



CITY OF EL MIRAGE

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2022 MAY 11 AM 10:03

DEVELOPMENT APPLICATION FORM

Official Use

Case No: P221-65 Date Received: _____ Planning & Zoning Commission Meeting: 6/14/2022 City Council Meeting: 7/12/2022

PURPOSE

Development Applications are reviewed by the Technical Advisory Committee (TAC) with the intent to provide the applicant specific information in preparation to meeting the City's technical standards and requirements for the proposed development project. Information provided by TAC is based on applicant submittals and should be considered actual and detailed in nature.

ACTION REQUESTED (Check one)

- Conditional Use Permit
- General Plan Amendment: Major Minor
- Planned Area Development (PAD)
- Planned Area Development Amendment
- Rezoning
- Site Plan Approval
- Site Plan Amendment
- Preliminary Plat
- Final Plat
- Other: _____

PROPERTY INFORMATION:

Name of Project: Fightertown Paintball PARK Acreage: 6.36
 Property Address/Location: 9825 N. 121st AVE EL Mirage, AZ 85335
 Assessor's Parcel Number: APN 50145-018 Q

APPLICANT / OWNER INFORMATION:

Applicant: <u>Fightertown Paintball Park</u>	Owner: <u>Henry Ruiz + Anthony Carros CIA</u>
Address: <u>9825 N. 121st AVE</u>	Address: <u>24654 N. LAKE Pleasant PRVT Ste 103-420</u>
City/ST/Zip: <u>EL Mirage, AZ 85335</u>	City/ST/Zip: <u>Peoria, AZ 85383</u>
Phone: <u>602 421-7039</u>	Phone: <u>602 768-3589</u>
Email: <u>henryruiz@cox.net</u>	Email: <u>NVTGARE@gmail.com</u>
Signature: _____ (Agreement to act as agent for owner)	Signature: _____ (Authorization for agent to act for owner)

- Application Form
- Comprehensive Site Plan
- Deed and/or Title Report
- Drainage Report
- A.L.T.A. Survey
- Phase I Environment Site Assessment
- Preliminary Landscape Plans
- Filing Fee (see Fee Schedule starting on page 9)

Project Narrative Amendment

Fightertown Paintball Park is a recreational facility that is located on 6.4 acres at 9825 N. 121st Ave, El Mirage, AZ 85335. We bring the community of people that enjoy the sport of Paintball and Airsoft together at a park that is designed for recreational play. Fightertown began operation in the City of El Mirage in 2013.

Fightertown Paintball has previously submitted a project narrative in 2013 when applying for our original permit to operate in El Mirage. The original project narrative is attached. This is an amendment to the original in order to apply for a Conditional Use Permit for the use of an area for overflow parking.

Fightertown provides a safe environment for all players that come to our park. Each year the park seems to get more players. The park has become a big attraction for the City of El Mirage. We get hundreds of players from all the surrounding cities and in some cases other states that come to our park and play on weekends. The park does open during the week for special engagements such as corporate parties, birthday parties, etc...During the cooler months Fightertown Paintball Park attracts many more players. These months include but not limited to October through April. It is primarily during these months that the parking becomes a challenge for our facility. This is why we are applying for a Conditional Use Permit for the area that is 308 (three hundred and Eight) feet long and 55 (fifty five) feet wide and located on the West side of the parcel. This area will provide 68 overflow parking spaces for our patrons at the park. These parking spaces are 9' x 18', which is a standard parking space size. It will allow for approximately 19 feet between the parking spaces for a drive path as well as an entrance and exist into the parking spaces for cars. Please see the pictures included in this submittal. There will not be any landscaping added to this area. It will just be the natural landscaping that currently exists. We will not need any running water or sewer for the proposed overflow parking. We will not be doing grading in this area at all. Everything will be just as the pictures show. No civil engineering or drainage report will be needed for this area. We have a steel movable barrier that will provide a safe distance from the vehicles and the netting for the paintball fields. There will not be any asphalt or stripping for the parking spaces in this area. It will be a parking area just as the regular permanent parking area that currently exists at the park. There is not any city streets that are used by cars that would impede traffic near this overflow parking area. The area where the overflow parking is located is not near any streets that go through the area or near it.

ORIGINAL
Submitted in 2013

Project Narrative

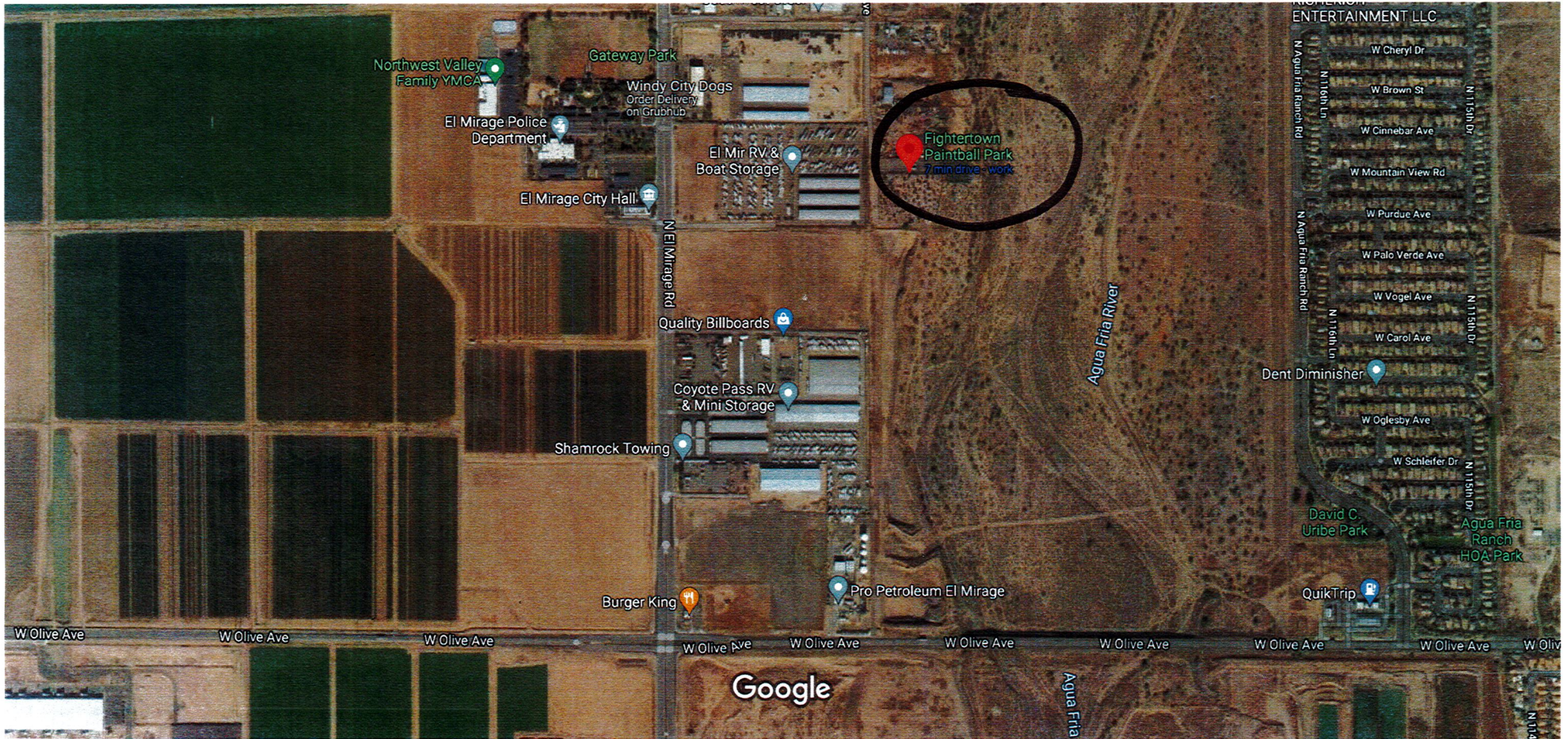
The proposed location of Fightertown Paintball Park will be located at 9825 N. 121st Ave, El Mirage, Arizona. The park will be located on an existing 6.4 acre parcel, which is vacant. The hours of operation for the park will be 8am to 5pm Saturday and Sunday for winter hours and 6am to noon for summer hours. The park will have a minimum of 3 playing fields that will be used for paintball and airsoft. All products used at the paintball park will be non toxic, biodegradable and environmentally friendly. The purpose of this park is to provide a safe and friendly place for people to enjoy the sport of paintball and airsoft. We will promote team building events for companies and their employees, provide an organized place for birthday parties of all ages, as well as attract players from all over the state to El Mirages paintball park. The park will be a great place for family interaction as well as to get kids and parents away from the television to enjoy a day outdoors. All games will be supervised by trained staff to ensure a fun and safe game for everyone. Fightertown does carry its own General Liability insurance policy.

All fields will include various structures and props. These structures and props will include authentic Vietnam era helicopters, vehicles, 12' x 12' wood structures with no foundations or roofs, etc. There will be no permanent structures on the property whatsoever. All pertinent areas that must be protected from paintballs will have an industry approved net to do so. All paintballs and airsoft bb's are non toxic, biodegradable and environmentally friendly.

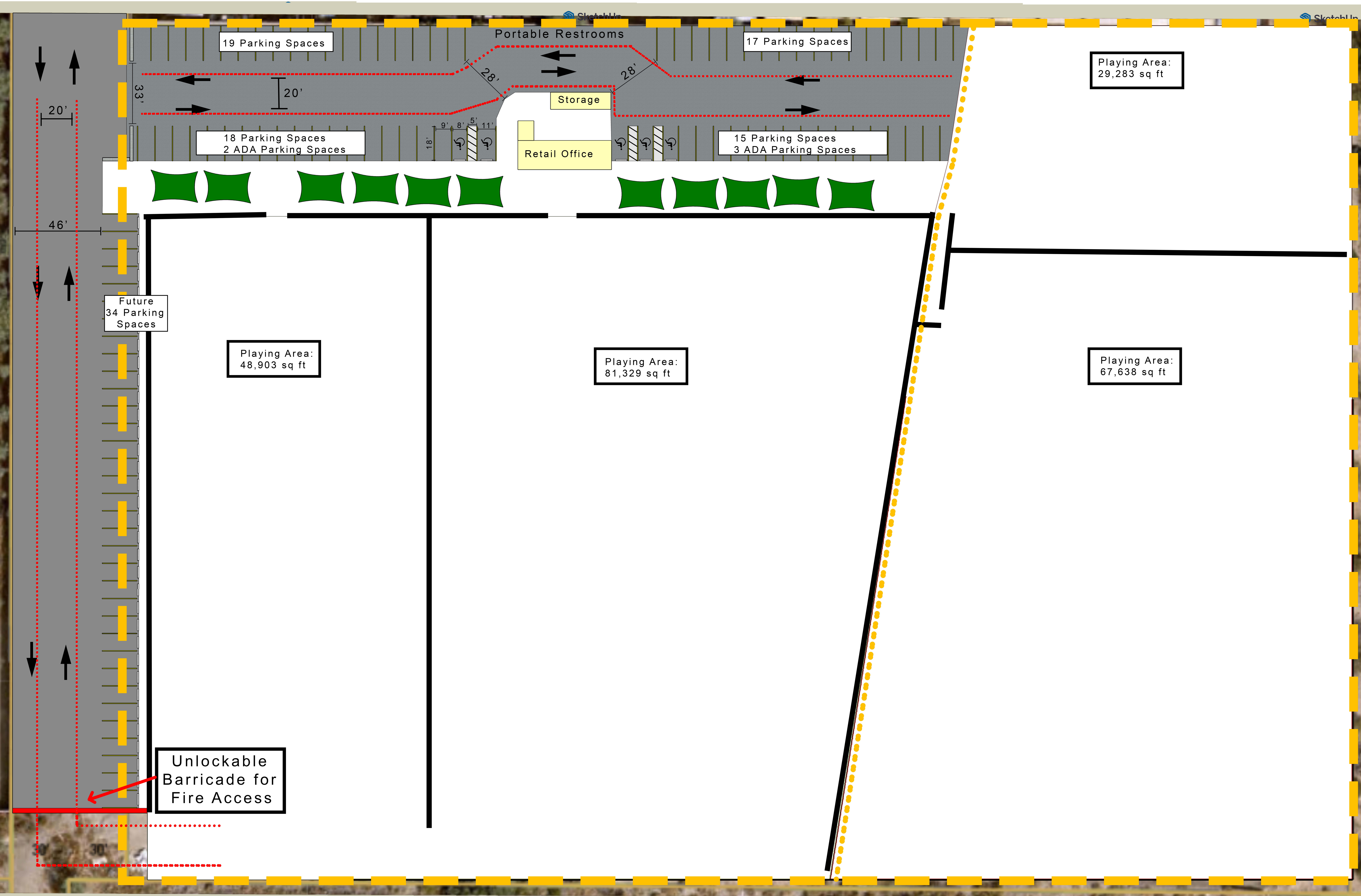
Playing the game is very simple and exciting. When a person shows up to the park to play they must check in at the main office to sign a waiver and pay for their field time and equipment if they chose to rent it from Fightertown. They will then pick up their rental equipment and be given an orientation by trained personal on the rules and proper play of the game. Rules are also posted on signs throughout the park. They are then escorted onto the field and place on either a red or blue team. When both teams are ready the game will begin. The mission is to eliminate the other team before they eliminate your team. Each game last about 15 minutes with 5 minute breaks between each game. Having 3 separate fields allows us to accommodate private parties for younger children and special groups.

In 2006 paintball alone was a half a billion dollar a year industry. With the addition of airsoft it could potentially be a billion dollar a year industry. If any residents of El Mirage want to play paintball/airsoft, they must travel out of El Mirage to do so. Other cities who have paintball include Peoria, Glendale, Scottsdale, Mesa and Tempe. Fightertown at its previous location was rated the number one park in Arizona. We will attract existing and new players from El Mirage as well as other cities from within the state.

Google Maps Fightertown Paintball Park



Imagery ©2021 Maxar Technologies, U.S. Geological Survey, USDA Farm Service Agency, Map data ©2021 500 ft



Parking Plan (Not for Construction)

9825 N 121st Ave
El Mirage, AZ 85335

ATV Dogfighting Systems, LLC
4908 W Villa Maria Dr
Glendale, AZ 85086
(602) 421-7039

Prepared by:
Eli Booth
11622 W Jackson St
Avondale, AZ 85323
(623) 734-0946

Zoning Summary

- Zone E1
- Lot Size: 277,087 sq ft
- Lot Coverage: 277,087 sq ft
- lot Coverage: 100%

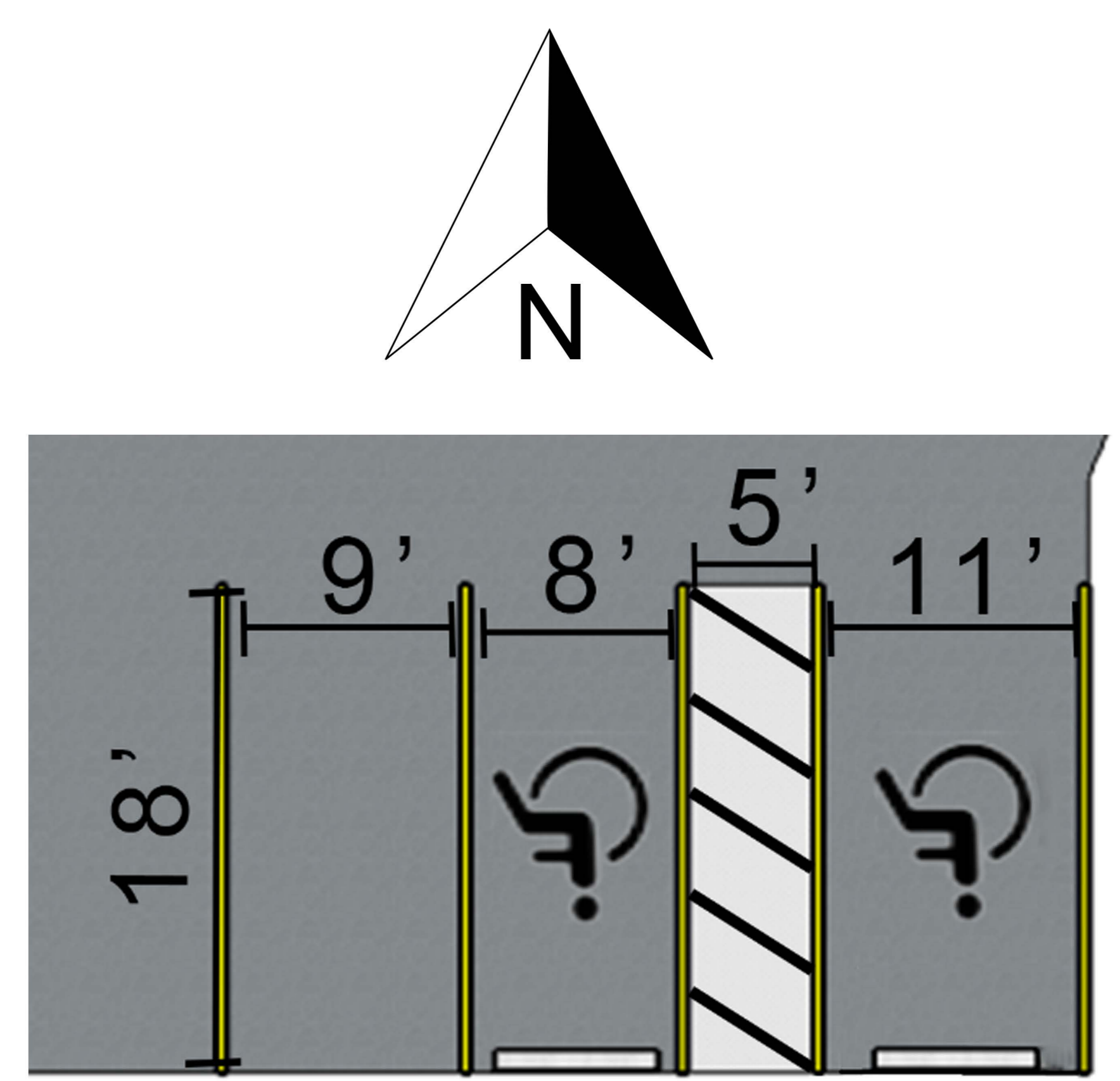
Parking Calculations

- Playing Area: 227,153 sq ft
- Parking Spaces Required: 757 (1 Space per 300 sq ft)
- Parking Spaces Provided: 108
- ADA Parking Spaces: 5



Nearby Properties:

- ELMIRRV LLC
10075 N El Mirage Rd
El Mirage, AZ 85335
- Cold Water Holdings, LLC
9755 N El Mirage Rd
El Mirage, AZ 85335
- Olive Ave LLC
9019 N 121st Ave
El Mirage, AZ 85335
- City of El Mirage
12001 W Peoria Ave
El Mirage, AZ 85335
- Donald Parks
10101 N 121st Ave
El Mirage, AZ 85335



Untitled Map

Write a description for your map.

Legend

 Fightertown Paintball Park

OVER FLOW
PARKING

Fightertown Paintball Park



Untitled Map

Write a description for your map.

Legend

 Fightertown Paintball Park

OVER FLOW PARKING

68 PARKING SPACES
SPACES ARE 9'x18'

308 FT

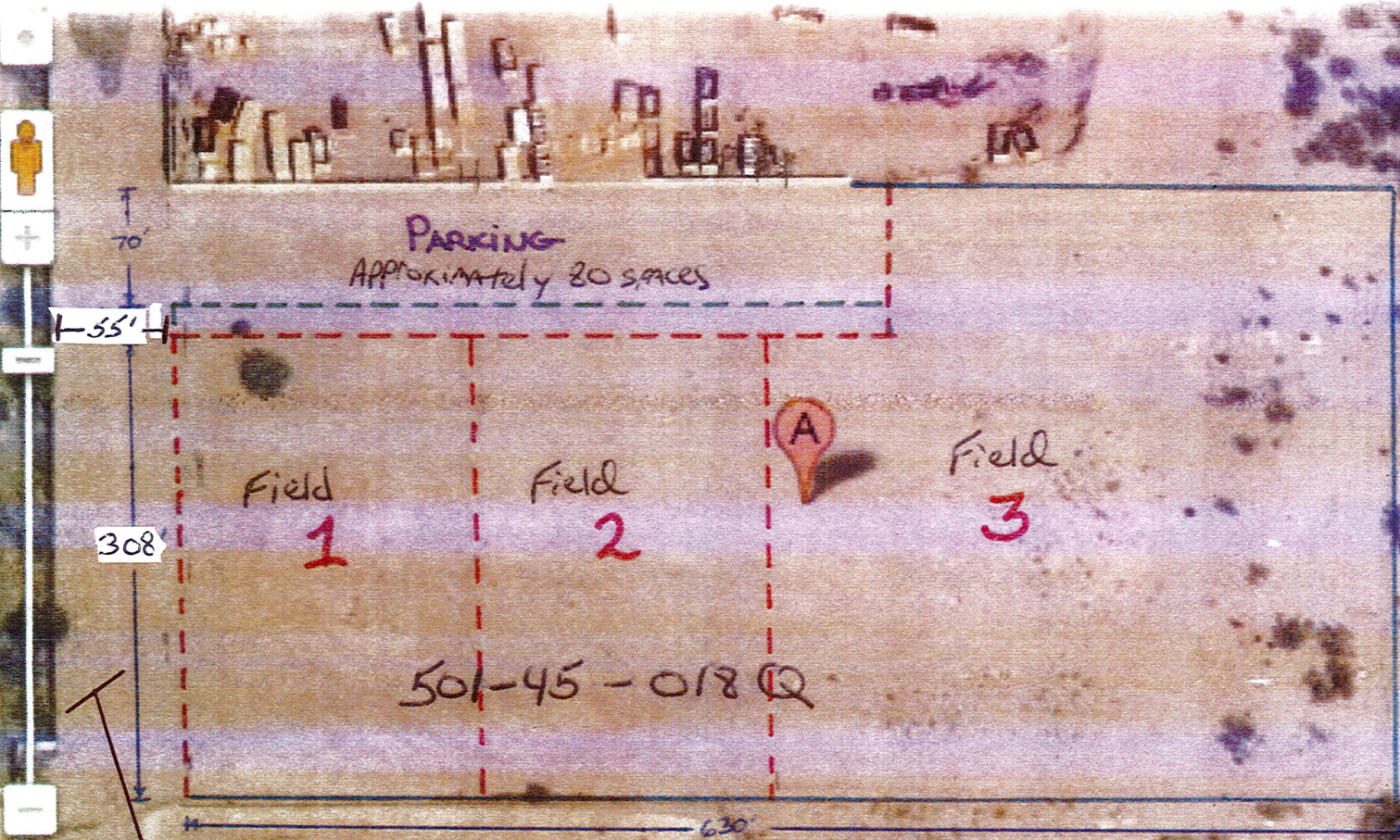
55 FT

Google Earth

© 2021 Google

100 ft





PARKING
APPROXIMATELY 20 SPACES

Field
1

Field
2

Field
3

A

501-45-018 Q

308'

55'

630'

70'

68 OVERFLOW PARKING
SPACES. 9'x18'

↑
N

9'x18' SPACES

19 Feet

SPACES ARE NOT TO
SCALE. 68 SPACES. EACH
ONE IS 9'x18'. 19 FOOT PATH
TO DRIVE DOWN IN BETWEEN
PARKING SPACES.

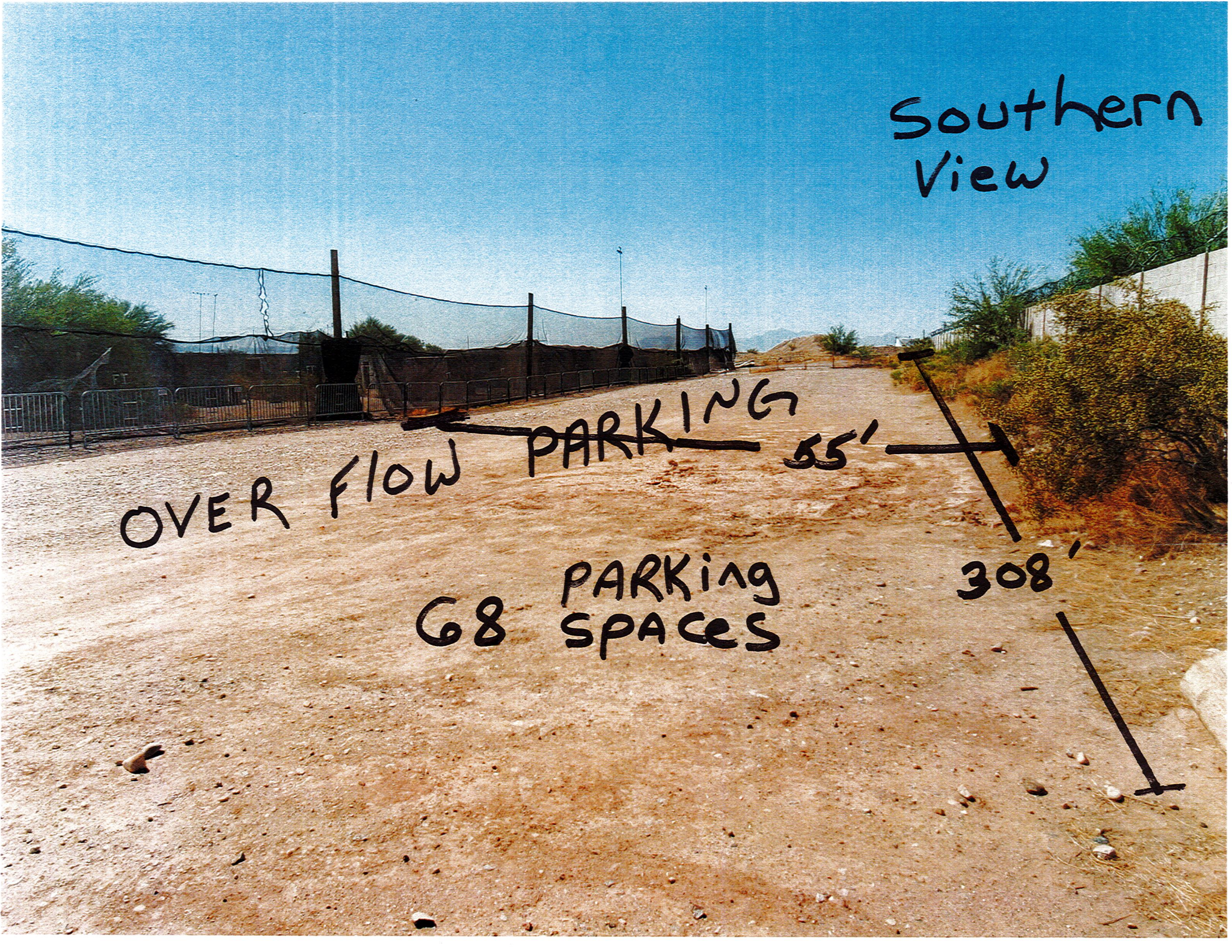
Southern
View

OVER FLOW PARKING

55'

68 PARKING
SPACES

308'



Northern
View

OVERFLOW PARKING
55. AREA

308'

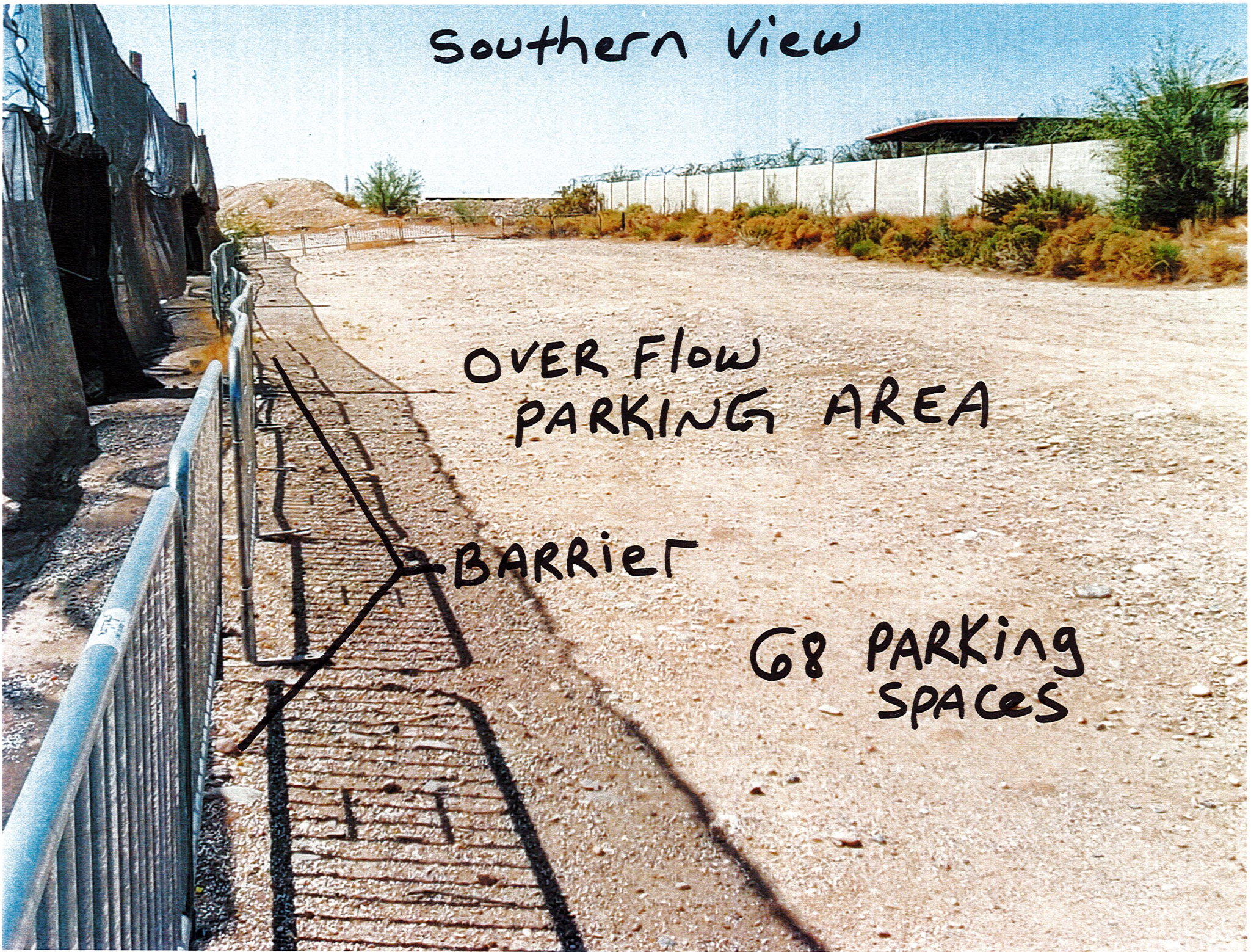


Southern View

OVER FLOW
PARKING AREA

BARRIER

68 PARKING
SPACES





BARRIER











Commonwealth Title

RECORDATION REQUESTED BY:
ARIZONA BUSINESS BANK
TEMPE
1620 W. FOUNTAINHEAD PKWY. STE.
119
TEMPE, AZ 85282

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
ADRIAN FONTES
20180504275 07/02/2018 01:55
18000988-11-1-1--
ELECTRONIC RECORDING

WHEN RECORDED MAIL TO:
ARIZONA BUSINESS BANK
ATTN: LOAN OPERATIONS
P.O. BOX 8779
DENVER, CO 80201

18000988 /

FOR RECORDER'S USE ONLY

DEED OF TRUST

THIS DEED OF TRUST is dated June 29, 2018, among ATV Dogfighting Systems LLC, an Arizona Limited Liability Company whose address is 4908 W Villa Maria Dr, Glendale, AZ 85308 ("Trustor"); ARIZONA BUSINESS BANK, chartered in the United States of America under the laws of the State of Arizona, whose address is TEMPE, 1620 W. FOUNTAINHEAD PKWY. STE. 119, TEMPE, AZ 85282 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and ARIZONA BUSINESS BANK, organized or registered in the United States of America under the laws of the State of Arizona, whose address is 2600 N. CENTRAL AVE. STE 2000, PHOENIX, AZ 85004 (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Trustor conveys to Trustee in trust, with power of sale, for the benefit of Lender as Beneficiary, all of Trustor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water and water rights flowing through, belonging or in anyway appertaining to the Real Property, and all of Trustor's water rights that are personal property under Arizona law, including without limitation all type 2 nonirrigation grandfathered rights (if applicable), all irrigation rights, all ditch rights, rights to irrigation district stock, all contracts for effluent, all contracts for Central Arizona Project water, and all other contractual rights to water, and together with all rights (but none of the duties) of Trustor as declarant under any presently recorded declaration of covenants, conditions and restrictions affecting real property; and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in MARICOPA County, State of Arizona:

The land referred to herein below is situated El Mirage, in the county of Maricopa, State of Arizona, and is described as follows:

The West half of the Southeast quarter of the Northwest quarter of Section 25, Township 3 North, Range 1 West of the Gila and Salt River Base and Meridian County, Arizona; EXCEPT the North 878.31 feet thereof.

The Real Property or its address is commonly known as 9825 N. 121ST AVENUE, EL MIRAGE, AZ 85335.

Trustor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Trustor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Trustor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Trustor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Trustor's obligations under the Note, this Deed of Trust, and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Trustor agrees that Trustor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Trustor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property, and (3) collect the Rents from the

Property.

Duty to Maintain. Trustor shall maintain the Property in tenable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Trustor represents and warrants to Lender that: (1) During the period of Trustor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Trustor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Trustor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Trustor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Trustor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Beneficiary, at its option, but without obligation to do so, may correct any condition violating any applicable Environmental Law affecting the Property, and in doing so shall conclusively be deemed to be acting reasonably and for the purpose of protecting the value of its collateral, and all costs of correcting a condition or violation shall be payable to Beneficiary by Trustor as provided in the Expenditures by Lender section of this Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Trustor or to any other person. The representations and warranties contained herein are based on Trustor's due diligence in investigating the Property for Hazardous Substances. Trustor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Trustor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Trustor's ownership or interest in the Property, whether or not the same was or should have been known to Trustor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Trustor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Trustor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Trustor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Trustor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Trustor's compliance with the terms and conditions of this Deed of Trust.

Compliance with Governmental Requirements. Trustor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Trustor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Trustor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Trustor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Trustor agrees neither to abandon or leave unattended the Property. Trustor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Trustor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more

than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Trustor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Arizona law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

Payment. Trustor shall pay when due (and in all events prior to delinquency) all taxes and assessments, including without limitation sales or use taxes in any state, local privilege or excise taxes based on gross revenues, special taxes, charges (including water and sewer), fines and impositions levied against Trustor or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Trustor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust. Beneficiary shall have the right, but not the duty or obligation, to charge Trustor for any such taxes or assessments in advance of payment. In no event does exercise or non-exercise by Beneficiary of this right relieve Trustor from Trustor's obligation under this Deed of Trust or impose any liability whatsoever on Beneficiary.

Right to Contest. Trustor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Trustor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Trustor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Trustor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Trustor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Trustor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Trustor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials and the cost exceeds 5,000.00. Trustor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Trustor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Deed of Trust.

Maintenance of Insurance. Trustor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Trustor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Trustor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Trustor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Trustor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Trustor agrees to obtain and maintain Federal Flood Insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Trustor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds 1,000.00. Lender may make proof of loss if Trustor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Trustor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Trustor from the proceeds for the reasonable cost of repair or restoration if Trustor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall

be paid to Trustor as Trustor's interests may appear.

Trustor's Report on Insurance. Upon request of Lender, however not more than once a year, Trustor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Trustor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Trustor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Trustor's failure to discharge or pay when due any amounts Trustor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Trustor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, to the extent permitted by applicable law, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Trustor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default and shall be exercisable by Lender to the extent permitted by applicable law.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Deed of Trust:

Title. Trustor warrants that: (a) Trustor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender, or have otherwise been previously disclosed to and accepted by Lender in writing in connection with this Deed of Trust, and (b) Trustor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

Defense of Title. Subject to the exception in the paragraph above, Trustor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Trustor's title or the interest of Trustee or Lender under this Deed of Trust, Trustor shall defend the action at Trustor's expense. Trustor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Trustor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Trustor warrants that the Property and Trustor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Trustor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Trustor's Indebtedness shall be paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Deed of Trust:

Proceedings. If any proceeding in condemnation is filed, Trustor shall promptly notify Lender in writing, and Trustor shall promptly take such steps as may be necessary to defend the action and obtain the award. Trustor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Trustor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

Current Taxes, Fees and Charges. Upon request by Lender, Trustor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Trustor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or

registering this Deed of Trust.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the Indebtedness secured by this Deed of Trust; (2) a specific tax on Trustor which Trustor is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Trustor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Trustor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Trustor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Trustor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Trustor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Trustor shall not remove, sever or detach the Personal Property from the Property. Upon default, Trustor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Trustor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Trustor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

Further Assurances. At any time, and from time to time, upon request of Lender, Trustor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Trustor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Trustor. Unless prohibited by law or Lender agrees to the contrary in writing, Trustor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Trustor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Trustor and at Trustor's expense. For such purposes, Trustor hereby irrevocably appoints Lender as Trustor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Trustor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Trustor under this Deed of Trust, Lender shall execute and deliver to Trustor a request for full reconveyance without warranty and shall execute and deliver to Trustor suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Any reconveyance fee required by law shall be paid by Trustor, if permitted by applicable law.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

Payment Default. Trustor fails to make any payment when due under the Indebtedness.

Other Defaults. Trustor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Trustor.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

Default on Other Payments. Failure of Trustor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Default in Favor of Third Parties. Should Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to repay the indebtedness or Grantor's ability to perform Grantor's obligations under this Deed of Trust or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Trustor or on Trustor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The dissolution of Trustor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Trustor's existence as a going business or the death of any member, the insolvency of Trustor, the appointment of a receiver for any part of Trustor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Trustor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Trustor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Trustor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Trustor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Trustor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Trustor under the terms of any other agreement between Trustor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Trustor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Trustor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Trustor under this Deed of Trust, after Trustor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Accelerate Indebtedness. Lender shall have the right at its option without notice to Trustor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Trustor would be required to pay.

Foreclosure. With respect to all or any part of the Real Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law. To the extent permitted by law, Trustor shall be and remain liable for any deficiency remaining after sale, either pursuant to the power of sale or judicial proceedings.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Trustor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Trustor irrevocably designates Lender as Trustor's attorney-in-fact to endorse instruments received in payment thereof in the name of Trustor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Tenancy at Sufferance. If Trustor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Trustor, Trustor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or available at law or in equity.

Notice of Sale. Lender shall give Trustor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Sale of the Property. To the extent permitted by applicable law, Trustor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Insurance Policies. Lender shall have the right upon an Event of Default, but not the obligation, to assign all of Trustor's right, title and interest in and to all policies of insurance on the Property and any unearned premiums paid on such insurance to any receiver or any purchaser of the Property at a foreclosure sale, and Trustor hereby appoints Lender as attorney in fact to assign and transfer such policies.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. However, Trustor will only pay attorneys' fees of an attorney not Lender's salaried employee, to whom the matter is referred after Trustor's default. Trustor also will pay any court costs, in addition to all other sums provided by law.

Rights of Trustee. Trustee shall have all of the rights and duties of Lender as set forth in this section.

POWERS AND OBLIGATIONS OF TRUSTEE. The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust:

Powers of Trustee. In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Trustor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

Obligations to Notify. Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Trustor, Lender, or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

Trustee. Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

Successor Trustee. Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed under this Deed of Trust by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of MARICOPA County, State of Arizona. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Trustor, the book and page where this Deed of Trust is recorded, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by Lender or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for

substitution of Trustee shall govern to the exclusion of all other provisions for substitution.

NOTICES. Any notice required to be given under this Deed of Trust, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Trustor agrees to keep Lender informed at all times of Trustor's current address. Unless otherwise provided or required by law, if there is more than one Trustor, any notice given by Lender to any Trustor is deemed to be notice given to all Trustors.

ADDITIONAL DEFAULT. Borrower, Grantor, or any Affiliate of same defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement with Lender.

DUE ON ENCUMBRANCE - CONSENT BY LENDER. Lender may, at its option, declare immediately due and payable all sums secured by this Deed of Trust/Mortgage in the event that the Real Property is subjected to a lien or interest in favor of a related or a third party person or entity, including, without limitation, a property or homeowner's association, taxing authority, governmental or quasi-governmental agency or vendor of perishable or agricultural goods, without Lender's prior written consent. This shall include a lien or interest created consensually or by operation of law, or arising from a default under any applicable declarations or covenants affecting the Real Property. It is intended that this due on encumbrance clause be triggered by any lien or interest affecting the Real Property which has not been consented to by Lender in advance and in writing, and which arises after the effective date of Lender's loan policy of title insurance (obtained as of the date of Loan closing as such Loan may be modified or extended), or after Loan closing, as applicable. Provided, however, that this option shall not be exercised by Lender if such exercise is prohibited by applicable federal or state law.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Deed of Trust:

Amendments. This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration of or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Trustor's residence, Trustor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Trustor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Governing Law. This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Arizona without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of Arizona.

Choice of Venue. If there is a lawsuit, Trustor agrees upon Lender's request to submit to the jurisdiction of the courts of MARICOPA County, State of Arizona.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Trustor, shall constitute a waiver of any of Lender's rights or of any of Trustor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

Successors and Assigns. Subject to any limitations stated in this Deed of Trust on transfer of Trustor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors

DEED OF TRUST
(Continued)

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and assigns. If ownership of the Property becomes vested in a person other than Trustor, Lender, without notice to Trustor, may deal with Trustor's successors with reference to this Deed of Trust and the Indebtedness by way of forbearance or extension without releasing Trustor from the obligations of this Deed of Trust or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

Waive Jury. All parties to this Deed of Trust hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

Waiver of Homestead Exemption. Trustor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Arizona as to all Indebtedness secured by this Deed of Trust.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

Beneficiary. The word "Beneficiary" means ARIZONA BUSINESS BANK, and its successors and assigns.

Borrower. The word "Borrower" means ATV Dogfighting Systems LLC and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Deed of Trust. The words "Deed of Trust" mean this Deed of Trust among Trustor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

Default. The word "Default" means the Default set forth in this Deed of Trust in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Trustor's obligations or expenses incurred by Trustee or Lender to enforce Trustor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust.

Lender. The word "Lender" means ARIZONA BUSINESS BANK, its successors and assigns.

Note. The word "Note" means the promissory note dated June 29, 2018, in the original principal amount of \$100,000.00 from Trustor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Trustor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property. However, should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management

DEED OF TRUST
(Continued)

Agency as a special flood hazard area, Personal Property is limited to only those items specifically covered (currently or hereafter) by Coverage A of the standard flood insurance policy issued in accordance with the National Flood Insurance Program or under equivalent coverage similarly issued by a private insurer to satisfy the National Flood Insurance Act (as amended).

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

Trustee. The word "Trustee" means ARIZONA BUSINESS BANK, whose address is 2600 N. CENTRAL AVE. STE 2000, PHOENIX, AZ 85004 and any substitute or successor trustees.

Trustor. The word "Trustor" means ATV Dogfighting Systems LLC.

TRUSTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND TRUSTOR AGREES TO ITS TERMS.

TRUSTOR:

ATV DOGFIGHTING SYSTEMS LLC

By: [Signature]
Anthony J. Carioscia, Manager of ATV Dogfighting Systems LLC

By: [Signature]
Henry Ruiz, Manager of ATV Dogfighting Systems LLC

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

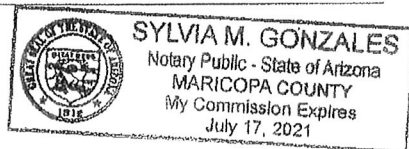
STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

On this 2ND day of JULY, 2018, before me, the undersigned Notary Public, personally appeared Anthony J. Carioscia, Manager of ATV Dogfighting Systems LLC and Henry Ruiz, Manager of ATV Dogfighting Systems LLC, and known to me to be members or designated agents of the limited liability company that executed the Deed of Trust and acknowledged the Deed of Trust to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Deed of Trust and in fact executed the Deed of Trust on behalf of the limited liability company.

By [Signature] Residing at Glendale

Notary Public in and for the State of Arizona

My commission expires _____



REQUEST FOR FULL RECONVEYANCE
(To be used only when obligations have been paid in full)

To: _____, Trustee

The undersigned is the legal owner and holder of all indebtedness secured by this Deed of Trust. All sums secured by this Deed of Trust have been fully paid and satisfied. You are hereby directed, upon payment to you of any sums owing to you under the terms of this Deed of Trust or pursuant to any applicable statute, to cancel the Note secured by this Deed of Trust (which is delivered to you together with this Deed of Trust), and to reconvey, without warranty, to the parties designated by the terms of this Deed of Trust, the estate now held by you under this Deed of Trust. Please mail the reconveyance and Related Documents to:

Date: _____ Beneficiary: _____

By: _____

Its: _____

Fightertown Paintball Parking Narrative

Fightertown Paintball is a place where friends and family can gather to enjoy a competitive and fun time playing paintball or airsoft. We offer seating, shade, paintballs, equipment and accessories on site as well as lots of laughter. It is an entertainment park that has quickly grown to be one of the top Paintball parks in the nation.

The hours of operation vary depending on the season. During the Fall, Winter and Spring, Fightertown Paintball is open from the hours of 8am to 5pm on Saturdays and Sundays. We will open during the week only for special engagements or parties. We primarily operate exclusively on weekends. During the Summer we are open from the hours of 6am to noon on Saturday's and then reopen from 5pm to midnight. We are also open on Sundays from 6am to noon. Again, we will open during the week only for special engagements or parties.

Fightertown Paintball operates on approximately 271,000 square feet of land. We use various props for the 5 playing fields that can be easily moved around in order to change the design of the fields and keep our patrons interested.

During our busiest times, we can occasionally reach over 200 players in one day. Our average players per day during the summer is approximately 90 players and our average amount of players per day during the winter is about 125 players. Again, there are times we will get more players, but it is occasional.

Attached is an aerial drawing of Fightertown Paintball Park which lays out all of the 9' x 18' parking spaces. The total of parking spaces shown on the drawing is 120. This layout still allows use of the fire lane for the park.

PARKING WAIVER REQUEST

Fightertown Paintball Park is requesting a WAIVER. We understand that per every 300 square feet of land, we are to have one parking space. Our property is 271,000 square feet. We will never have close to 770 cars in any given day. We are requesting from the City of El Mirage to allow us to have 108 parking spaces which will include 5 of them being ADA compliant. This would be more than enough to allow parking for all our patrons on our property. Most people that come to our park carpool with one another. We can have anywhere from 2 to 6 players all driving together in the same vehicle that come to visit our park. We often see parents dropping their kids off to play then coming to pick them up at a time they established with their children later in the day. Rarely do we have individuals show up in their own vehicles without other players with them. Families usually always show up with multiple people in the same vehicle. 108 spaces would be more than efficient to have a parking space for each vehicle at the park on any given day.

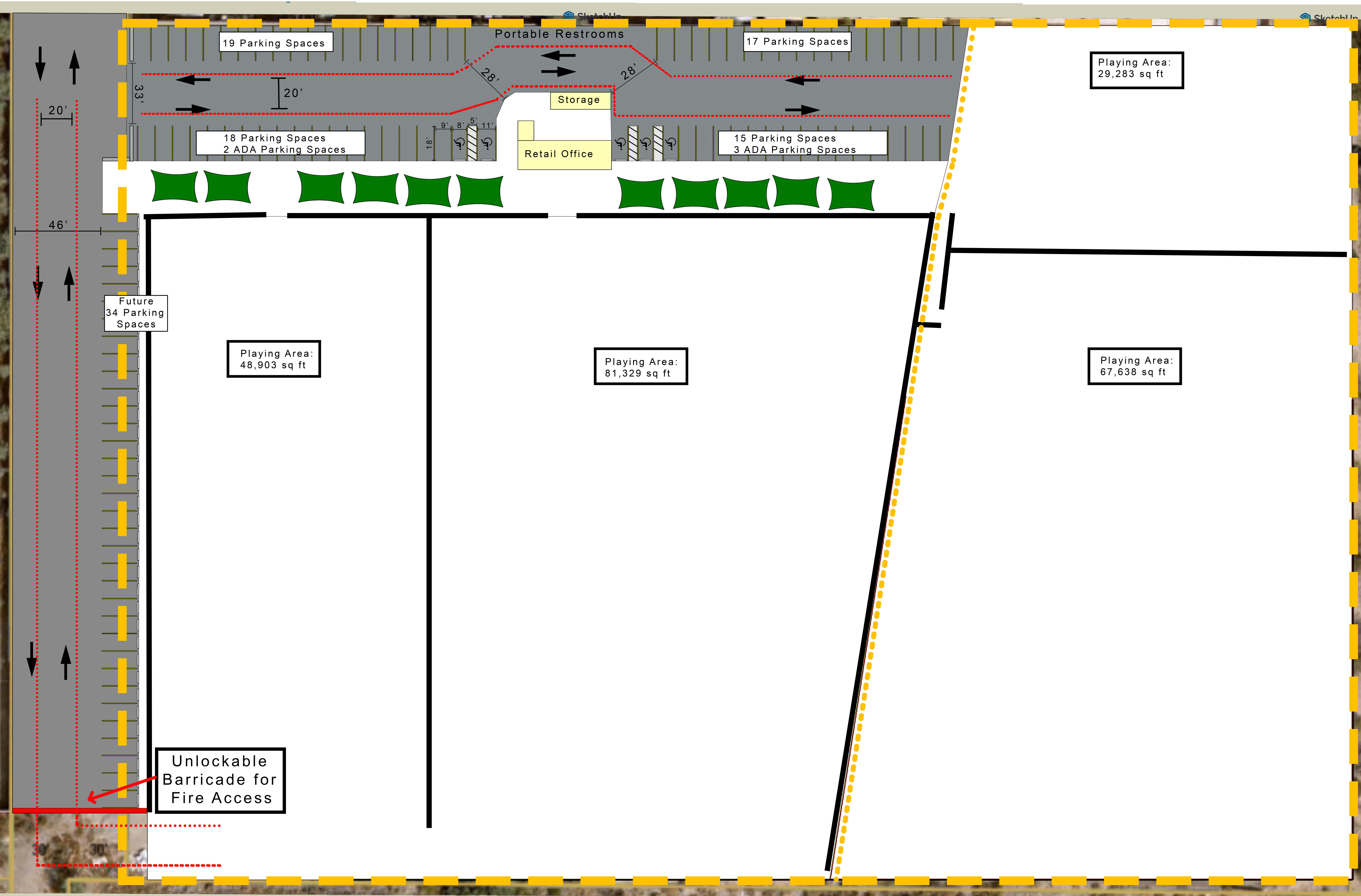
Fightertown Paintball Park appreciates the consideration of honoring the requested parking waiver due to our square footage of the property and allowing us to utilize 108 parking spaces

with 5 of them ADA compliant. Please let me know if there are any questions or if you request more information.

Respectfully,

A handwritten signature in black ink, appearing to read 'Tony Carioscia', with a long horizontal flourish extending to the right.

Tony Carioscia
Fightertown Paintball Park
(602) 768-3589
tonyc@precisionseinc.com



Parking Plan (Not for Construction)

9825 N 121st Ave
El Mirage, AZ 85335

ATV Dogfighting Systems, LLC
4908 W Villa Maria Dr
Glendale, AZ 85086
(602) 421-7039

Prepared by:
Eli Booth
11622 W Jackson St
Avondale, AZ 85323
(623) 734-0946

Zoning Summary
-Zone E1
-Lot Size: 277,087 sq ft
-Lot Coverage: 277,087 sq ft
-lot Coverage: 100%

Parking Calculations
-Playing Area: 227,153 sq ft
-Parking Spaces Required: 757
(1 Space per 300 sq ft)
-Parking Spaces Provided: 108
-ADA Parking Spaces: 5



Nearby Properties:

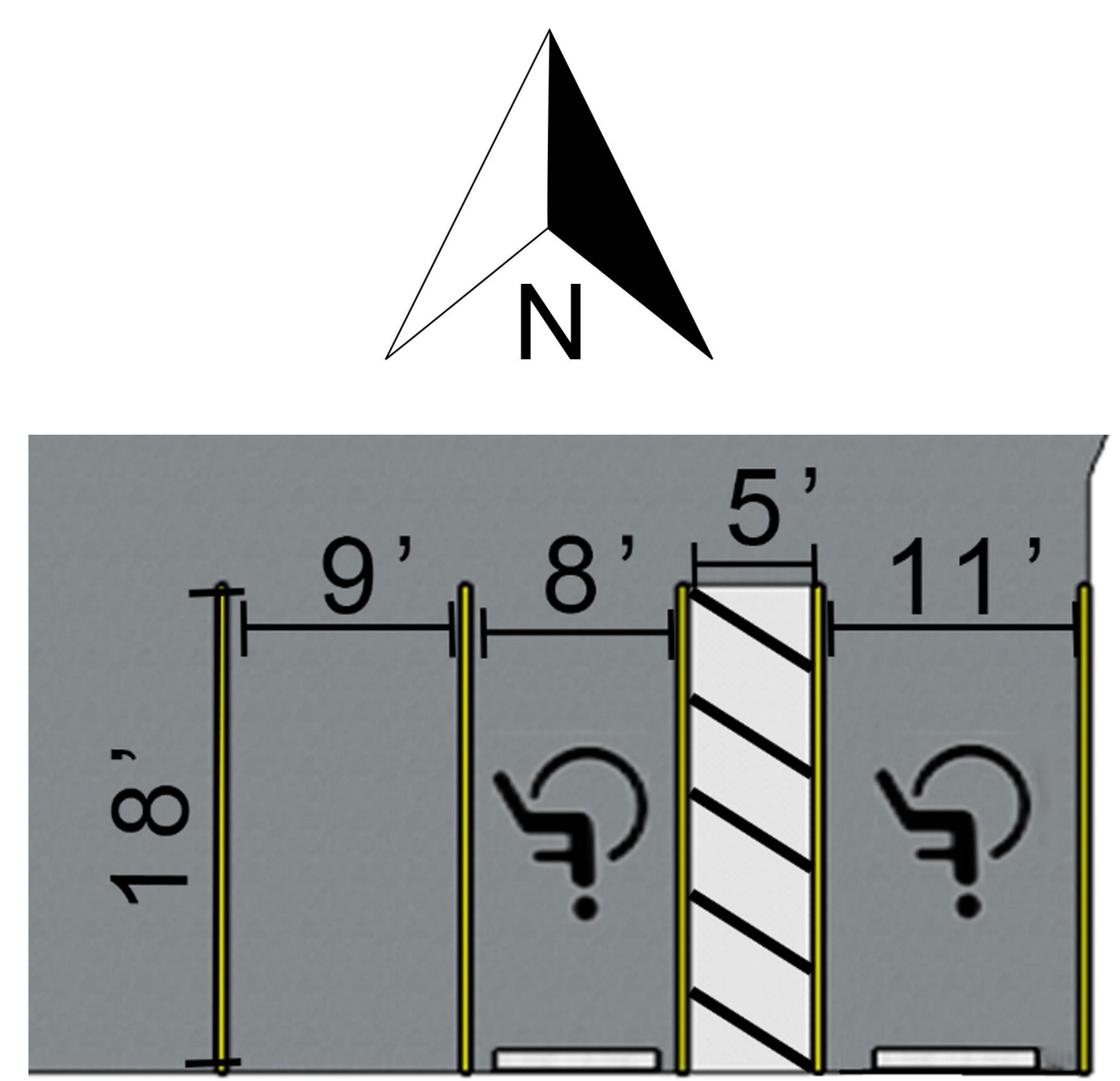
ELMIRRV LLC
10075 N El Mirage Rd
El Mirage, AZ 85335

Cold Water Holdings, LLC
9755 N El Mirage Rd
El Mirage, AZ 85335

Olive Ave LLC
9019 N 121st Ave
El Mirage, AZ 85335

City of El Mirage
12001 W Peoria Ave
El Mirage, AZ 85335

Donald Parks
10101 N 121st Ave
El Mirage, AZ 85335





Flood Control District of Maricopa County

www.fcd.maricopa.gov

2801 West Durango Street
Phoenix, Arizona 85009
Phone: 602-506-1501
Fax: 602-506-4601

October 25, 2021

Jorge Gastelum, P.E.
Development Services Director/City Engineer
10000 N El Mirage Road
El Mirage, AZ 85335

SUBJECT: FCP2021444 Fightertown Paintball Park

Dear Mr. Gastelum:

The Flood Control District has approved the Floodplain Use Permit for the subject request as shown on the attached.

We appreciate your cooperation in maintaining both the City's and the District's good standing as participants in the NFIP. Please feel free to contact me at (602) 506-3320 with any questions or if I can be of any further assistance.

Sincerely,

A handwritten signature in blue ink that reads "Jennifer Lynch".

Jennifer Lynch, PE, CFM
Floodplain Use Permitting Branch Manager



Flood Control District of Maricopa County

2801 West Durango Street, Phoenix AZ 85009

Office 602-506-2419 Fax 602-372-6232

Floodplain Use Permit: FCP2021444

Reference Number/s:

Approved: 10/15/2021

Property Address: 9825 N 121st Ave El Mirage, AZ 85335

Owner: Tony Carioscia 9825 N 121st Ave El Mirage, AZ 85335

Owner Org: -

Applicant: Shawn Hanrahan 1201 S Alma School Rd Suite 12000 Mesa, AZ 85210

Applicant Org: Hubbard Engineering

Lot/SpaceNumber:	Parcel:	Section:	Panel #/FIRM:
Block:	501-45-018-Q	25 - 3N - 1W - NW	1680L

Subdivision/Mobile Home Park:

Description of Construction and Intended Use:

REQUEST IS TO ALLOW THE USE OF THE EXISTING OBSTACLES WITHIN THE FLOODWAY AS PART OF THE EXISTING PAINTBALL PARK, TO BE REMOVED UPON IMPENDING FLOODING.

Documentation Required

Floodplain Information

Elevation Certificate:	No	Community (Number):	City of El Mirage (040041)
Warning and Disclaimer:	No	Flood Zone:	AE, X
Property Owner Authorization:	No	Floodplain:	Agua Fria River
Other:	No	Map Date:	
Other Desc:		Base Flood Elev:	
		Reg. Flood Elev:	

Print: Anthony Carioscia Signature: Date: 10/22/2021

Floodplain Administrator: C. Scott Vogel Date: 10/25/2021



Flood Control District of Maricopa County

2801 West Durango Street, Phoenix AZ 85009

Office 602-506-2419 Fax 602-372-6232

Floodplain Use Permit: FCP2021444

Applicant's Responsibilities

Standard


1. Development to be in compliance with the Floodplain Regulations for Maricopa County and site plan stamped approved by the Flood Control District on 10/15/2021. Approval is only for work noted in "Description of Construction and Intended Use" on this document.
2. The owner/applicant shall submit a Warning and Disclaimer of Liability Notice.
3. It is the responsibility of the owner/applicant to secure all property rights needed prior to start of construction.
4. It is the responsibility of the owner/applicant to obtain separate drainage approval from the Town of El Mirage before any construction can begin. Flood Control District approval is for Floodplain purposes only, based upon how the proposed development affects the effective floodplain.
5. It is the responsibility of the owner/applicant to obtain all approvals necessary prior to any development.
6. The owner/applicant understands that while the structure is designed to be free from inundation during the 100-year peak discharge if developed in accordance with the approved plan, other locations on the property may be inundated during the 100-year peak discharge event. This does not apply to structures designed to carry flows or are floodproofed.
7. This permit may be declared null and void if substantial progress of development does not occur within one (1) year of approval or for any substantial deviation from the approved plan referenced in Condition 1, or for any violation of the Floodplain Regulation, or any condition, or other terms or agreement in connection with approval of this Floodplain Document.
8. Approval of this document does not convey any property rights, either real estate or material, and is not to be construed as consent, approval or authorization to cause any injury to property or invasion of rights or the infringement of any Federal, State or other local laws, rules or regulations nor does it obviate the requirement to obtain other permits. Furthermore, the plan review by the District has been solely for the purpose of determining that your application conforms with the written requirements of the Floodplain Regulation for Maricopa County and is not to be taken as a warranty that structural plans and specifications meet engineering requirements or standards or are free from failure to perform as described or designed in the application, reports or plans as submitted. Approval does not imply that the total drainage concept for the site has been reviewed or approved by our office.

Development

1. No hazardous materials (old oil barrels, etc) shall be used as park obstacles within the floodway.
2. Only obstacles for the park are authorized in the floodway. No storage of other materials is authorized.
3. The operator of the park is required to remove all obstacles from the floodway if flows within the Agua Fria River are detected upstream or flooding on or adjacent to the site is occurring or likely to occur. Refer to the Flood Control District ALERT website and specifically stream gage 14707 – Agua Fria at Grand Ave for flow data.

Inspections

1. The owner/applicant shall be responsible for contacting the Town of El Mirage for all required inspections.

Print: Anthony Carioseia Signature:  Date: 10/22/2021

Floodplain Administrator: C. Scott Vogel Date: 10/25/2021