

CERTIFICATE AND AGREEMENT
OF LIMITED PARTNERSHIP

THIS AGREEMENT is made this 6th day of November 1981, by
and between Illini Construction Company, Alfred D. Koeller,
President

(Developer)

and Gura Millan Associates, Ltd., a Nevada limited partnership,
(Gura), with reference to the following facts and circumstances:

A. Gura Millan Associates, Ltd. owns good and marketable title
to that certain real property known as Lot 50 Tahoe Village Unit No.
1, Douglas County, Nevada, as more specifically described in Exhibit
"A" attached hereto (the "Property").

B. Developer desires to participate in the development of the
Property subject to the provisions set forth herein.

C. Gura desires Developer's participation in the development
of the property subject to the provisions set forth herein.

NOW, THEREOFRE, the parties hereto agree as follows:

ARTICLE I

ORGANIZATION OF THE PARTNERSHIP

1.1 Formation.

The parties hereto do hereby form a limited partnership
under the laws of the State of Nevada (the "Partnership"). The
relationship of the parties under this Agreement shall be as
Partners with Developer as the general partner and Gura as the
limited partner, and shall be limited to the performance of this
Agreement and shall encompass no other business or activity of
either partner. Nothing contained in this Agreement shall be construed
to authorize either party to act as a general agent for the other
party (except as provided in Article III hereof), or require either
party to offer to the other party any like or related business
opportunity which either party may wish to enter into with persons
or parties not a party to this Partnership Agreement ("Agreement"),
or to refrain from business activity competitive with the other party
to this Agreement. The so-called business opportunity doctrine is
specifically made non-applicable to this Partnership, and either
party hereto may enter into similar, related and/or competitive

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business activities to the activity contemplated by this Partnership Agreement without first having offered participation in such business activity to the other party to this Agreement.

1.2 Name.

The name of the Partnership shall be Lot 50 Limited. Upon execution of this Agreement, the parties shall also sign, file and publish in the appropriate manner such documents as may be required under the laws of the State of Nevada.

1.3 Principal Place of Business.

The principal place of business of the Partnership shall be Kingsbury at 271 Kingsbury Grade, Stateline, Nevada or such other places as the parties shall hereafter determine.

1.4 Purposes.

The purposes for which this partnership is formed are as follows:

(a) The acquisition and development of the Property and the development, construction, and disposition of the structure thereon. Such activities are sometimes hereinafter referred to as the "Project".

(b) The entering into, performing and carrying out of contracts of any kind necessary to, or in connection with or incidental to, the accomplishment of the purpose of the Partnership; including, expressly, any contract or contracts with appropriate governmental agencies which may be desirable or necessary to comply with the requirements of applicable governmental statutes and rules.

(c) The acquisition of any property, real or personal, in fee or under lease, or any rights therein appurtenant thereto, necessary for the acquisition and marketing of the Project.

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(d) Borrowing money and issuing evidences of indebtedness, and securing the same by mortgage, deed of trust, pledge or other lien in furtherance of any or all of the objects of the Partnership, including, but not limited to, the borrowing of money, the issuing of indebtedness and the securing of the same with Partnership property for the purposes of providing financing for the project.

(e) The doing of any and all acts and things necessary, appropriate, proper, advisable, incidental to or convenient for the furtherance and accomplishment of the business, objectives, and purposes herein set forth.

1.5 Acquisition of the Property.

(a) Developer shall cause to be purchased by the Partnership all rights, title and interest in and to that certain piece and parcel of real property described on Exhibit "A", attached hereto.

(b) Gura hereby agrees to cooperate and execute all documents necessary or appropriate to effect the transfers required by this Section 1.5. Estimated escrow instructions are included as attachment NO. 1.

1.6 Term.

The term of this Partnership shall commence as of the date hereof and shall dissolve and terminate in accordance with the provisions of Article IV hereof.

1.7 Participants.

The name and place of residence of each member of the Partnership and their respective designations are as follows: General Partner: ILLINI CONSTRUCTION COMPANY; Limited Partners: GURA-NEVADA, INC., a Nevada corporation, P. O. Box "F", Stateline, Nevada, 89449; RONALD T. ENDO, 2067 College View Drive, Monterey Park, CA. 91754; DOUGLAS McINTYRE, 5709 Hazelbrook Ave., Lakewood, Calif. 90714; JIM TRACY, 3646 Rondee Way, Fullerton, Calif. 92633; STEVEN WEISER,

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4350 Shorecrest Lane, Corona Del Mar, Calif. 92625. TRANS-AMERICA BANCORP., LTD., a California corporation, 10061 Talbert, Suite 200, Fountain Valley, Calif. 92708; O.P.M. ENTERPRISES, LTD., a California corporation, 19 Ticonderoga, Irvine, Calif. 92714.

The percentage of ownership interest in the Partnership is set forth on Attachment No. 2.

ARTICLE II

FINANCIAL

2.1 Contributions.

(a) The amount of cash and a description of and the agreed value of other property contributed by all partners are as follows:

<u>Partners</u>	<u>Initial Contribution</u>
General Partner	\$ 22,500.00 Exhibit "D"
Gura-Nevada, Inc.	32,685.00 Exhibit "B"
O.P.M. Enterprises, Inc.	36,000.00 Exhibit "C"
Ronald T. Endo	10,000.00
Douglas McIntyre	10,000.00
Jim Tracy	6,000.00
Steven Weiser	-0-
Trans-America Bancorp., Ltd., a California corporation	-0-

(b) Contributions by Developer.

(i) Subject to Section 2.1(b) and Section 2.8(a) hereof, Developer shall make the following contributions to the Partnership at such time or times as the partnership shall require.

(A) All funds required to plan, develop, construct, market and maintain the Project in accordance with development plans; including, without limitation, the

construction of buildings, the completion of all off-site improvements, and the payment of selling, delivery and maintenance costs and any subsidy costs for any homeowners' association.

(B) All carrying costs relating to the ownership of the Property, including, without limitation, taxes, assessments and interest and principal reduction payments on loans.

2.2 Withdrawal.

No party shall be entitled to withdraw any part of its contribution to the capital of the Partnership without the express written consent of the other party hereto, except as otherwise provided in Section 2.5 hereof and Article IV hereof.

2.3 Accounts.

(a) Capital and Income Accounts. There shall be maintained for each party a Capital Account and an Income Account. Each party's Capital Account shall consist of its contribution to the Partnership subject to increase by any additional contributions to the Partnership capital and, except as provided in Section 2.5 hereof subject to decrease by any distributions made to such party in reduction of capital and its share of any Partnership losses charged to its Capital Account. Each party's share of the profits and losses of the Partnership shall be credited or debited, as the case may be, in accordance with Section 2.4, hereof, to its Income Account as of the close of each taxable year of the Partnership; and, additionally prior to any distribution of profit and losses pursuant to Section 2.5 hereof. Any debts that are remaining in any party's Income Account as of the close of each taxable year shall be reflected as a debit balance.

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2.4 Profits and Losses.

For purposes of this Agreement, "Cumulative Profits" and "Cumulative Losses" means the aggregate profits and losses from the inception of the Partnership to the date of the termination thereof. Cumulative Profits and the Partnership shall be allocated as follows:

(a) For profits earned from date of inception to date of dissolution:

(i) Fifteen percent (15%) of gross sales to W.C.R. Sales (TVL), Inc., a Nevada Corporation;

(ii) Fifty percent (50%) to the Developer or his assignees, as determined solely by Alfred D. Koeller.

(iii) Twenty percent (20%) to Gura or his assignees, as determined solely by Roman A. Gura, as set forth in Attachment No. 2 hereto.

(iv) Twentyfivepercent (25%) to O.P.M. Enterprises, Inc., or its assignees, as determined solely by Kenneth J. Harden, including those investors described in Attachment No. 2 hereto. (v) Steve Weiser, five percent (5%); or his assignees.

2.5 Distribution of Available Cash.

(a) Available Cash. "Available Cash" of the Partnership as used herein shall be the amount of cash of the Partnership which is available for distribution after the Manager has paid or made reasonable provision for the payment of all expenses, debts, liabilities, taxes and contingent liabilities, owing to creditors (actual or contingent) other than the parties hereto.

(b) Priority of Distribution. Available Cash shall be distributed to the parties at such times, and in such amounts as shall be determined by the Manager in accordance with the following priorities.

(i) To Gura, the balance of its capital and income account, if any.

(ii) To O.P.M. Enterprises, Inc., the balance of its capital and income account, if any.

(iii) To Ronald T. Endo, the balance of his capital and income account, if any.

(iv) To Douglas McIntyre, the balance of his capital and income account, if any.

(v) To Jim Tracy, the balance of his capital and income account, if any.

(vi) The balance, if any, pursuant to Profit and Losses schedule, Paragraph 2.4.

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(c) Distribution of Profits and Losses. The final distribution of Cumulative Profits and Cumulative Losses shall occur upon the termination of this Agreement. During the term of this Agreement, estimated profits, if any, which have been realized as a result of sales, leases, or other dispositions shall be distributed in accordance with Section 2.6 hereof to each party. The amounts distributed during the term of this Agreement shall not constitute a final determination of Cumulative Profits or Cumulative Losses.

2.7 Books and Accounts.

(a) As part of its contribution, Manager shall maintain complete and accurate books and accounts reflecting all of the assets, liabilities, operations, transactions, and financial condition of the partnership, and the books and accounts shall be kept in accordance with sound accounting practices consistently applied.

(b) November 6, 1981 through November 6, 1982 shall be the fiscal year of the Partnership.

(c) Manager shall prepare and furnish to Gura and O.P.M, Enterprises, Inc., not less frequently than quarterly information statements setting forth the financial condition and result of operations for such period, and, within ninety (90) days after the close of each fiscal year during the term of this Agreement, shall furnish financial statements setting forth the financial condition and results of operations with respect to such fiscal year. The cost and expense of such year end statements shall be borne by the Partnership.

(d) The books and records of the Partnership shall be available for inspection and audit by any party hereto or its duly authorized agent at any reasonable time. In the event Gura or O.P.M. Enterprises, Inc. elects to audit the books and records of the Partnership other than as provided in Section 2.7(c) hereof, the cost and expense of said audit shall be borne by Gura and O.P.M. Enterprises, Inc.

(e) All funds of the Partnership shall be deposited in a separate bank account or accounts as shall be determined by the Manager. All disbursements of the Partnership shall be made by check and all checks shall be signed by the Manager.

2.8 Financing.

(a) It is the intention of the parties hereto that the Partnership utilize, to the maximum extent reasonably possible, borrowed funds from third parties, secured by the Partnership's property and assets, if necessary or desirable, for and in the operation of the business of the Partnership. Such financing shall be used solely for the purpose set forth in Section 1.4 hereof.

(b) All third party loans made to the Partnership shall contain in the Note and Deed of Trust evidencing such loans express language limiting the liability of the parties hereto to their respective interest as partners in the Partnership and otherwise exculpating the parties from personal liability for repayment of principal and interest and the performance of other obligations arising therefrom.

ARTICLE III
MANAGEMENT OF THE PARTNERSHIP

3.1 Manager.

Developer shall be the Manager of the Partnership and shall continue to act in such capacity until: (i) the Partnership is terminated; (ii) Developer or its assignee ceases to be a member of the Partnership; or (iii) the Partnership is dissolved by virtue of an Event of Default set forth in Section 4.1 hereof and Developer's conduct or condition is the subject of such Event of Default. Upon Developer's termination as Manager, Gura shall have the right to designate itself or any other party to the Partnership as Manager.

3.2 General Duties of Manager.

Manager shall have control over the management of the daily business and affairs of the Partnership, shall make all operating decisions in connection with the construction of the Project, and shall have all authority reasonably necessary to implement and carry out the Project. Without limiting the generality of the foregoing, Manager shall cause to be performed and shall have sole authority with respect to the management and supervision of the following:

(a) All details relating to the development, subdivision, construction and marketing of the Property.

(b) Preparation and processing of all application and other documents required for building permits or approvals by government agencies as shall be required for the development of the Project in accordance with the plans and specifications.

(c) Construction of both off-site and on-site improvements and the execution and administration of all construction contracts.

(d) Negotiations with and presentation of all necessary application to the County of Douglas, water districts, sanitation and any other special districts or governmental agencies, departments, boards, commissions, or entities with respect to the planning and development of the Project..

(e) Negotiation of contracts with appropriate firms, persons or entities to obtain all material and services required in accordance with the plans and specifications.

(f) At all times during construction of the Project, supervision of the performance of all work in connection with such construction.

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(g) Engagement of the necessary engineers, supervisors and other personnel to complete any construction and subdivision programs.

(h) Planning, coordinating, and implementing all marketing procedures necessary to accomplish the sale, lease or other disposition of the Property and improvements thereon.

(i) Coordination of matters with title insurance companies relating to the development of the Property.

(j) Providing all supervisory, architectural, accounting, technical, overhead and other services necessary to the development of the Property.

(k) Procuring liability insurance which will protect the Partnership from liability to others for personal injury, including death and property damage, arising from Partnership operations, with coverage of at least \$1,000,000 per occurrence.

(l) Procuring such insurance as will protect the Partnership from claims under workmen's compensation acts and other employee benefit acts.

(m) Procuring such fire and extended coverage insurance as may be required to meet the requirements of lenders to protect all buildings to be constructed by the Partnership.

(n) Arrange all bonds or other undertakings issued by a surety company to the Partnership and all other loans or loan commitments made by a lender to the Partnership, consistent with the development of the Project. In the event that any shareholder or partner of either party hereto becomes obligated to any surety arising out of the activities of the Partnership, the Partnership shall indemnify and hold harmless such shareholder or partner from any liabilities, claims, damages, losses and expenses, including attorney fees arising therefrom.

(o) Execution of all documents necessary or appropriate to accomplish the improvement, construction, development, marketing, sale or other disposition of the Project.

No person dealing with the Partnership shall be required to determine the sole and exclusive authority of Developer to execute without the joinder of Gura, and to deliver on behalf of the Partnership, any documents provided for in this Agreement or as may be necessary, desirable, or appropriate to the performance of Developer's duties and responsibilities as Manager.

3.3 Development Plans.

Developer shall prepare plans of development, operating budgets and financial reports necessary or appropriate to the Partnership's operation.

3.4 Agency.

Messrs. Roman A. Gura or Mr. Bill Thomas shall solely represent Gura in all matters related to the Partnership and the Project. The Partnership and Manager may rely upon any act, communication, document, authorization, instrument, or signed writing of, either Roman A. Gura, or Mr. Bill Thomas as the duly authorized and empowered act, communication, document or signed writing of Gura and the Partnership and the Manager shall have no obligation to determine the validity, authority or power of Roman A. Gura and Mr. Bill Thomas to act in each instance for or on behalf of Gura. Gura shall have to right from time to time to change the party or parties designated herein upon (7) days prior written notice to the Partnership.

ARTICLE IV DISSOLUTION

4.1 Events of Default.

Any one or more of the following acts or omissions shall be deemed an Event of Default under this Agreement:

(a) Any attempted dissolution of the Partnership by any party other than pursuant to this Article IV. The parties agree that the Partnership will incur irreparable damage to its goodwill and reputation in the event any party hereto should bring an action in court to dissolve the Partnership.

(b) The withdrawal of either party prior to the end of the term of the Partnership set forth in Section 4.2 (i) hereof without the approval of the other party hereto, except as provided in Section 4.2 (ii) hereof.

(c) The petition or application by either party to any tribunal for appointment of a trustee or receiver of either party under any bankruptcy or reorganization statute or under any arrangement, insolvency, dissolution or liquidation law of any jurisdiction, whether now or hereinafter in effect.

(d) Any petition or application of the type described in subparagraph (c) above is filed, or any proceedings of the type described in subparagraph (c) are commenced against either party,

and such party by any act indicates its approval thereof, consent thereto or acquiescence therein, or any order is entered appointing any trustee or receiver, or adjudicating either party bankrupt or insolvent, or approving the petition in any such proceeding, which order remains in effect for more than thirty (30) days.

(e) Any order is entered against either party decreeing the dissolution of either party, which order shall not have been vacated or otherwise terminated within thirty (30) days.

(f) The assignment for the benefit of either party's creditors.

(g) The violation by any party of any material term or condition in this Agreement or exhibits attached hereto.

(h) The failure of the Partnership to initiate, and diligently pursue thereafter, construction on the Property on or before June 30, 1982.

4.2 Events of Dissolution.

The Partnership shall dissolve upon the earliest occurrence of any of the following events:

(i) December 31, 1984.

(ii) the election of both parties to dissolve the Partnership,

(iii) in the case of an Event of Default set forth in Section 4.1(a) through (f), upon the giving of notice by the non-defaulting party of its election to dissolve the Partnership, which notice may be given at any time after the occurrence of such Event of Default, provided such default has not been cured, or

(iv) in the case of an Event of Default set forth in Section 4.1(g) through (i), 20 days after the giving of notice by the nondefaulting party of its election to dissolve the Partnership which notice may be given at any time after the occurrence of such Event of Default, provided such default has not been cured by the date of such notice.

Except as provided herein, the withdrawal of either party (unless the other party elects to dissolve the Partnership upon such withdrawal as above provided) shall not work a dissolution of the Partnership, but the business shall continue without interruption and without any breach of continuity.

4.3 Dissolution Other than by Default.

In the case of dissolution upon the election of both parties to dissolve the Partnership in the absence of the occurrence of any Event of Default, the parties shall, at the time of their election to dissolve, determine the manner in which the affairs of the Partnership shall be wound up and shall designate the party or parties who shall be responsible therefore. In the case of dissolution pursuant to Section 4.2 (i) hereof, the Manager shall wind up (or cause the winding up of) the affairs of the Partnership and shall make all decisions, execute and deliver such documents, and do such acts as it may deem necessary or appropriate for the winding up.

4.4 Date of Dissolution.

The "Date of Dissolution" as that term is used herein shall mean the Date upon which the Partnership shall dissolve in accordance with Section 4.2 hereof.

4.5 Dissolution by Default.

(a) In the case of a dissolution arising from an Event of Default, the defaulting party shall be deemed to have caused such dissolution in contravention of this Agreement and shall be liable for the damages resulting therefrom and, from and after the Date of Dissolution, the nondefaulting party shall have complete control over the management and operation of the Partnership and shall elect to either (i) wind up the affairs of the Partnership, or (ii) continue the affairs of the Partnership as provided in the Nevada Uniform Partnership Act. In the event the nondefaulting party elects to wind up the affairs of the Partnership, it shall designate the party or parties who shall be responsible therefore and it shall have full power and authority to sell, transfer or otherwise dispose of all of the assets of the Partnership (and each of them) at such prices and on such terms and take such other action as it shall, in its sole discretion, determine to be in the best interests of the Partnership. The nondefaulting party may, from time to time and at any time, have the assets, or one or more of them, appraised at the expense of the Partnership for distribution in kind, subject to existing loans. Such assets shall be distributed between the parties in such a manner as the nondefaulting party shall, in its sole discretion, determine in accordance with the priority of distributions established in Section 4.6 hereof. The party responsible for winding up shall be entitled

to reasonable compensation for its services in connection therewith, which compensation shall be considered an expense of the Partnership. Partnership profits and losses during the winding up period shall be allocated between the parties in the same manner as prior to or on the Date of Dissolution as provided in Section 2.4 hereof. Upon completion of the winding up of the Partnership, the nondefaulting party shall render an accounting to the defaulting party, or its legal representative, of the operations of the Partnership to the date of such accounting.

(b) Notwithstanding Section 4.5 (a) hereof, and notwithstanding any provisions to the contrary contained herein, it is understood and agreed that in the case of a dissolution arising from an Event of Default set forth in Section 4.1 (i) hereof:

(i) the Partnership will lack the funds necessary to complete the purchase of the Property as provided in Attachment #1, and

(ii) failure to make the required payment under Attachment #1 hereto will result in the loss of the Partnership's rights to the Property.

(iii) Gura shall not be obligated to contribute funds in order to complete the purchase of the Property, and

(iv) Developer shall be the defaulting party and shall have caused said dissolution, and

(v) any and all losses and/or damages suffered by the Partnership shall be the liability of Developer, and shall serve to reduce Developer's Income and Capitol Accounts to the extent of said losses and/or damages.

4.6 Distribution of Assets.

Upon payment of or provision for all Partnership liabilities other than liabilities to the parties hereto and after completion of winding up in accordance with the provisions of Sections 4.3 and 4.5, if applicable, the Partnership assets including, without limitation, the Property (or any portion thereof remaining in the Partnership), improvements thereon,

(a) First, the party responsible for winding up shall be paid the compensation to which it is entitled for its services in winding up the affairs of the Partnership;

(b) Second, the remaining Partnership assets shall be distributed to the parties as though they were deemed to be Available Cash in accordance with the priority established in accordance with Section 2.6 (b).

If, after the Partnership assets have been distributed to the parties in accordance with the provisions of this Section 4.6, either party's Income Account and Capital Account results in an aggregate debit balance, such party shall, within ten (10) days after the final distribution of assets pursuant to Section 4.6 thereof, contribute to the Partnership an amount equal to such debit balance.

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ARTICLE V

TRANSFER OF PARTNER'S INTEREST

5.1 Assignment.

(a) Except as provided in Section 5.1 hereof, there shall be no assignment of any interest, right or duty under this Agreement by any party without the prior written consent of Kenneth J. Harden.

(b) Notwithstanding the foregoing, no such consent shall be required for the assignment by Gura of this Agreement to any other corporation, the majority of the voting power of which is in Roman Gura and/or a trust or trusts for the benefit of Roman A. Gura or the family of Roman A. Gura, or to any other entity, the majority of control and beneficial ownership of which is in Roman A. Gura and/or a trust or trusts for the benefit of Roman A. Gura or the family of Roman A. Gura.

ARTICLE VI

MISCELLANEOUS

6.1 Indemnity.

The doing of any act or the failure to do any act by the Manager if done or omitted to be done in good faith to promote the best interests of the Partnership shall not subject such Manager or its officers, shareholders, directors, employees, or agents to any liability to the Partnership or any other party to the Partnership. Each party hereby covenants and agrees to indemnify and hold the other party, its officers, shareholders, directors, employees, and agents harmless from and against any and all liability, loss, damage, costs, claims, awards, judgements, expenses and reasonable attorney's fees, if any, arising out of or in any way connected with negligence of the indemnifying party, its officers, shareholders, directors, employees or agents.

6.2 Notices.

Any notice, request, demand, instruction or other document to be given hereunder or pursuant hereto any party shall be in writing and delivered personally or sent by registered or certified mail as follows:

If to Developer

Illini Construction Company

16515 Cotuit Circle

Huntington Beach, California 92649

Attn: Mr. Alfred D. Koeller, President

If to Gura

Gura Nevada, Inc.

P.O. Box F

Stateline, Nevada 89449

Attn: Mr. Roman Gura/Mr. Bill Thomas

If to O.P.M. Enterprises, Inc.

O.P.M. Enterprises, Inc.

19 Ticonderoga

Irvine, California 92714

Attn: Mr. Kenneth J. Harden, Vice President

A notice shall have been deemed to have been given when personally

served, received or rejected by the intended recipient. The addresses and addressees for the purpose of this Section 6.2 may be changed by giving written notice of such change in the manner herein provided for giving notice. Unless and until such written notice is received, the last address and addressees stated by written notice, as provided herein if no written notice of change has been sent or received, shall be deemed to continue in effect for all purposes hereunder.

6.3 Attorney's Fees.

Should any party bring suit to enforce any provision of this Agreement or any claim arising therefrom, the successful party in such proceedings shall be entitled to recover his costs and reasonable attorney's fees and any judgement awarded shall include the same.

6.4 Captions; Nevada Law; Entire Agreement.

The headings in this Agreement are inserted for convenience and identification only, and are in no way intended to describe, define or limit the scope, intent or interpretation of this Agreement or any provision hereof. Every provision of this Agreement is intended to be several. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the within Agreement. This Agreement and Exhibits attached hereto and the application or interpretation thereof shall be governed and enforced exclusively by its terms and by the laws of Nevada. It is agreed that all understandings and agreements heretofore had between the parties respecting this transaction are merged into this Agreement and Exhibits attached hereto, which alone, fully and completely expresses their agreement, and that there are no agreements except as specifically set forth in this Agreement and the Exhibits attached hereto. As used in this Agreement, the masculine, feminine or neuter gender and the singular or plural number shall be deemed to include the other whenever the context so indicates.

6.5 Counterparts.

This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one Agreement.

6.6 Partition.

Each of the parties hereto irrevocably waives during the term of the Partnership any right which it may have to maintain any action for partition with respect to the Property of the Partnership.

6.7 Successors and Assigns.

Subject to the limits on assignability of an interest in the Partnership as provided in Article V hereof, each and all of the covenants, terms provisions and agreements contained herein shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

6.8 Further Documents.

Each party hereto shall execute such other and further documents and instruments reasonably requested by any other party to more clearly evidence and carry out the provisions of this Agreement.

6.9 Business Opportunities.

Subject to the limitations contained in Section 1.1 hereof, any party or shareholder, officer, director, employee or other person holding legal or beneficial interest in the parties of this Partnership may, independently or with others engage in or possess an interest in other business ventures of every nature and description including, but not limited to, the ownership, financing, leasing, operation, management, development or redevelopment of real property and without having or incurring any obligation to offer any interest in such activities to the Partnership or any party hereto. Neither the Partnership nor the parties hereto shall have any right by virtue of this Agreement in and to such independent partnerships or to the income therefrom.

6.10 Tax Election.

In the event that either party makes a contribution of property to the Partnership, the adjusted basis of which for income tax purposes is different from the value at which such property is accepted by the Partnership,

the Partnership shall elect to have such difference allocated to the contributing party pursuant to Section 704(c)(2) of the Internal Revenue Code of 1954, or amended, and any comparable state statute.

CONTINGENCY AND CANCELLATION

The effectiveness of this Limited Partnership Agreement is specifically contingent upon the real property described on Exhibit "A", being transferred to the Partnership on or before March 25, 1982. In the event the property is not transferred to the Partnership within said period of time, then this Limited Partnership Agreement is null and void. This Limited Partnership Agreement is not to be used by any of the parties hereto until such time as the real property described on Exhibit "A", has been transferred to the Partnership.

The parties hereto agree not to exercise any lien rights that they might have or claim to have regarding the real property described on Exhibit "A".

EXECUTED the date and year first above written.

GENERAL PARTNER:

DEVELOPER

By

Illini Construction

Its

Alfred D. Koeller, Pres.
ILLINI CONSTRUCTION COMPANY
Alfred D. Koeller, Pres.

LIMITED PARTNER:

GURA MILLAN ASSOCIATES, LTD.

By

Roman A. Gura

Its

Stan P. Millan

GURA NEVADA INC.
Roman A. Gura
MILLAN NEVADA INC.
Stan P. Millan

LIMITED PARTNER:

O.P.M. ENTERPRISES, INC.

By

Kenneth J. Harden

Its

Kenneth J. Harden
KENNETH J. HARDEN
Vice-President

LIMITED PARTNER:

Ronald T. Endo
RONALD T. ENDO

Witnessed by:

Kenneth J. Harden
Kenneth J. Harden

LIMITED PARTNER:

Douglas McIntyre
DOUGLAS MCINTYRE

Witnessed by:

Kenneth J. Harden
Kenneth J. Harden

LIMITED PARTNER:

Jim Tracy
JIM TRACY

Witnessed by:

Kenneth J. Harden
Kenneth J. Harden

LIMITED PARTNER:

Steven Weiser
STEVEN WEISER

LIMITED PARTNER:

TRANS-AMERICA BANCORP., LTD.,
a California corporation

By James M. Guxser
JAMES M. GUXSER

Its President

Witnessed by:

Kenneth J. Harden
Kenneth J. Harden

EXHIBIT "A"

All that certain real property located in the County of Douglas, State of Nevada, more particularly described as:

Lot 50, as set forth on the Second Amended Map of Tahoe Village, Unit No. 1, filed for record November 5, 1979, as Document No. 38480, Official Records of Douglas County, State of Nevada.

Assessor's Parcel No. 09-033-33

COPY

EXHIBIT "B"
GURA CAPITAL ACCOUNT

\$ 7,000.

Deposit with architect

36,000. *MS.*

Water & sewer permit deposit

2,000.

MAI appraisal, Ralph Clark

250.

Special use permit

\$ 1,435.

Payment for condo and revised subdivision map.

12,500.

Payment on original plans (Bill Engle).

2,500.

Appraisal (Dave Siefert)

18,000.

Preliminary excavation Lot 50 (Brunell)

Total \$ 79,685. *MS.*

Less 36,000.

To be paid to Gura as credit on capital account from proceeds on sale of lot 50 to limited partnership - ref. Escrow instruction attachment #1.

Total \$ 43,685. *MS.*

Balance due Gura on capital account to be paid in accordance with Article II.

EXHIBIT "C"

OPM ENTERPRISES, INC., CAPITAL ACCOUNT

	\$ 72,000.	Subtotal Contributions
	2,000.	Timeshare appraisal, Ralph Clark
Total	<u>\$ 74,000.</u>	
Less	38,000.	To be paid to OPM as credit on capital account from proceeds on sale of lot 50, to limited partnership. Ref., Escrow instruction attachment #1.
Total	<u>\$ 36,000.</u>	Balance due OPM on Capital account to be paid in accordance with Article II.

EXHIBIT "D."

ILLINI CONSTRUCTION COMPANY

CAPITAL ACCOUNT

\$ 20,000.00

Deposit Standby Commitment

\$ 2,500.00

Appraisal Fee

\$ 22,500.00

Total

COPY



March 16, 1982

REPLY TO:
P.O. BOX 3745
STATELINE, NEVADA 89449
PHONE NO. 588-5621

REPLY TO:
P.O. BOX 158
MINDEN, NEVADA 89423
PHONE NO. 782-2284

Date
Re-Your No. 17015-L

Gentlemen:

There is transmitted to you herewith the following:

1. A Deed in favor of Lot 50 Limited covering Lot 50, Tahoe Village Unit No. 1.
2. A Deed in favor of Millan Nevada Inc. covering Lot 50, Tahoe Village Unit No. 1, to be recorded as an Accomodation only.
3. Lot 50, Limited Partnership Agreement.

TO BE DELIVERED OR DISBURSED upon recordation, subject to the exceptions and conditions of the standard form of title insurance policy, of said Deed upon the payment of the sum of \$1,080,000.00 as adjusted by the following statement.

SUBJECT TO; Items 1,5,6,7,8, & 12 of the attached report

The parties acknowledge that due to recent legislation passed by the Nevada State Legislature in June, 1981 S.B. 69 which amended Section 19.3 of NRS 361.450, the taxes for the fiscal year 1981-82 will be forgiven; the tax bill issued by the tax collector in June of 1982 will be for the fiscal year 1982-1983. Escrow Agent. therefore, is directed NOT to pro-rate any taxes whatsoever from July 1, 1981 to the close of escrow.

THE DEMAND for the delivery or disbursement of the above named items shall be in accordance with the following statement.

	Debit	Credit
Sale Price	\$	\$ 1,080,000 00
Pay 80-81 taxes in full	597 13	
Pro-rata Assmt. 47-1275 1/1 to 3/17	37 06	
Pro-rata Assmt. 64-50 3/1 to 3/17	26 63	
Pay Tahoe Village HO dues 1/31/82 to 3/17	676 80	
Pay Scotia Bank full recon.	300,000 00	
Pay Millan Nevada Inc. full recon	150,000 00	
Pay Weaver & son Inc.	97,878 00	
Pay OPM Enter. Inc. trust account	130,719 00	
Pay OPM Enter. Inc. capital Acct.	38,000 00	
Pay Gura Nevada Inc.	36,000 00	
Deposit to seller outside of escrow	288,000 00	
Title Insurance 1/2 of \$2,447.50	1,223 75	
Escrow Fee 1/2 of \$695.00	347 50	
Conveyancing 1/2 of \$50.00	25 00	
Trustee Fee	30 00	
RPTT 1/2 of \$1,188.00	594 00	
Preliminary Escrow Work	500 00	
Recording Fee 1/2 of \$70.00	35 00	
Proceeds to Gura Nevada Inc.	35,310 13	
Balance to		
TOTALS	\$1,080,000 00	\$1,080,000 00

Authority to deliver shall be deemed to be Authority to Record

We acknowledge receipt of an executed copy of this instruction and the items listed hereon.

GURA MILLAN ASSOCIATES

BY: 

ROMAN A. GURA

Please mail our items to

By 
STAN P. MILLAN

65954

LIBER 382 PAGE 1198



March 16, 1982
 Date
 Re-Your No. 17015-L

REPLY TO:
 P.O. BOX 3745
 STATELINE, NEVADA 89449
 PHONE NO. 588-5621

REPLY TO:
 P.O. BOX 158
 MINDEN, NEVADA 89423
 PHONE NO. 782-2284

Gentlemen:

There is transmitted to you herewith the following:

1. The sum of \$795,050.76
2. Partnership Agreement

TO BE DELIVERED OR DISBURSED upon recordation, subject to the exceptions and conditions of the standard form of title insurance policy, of a Deed covering Lot 50, Tahoe Village Unit No. 1, which will vest title in Lot 50 Limited

SUBJECT TO: Items 1,5,6,7,8, & 12 of attached report

The parties acknowledge that due to recent legislation passed by the Nevada State Legislature in June, 1981 S.B. 69 which amended Section 19.3 of NRS 361.450, the taxes for the fiscal year 1981-82 will be forgiven; the tax bill issued by the tax collector in June of 1982 will be for the fiscal year 1982-1983. Escrow Agent, therefore, is directed NOT to pro-rate any taxes whatsoever from July 1, 1981 to the close of escrow.

THE DEMAND for the delivery or disbursement of the above named items shall be in accordance with the following statement.

	Debit	Credit
Purchase Price	\$ 1,080,000.00	\$
Pro-rata Assmt. 47-1275 1/1 to 3/17		37 06
Pro-rata Assmt. 64-50 3/1 to 3/17		26 63
Deposit to seller outside of escrow		288,000 00
Tahoe Village HO dues 3/17 to 6/30/82	1,483 20	
Title Insurance 1/2 of \$2,447.50	1,223. 75	
Escrow Fee 1/2 of \$695.00	347 50	
Conveyancing Fee 1/2 of \$50.00	25 00	
Recording Fee 1/2 of \$70.00	35 00	
Revenue Stamps 1/2 of \$1,188.00	594. 00	
Balance to Silver State Title		795,644 76
TOTALS	\$1,083,708 45	\$1,083.708 45

Authority to deliver shall be deemed to be Authority to Record

We acknowledge receipt of an executed copy of this instruction and the items listed hereon.

By ROMAN A. GURA

LOT 50 LIMITED
 BY: ALFRED D. KOELLER
 Please mail our items to

**Silver State**
TITLE COMPANY

SILVER STATE TITLE CO.
292 Kingsbury Grade
Box 3745
Stateline, Nev. 89449

UP-DATED
PRELIMINARY REPORT
NO LIABILITY HEREUNDER

APPLICATION NUMBER 17015-L

An examination of the Records at the Office of the Recorder of
land hereinafter described is at 7:30 a. m. on

DOUGLAS
November 18, 1981.

County discloses that the title to the

VESTED IN: GURA MILLAN ASSOCIATES, LTD., a Nevada Partnership

DESCRIPTION

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND SITUATE IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, DESCRIBED AS FOLLOWS:

Lot 50, as set forth on the Second Amended Map of Tahoe Village Unit No. 1, filed for record November 5, 1979, as Document No. 38480, Official Records of Douglas County, State of Nevada. Assessor's Parcel No. 09-033-01

SUBJECT TO:

1. Taxes for the fiscal year July 1, 1981 to July 1, 1982, together with personal property taxes, assessments, and other taxes collected therewith, a lien, not yet due or payable.
2. Taxes for the fiscal year July 1, 1980 to July 1, 1981, together with personal property taxes, assessments, and other taxes collected therewith, a lien, now due and payable in the amount of \$2,258.17, Tax Roll No. 09-033-33. The first two quarterly installments are delinquent in the amount of \$1,208.12, including penalties. The third quarterly installment in the amount of \$564.54 will become delinquent if not paid on or before the first Monday in January, 1982.
3. Sanitary Sewer Special Assessment No. 47-1275, levied by the Kingsbury General Improvement District, Project No. 73-1. The original amount is \$3,834.00; balance remaining is \$2,172.60. The first 13 semi-annual installments have been paid. The 14th and 15th semi-annual installments are delinquent in the amount of \$475.53, Principal, Interest, and Penalties. The 16th installment in the amount of \$127.80 Principal plus \$74.12 or less Interest will become delinquent if not paid on or before the first Monday in January, 1982.
4. Special Assessment No. 64-50, levied by the Kingsbury General Improvement District, Project No. 73-2. The original amount was \$12,000.00; balance remaining is \$8,264.55. The first 13 semi-annual installments have been paid. The 14th and 15th installments are delinquent in the amount of \$1,650.05, Principal, Interest, and Penalties. The 16th semi-annual installment in the amount of \$486.15 Principal plus \$281.96 or less Interest will become delinquent if not paid on or before the first Monday in March, 1982.
5. Any possible future assessments, charges and fees which may become due the Kingsbury General Improvement District, by reason of the premises lying within the boundaries of such District.

Page 1 of 4 pages

65954
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6. Covenants, Conditions, Restrictions and building set-back lines, with no express provision for forfeiture or reversion of title in event of violation thereof, and containing a mortgagee protection clause, contained in Declaration of Restrictions, recorded by Lake Tahoe Land, Inc., recorded August 31, 1971, in Book 90, Page 473, Document No. 54193 and in Book 90, Page 485, Document No. 54194, and recorded January 11, 1973, in Book 173, Page 229, Document No. 63681, Official Records of Douglas County, State of Nevada. Said Covenants, Conditions and Restrictions were amended by Amendment to Declaration of Covenants, Conditions and Restrictions recorded July 2, 1976, in Book 776, Page 087, Document No. 01472, Official Records of Douglas County, State of Nevada.
7. Matters set forth on the Map and Dedication Sheet of Tahoe Village Unit No. 1, (formerly Alpine Village Unit No. 1) Amended Map, including easements and rights of way as set forth on said Map, filed for record December 7, 1971, in Book 94, Page 203, Document No. 55769, Official Records of Douglas County, State of Nevada.
8. Any amounts due the Tahoe Village Homeowners Association by reason of the subject property lying within the boundaries of said subdivision.
9. Deed of Trust dated August 10, 1979, executed by Tahoe Nevada Properties, a Nevada limited partnership, Trustor, to Silver State Title Co., Trustee, to secure an indebtedness of \$1,125,000.00 in favor of The Mercantile Bank of Canada, a Canadian Banking Association, Beneficiary, and any other amounts payable under the terms thereof, recorded August 14, 1979, in Book 879, Page 977, Document No. 35550, Official Records of Douglas County, State of Nevada. Said Deed of Trust was re-recorded September 18, 1979, in Book 979, Page 1391, Document No. 36765, Official Records of Douglas County, State of Nevada. Affects this and other property.

The Beneficial Interest under the above deed of trust was assigned to Namor Investments LTD. by Document recorded January 3, 1981, in Book 181, Page 1801, Document No. 53078, Official Records of Douglas County, State of Nevada. Said document was re-recorded February 26, 1981, in Book 281, Page 1736, Document No. 53359, Official Records of Douglas County, State of Nevada.

The Beneficial Interest of Namor Investments LTD. was assigned to Bank of Nova Scotia by Document recorded January 30, 1981, in Book 181, Page 1811, Document No. 53079, Official Records of Douglas County, State of Nevada.

10. Provisions as set forth in Proceeds Agreement dated August 10, 1979, by and among Tahoe Nevada Properties, a Nevada limited partnership, Cura Nevada, Inc., a Nevada corporation, and The Mercantile Bank of Canada, a Canadian Banking association, recorded August 14, 1979, in Book 879, Page 1028, Document No. 35552, Official Records of Douglas County, State of Nevada. Said Proceeds Agreement was re-recorded September 18, 1979, in Book 979, Page 1417, Document No. 36766, Official Records of Douglas County, State of Nevada. Affects this and other property.

11. Financing Statement recorded August 14, 1979, in Book 879, Page 1, Document No. 35553, Official Records of Douglas County, State of Nevada. Said Financing Statement was re-recorded September 18, 1979, in Book 979, Page 1424, Document No. 36767, Official Records of Douglas County, State of Nevada. Affects this and other property.
12. Matters as set forth on the Map and Dedication Sheet of the Second Amended Map of Tahoe Village Unit No. 1, including rights of ways and easements as set forth on said Map filed for record November 5, 1979, as Document No. 89480, Official Records of Douglas County, State of Nevada.
13. Deed of Trust dated May 30, 1980, executed by Tahoe Nevada Properties, a Nevada limited partnership, Trustor, to Lawyers Title Insurance Corporation, a corporation, Trustee, to secure an indebtedness of \$300,000.00 in favor of Millan Nevada, Inc., a Nevada corporation, c/o Stephen D. Hartman, Allison, Brunetti, MacKenzie & Taylor, Ltd., Beneficiaries, and any other amounts payable under the terms thereof, recorded June 2, 1980, Book 680, Page 21, Document No. 44943, Official Records of Douglas County, State of Nevada. Affects this and other property.
14. Notice of Lien filed by the Tahoe Village Homeowners Association, a non-profit Nevada corporation, in the amount of \$9,460.00, recorded April 27, 1981, in Book 481, Page 1741, Document No. 55732, Official Records of Douglas County, State of Nevada.
15. Notice of Default and Election to Sell Condominium filed by the Tahoe Village Homeowners Association, recorded September 11, 1981, in Book 981, Page 698, Document No. 60302, Official Records of Douglas County, State of Nevada. Affects Lots 50 and 56.

ESCROW NOTE: Per document recorded June 2, 1980, Book 680, Page 27, Document No. 44944, Official Records of Douglas County, State of Nevada, G.N. Properties, Inc., a Nevada corporation, and Millan Nevada, INC., a Nevada corporation, have formed a general partnership and are doing business under the name of Gura Millan Association, Ltd. The following are the corporate officers:

MILLAN NEVADA, INC.	
President:	Stan P. Millan
Secretary-Treasurer:	Walter Millan
Director:	Wendy M. Millan

G.N. PROPERTIES, INC.--Delinquent as of June, 1981.	
President:	Roman A. Gura
Vice President:	Jerry L. Alley
Vice President & Secretary-Treasurer:	James C. Nairne

NOTE: Attention is directed to the fact that the Company can assume no liability under its policy, closing instructions, or insured closing service for compliance with requirements of Consumer Credit Protection, Truth in Lending, or similar law.

DEPT

This report does not include an examination of, and the policy of title insurance in the usual form will not insure against loss by reason of:

1. Easements or liens which are not shown by the public records of the county, or of the city, in which said land or any part thereof is situated.
2. Rights or claims of persons in possession of said land which are not shown by those public records which impart constructive notice.
3. Any facts, rights, interests, or claims which are not shown by those public records which impart constructive notice, but which could be ascertained by an inspection of said land, or by making inquiry of persons in possession thereof, or by a correct survey.
4. Mining claims, reservations in patents, water rights, claims or title to water.
5. Any governmental acts or regulations restricting, regulating or prohibiting the occupancy or use of said land or any building or structure thereon.
6. The plat which accompanies this report is not a survey, and therefore the plat is not a part of this report.

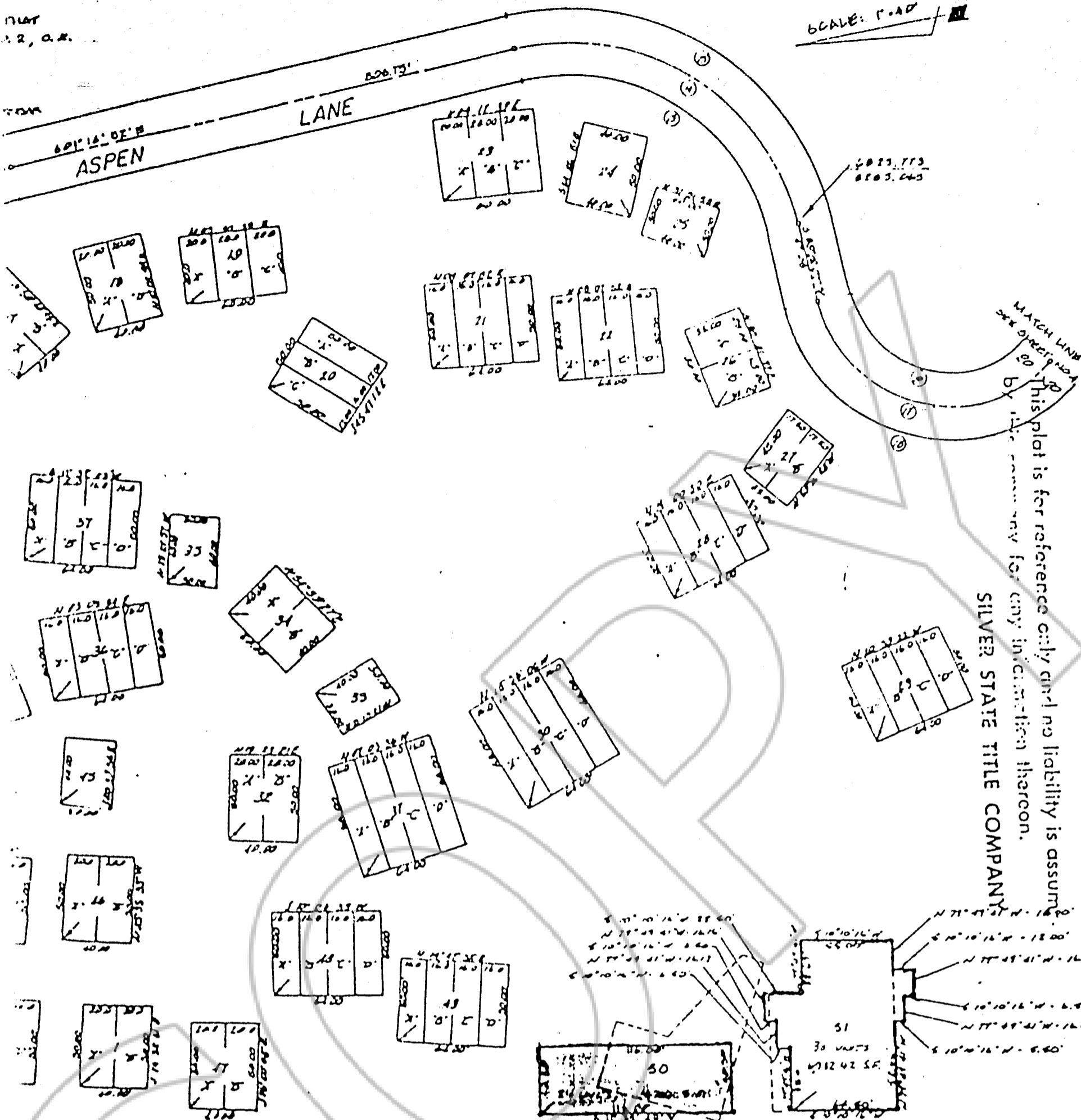
SILVER STATE TITLE COMPANY

By D.L. Berg ESQ.

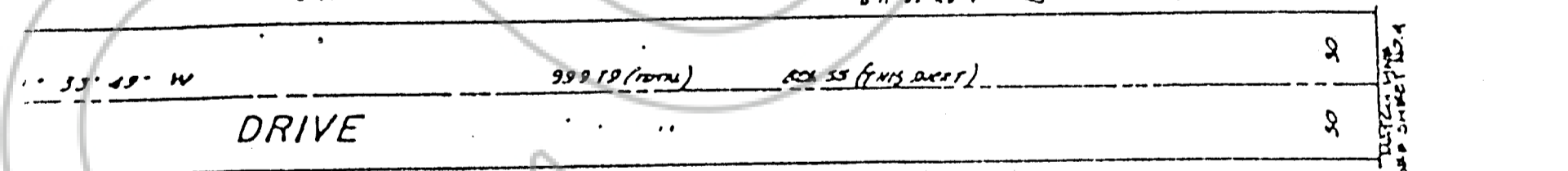
TAHOE VILLAGE UNIT NO. 1
 SECOND AMENDED MAP
 AMENDING LOCATIONS OF LOTS 30 & 31

PLAT
 2, A.R.

SCALE: 1"=40'



SILVER STATE TITLE COMPANY



Lot	Area	Area	Area	Area	Area	Area	Area	Area
13	120.00	120.00	120.00	120.00	120.00	120.00	120.00	120.00
14	140.00	140.00	140.00	140.00	140.00	140.00	140.00	140.00
15	120.00	120.00	120.00	120.00	120.00	120.00	120.00	120.00
16	120.00	120.00	120.00	120.00	120.00	120.00	120.00	120.00
17	120.00	120.00	120.00	120.00	120.00	120.00	120.00	120.00
18	120.00	120.00	120.00	120.00	120.00	120.00	120.00	120.00
19	120.00	120.00	120.00	120.00	120.00	120.00	120.00	120.00
20	120.00	120.00	120.00	120.00	120.00	120.00	120.00	120.00
21	120.00	120.00	120.00	120.00	120.00	120.00	120.00	120.00
22	120.00	120.00	120.00	120.00	120.00	120.00	120.00	120.00
23	120.00	120.00	120.00	120.00	120.00	120.00	120.00	120.00
24	120.00	120.00	120.00	120.00	120.00	120.00	120.00	120.00

Sheet 2 of 2 Amended
 Sheet 3 of 4 Amended
 Map, Tahoe Village Unit 1

PROFIT AND LOSS SCHEDULE

A. Fifteen percent (15%) of gross sales to W.C.R. Sales (TVL) Inc., a Nevada Corporation. (First Priority Distribution)

The balance, if any, to:

B. Fifth percent (50%) of profits and/or losses to Illini Construction Company, a California Corporation.

C. Ten percent (10%) to Millan Nevada, Inc., a Nevada Corporation.

D. Ten Percent (10%) to W.C.R. Developments (TVL) Inc., a Nevada Corporation.

E. Two percent (2%) to Ronald T. Endo, a single man. (Note: Mr. Endo's capital account is \$10,000 and is accruing interest at 15% per annum from 8/19/81 to dissolution, but no later than November 1, 1984.)

F. Two percent (2%) to Douglas McIntyre, a single man. (Note: Mr. McIntyre's capital account is \$10,000 and is accruing interest at 15% per annum from 8/20/81 to dissolution, but no later than November 1, 1984.)

G. One percent (1%) to the reverend Jim Tracy, a married man. (Note: Reverend Tracy's capital account is \$6,000 and is accruing interest at 15% per annum from March 19, 1981 to dissolution, but no later than November 1, 1984.)

H. Five percent (5%) to Steve Weiser, a single man.

I. One percent (1%) to Transamerica Bancorp Ltd., a California Corporation.

J. Nineteen percent (19%) to O.P.M. Enterprises, Inc., a California Corporation.

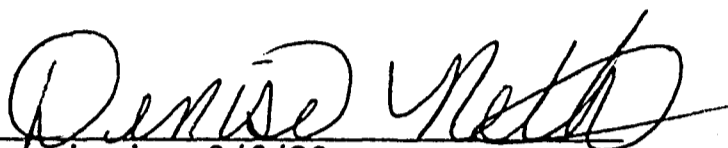
LOT 50 PROJECTED COSTS

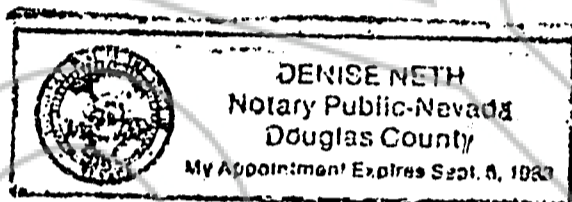
	<u>Total</u>	<u>Equity</u>	<u>Construction Loan</u>	<u>Closing</u>
Items to Clear Title	1,080,000	288,000	792,000	792,000
Appraisal	4,000	4,000	- 0 -	- 0 -
Hard Constr. Costs	2,015,000	65,000	1,950,000	48,000
Contingency	300,000	- 0 -	300,000	300,000
Architectural & Engineering	50,000	25,000	25,000	25,000
Building Permits	24,000	- 0 -	24,000	24,000
Interest	687,000	- 0 -	687,000	- 0 -
Construction Loan Fee	172,000	- 0 -	172,000	172,000
Standby Loan Fee	129,000	- 0 -	129,000	129,000
Service & Disbursements	43,000	- 0 -	43,000	10,750
Brokerage Fee	86,000	- 0 -	86,000	86,000
Legal & Accounting	20,000	- 0 -	20,000	20,000
Water & Sewer Permits	<u>72,000</u>	<u>- 0 -</u>	<u>72,000</u>	<u>72,000</u>
TOTALS	\$4,682,000	\$382,000	\$4,300,000	\$1,678,750

STATE OF NEVADA
COUNTY OF DOUGLAS

On March 16, 1982, before me, Denise Neth, a Notary Public, in and for said state, personally appeared STAN P. MILLAN, President of MILLAN NEVADA INC. a Nevada corporation, and ROMAN A. GURA, President of GURA NEVADA INC., a Nevada Corporation, known to me to be the general partners of the Limited Partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.

Witnessed my hand and official seal this 16th day of March 1982.



Commission 9/6/83

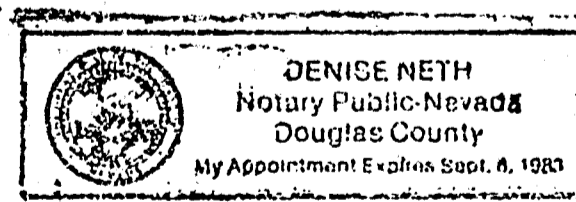


STATE OF NEVADA
COUNTY DOUGLAS

On March 16, 1982, before me, Denise Neth, a Notary Public in and for said state, personally appeared KENNETH J. HARDEN, known to me to be the Vice-President of the O.P.M. ENTERPRISES, INC., the corporation that executed the within instrument on behalf of the corporation therein named.

Witnessed my hand and official seal this 16th day of March 1982.


Commission expires 9/6/83



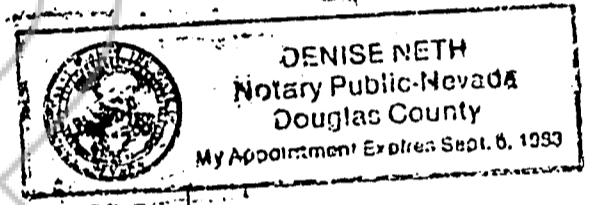
STATE OF NEVADA
COUNTY OF DOUGLAS

On March 16, 1982, before me, Denise Neth, a Notary Public in and for said state, personally appeared KENNETH J. HARDEN personally known to me to be the person whose name is subscribed to the within instrument, as a witness thereto, who being duly sworn, deposes and says: That KENNETH J. HARDEN was present and saw RONALD T. ENDO, DOUGLAS McINTYRE, JIM TRACY, and JAMES M. GUYSER, personally known to him to be the same persons described in and whose names are subscribed to the within instrument as the parties thereto, execute and deliver the same, and they acknowledged to said affiant that they executed the same: and that affiant subscribed his name thereto as a witness.

Witness my hand and official seal on this 16th day of March, 1982



Commission Expires 9/6/83



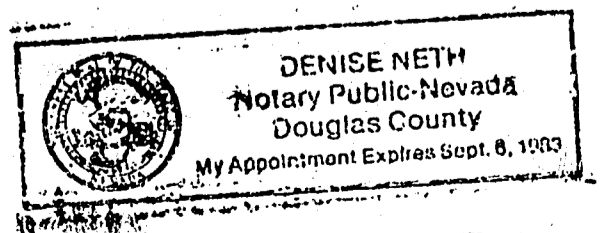
STATE OF NEVADA
COUNTY OF DOUGLAS

On March 16, 1982, before me, Denise Neth, a Notary Public in and for said state, personally appeared STEVEN WEISER known to me to be the person subscribed to the within instrument and acknowledged that he executed the same.

Witnessed my hand and official seal on this 16th day of March, 1982.



Commission expires 9/6/83



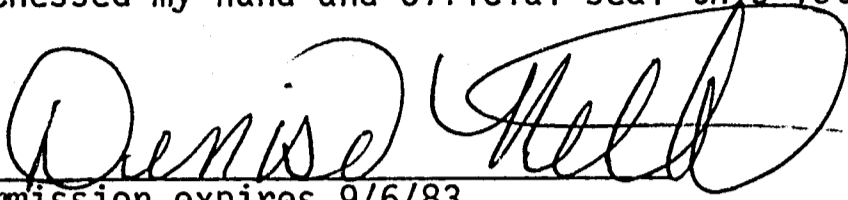
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LIBER 382 PAGE 1208

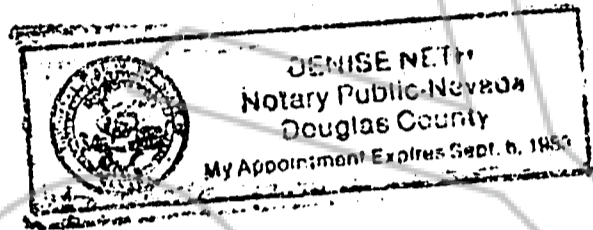
STATE OF NEVADA
COUNTY OF DOUGLAS

On March 16, 1982, before me, Denise Neth, a Notary Public, in
and for said state, personally appeared ALFRED D. KOELLER
President of ILLINI CONSTRUCTION COMPANY, and acknowledged to
me that he executed the within instrument.

Witnessed my hand and official seal this 16th day of March, 1982.



Commission expires 9/6/83

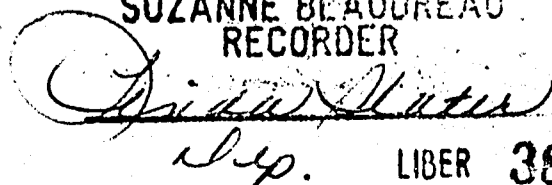


COPY

REQUESTED BY
SILVER STATE TITLE CO.
IN OFFICIAL RECORDS OF
DOUGLAS CO. NEVADA

\$39.00 pd
1982 MAR 17 AM 11:07

SUZANNE BEAUDREAU
RECORDER



65954

LIBER 382 PAGE 1209