

WHEN RECORDED, MAIL TO:

Stephen V. Novacek, Esq.
Hale, Lane, Peek, Dennison
and Howard
50 West Liberty Street
Suite 650
P.O. Box 3237
Reno, Nevada 89505

DEED OF TRUST WITH ASSIGNMENT OF RENTS

This DEED OF TRUST, made this 20th day of January, 1987, between TOPAZ LODGE ENTERPRISES, a general partnership, herein called TRUSTOR, whose address is: P.O. Box 1435, Gardnerville, Nevada 89410; LAWYERS TITLE OF NORTHERN NEVADA, INC., a Nevada corporation, herein called TRUSTEE; and NEVADA NATIONAL BANK, a national banking association, herein called BENEFICIARY;

WITNESSETH: That Trustor grants to Trustee in Trust, with Power of Sale, all of Trustor's right, title and interest, now owned or hereafter acquired, in and to that property in the County of Douglas, State of Nevada, more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof.

Together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

For the purpose of securing (1) payment of the sum of \$3,100,000.00, with interest thereon, according to the terms of three (3) promissory notes dated November 22, 1985, as follows: payment of Trustor's indebtedness and performance of Trustor's obligations under two (2) promissory notes in the principal amounts of \$1,667,000.00 and \$700,000.00, respectively, and any and all extensions, modifications or renewals thereof; and payment of the indebtedness and the performance of the obligations of Topaz Lodge, Inc., a Nevada corporation, under a promissory note in the principal amount of \$733,000.00, payable to Beneficiary, and any and all extensions, modifications or renewals thereof; (2) the performance of each agreement of Trustor incorporated by reference or contained herein or in the Loan Agreement and other loan documents executed in connection with the above described notes; and (3) payment of additional sums and interest thereon which may hereafter be loaned to

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Trustor, or its successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in Exhibit "B" attached hereto and by this reference made a part hereof to the extent that such terms and provisions are not inconsistent herewith.

In the event that Trustor, or any successor in interest to Trustor in the real property hereby encumbered shall sell, transfer or convey, or contract to sell, transfer or convey, such real property, or any portion thereof, or any interest therein, at the option of Beneficiary, the obligation secured by this Deed of Trust shall forthwith become due and payable although the time of maturity as expressed therein shall not have arrived. Consent to one such transaction shall not be deemed to be a waiver of the right to require consent to future or successive transactions.

The undersigned requests that a copy of any notice of default and any notice of sale hereunder be mailed to it at its address hereinbefore set forth.

TOPAZ LODGE ENTERPRISES,
a general partnership

By: *Roger Elton*
Roger Elton, General Partner

By: *Gene Gabrielli*
Gene Gabrielli, General
Partner

By: *James Page*
James Page, General Partner

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STATE OF NEVADA

)
: ss.
)

County of Washoe

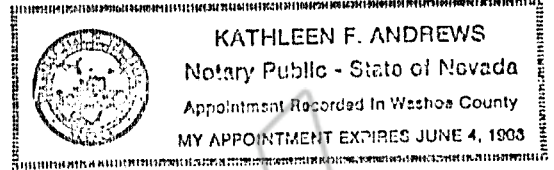
On January 26, 1987, personally appeared before me, a Notary Public, ROGER ELTON, who acknowledged that he executed the foregoing instrument on behalf of Topaz Lodge Enterprises.

Kathleen F. Andrews
Notary Public

STATE OF NEVADA

)
: ss.
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County of Washoe



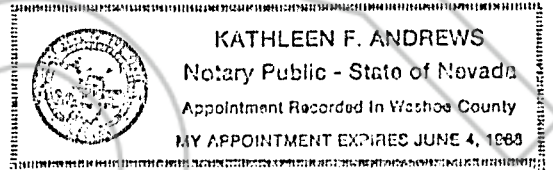
On January 26, 1987, personally appeared before me, a Notary Public, GENE GABRIELLI, who acknowledged that he executed the foregoing instrument on behalf of Topaz Lodge Enterprises.

Kathleen F. Andrews
Notary Public

STATE OF NEVADA

)
: ss.
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County of Washoe



On January 26th, 1987, personally appeared before me, a Notary Public, JAMES PAGE, who acknowledged that he executed the foregoing instrument on behalf of Topaz Lodge Enterprises.

Kathleen F. Andrews
Notary Public

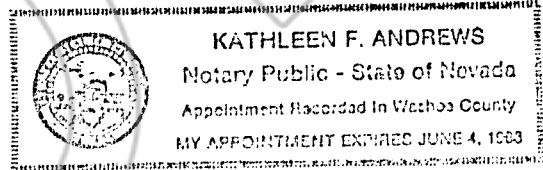


EXHIBIT "A"

All that real property lying and being in the Southwest 1/4 of Section 29, Township 10 North, Range 22 East, M.D.B.&M., Douglas County, State of Nevada, and more particularly described as follows:

Commencing at the Southwest corner of Lot 152 of the Topaz Subdivision (as recorded August 10, 1954) thence West 60.00 feet to the TRUE POINT OF BEGINNING; thence West, a distance of 406.39 feet more or less to a point on the Easterly right-of-way of U.S. Highway 395; thence in a generally Southerly direction along the Easterly right-of-way of U.S. Highway 395 to the Northwest corner of that certain parcel of land as defined on page 4 of Exhibit A as recorded in Book 784 at page 138 of County Records, said point being further defined as lying on the South right-of-way line of Kit Carson Avenue per aforesaid Subdivision; thence East, a distance of 385.87 feet more or less to the Southwest corner of Kit Carson Avenue with Genoa Street per aforesaid Subdivision; thence North 00°04' East, a distance of 60.00 feet to the TRUE POINT OF BEGINNING.

ALSO TOGETHER WITH commencing at a point on the Northeast corner of that certain parcel of land as defined in Book 1084 at page 2650 of County Records, said point being the TRUE POINT OF BEGINNING; thence East, 60.00 feet, to the Easterly right-of-way line of Genoa Street as shown on the Topaz Subdivision (as recorded August 10, 1954): thence South 00°04' West along the Easterly right-of-way line of Genoa Street to the Southwest corner of Lot 152 of the aforesaid Topaz Subdivision; thence East 200 feet to the Southeast corner of aforesaid Lot 152; thence South 00°04' West, 60 feet to the Northeast corner of Lot 123 of the aforesaid Topaz Subdivision; thence West along the Southerly right-of-way line of Kit Carson Avenue to the Southwest corner at the intersection of Kit Carson Avenue with Genoa Street; thence North 00°04' East along the Westerly right-of-way of Genoa Street to the TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM a general Public Utility Easement being a strip of land, ten (10) feet in width, (measured at right angles) lying five (5) feet on both sides of the following described centerline being in portions of the former Kit Carson Avenue right-of-way as shown on the Topaz Subdivision (as recorded August 10, 1954); and being more particularly described as follows:

SECTION 1:

Beginning at the Northeast corner of Lot 123 of said Topaz Subdivision; thence North 0°04'00" East, 5.00 feet to the TRUE POINT OF BEGINNING; thence North 89°59'04" West, 524.00 feet to an angle point in said centerline; thence South 55°14'05" West, 5 feet to the end thereof.

SECTION 2:

Beginning at the angle point in the above-described Section 1; thence North 89°59'04" West, 22.00 feet to the end thereof. X

EXHIBIT "B"

TRUSTOR AGREES:

(1) To keep said property in good condition and repair, not to remove or demolish any buildings thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor, and if the loan secured hereby or any part thereof is being obtained for the purpose of construction of improvements on said property, Trustor also agrees, anything in the Deed to the contrary notwithstanding (a) to complete same in accordance with plans and specifications satisfactory to Beneficiary; (b) to allow Beneficiary to inspect said property at all times during construction; (c) to replace any work or materials unsatisfactory to Beneficiary within fifteen (15) calendar days after written notice from Beneficiary of such fact, which notice may be given to the Trustor by certified mail, sent to his last known address, or by personal service of the same; (d) that work shall not cease on the construction of such improvements for any reason whatsoever for a period of fifteen days; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general. The Trustee, upon presentation to it of an affidavit signed by Beneficiary, setting forth facts showing a default by Trustor under this paragraph, is authorized to accept as true and conclusive all facts and statements therein, and to act thereon hereunder.

(2) To provide and maintain in force at all times, fire and other types of insurance as may be required, each in an amount satisfactory to, and with Loss Payable to said Beneficiary. Said insurance policies shall be in form and content, and for such terms, and in such corporations as may be satisfactory to the Beneficiary, and shall be delivered to and remain in possession of Beneficiary as further security for the faithful performance of these trusts.

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Initials of Trustor: lc
 Initials of Beneficiary:

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 Reno, Nevada

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At least sixty (60) days prior to the expiration of any said insurance policy, a policy or policies renewing or extending said expiring insurance shall be delivered to said Beneficiary together with a receipt showing payment of the premium thereof. By executing this Deed of Trust the Trustor specifically requests the Beneficiary to obtain said insurance in the event any said insurance policy and a receipt for payment of the premium therefor be not so delivered to said Beneficiary by the Trustor; but Beneficiary shall be under no obligation to do so, and the obtaining of any such insurance and the payment of the premiums therefor by Beneficiary shall not release Trustor from any obligation hereof. Neither Trustee nor Beneficiary shall be responsible for such insurance or for the collection of any insurance moneys, or for any insolvency of any insurer or insurance underwriter. Any and all unexpired insurance shall inure to the benefit of, and pass to the purchaser of, the property conveyed hereby at the Trustee's sale held hereunder.

The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(3) If this Deed of Trust or any Note secured hereby contains any provision conferring on Beneficiary the right to demand any penalty, fee or sum of money for prepayment of any indebtedness secured hereby, Trustor agrees to pay the maximum amount of such penalty, fee or sum of money which Beneficiary would have been entitled to demand pursuant to such provision. If Beneficiary has accelerated the debt in accordance with any of the provisions herein, including any "due-on-sale" provision, Beneficiary shall nevertheless be entitled to any prepayment penalty which may be provided in this Deed of Trust or in the Note which this Deed of Trust secures.

Beneficiary may charge Trustor a reasonable fee, but not exceeding such amount as may from time to time be authorized by law, for furnishing any statement or notice relating to this Deed of Trust or the indebtedness hereby secured, including, but not limited to, notice showing the information specified in Chapter 107, Nevada Revised Statutes, 107.080 and 107.090. Beneficiary may also charge Trustor a reasonable fee for any other service tendered Trustor or on his behalf, connected with this Deed, or

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Initials of Trustor: LE
Initials of Beneficiary:

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the loan secured hereby, including without limiting the generality of the foregoing, the delivery to an escrow holder of a request for full or partial reconveyance of this Deed; transmitting to an escrow holder moneys secured hereby; changing its records pertaining to this Deed and the loan secured hereby to show a new owner of said property; replacing an existing policy of fire insurance or other casualty insurance, held by Beneficiary hereunder, with another such policy. Any such charge shall be secured hereby and Trustor agrees to pay the same together with interest from the date of such charge at the rate specified in said note immediately and without demand.

(4) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustor; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding, and in any action or proceeding whatsoever affecting the security hereof, including, but not limited to any condemnation proceeding in which Beneficiary or Trustor may appear or be named and any suit brought by Beneficiary to foreclose this Deed of Trust.

(5) To pay: at least ten (10) days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights and powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers pay necessary expenses, employ counsel and pay his reasonable fees.

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Initials of Trustor: LE
Initials of Beneficiary: _____

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(6) To pay immediately and without demand all sums so expended by Beneficiary or Trustee with interest from date of expenditure at the rate specified in said note.

(7) To insure the payment of taxes and assessments, which are now or hereafter may be a lien upon the property described at least ten (10) days before the delinquency thereof as provided for in paragraph (5) hereinabove, and to pay such premiums upon policies of insurance which may be required by the Beneficiary as provided for in paragraph (2) hereinabove, the Trustor agrees to pay the Beneficiary, in addition to any other payments required hereunder, an instalment of the taxes and special assessments levied or to be levied against the hereinabove described premises and an instalment of the premiums or premiums that will become due and payable to renew the insurance on the premises covered hereby and required by the Beneficiary, Trustor agreeing to deliver promptly to Beneficiary all bills and notices therefor. Such instalments shall be equal to the estimated premium or premiums for such insurance and taxes and assessments next due (as estimated by Beneficiary) less all instalments already paid therefor, divided by the number of months that are to elapse before one month prior to the day such premium or premiums and taxes and assessments will become delinquent. If the amounts paid to the Beneficiary under the provisions of this paragraph are insufficient to discharge the obligation of the Trustor to pay such premium or premiums, taxes and assessments as the same become due, Trustor shall pay to Beneficiary upon its demand such additional sums as it may require to discharge Trustor's obligation to pay premium or premiums, taxes and assessments. At the option of the Beneficiary, all moneys paid to Beneficiary under the terms of this paragraph shall be held by Beneficiary in trust to pay such premium or premiums, taxes and assessments before the same become delinquent, or may be credited directly to interest and principal due under the terms of the note secured hereby and upon payment by the Beneficiary of taxes, assessments and insurance premiums, the amount so paid shall be charged to the principal due upon the note secured hereby. If the Trustor shall fail to pay the instalments provided for in this paragraph, such failure shall constitute a default under this Deed of Trust.

(8) In the event of default in the payment of any of the moneys to be paid under the terms of the Note secured hereby or this Deed of Trust or in the performance of any of the covenants and obligations of this Deed of Trust then any funds in the possession of the Beneficiary under the provisions of paragraph (7) may at the option of Beneficiary be applied to the payment of

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Initials of Beneficiary:

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principal and/or interest upon the obligation secured hereby in lieu of being applied to any of the purposes for which the fund established under paragraph (7) is established.

(9) Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

(10) By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

(11) At any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said Note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustor may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(12) Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of the original of this Deed and said Note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto". Five years after issuance of such full reconveyance, Trustee may destroy said Note and this Deed (unless directed in such request to retain them). Such request and reconveyance shall operate as a re-assignment of the rents, issues and profits hereinafter assigned to Beneficiary.

(13) As additional security, Trustor hereby gives to and confers upon the Beneficiary the right, power and authority, during the continuance of these trusts, to collect the rents, issues, profits, royalties and payments of said property, or arising or accruing by reason of any oil, gas, or mineral lease thereof, and all instalments of money payable pursuant to any

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Initials of Trustor:
Initials of Beneficiary:

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agreement for the sale of said property or any part thereof, reserving unto Trustor the right prior to default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues, profits, royalties, payments and instalments of money, as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter and take possession of said property or any part thereof, in his own name, sue for or otherwise collect such rents, issues, profits, royalties, payments and instalments of money, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees upon any indebtedness secured hereby, and in such order as Beneficiary may determine. If Beneficiary should take possession of said property, Beneficiary may rent or lease any or all of said property upon such terms as may be reasonable under all the circumstances. The entering upon and taking possession of said property, the collection of such rents, issues, profits, royalties, payments and instalments of money, and the application thereof as aforesaid, shall not cure nor waive any default or Notice of Default hereunder nor invalidate any act done pursuant to such notice. Failure or discontinuance of Beneficiary at any time or from time to time to collect any such moneys shall not in any manner impair the subsequent enforcement by Beneficiary of the right, power and authority herein conferred upon it. Nothing contained herein, nor the exercise of any right, power or authority herein granted to Beneficiary, shall be, or be construed to be, an affirmation by it of any tenancy, lease or option, nor an assumption of liability under, nor a subordination of the lien or charge this Deed to, and such tenancy, lease or option.

(14) If breach or default be made in the prompt payment, when due, of any sum secured hereby, or in the performance of any promise contained herein, or contained in any conveyance under which said Trustor claims or derives title, then and at any time thereafter the Beneficiary hereunder may declare all sums secured hereby immediately due and payable, without demand or notice; and the Beneficiary or Trustee shall record in the office of the County Recorder of the county or counties herein said property or any part thereof is situated, a notice of such breach or default and election to cause the said property to be sold to satisfy the

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Initials of Beneficiary: _____

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indebtedness and obligations secured hereby, as provided by the laws of the State of Nevada with reference to the foreclosure or deeds of trust.

On application of the Beneficiary, and after at least three (3) months shall have elapsed following the recordation of said notice of breach or default, the Trustee shall give notice of the time and place of sale in the manner and for a time not less than that required by law for the sale or sales of real property under execution, for all or any portion of said property, and in such order as it may determine, at public auction, to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement, and without further notice it may make such sale at the time to which the same shall be so postponed. Trustee shall deliver to the purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recital in any such deed of any matters or facts stated either specifically or in general terms, or as conclusions of law or fact, shall be conclusive proof of the truthfulness thereof, and such deed shall be conclusive against all persons as to all matters or facts therein recited. Any persons, including Trustor, Trustee or Beneficiary, may purchase at such sale. Trustor hereby agrees to surrender immediately, and without demand, possession of said property to any purchaser at any sale held hereunder. In the conduct of any such sale the Trustee may act itself, or through any auctioneer, agent, or attorney. In addition to the indebtedness and other obligations secured hereby, the Trustor hereby agrees to pay the expenses of such sale and of this trust, and compensation of the Trustee and counsel fees, but in no event less than One hundred Dollars (\$100.00), and also such sums, if any, as Trustee or Beneficiary shall have paid for procuring an abstract of title or search of or certificate or report as to the title to said premises or any part thereof subsequent to the execution of this instrument, all of which sums shall be secured hereby and become due upon any default hereunder made by the Trustor. The Trustee shall apply the proceeds of any sale held hereunder to the satisfaction of the sums secured hereby, and become due upon any default hereunder made by Trustor, in such order and to such extent as the Beneficiary, in the exercise of its absolute discretion, may direct. Any surplus in the hands of the Trustee after the payment of all sums secured hereby, shall be paid to the person or persons legally entitled

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Initials of Trustor: KE
Initials of Beneficiary:

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Reno, Nevada

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thereto on the proof of such right. Trustor agrees to pay forthwith to Beneficiary or other person or persons entitled thereto any deficiency remaining after the application of the proceeds of sale to the payment of all sums secured hereby.

(15) Beneficiary may, from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed and acknowledged by Beneficiary and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance, from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded, and the name and address of the new Trustee. If notice of default shall have been recorded, this power of substitution cannot be exercised until after the costs, fees and expenses of the then acting Trustee shall have been paid to such Trustee, who shall endorse receipt thereof upon such instrument of substitution. The procedure herein provided for substitution of Trustees shall be exclusive of all other provisions for substitutions, statutory or otherwise.

(16) This Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term "Beneficiary" shall mean the owner and holder, including pledges of the Note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter and the singular number includes the plural.

(17) Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

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Initials of Trustor: AE
Initials of Beneficiary: _____

REQUESTED BY
LAWYERS TITLE
IN OFFICIAL RECORDS OF
DOUGLAS COUNTY, NEVADA

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Reno, Nevada

SUZANNE BLANDREAU
RECORDER
She PAID She DEPUTY

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