

Recording requested by
and when recorded mail to:

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164 Hubbard Way, Suite B
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**DEED OF TRUST, FIXTURE FILING AND
SECURITY AGREEMENT WITH ASSIGNMENT OF RENTS**

NOTICE: THIS DEED OF TRUST SECURES CREDIT IN THE INITIAL MAXIMUM PRINCIPAL AMOUNT OF FOURTEEN MILLION FIVE HUNDRED THOUSAND DOLLARS (\$14,500,000.00) TOGETHER WITH: (i) INTEREST ON THE OUTSTANDING PORTION OF SAID PRINCIPAL AMOUNT; and (ii) OTHER AMOUNTS DESCRIBED HEREIN. THE OBLIGATIONS SECURED HEREBY INCLUDE REVOLVING CREDIT OBLIGATIONS WHICH PERMIT BORROWING, REPAYMENT AND REBORROWING. INTEREST ON OBLIGATIONS SECURED HEREBY ACCRUES AT RATES WHICH MAY FLUCTUATE FROM TIME TO TIME.

THIS DEED OF TRUST, FIXTURE FILING AND SECURITY AGREEMENT WITH ASSIGNMENT OF RENTS (the "Deed of Trust") is made as of July 30, 1997 by and among CARSON VALLEY INN, INC., a Nevada corporation, as trustor and debtor ("CVII"), MULREANY ASSOCIATES, a Nevada general partnership, as an additional trustor and debtor ("MA"), with CVII and MA being hereinafter collectively referred to as "Trustors", STEWART TITLE OF DOUGLAS COUNTY, a Nevada corporation, as trustee ("Trustee"), and WELLS FARGO BANK, National Association, as secured party and beneficiary (hereinafter referred to, together with its successors and assigns, as "Beneficiary").

W_I_T_N_E_S_S_E_T_H:

THAT TRUSTORS:

Grant, bargain, sell, transfer, convey and assign the following described real property and related collateral (collectively, the "Real Property") to Trustee, in trust, with power of sale, to have and to hold the same unto Trustee and its successors in interest for and on behalf of Beneficiary upon the trusts, covenants and agreements herein expressed:

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DESCRIPTION OF COLLATERAL

All right, title and interest of each of the Trustors which is now owned, or hereafter acquired, in or to that certain real property situate in the County of Douglas, State of Nevada, that is more particularly described on that certain exhibit marked "Exhibit A", affixed hereto and by this reference incorporated herein and made a part hereof (the "Land"), together with and including, without limitation:

(a) all right, title and interest of each of the Trustors whether now owned or hereafter acquired, in or to any real property lying within the right of way of any street, open or proposed, which adjoins any of said Land and any and all sidewalks, bridges, elevated walkways, tunnels, alleys, strips and gores of real property adjacent to, connecting or used in connection with any of said Land (collectively, the "Adjacent Property");

(b) all buildings, structures and all other improvements and fixtures that are, or that may be hereafter erected or placed on, or in, the Land and all right, title and interest of each of the Trustors which is now owned or hereafter acquired, in or to, all buildings, structures and all other improvements and fixtures that are, or that may be hereafter, erected or placed on, or in, any of the Adjacent Property (collectively, the "Improvements"), with the Improvements including, without limitation, any interest in such buildings, structures, improvements and fixtures which was conveyed to CVII pursuant to: (i) that certain Grant, Bargain and Sale Deed which was recorded in the Official Records of Douglas County, Nevada on May 8, 1984 in Book 584 at Page 612 as Document No. 100522; and (ii) that certain Deed of Correction which was recorded in the Official Records of Douglas County, Nevada on August 17, 1984 in Book 884 at Page 1781 as Document No. 105269;

(c) all water rights and conditional water rights that are now, or may hereafter be, appurtenant to, used in connection with or intended for use in connection with the Land, the Adjacent Property and/or the Improvements, including, without limitation: (i) ditch, well, pipeline; spring and reservoir rights, whether or not

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adjudicated or evidenced by any well or other permit; (ii) all rights with respect to groundwater underlying the Land or the Adjacent Property; (iii) any permit to construct any water well, water from which is intended to be used in connection with the Land or the Adjacent Property; and (iv) all right, title and interest of each of the Trustors under any decreed or pending plan of augmentation or water exchange plan (collectively, the "Water Rights", and together with the Land, the Adjacent Property and the Improvements, the "Real Estate");

(d) all leases, subleases, licenses, concessions, franchises and other use or occupancy agreements now or hereafter relating to any of the Real Estate and all renewals, extensions, amendments, restatements and other modifications thereof (collectively, the "Leases");

(e) the rents, issues, products, earnings, revenues, payments, profits, royalties and other proceeds and income of the Real Estate, and of any activities conducted thereon or in connection therewith, regardless of whether such proceeds or income accrue by virtue of the Leases, or otherwise (collectively, the "Rents"), subject, however, to the absolute assignment given to Beneficiary in Section 10 hereof, and to which Section this grant to the Trustee is subject and subordinate; and

(f) all and singular the tenements, hereditaments and appurtenances belonging to or in any wise appertaining to the Real Estate and/or the Rents and the reversion and reversions, remainder and remainders thereof and all the estate, right, title, interest or other claim which Trustors now have or hereafter may acquire of, in and to the Real Estate, the Leases, the Rents and/or any part thereof, with the appurtenances thereto (collectively, the "Other Interests").

The Real Estate, the Leases, the Rents and the Other Interests are hereinafter collectively referred to as the "Real Property". The Real Property includes, without limitation, all right, title and interest of each of the Trustors under that certain unrecorded lease (together with all extensions, renewals, amendments, restatements and other modifications

thereof, the "Real Property Lease") which is executed by MA, as lessor, and by CVII, as lessee, pursuant to which, among other things, CVII is granted a leasehold interest in Parcels 1 through 5 and 8 of the Land (the "Leasehold Real Property"), record notice of which is granted pursuant to that Memorandum of Lease that is recorded in the Official Records of Douglas County, Nevada on October 14, 1988 in Book 1088 at Page 1730 as Document No. 188513 and rerecorded on October 26, 1988 in Book 1088 at Page 3634 as Document No. 189474.

It is intended that the lien of this Deed of Trust shall encumber both the lessor's interest of MA and the lessee's interest of CVII under the Real Property Lease. Upon the acquisition of such interests in the Real Property Lease pursuant to the exercise of Beneficiary's remedies hereunder: (i) all interests of Trustors in and to the Real Property Lease shall merge into the title to the Real Property and Beneficiary (and/or its successors and assigns) shall hold the Real Property free and clear, in all respects, of all interests of Trustors under the Real Property Lease; and (ii) all interests in the Real Property which may exist or otherwise be held by each of the Trustors under the Real Property Lease shall be terminated and of no further force or effect.

THAT TRUSTORS:

Grant a security interest to Beneficiary in the following described collateral, which Trustors now have or may hereafter acquire, pursuant to the Nevada Uniform Commercial Code--Secured Transactions:

DESCRIPTION OF COLLATERAL

All right, title and interest of each of the Trustors which is now owned or hereafter acquired, in or to, any of the following described personal property (collectively, the "Personal Property"):

(a) All present and future chattels, furniture, furnishings, equipment, fixtures, building materials, building contents and building components, all of every kind and nature, and other tangible personal property: (i) which is used in connection with, situate in or on, affixed to, or incorporated into any portion of the Real Property; (ii) which is used in connection with, situate in or on, affixed to, or incorporated into, any building, structure or other improvement that is now or that may be hereafter constructed

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on or under the Real Property; and/or (iii) in which Trustors, or either of them, otherwise have or acquire an interest at or in connection with the Real Property; all including, without limitation: (aa) all lumber, bricks, cement, masonry, steel, doors, windows, fasteners, nails, bolts, scaffolding, tools, construction supplies, construction equipment and all other building materials, supplies and equipment of any kind or nature; (bb) all air conditioning, heating, electrical, lighting, fire fighting and fire prevention, plumbing, food and beverage preparation, laundry, security, sound, signaling, telephone, television, entertainment stage, window washing, irrigation, storage, shop, landscaping and other equipment and fixtures, of whatever kind or nature, consisting of, without limitation, air conditioners, compressors, fans, duct work, thermostats, furnaces, boilers, radiators, burners, wiring, conduits, cables, generators, transformers, switching gear, lighting fixtures, sprinkler systems and other fire extinguishing equipment, fire alarms and other fire detection equipment, piping, pumps, valves, sinks, toilets, tubs, motors, carts, elevators and other lifts, ovens, refrigerators, dishwashers and dishwashing equipment, fabric washing and drying equipment, lock and key systems, surveillance and entry detection systems, speakers, intercoms and public address systems, hardware, shelving, maintenance and repair equipment and all other similar items; (cc) all furniture, furnishings, wall coverings, floor coverings, window coverings, artwork and decorative items including, without limitation, casino, guest room, bathroom, lobby, bar, restaurant, storage, retail, meeting, convention, leisure, recreation, office, administrative and other furniture, furnishings, wall coverings, floor coverings, window coverings, artwork and decorative items; (dd) all hotel and recreational vehicle park equipment and supplies, including without limitation, televisions, radios, telephones, linen, bedding, amenities, carts, recreational equipment, leisure equipment and all other equipment and supplies utilized in the occupation or renting of hotel guest rooms, recreational vehicle spaces and public areas; (ee) all bar and restaurant equipment and supplies, including, without limitation, kitchen and bar appliances, pots, pans, plates, dishes, cups, glasses, serving utensils, cooking utensils and all other equipment and supplies used in the operation of bars and/or restaurants; (ff) all casino equipment and supplies including, without limitation, slot machines, gaming tables, cards, dice, gaming chips, player tracking systems, Gaming Devices and Related Equipment as defined in Nevada Revised Statutes Chapter 463 and all other equipment and supplies utilized in operation of a casino; (gg) all cabaret, stage and entertainment equipment

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and supplies including, without limitation, stage equipment, sets, spotlights, sound equipment, musical instruments and other equipment and supplies utilized in the operation of stage and cabaret shows and other entertainment productions; (hh) all office and administrative equipment and supplies including, without limitation, office appliances, filing cabinets, computers, peripheral computer equipment and other data processing and storage equipment, stationery and other office supply items, and other office and administrative equipment and supplies utilized in the operation of a hotel, casino and/or recreational vehicle park; (ii) all tools and other maintenance and repair equipment; and (jj) all signage, parking equipment and supplies, landscaping equipment and supplies;

(b) All present and future supplies, inventory and merchandise which is used in connection with, or in the conduct of, the business of Trustors, or either of them, or in which Trustors, or either of them, have or acquire an interest, including, without limitation: (i) all present and future goods held for sale or lease or to be furnished under a contract of service, all raw materials, work in process and finished goods, all packing materials, supplies and containers relating to or used in connection with any of the foregoing, and all bills of lading, warehouse receipts or documents of title relating to any of the foregoing; (ii) all food stuffs, beverages, prepared food and other similar items; and (iii) all hotel amenities, cleaning supplies, office supplies, consumables and similar items;

(c) All present and future goods, which are not otherwise set forth herein, and which are used in connection with, or in the conduct of, the business of Trustors, or either of them, or in which Trustors, or either of them, have or acquire an interest;

(d) All present and future accounts, accounts receivable, rentals, deposits, rights to payment, instruments, documents, chattel paper, security agreements, guaranties, undertakings, surety bonds, insurance policies and notes and drafts which are owned, or used in connection with, or in the conduct of, the business of Trustors, or either of them, or in which Trustors, or either of them, have or acquire an interest, however created or arising (including, without limitation, revenues, receipts, payments and income of any other nature, whatsoever, regardless of whether such items are derived from or received with respect to hotel rooms, banquet facilities, convention facilities, retail premises, bars,

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restaurants, casinos or any other facilities on the Real Property and regardless of whether such items are derived from any other source);

(e) All present and future contracts, or agreements and all other present and future general intangibles which are owned, or used in connection with, or in the conduct of, the business of Trustors, or either of them, or in which Trustors, or either of them, have or acquire an interest, including, without limitation: (aa) all leases and purchase contracts for equipment, furniture and/or fixtures of any kind and character relating to the Real Property and the businesses conducted thereon; and (bb) all goodwill, choses in action, trade secrets, customer lists, trademarks, trade names and service marks, patents, copyrights, technology, processes, and proprietary information which are owned, or used in connection with, or in the conduct of, the business of Trustors, or either of them, or in which Trustors, or either of them, have or acquire an interest (all including, without limitation, the trade names of "Carson Valley Inn", "Carson Valley Lodge" and/or any derivation thereof including any and all state and federal registrations thereof);

(f) All present and future deposit accounts which are owned, or used in connection with, or in the conduct of, the business of Trustors, or either of them,, or in which the Trustors, or either of them, have or acquire an interest including, without limitation, any demand, time, savings, passbook or like account maintained with any bank, savings and loan association, credit union or like organization, and all money, cash and cash equivalents of Trustors, or either of them, whether or not deposited in any such deposit account;

(g) All present and future books and records which are owned, or used in connection with, or in the conduct of, the business of Trustors, or either of them,, or in which Trustors, or either of them, have or acquire an interest including, without limitation, books of account and ledgers of every kind and nature, all electronically recorded data relating to the Trustors or any of their respective businesses, all receptacles and containers for such records, and all files and correspondence;

(h) All present and future stocks, bonds, debentures, securities, subscription rights, options, warrants, puts, calls, certificates, partnership interests, joint venture interests, investments and/or brokerage accounts which are owned, or used in connection with, or in the conduct

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of, the business of Trustors, or either of them, or in which Trustors, or either of them, have or acquire an interest and all rights, preferences, privileges, dividends, distributions, redemption payments, or liquidation payments with respect thereto;

(i) All right, title and interest of Trustors, or either of them, in and to all leases, licenses, concessions, or similar agreements whether or not specifically herein described which now or may hereafter pertain to the Real Property and all amendments to the same, including, but not limited to the following: (aa) all payments due and to become due under such agreements, whether as rent, damages, insurance payments, condemnation awards, or otherwise; (bb) all claims, rights, powers, privileges and remedies under such agreements; and (cc) all rights of the Trustors, or either of them, under such leases to exercise any election or option, or to give or receive any notice, consent, waiver or approval, or to accept any surrender of the premises or any part thereof, together with full power and authority in the name of Trustors, or either of them, or otherwise, to demand and receive, enforce, collect, or receipt for any or all of the foregoing, to endorse or execute any checks or any instruments or orders, to file any claims or to take any action which Beneficiary may deem necessary or advisable in connection therewith;

(j) All plans, specifications, soil reports, engineering reports, land planning maps, surveys, and any other reports, exhibits or plans used or to be used in connection with the construction, planning, operation or maintenance of the Real Property, together with all amendments and modifications thereof;

(k) The Water Rights;

(l) All present and future accessions, appurtenances, components, repairs, repair parts, spare parts, replacements, substitutions, additions, issue and/or improvements to or of or with respect to any of the foregoing;

(m) All rights, remedies, powers and/or privileges of Trustors, or either of them, with respect to any of the foregoing; and

(n) Any and all proceeds and products of any of the foregoing, including, without limitation, all money, accounts, general intangibles, deposit accounts, documents, instruments, chattel paper, goods, insurance proceeds, and any other

tangible or intangible property received upon the sale or disposition of any of the foregoing.

SUBJECT, HOWEVER, to the following:

(i) The right of Trustors, or either of them, to sell or otherwise dispose of Personal Property in the ordinary course of business, free and clear of the lien hereof, provided, and to the extent, that such sale or other disposition is permitted under the terms of the Credit Agreement referred to below; and

(ii) As to the fixtures and equipment covered hereby, the leases and/or purchase money security interests pursuant to which Trustors, or either of them, have acquired an interest in such fixtures and equipment provided, and to the extent, that such leases and/or purchase money security interests are permitted under the terms of the Credit Agreement.

The Real Property and the Personal Property described hereinabove shall hereinafter collectively be referred to as the "Property". The parties intend for this Deed of Trust to create a lien on and security interest in the Property, and, as provided in Section 10 hereof, an absolute assignment of the rents, issues and profits of the Property and of activities conducted on the Real Property, all in favor of Beneficiary. To the extent any of said Property, rents, issues and/or profits are not encumbered by a perfected lien or security interest created above, and are not absolutely assigned by the assignment set forth in Section 10 below, it is the intention of the parties that such Property, rents, issues and/or profits shall constitute "proceeds, product, offspring, rents or profits" (as defined in and for the purposes of Section 552(b) of the United States Bankruptcy Code, as such section may be modified or supplemented) of the Real Property and/or "fees, charges, accounts, or other payments for the use or occupancy of rooms and other public facilities in . . . lodging properties," as applicable (as such terms are defined in and for the purpose of Section 552(b) of the United States Bankruptcy Code, as such Section may be modified or supplemented).

FOR THE PURPOSE OF SECURING:

First: Payment when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including payment of amounts that would

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become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. § 362(a)), of the principal sum of: (i) the principal sum which is, at any time, advanced and unpaid under the Credit Facility (as defined in the Credit Agreement), not to exceed Fourteen Million Five Hundred Thousand Dollars (\$14,500,000.00) at any one time, all on a reducing revolving line of credit basis; and (ii) interest and other charges accrued thereon (including, without limitation, interest and other charges that, but for the filing of a petition in bankruptcy with respect to Trustors would accrue on such obligations); all according to the terms of a Revolving Credit Note dated concurrently, or substantially concurrent, herewith which is made by Trustors and is payable to the order of Beneficiary according to the tenor and effect of said Revolving Credit Note, and all renewals, extensions, amendments, restatements and other modifications thereof (hereinafter referred to as the "Note").

Second: Payment and performance of every obligation, covenant, promise and agreement of Trustors, or either of them, herein contained or incorporated herein by reference, including any sums paid or advanced by Beneficiary pursuant to the terms hereof.

Third: Payment of the reasonable expenses and costs incurred or paid by Beneficiary in the preservation and enforcement of the rights and remedies of Beneficiary and the duties and liabilities of Trustors hereunder, including, but not by way of limitation, reasonable attorney's fees, court costs, witness fees, expert witness fees, collection costs, Trustee's fees and costs of a Trustee's Sale Guarantee, and reasonable costs and expenses paid by Beneficiary in performing for Trustors' account any obligation of said Trustors.

Fourth: Payment of any sums which may be hereafter advanced by Beneficiary, under the terms of any interest rate swap agreement, interest rate cap agreement, basis swap agreement, forward rate agreement, interest collar agreement or interest floor agreement to which Trustors, or either of them, may be a party, or under any other agreement or arrangement to which Trustors, or either of them, may be a party, which in each case is designed to protect Trustors, or either of them, against fluctuations in interest rates or currency exchange rates with respect to any other indebtedness secured by the Deed of Trust.

Fifth: Payment of additional sums and interest thereon which may hereafter be loaned to Trustors, or either of them, pursuant to the Credit Agreement when evidenced by a promissory note or notes which recite that this Deed of Trust is security therefor.

Sixth: Performance and payment of every obligation, warranty, representation, covenant, agreement and promise of Trustors contained in that certain Credit Agreement executed concurrently, or substantially concurrent, herewith by Trustors, as Borrowers, and by Beneficiary, as Lender, as such Credit Agreement may be hereafter renewed, extended, amended, restated or otherwise modified (collectively, the "Credit Agreement"), excluding any obligation which Trustors may have to perform any obligations under the Environmental Certificate, as defined in the Credit Agreement.

It is the intention of Trustors and Beneficiary that: (i) this Deed of Trust shall constitute an "instrument" (as defined in NRS 106.330 as amended and recodified from time to time) which secures "future advances" (as defined in NRS 106.320 as amended and recodified from time to time) and which is governed pursuant to NRS 106.300 through 106.400 as amended and recodified from time to time; and (ii) the obligations secured hereby shall include the obligation of Trustors, or either of them, to repay "future advances" of "principal" (as defined in NRS 106.345 as amended and recodified from time to time) in an aggregate amount up to Fourteen Million Five Hundred Thousand Dollars (\$14,500,000.00), and that the lien of this Deed of Trust shall secure the obligation of Trustors to repay all such "future advances" with the priority set forth in NRS 106.370(1) as amended and recodified from time to time. Trustors acknowledge and agree that the obligations of Beneficiary to advance funds under the Credit Facility, in accordance with the terms and conditions of the Credit Agreement, are obligatory in nature and not subject to the provisions of NRS 106.300, et seq. Notwithstanding the foregoing, however, in the event that the advance of any funds under the Credit Facility is deemed to be optional, then the aggregate maximum "principal" amount of such advances of funds which may be advanced and unpaid at any one time under the Credit Facility, shall be Fourteen Million Five Hundred Thousand Dollars (\$14,500,000.00).

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AND THIS INDENTURE FURTHER WITNESSETH:

1. Certain Representations and Warranties of Trustors. Trustors represent, warrant and covenant that:

(a) This Deed of Trust creates a first priority deed of trust lien and/or, to the extent applicable, a first priority security interest on the Property, subject only to Permitted Encumbrances (as defined in the Credit Agreement); and

(b) Neither of the Trustors, nor any Affiliate thereof (as defined in the Credit Agreement), has any interest in any real property, not encumbered hereby, which is utilized in any material manner in connection with the use and/or operation of said Real Property or which is necessary and required for the use and operation of said Real Property.

2. Payment of Secured Obligations. Trustors shall pay when due: (i) the principal of, and interest on, the indebtedness evidenced by the Note; (ii) all charges, fees and other sums as provided in the Loan Documents (as defined in the Credit Agreement) including, without limitation, all reasonable costs, fees and expenses of this trust incurred by Beneficiary in connection with any default hereunder or under the Credit Agreement; (iii) the principal of, and interest on, any future advances secured by this Deed of Trust; and (iv) the principal of, and interest on, any other indebtedness secured by this Deed of Trust.

3. Compliance with Laws. Trustors shall comply in all material respects with all applicable material existing and future laws, rules, regulations, orders, ordinances and requirements of all Governmental Authorities (as defined in the Credit Agreement), and with all recorded covenants and restrictions affecting the Real Property.

4. Maintenance of Property. Except to the extent that any of the following would be prohibited under, or would constitute a violation of, the terms and conditions of the Credit Agreement, Trustors agree: (a) to properly care for and keep said Property in good condition and repair; (b) not to remove, demolish or substantially alter any material building on the Real Property, except upon the prior written consent of Beneficiary; (c) to complete promptly and in a good and workmanlike manner any building or other improvement which may be constructed thereon, and to pay when due all claims for labor performed and materials furnished therefor (subject to

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Trustors' right to contest the validity or amount of mechanic's and/or materialman's liens in accordance with Section 5.04 of the Credit Agreement); (d) not to commit or permit any waste or deterioration of the Property (ordinary wear and tear, casualty and condemnation excepted); (e) not to commit, suffer or permit any act to be done, or condition to exist, in or upon said Property in material violation of any law, covenant, condition or restriction now, or hereafter, affecting said Property (including any which require alteration or improvement thereof); (f) to keep and maintain all grounds, sidewalks, roads, parking and landscaped areas situate on the Property in good and neat order and repair; (g) not to drill or extract or enter into any lease for the drilling for or extraction of oil, gas or other hydrocarbon substances or any mineral of any kind or character on or from the Property or any part thereof; (h) not to apply for, willingly suffer or permit any subdivision, change in zoning, change in land use regulation, or inclusion within a general improvement district or similar assessment mechanism, with regard to any portion of the Real Property without the prior written consent of Beneficiary; and (i) except as otherwise permitted in the Credit Agreement, to do all other acts, in a timely and proper manner, which, from the character or use of the Property, may be reasonably necessary to maintain and preserve its value, the specific enumerations herein not excluding the general.

5. Insurance. During the continuance of this trust, Trustors shall obtain, or cause to be obtained, and shall maintain or cause to be maintained, at all times throughout the term of the Credit Facility, at their own cost and expense, and shall deposit with Beneficiary, certificates of insurance, and/or such other documentation, all in a form and substance, and at such times, as is required under Section 5.09 of the Credit Agreement. All monies received from "All Risk" insurance policies (including flood and earthquake policies) covering any of the Property shall be: (i) paid directly to Beneficiary and retained by Beneficiary or released to Trustors by Beneficiary; or (ii) paid directly to Trustors; all in accordance with Section 8.02 of the Credit Agreement. Nothing in this Deed of Trust shall be deemed to excuse Trustors from restoring, repairing and maintaining the Property, as herein provided, whether or not any such proceeds are sufficient in amount, or whether or not the Property can be restored to the same condition and character as existed prior to such damage or destruction.

6. Certain Covenants and Agreements regarding Real Property Lease. Trustors further covenant, warrant and represent as follows:

(a) Trustors hereby assign to Beneficiary to secure payment of the indebtedness secured hereby all rights, privileges, titles, and interests now or hereafter acquired by any of them under or by virtue of the Real Property Lease, and any and all causes of action relating thereto or arising under the Real Property Lease.

(b) Neither of the Trustors will subordinate or consent to the subordination of the Real Property Lease to any mortgage, lien, encumbrance or other charge (other than this Deed of Trust), without Beneficiary's prior written consent.

(c) Trustors shall promptly furnish to the Beneficiary any and all information which the Beneficiary may reasonably request concerning the performance and observance of all covenants, agreements and conditions contained in the Real Property Lease. The Trustors hereby authorize the Beneficiary or its representatives to make reasonable investigations and examinations concerning such performance, observance and compliance, and Trustors shall also promptly furnish to the Beneficiary any and all information which Beneficiary may reasonably request concerning (and including copies of) any and all notices, communications, plans, specifications or other instruments or documents received or given by the Trustors in any way relating to or affecting the interest of either of them in any of the Real Property.

(d) In the case that the lessee under the Real Property Lease acquires fee title or any other estate, title or interest in any of the Real Property, this Deed of Trust shall attach to and cover and be a lien upon the fee title or such other estate so acquired (to the extent that said estate, title or interest is not then encumbered hereby), and such fee title or other estate shall, without further assignment, mortgage or conveyance, become and be subject to the lien of and be covered by this Deed of Trust. The Trustors shall notify the Beneficiary of any such acquisition by the lessee under the Real Property Lease and, upon written request of the Beneficiary, shall cause to be executed and recorded all such other and further assurances or other instruments in writing as may, in the opinion of the Beneficiary, be required to carry out the intent and meaning of this provision.

7. Taxes and Assessments. Trustors shall pay all taxes, assessments and other governmental charges or levies affecting said Property, or any part thereof, in the manner required by the Credit Agreement except such taxes, assessments and other governmental levies as are being contested in good faith in the manner provided by Section 4.07 or Section 5.10 of the Credit Agreement.

8. Lien Claims. If any mechanic's lien or materialman's lien shall be recorded, filed or suffered to exist against the Property or any interest therein by reason of any work, labor, services or materials supplied, furnished or claimed to have been supplied and furnished in connection with any work of improvement upon the Property, said lien or claim shall be paid, released or otherwise discharged of record to the extent required by, and in accordance with, Section 5.04 of the Credit Agreement.

9. Easements. If an easement or other incorporeal right (collectively, an "Easement") constitutes a portion of the Real Property, neither of the Trustors shall amend, change, terminate or modify such Easement, or any right thereto or interest therein, without the prior written consent of Beneficiary, which consent may be withheld in Beneficiary's sole discretion, and any such amendment, change, termination or modification without such prior written consent shall be deemed void and of no force or effect. Trustors agree to perform all obligations and agreements with respect to said Easement and shall not take any action or omit to take any action which would effect or permit the termination thereof. Upon receipt of notice, or otherwise becoming aware, of any default or purported default under any Easement, by any party thereto, Trustors shall promptly notify Beneficiary in writing of such default or purported default and shall deliver to Beneficiary copies of all notices, demands, complaints or other communications received or given by Trustors, or either of them, with respect to any such default or purported default.

10. Assignment of Rents.

(a) As additional security, Trustors assign to Beneficiary their respective interests as lessor, or sublessor, in any and all leases or subleases of said Property, or any portion thereof, now existing or hereafter entered into by any of them and give to and confer upon Beneficiary the right, power and authority during the continuation of this trust, to collect the Rents, reserving

unto Trustors the right at all times other than during the continuance of any Event of Default as defined in the Credit Agreement, to collect and retain the Rents as they may become due and payable. Upon the occurrence and during the continuance of any Event of Default as defined in the Credit Agreement, Beneficiary may, at any time, by a receiver to be appointed by a court of competent jurisdiction in accordance with subsection 20(b) below, enter upon and take possession of said Property, or any part thereof, and exercise such rights and remedies as are provided by subsections 20(b) and 20(c) below including, without limitation, suing for or otherwise collecting the Rents (including those past due or unpaid) and applying the same, less costs and expenses of operation and collection (including reasonable attorneys' fees), upon any indebtedness and/or obligations secured hereby, and in such order as is required under the Credit Agreement. The entering upon and taking possession of said Property, or any part thereof, or the collection of the Rents or the application thereof as aforesaid, shall not cure or constitute a waiver of any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(b) Trustors hereby represent that there are no assignments or pledges of any leases of, or rentals or income from, said Property now in effect (except for the Real Property Lease, as defined herein, and the Permitted Encumbrances and Spaceleases as defined in the Credit Agreement), and covenant that, until the indebtedness which is secured hereby has been fully and indefeasibly paid and all obligations of Beneficiary to advance funds under the Credit Facility (as defined in the Credit Agreement), whether contingent or otherwise, have expired, none of them will make any such non-excepted assignment or pledge to anyone other than Beneficiary.

11. Performance by Trustee or Beneficiary. Should the Trustors fail to make any payment or perform any act which they are obligated to make or perform hereby or in accordance with the Credit Agreement, then the Trustee, or Beneficiary, at the election of either of them, after the giving of reasonable notice to the Trustors, or any successor in interest of the Trustors, and without releasing Trustors from any obligation hereunder, may make such payment or perform such act and incur any liability, or expend whatever amounts, in its reasonable discretion, it may deem necessary therefor. All sums incurred or expended by the Trustee, or Beneficiary, under the terms hereof, shall become due and payable by the Trustors to the Beneficiary, on the next interest or

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instalment payment date under any of the promissory notes secured hereby and shall bear interest until paid at an annual percentage rate equal to the Default Rate expressed in the Credit Agreement. In no event shall payment by Trustee or Beneficiary be construed as a waiver of the default occasioned by Trustors' failure to make such payment(s) or perform such act(s).

12. Actions Affecting Property. Trustors promise and agree that if, during the existence of this trust, there shall be commenced or pending any suit or action affecting said Property, or any part thereof, or the title thereto, or if any adverse claim for or against said Property, or any part thereof, be made or asserted, they will appear in and defend any such matter purporting to affect the security of this Deed of Trust and will pay all costs and damages arising because of such action.

13. Eminent Domain. Any award of damages in connection with any condemnation or similar actions in regard to said Property, or any part thereof, shall be: (i) paid directly to Beneficiary and shall be retained by Beneficiary or released to Trustors by Beneficiary; or (ii) paid directly to Trustors; all in accordance with Section 8.02 of the Credit Agreement.

14. Subrogation. To the extent that any sums advanced by Beneficiary are used to pay any outstanding lien, charge or prior encumbrance against the Property, such sums shall be deemed to have been advanced by Beneficiary at the request of Trustors and Beneficiary shall be subrogated to any and all rights and liens held by any owner or holder of such outstanding liens, charges and prior encumbrances, regardless of whether said liens, charges or encumbrances are released.

15. Due on Sale. If Trustors, or either of them, shall be voluntarily, or involuntarily, divested of title or possession of any Property, by merger or otherwise, or shall lease, sell, convey, further encumber or in any other manner voluntarily or involuntarily alienate any of their respective interests in any of the Property, or shall enter into an agreement to do any of the foregoing, other than as permitted in the Credit Agreement, any indebtedness or obligation secured hereby, irrespective of the maturity dates expressed in any notes evidencing the same, shall at the option of Beneficiary, and upon the giving of any notice which may be required under the Credit Agreement, immediately become due and payable.

16. Partial or Late Payment. 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, as herein provided, for failure to so pay.

17. Certain Acts by Trustee or Beneficiary. At any time, and from time to time, without liability therefor and without notice to Trustors, upon written request of Beneficiary and presentation of this Deed of Trust and the Note secured hereby for endorsement, and without affecting the effect of this Deed of Trust upon the remainder of said Property, Trustee may: reconvey to Trustors any part of said Property; consent in writing to the making of any map or plat thereof; join in granting any easement thereon, or join in any extension agreement or subordination agreement in connection herewith. The Beneficiary may without notice to or consent of Trustors extend the time of the payment of any indebtedness secured hereby to any successors in interest of any of the Trustors without discharging the Trustors from liability thereon.

18. Full Reconveyance. Upon receipt of written request from Beneficiary reciting that all obligations under the Note and any other notes secured hereby, and all other sums then due and owing and secured hereby, have been paid and upon surrender of this Deed of Trust and the Note secured hereby to Trustee for cancellation and retention, or such other disposition as Trustee, in its sole discretion, may choose, and upon payment of its fees, the Trustee shall reconvey, without warranty or recourse and at the expense of Trustors, the Property then held hereunder, and the assignment set forth by Section 10 above shall be of no further force or effect. The recitals in such reconveyance of any matters of fact shall be conclusive proof of the truth thereof. The Grantee in such reconveyance may be described in general terms as "the person or persons legally entitled thereto".

19. Right of Beneficiary and Trustee to Appear. If, during the existence of the trust, there be commenced or pending any suit or action affecting the Property, or any part thereof, or the title thereto, or if any adverse claim for or against the Property, or any part thereof, be made or asserted, the Trustee or Beneficiary (unless such suit, action or claim is being contested in good faith by Trustors and Trustors shall have established and maintained adequate reserves in accordance with generally accepted accounting principles for the full payment and satisfaction of such suit

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or action if determined adversely to Trustors), may appear or intervene in the suit or action and retain counsel therein and defend same, or otherwise take such action therein as they may be advised, and may settle or compromise same or the adverse claim; and in that behalf and for any of the purposes may pay and expend such sums of money as the Trustee or Beneficiary may deem to be reasonably necessary and such sums shall be obligations of Trustors and shall be secured by this Deed of Trust.

20. Remedies. Upon, and at any time subsequent to, the occurrence of an Event of Default, as defined in the Credit Agreement, Beneficiary and/or Trustee will be entitled to invoke any and all of the following rights and remedies, all of which will be cumulative, it being provided that exercise of any one or more of such rights and remedies shall not constitute an election of remedies:

(a) With respect to any Event of Default as defined in any of subsections 7.01(a) through (e) of the Credit Agreement, all sums secured hereby shall, at the option of Beneficiary, and upon the giving of notice required by the Credit Agreement, or by applicable law, become immediately due and payable. With respect to any Event of Default as defined in any of subsections 7.01(f), (g) or (h) of the Credit Agreement, all sums secured hereby shall automatically become due and payable without notice and without any action on the part of Beneficiary.

(b) Beneficiary may apply to any court of competent jurisdiction, by ex parte application or otherwise, for, and obtain appointment of, a receiver for the Property or any part thereof, without notice to Trustors or anyone claiming under Trustors, as a matter of absolute right, and without regard to the then value of the Property, the adequacy of any security for the obligations secured hereby or the solvency of any person or entity liable therefor, and Trustors hereby irrevocably consent to such appointment and waive notice of any application therefor. Any such receiver or receivers shall have all the usual powers and duties of receivers in like or similar cases and all the powers and duties of Beneficiary in case of entry as provided by subsection (c) below and as provided in the Credit Agreement and shall continue as such and exercise all such powers until the termination of such receivership with the consent of Beneficiary or pursuant to an order of a court of competent jurisdiction. All expenses incurred by the receiver or his agents, including obligations to repay funds borrowed by the

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receiver, shall constitute a part of the obligations secured hereby. Any revenues collected by the receiver shall be applied first to the reasonable expenses of the receivership, including reasonable attorneys' fees incurred by the receiver and by Beneficiary, together with interest thereon at the Default Rate (as defined the Credit Agreement) from the date incurred until repaid, and the balance shall be applied toward the obligations secured hereby or in such other manner as the court may direct. Beneficiary may also request, in connection with any foreclosure proceeding hereunder, that the Nevada Gaming Commission petition a District Court of the State of Nevada for the appointment of a supervisor to conduct the normal gaming activities on the Property following such foreclosure proceeding.

(c) Beneficiary, in person, by agent or by court appointed receiver, under subsection (b) above, may enter, take possession of, manage and operate all or any part of the Property, subject to applicable laws, including but not limited to Gaming Laws (as defined in the Credit Agreement), and may also do any and all other things in connection with those actions that Beneficiary may, in its sole discretion, consider necessary and appropriate to protect the security of this Deed of Trust. Such other things may include, among other things, any of the following: taking and possessing all of Trustors' or the then owner's books and records with respect to the Property; obtaining and evicting tenants in accordance with any applicable leases; fixing or modifying rents in accordance with any applicable leases; collecting and receiving any payment of money owing to Trustors with respect to the Property; completing construction; and contracting for and making repairs and alterations. If Beneficiary so requests, Trustors shall assemble all of the Property that has been removed from the Real Property in violation of the Loan Documents (as defined in the Credit Agreement) and make all of it available to Beneficiary at the site of the Real Property. Trustors hereby irrevocably constitute and appoint Beneficiary (or, if applicable, Beneficiary's receiver) as Trustors' attorney-in-fact to perform such acts and execute such documents as Beneficiary in its sole discretion may consider to be appropriate in connection with taking these measures. All reasonable expenses incurred by Beneficiary or its agents under this subsection 20(c) shall constitute a part of the obligations secured hereby. Any revenues collected by Beneficiary shall be applied first to the expenses so incurred (including attorneys' fees) together with interest thereon at the Default Rate (as defined the Credit Agreement) from the date incurred until repaid, and the balance shall be applied

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toward the obligations secured hereby or in such other manner as the court may direct. Regardless of any provision of this Deed of Trust, or the Credit Agreement, Beneficiary shall not be considered to have accepted any personal property (other than cash or immediately available funds which have actually been delivered to Beneficiary and are not held in the hands of a receiver or other third party) in satisfaction of any obligation of Trustors to Beneficiary, unless Beneficiary has given express written notice of Beneficiary's election of that remedy in accordance with the Nevada Uniform Commercial Code, as it may be amended or recodified from time to time.

(d) If the notice of breach and election to sell, required by Chapter 107 of the Nevada Revised Statutes, be first recorded, and the lapse of time after such recording, which is required by Chapter 107 shall have occurred, then Trustee, its successors or assigns, on demand by Beneficiary, shall sell the above-granted premises, in order to accomplish the objects of these trusts, in the manner following, namely:

(i) the Trustee shall first give notice of the time and place of such sale, in the manner provided by the laws of the State of Nevada for the sale of real property under execution, and may from time to time postpone such sale by such advertisement as it may deem reasonable, or without further advertisement, by proclamation made to the persons assembled at the time and place previously appointed and advertised for such sale, and on the day of sale so advertised, or to which such sale may have been postponed, the Trustee may sell all, or any portion, of the property so advertised, in one or more lots, at public auction, at the time and place specified in the notice, either in the county in which the property, or any part thereof, to be sold, is situated, or at the principal office of the Trustee in its discretion, to the highest cash bidder. The Beneficiary, Trustee, obligee, creditor, or the holder or holders of the Note secured hereby may bid (including by credit bid) and purchase at such sale. The Beneficiary may, after recording the notice of breach and election, waive or withdraw the same or any proceedings thereunder, and shall thereupon be restored to its former position and have and enjoy the same rights as though such notice had not been recorded.

(ii) the Trustee, upon such sale, shall make (without warranty), execute and, after due payment made, deliver to purchaser or purchasers, his or their heirs or assigns, a deed or deeds of the premises so sold which shall convey to the purchaser all the title of the Trustors, or

either of them (as the case may be), in the trust premises, and shall apply the proceeds of the sale thereof in accordance with the terms and conditions of the Credit Agreement. The recital in any such deed, of: (aa) default; (bb) recording notice of breach and election of sale; (cc) the elapsing of the three (3) month period; (dd) the giving of notice of sale; and (ee) demand by Beneficiary that such sale should be made; shall be conclusive proof thereof and any such deed or deeds with such recitals therein shall be effectual and conclusive against Trustors, or either of them, or their respective successors and assigns, and all other persons; and the receipt for the purchase money recited or contained in any deed executed to the purchaser as aforesaid shall be sufficient discharge to such purchaser from all obligation to see to the proper application of the purchase money, according to the trusts aforesaid.

(e) The rights and remedies of Beneficiary upon the occurrence of one or more Events of Default as defined in the Credit Agreement (whether such rights and remedies are conferred by statute, by rule of law, by this Deed of Trust, or otherwise) may be exercised by Beneficiary, in the sole discretion of Beneficiary, either alternatively, concurrently, or consecutively in any order. The exercise by Beneficiary or Trustee at the express direction of Beneficiary, of any one or more of such rights and remedies shall not be construed to be an election of remedies nor a waiver of any other rights and remedies Beneficiary might have unless, and limited to the extent that, Beneficiary shall so elect or so waive by an instrument in writing delivered to Trustee. Without limiting the generality of the foregoing, to the extent that this Deed of Trust covers both Real Property and Personal Property, Beneficiary may, in the sole discretion of Beneficiary, either alternatively, concurrently, or consecutively in any order:

(i) proceed as to both the Real Property and Personal Property in accordance with Beneficiary's rights and remedies in respect of the Real Property; or

(ii) proceed as to the Real Property in accordance with Beneficiary's rights and remedies in respect of the Real Property and proceed as to the Personal Property in accordance with Beneficiary's rights and remedies in respect of the Personal Property.

If Beneficiary should elect to proceed as to both the Real Property and Personal Property collateral in accordance with

Beneficiary's rights and remedies in respect to the Real Property:

(i) all the Real Property and all the Personal Property may be sold, in the manner and at the time and place provided in this Deed of Trust, in one lot, or in separate lots consisting of any combination or combinations of Real Property and Personal Property, as the Beneficiary may elect, in the sole discretion of Beneficiary.

(ii) Trustors acknowledge and agree that a disposition of the Personal Property collateral in accordance with Beneficiary's rights and remedies in respect of Real Property, as hereinabove provided, is a commercially reasonable disposition of the collateral.

If Beneficiary should elect to proceed as to the Personal Property collateral in accordance with Beneficiary's rights and remedies with respect to personal property, Beneficiary shall have all the rights and remedies conferred on a secured party by NRS 104.9501 through NRS 104.9507 of the Uniform Commercial Code, inclusive. Beneficiary may, in the sole discretion of Beneficiary, appoint Trustee as the agent of Beneficiary for the purpose of disposition of the Personal Property in accordance with the Uniform Commercial Code.

(f) Every right, power and remedy granted to Trustee or Beneficiary in this Deed of Trust shall be cumulative and not exclusive, and in addition to all rights, powers and remedies granted at law or in equity or by statute, and each such right, power and remedy may be exercised from time to time and as often and in such order as may be deemed expedient by Trustee or Beneficiary, and the exercise of any such right, power or remedy shall not be deemed a waiver of the right to exercise, at the time or thereafter, any other right, power or remedy.

21. Substitution of Trustee. The Beneficiary or its assigns may, from time to time, appoint another trustee, or trustees, to execute the trust created by this Deed of Trust or other conveyance in trust. Upon the recording of such certified copy or executed and acknowledged instrument, the new trustee or trustees shall be vested with all the title, interest, powers, duties and trusts in the premises vested in or conferred upon the original trustee. If there be more than one trustee, either may act alone and execute the trusts upon the request of the Beneficiary, and all his acts thereunder shall be deemed to be the acts of all trustees, and

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the recital in any conveyance executed by such sole trustee of such request shall be conclusive evidence thereof, and of the authority of such sole trustee to act.

22. Binding Nature. This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors, and assigns. It is expressly agreed that the Trust created hereby is irrevocable by Trustors. The obligations of Trustors hereunder shall be joint and several.

23. Acceptance of Trust; Recognition by Trustee. Trustee accepts this trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law, reserving, however, unto the Trustee, the right to resign from the duties and obligations imposed herein whenever Trustee, in its sole discretion, deems such resignation to be in the best interest of the Trustee. Written notice of such resignation shall be given to Trustors and Beneficiary.

24. Waiver of Certain Rights by Trustors. Trustors waive, to the fullest extent permitted by law: (i) all rights to direct the order in which any of the Property shall be sold in the event of any sale or sales pursuant hereto; and (ii) the rights to have any of the Property or any other property now or hereafter constituting security for the indebtedness secured hereby marshalled upon any foreclosure of this Deed of Trust or of any other security for any such indebtedness.

25. Attorney-in-Fact. Upon the occurrence of an Event of Default as defined in Section 7.01 of the Credit Agreement, Trustors shall be deemed to have appointed and do hereby appoint Beneficiary the attorney-in-fact of Trustors to: (i) prepare, sign, file and/or record one or more financing statements, any documents of title or registration, or any similar papers; and (ii) take any other action(s) deemed reasonably necessary, useful or desirable by Beneficiary to perfect and preserve the lien and/or security interest of this Deed of Trust against the rights or interests of third persons.

26. Environmental Indemnity.

(a) Trustors agree to indemnify, protect, defend and save harmless Beneficiary and its directors, trustees, officers, employees, agents, attorneys and shareholders (individually, an "Indemnified Party" and

collectively, the "Indemnified Parties") from and against any and all losses, damages, expenses or liabilities, of any kind or nature from any investigations, suits, claims, demands or other proceedings, including reasonable counsel fees incurred in investigating or defending such claim, suffered by any of them and caused by, relating to, arising out of, resulting from or any way connected with: (a) the presence in, on or under the Property of any Hazardous Materials, as defined by reference in the Credit Agreement, or any releases or discharges of any Hazardous Materials on, under or from the Property; or (b) any violation of Hazardous Materials Laws (as defined in the Credit Agreement), or any activity carried on or undertaken on or off the Property, whether prior to or during the term of the Credit Facility, and whether by Trustors or any predecessor in title or any employees, agents, contractors or subcontractors of Trustors or any predecessor in title, or any third persons at any time occupying or present on the Property, in connection with the handling, treatment, removal, storage, decontamination, clean-up, transport or disposal of any Hazardous Materials at any time located or present on or under the Property. The foregoing indemnity shall further apply to any residual contamination on or under the Property, or affecting any natural resources, and to any contamination of any property or natural resources, arising in connection with the generation, use, handling, storage, transport or disposal of any such Hazardous Materials, and irrespective of whether any of such activities were or will be undertaken in accordance with applicable laws, regulations, codes and ordinances. It is provided, however, that Trustors shall not be obligated to indemnify, protect, defend or save harmless an Indemnified Party if, and to the extent that, any such loss, damage, expense or liability was caused by: (i) the gross negligence or intentional misconduct of such Indemnified Party; or (ii) the breach of this Deed of Trust, the Credit Agreement or any other Loan Document by such Indemnified Party or the breach of any laws, rules or regulations by such Indemnified Party. Trustors hereby acknowledge and agree that, notwithstanding any other provision of this Deed of Trust or any of the other Loan Documents to the contrary, the obligations of Trustors under this Section 26 shall be unlimited personal obligations of Trustors and shall survive any foreclosure under this Deed of Trust, any transfer in lieu thereof, any reconveyance of this Deed of Trust and any satisfaction of the obligations of Trustors in connection with the Credit Facility. Trustors acknowledge that Beneficiary's appraisal of the Property is such that Beneficiary would not extend the Credit Facility but for the personal liability undertaken by Trustors for the

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obligations under this Section 26. Trustors and Beneficiary agree that any obligations of Trustors under this Section 26 which may also be obligations of Trustors under the Environmental Certificate (which is referred to below) shall be deemed to arise solely under this Section 26 and not under the Environmental Certificate. The obligations of Trustors under this Section 26 are separate from and in addition to the obligations to pay the indebtedness evidenced by the Note, the obligations under the Credit Agreement and the other obligations under this Deed of Trust. The liability of Trustors under this Section 26 shall not be limited to or measured by the amount of the indebtedness owed under the Note or this Deed of Trust or the value of the Property. Trustors shall be fully and personally liable for all obligations of Trustors under this Section 26 and a separate action may be brought and prosecuted against Trustors under this Section 26. Trustors waive the right to assert any statute of limitations as a bar to the enforcement of this Section 26 or to any action brought to enforce this Section 26. This Section 26 shall not affect, impair or waive any rights or remedies of Beneficiary or any obligations of Trustors with respect to Hazardous Materials created or imposed by Hazardous Materials Laws (including Beneficiary's rights of reimbursement or contribution under Hazardous Materials Laws). The remedies under this Section 26 are cumulative and in addition to all remedies provided by law.

(b) In case any action shall be brought against any Indemnified Party based upon any of the above and in respect to which indemnity may be sought against Trustors, Beneficiary shall promptly notify Trustors in writing, and Trustors shall assume the defense thereof, including the employment of counsel selected by Trustors and reasonably satisfactory to Beneficiary, the payment of all reasonable costs and expenses and the right to negotiate and consent to settlement. Upon reasonable determination made by an Indemnified Party that such counsel would have a conflict representing such Indemnified Party and Trustors, the applicable Indemnified Party shall have the right to employ, at the reasonable expense of Trustors, separate counsel in any such action and to participate in the defense thereof. Trustors shall not be liable for any settlement of any such action effected without their consent, but if settled with Trustors' consent, or if there be a final judgment for the claimant in any such action, Trustors agree to indemnify, defend and save harmless such Indemnified Parties from and against any loss or liability by reason of such settlement or judgment except for loss or liability by reason of the gross

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negligence or wilful misconduct of Beneficiary. In the event that any person or entity is adjudged by a court of competent jurisdiction not to have been entitled to indemnification under this Section 26, it shall repay all amounts with respect to which it has been so adjudged. If and to the extent that the indemnification provisions contained in this Section 26 are unenforceable for any reason, the Trustors hereby agree to make the maximum contribution to the payment and satisfaction of such obligations that is permissible under applicable law.

(c) Notwithstanding anything in this Section 26 to the contrary: (i) the indemnity provided herein shall not extend to any generation, manufacture, storage, treatment, release, disposal, discharge, deposit, injection, dumping, leaking, spilling, placing or escape of any Hazardous Material on, in, under or from the Real Property or any portion thereof, in violation of any Environmental Law, occurring subsequent to the date of a consummated foreclosure (or recordation of a deed in lieu of foreclosure) under this Deed of Trust in which Trustors are indefeasibly divested of title to the Real Property, and (ii) all Hazardous Materials found to be on, in, under or from the Real Property, or any portion thereof, in violation of any Environmental Law at any time, shall be subject to a rebuttable presumption, for the purpose of this indemnity provision, to have been generated, manufactured, stored, treated, released, disposed, discharged, deposited, injected, dumped, leaked, spilled, placed or escaped, as the case may be, prior to the date of a consummated foreclosure (or recordation of a deed in lieu of foreclosure) under this Deed of Trust, subject to Trustors' right to prove otherwise by clear and convincing evidence.

27. Governing Law. This Deed of Trust shall, in all respects, be governed by and construed in accordance with the internal laws of the State of Nevada without regard to conflict of law principles.

28. Fixture Filing. This Deed of Trust is intended to be a fixture filing under NRS 104.9402. The address of Beneficiary from which information may be obtained concerning

the security interest granted hereunder and the mailing address of Trustors are as follows:

Beneficiary: Wells Fargo Bank,
National Association
Commercial Banking Division
P.O. Box 11007
Reno, NV 89520
Attn: Darby Watson, V.P.

Trustors: Carson Valley Inn, Inc.
1627 Highway 395 North
Minden, NV 89423

Mulreany Associates
1627 Highway 395 North
Minden, NV 89423

29. Trustors' principal place of business is in the State of Nevada at 1627 Highway 395 North, in Minden, Nevada. Neither of the Trustors do business under any trade name except as previously disclosed in writing to Beneficiary. Trustors will immediately notify Beneficiary in writing of any change in the place of business for any of them or the adoption or change of any trade name or fictitious business name by any of them, and will upon request of Beneficiary, execute any additional financing statements or other certificates necessary to reflect any such adoption or change in trade name or fictitious business name.

30. This Deed of Trust has been executed pursuant to and is subject to the terms of the Credit Agreement executed concurrently, or substantially concurrent, herewith and Trustors agree to observe and perform all provisions contained therein.

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IN WITNESS WHEREOF, Trustees have executed this instrument as of the day and year first above written.

TRUSTORS:

CARSON VALLEY INN, INC.,
a Nevada corporation

By Patrick A. Mulreany
Patrick Mulreany,
President and Treasurer

MULREANY ASSOCIATES, a
Nevada general partnership


By Patrick A. Mulreany
Patrick Mulreany,
General Partner

By Jean Mulreany
Jean Mulreany,
General Partner

STATE OF NEVADA)
) SS
COUNTY OF WASHOE)

This instrument was acknowledged before me on July 30, 1997, by PATRICK MULREANY as President and Treasurer of CARSON VALLEY INN, INC.

Notary Public

 DOREEN S. HARRIS
Notary Public - State of Nevada
Appointment Recorded in Washoe County
MY APPOINTMENT EXPIRES AUG. 2, 1998

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STATE OF NEVADA)
) SS
COUNTY OF WASHOE)

This instrument was acknowledged before me on July 30, 1997, by PATRICK MULREANY as General Partner of MULREANY ASSOCIATES.

~~Notary Public~~

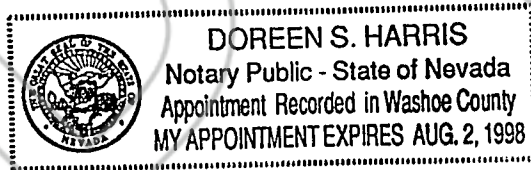
STATE OF NEVADA)
) SS
COUNTY OF WASHOE)



This instrument was acknowledged before me on July 30, 1997, by JEAN MULREANY as General Partner of MULREANY ASSOCIATES.

~~Notary Public~~

STATE OF NEVADA)
) SS
COUNTY OF WASHOE)



LEGAL DESCRIPTION

Order No.: 97071170

The land referred to herein is situated in the State of Nevada, County of Douglas, described as follows:

PARCEL 1:

A parcel of land situate in the Town of Minden, Nevada, and being a portion of the Southwest 1/4 of Section 29, Township 13 North, Range 20 East, M.D.B. & M., Douglas County, Nevada, being more particularly described as follows:

BEGINNING at a point lying on the Northerly right-of-way of U.S. Highway 395 being the Southwest corner of a 3.40 acre parcel as shown on the Record of Survey map filed in Book 980, Page 057, Document No. 48058, within the Official Records of Douglas County, Nevada; thence North 26°35'00" East, 120 feet to the POINT OF BEGINNING; thence North 26°35'00" East, 187.77 feet; thence South 63°25'00" East, 585.96 feet; thence South 79°00'00" West, 307.86 feet; thence North 63°25'00" West, 342.00 feet to the TRUE POINT OF BEGINNING.

Together with a parcel of land as deeded to PATRICK A. MULREANY AND JEAN E. MULREANY, in Deed recorded August 17, 1984 as Document No. 105270, more particularly described as follows:

A parcel of land located within a portion of the Southwest 1/4 of Section 29, Township 13 North, Range 20 East, M.D.B. & M., Douglas County, Nevada being further described as Area "B" as shown on the map filed within the Official Records of Douglas County, Nevada as Document No. 86414 and being more particularly described as follows:

Commencing at a point lying at the intersection of the Northerly right-of-way line of U.S. Highway 395 and the Westerly right-of-way line of 8th Street; thence North 26°35'00" East, 154.05 feet along the Westerly right-of-way line of 8th Street; thence North 79°00'00" East, 58.44 feet to the POINT OF BEGINNING, thence North 79°00'00" East, 96.79 feet; thence South 26°35'00" West, 59.04 feet to a point on the Northerly right-of-way line of the 8th Street; thence North 63°25'00" West, 76.70 feet to the TRUE POINT OF BEGINNING.

Excepting therefrom a parcel of land located within a portion of the Southwest 1/4 of Section 29, Township 13 North, Range 20 East, M.D.B. & M., Douglas County, Nevada, being further

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EXHIBIT A

STEWART TITLE
Guaranty Company

described as Area "A" as shown on the map filed within the Official Records of Douglas County, Nevada as Document No. 86414 and being more particularly described as follows:

Commencing at a point lying at the intersection of the Northerly right-of-way line of U.S. Highway 395 and the Westerly right-of-way line of 8th Street; thence North 26°35'00" East, 154.05 feet along the Westerly right-of-way line of 8th Street; thence North 79°00'00" East, 155.23 feet to the POINT OF BEGINNING; thence North 26°35'00" East, 59.03 feet; thence South 63°25'00" East, 76.71 feet; thence South 79°00'00" West, 96.80 feet to the TRUE POINT OF BEGINNING.

PARCEL 2:

Portion A:

A parcel of land situated in the Southwest 1/4 of Section 29 and a portion of the Southeast 1/4 of Section 30, Township 13 North, Range 20 East, M.D.B. & M., Douglas County, Nevada, more particularly described as follows:

Beginning at the Northwest corner of a 2.00 acre more or less parcel as set forth on that certain Record of Survey for Patrick A. and Jean E. Mulreany, filed for record in the Office of the County Recorder of Douglas County, Nevada on the 2nd day of September, 1983, in Book 983 at Page 101, Document No. 86414; said point also bears North 28°02'03" East, a distance of 1,221.56 feet from the section corner common to Sections 29, 30, 31, and 32; thence South 26°35'00" West, a distance of 187.77 feet; thence North 63°25'00" West, a distance of 98.23 feet; thence North 16°53'00" East, a distance of 214.60 feet; thence North 63°25'00" West, a distance of 86.00 feet; thence South 16°53'00" West, a distance of 214.60 feet; thence North 63°25'00" West, a distance of 368.97 feet; thence South 00°03'20" West, a distance of 139.71 feet to the Northeasterly right-of-way line of U.S. Highway 395; thence North 63°25'00" West along the Northeasterly right-of-way line of U.S. Highway 395 a distance of 45.20 feet; thence North 05°41'00" East, a distance of 412.40 feet to the Section line common to Sections 29 and 30; thence North 00°03'20" East along the section line common to Sections 29 and 30, a distance of 57.04 feet; thence

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South 72°39'07" East, a distance of 449.37 feet; thence South 62°50'16" East, a distance of 265.06 feet; thence South 26°35'00" West, a distance of 192.97 feet, returning to THE TRUE POINT OF BEGINNING.

EXCEPT THEREFROM THE FOLLOWING DESCRIBED PARCELS OF LAND:

EXCEPTING THEREFROM a parcel of land located within a portion of the Southwest 1/4 of Section 29, Township 13 North, Range 20 East, M.D.B. & M., Douglas County, Nevada, described as follows:

Commencing at the Northwest corner of the 2.00 acre more or less parcel as set forth on that certain Record of Survey for Patrick A. and Jean E. Mulreany, that was filed for record in the Office of the County Recorder of Douglas County, Nevada, on September 2, 1983, in Book 983, at Page 101, under Document No. 86414, thence North 26°35'00" East, 192.97 feet; thence North 62°50'16" West, 265.06 feet; thence North 72°39'07" West, 8.06 feet, to the POINT OF BEGINNING; thence continuing North 72°39'07" West, 439.37 feet; thence South 00°16'26" West, 56.63 feet; thence South 05°54'44" West, 412.40 feet to the Northerly right-of-way line of U.S. Highway 395 (Railroad Avenue); thence South 63°25'00" East, 188.00 feet along the Northerly right-of-way line of U.S. Highway 395; thence North 26°35'00" East, 125.00 feet; thence South 63°25'00" East, 75.00 feet; thence North 26°35'00" East, 382.12 feet to the TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM that portion deeded to Mulreany Associates, a Limited Partnership, by instrument recorded April 29, 1985, in Book 485 of Official Records, at page 2305, Douglas County, Nevada, as Document No. 116605, more particularly described as follows:

A parcel of land located in the Southwest 1/4 of the Southwest 1/4 of Section 29, Township 13 North, Range 20 East, M.D.B. & M., situated on the Northerly side of U.S. Highway 395 and West of the Westerly line of 10th Street extended across the highway,

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in Douglas County, Nevada, more particularly described as follows:

Beginning at the intersection of the Northerly right-of-way line of U.S. Highway 395 and the extension of the Westerly line of 10th Street in Minden, from which the Southeast corner of Section 30, Township 13 North, Range 20 East, M.D.B. & M., bears $07^{\circ}20'31''$ West, 962.14 feet; thence along the highway North $63^{\circ}25'00''$ West, 188.00 feet; thence North $05^{\circ}37'32''$ East, 133.85 feet; thence South $63^{\circ}25'00''$ East, 235.88 feet; thence South $26^{\circ}35'00''$ West, 125.00 feet to the TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM that portion that lies within the above described Parcel and was deeded to HENRY SEEMAN, et al, in Deed recorded February 11, 1971, in Book 83, Page 593, Document No. 51865, Official Records of Douglas County, State of Nevada, described as follows:

That certain irregular Parcel of land situate, lying and being in the East 1/2 of the Southeast 1/4 of Section 30, Township 13 North, Range 20 East, M.D.B. & M., Westerly of the Town of Minden, in Douglas County, Nevada, more particularly described as follows:

Beginning at the concrete monument which is 30 feet Northeastly, measured at right angles, from the Surveyed centerline of Nevada State Highway Route 3 (U.S. Highway 395), and along the Northerly extension of the Westerly side of 10th Street of said Town of Minden; said concrete monument further described as being North $07^{\circ}20'$ East, a distance of 962.20 feet from the Southeast corner of said Section 30; thence North $63^{\circ}25'$ West, along the Northeastly right-of-way line of said highway a distance of 142.80 feet to the TRUE POINT OF BEGINNING; thence North $63^{\circ}25'$ West, along the Northeastly highway right-of-way line, a distance of 45.20 feet to a point; thence Northerly and Easterly along a fence line a distance of 412.40 feet, more or less, to a point; thence South a distance of 430.60 feet to the POINT OF BEGINNING.

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Portion B:

A parcel of land located within a portion of the Southwest 1/4 of Section 29, Township 13 North, Range 20 East, M.D.B. & M., Douglas County, Nevada, described as follows:

Commencing at the Northwest corner of the 2.00 acre more or less parcel as set forth on that certain Record of Survey for Patrick A. and Jean E. Mulreany, that was filed for record in the Office of the County Recorder of Douglas County, Nevada, on September 2, 1983, in Book 983, at Page 101, as Document No. 86414, thence North $26^{\circ}35'00''$ East, 192.97 feet; thence North $62^{\circ}50'16''$ West, 265.06 feet; thence North $72^{\circ}39'07''$ West, 8.06 feet, to the TRUE POINT OF BEGINNING; thence continuing North $72^{\circ}39'07''$ West, 439.37 feet; thence South $00^{\circ}16'26''$ West, 56.63 feet; thence South $05^{\circ}54'44''$ West, 412.40 feet to the Northerly right-of-way line of U.S. Highway 395 (Railroad Avenue); thence South $63^{\circ}25'00''$ East, 188.00 feet along the Northerly right-of-way line of U.S. Highway 395; thence North $26^{\circ}35'00''$ East, 125.00 feet; thence South $63^{\circ}25'00''$ East, 75.00 feet; thence North $26^{\circ}35'00''$ East, 382.12 feet to the POINT OF BEGINNING.

EXCEPTING THEREFROM that portion deeded to Mulreany Associates, a Limited Partnership, by instrument recorded April 29, 1985, in Book 485 of Official Records, at Page 2305, Douglas County, Nevada, as Document No. 116605, more particularly described as follows:

A parcel of land located in the Southwest 1/4 of the Southwest 1/4 of Section 29, Township 13 North, Range 20 East, M.D.B. & M., situated on the Northerly side of U.S. Highway 395 and West of the Westerly line of 10th Street extending across the highway, in Douglas County, Nevada, more particularly described as follows:

Beginning at the intersection of the Northerly right-of-way line of U.S. Highway 395 and the extension of the Westerly line of 10th Street in Minden, from which the Southeast corner of Section 30, Township 13 North, Range 20 East, M.D.B. & M., bears South $07^{\circ}20'31''$ West, 962.14 feet; thence along the highway North $63^{\circ}25'00''$ West, 188.00 feet; thence North $05^{\circ}37'32''$ East,

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133.85 feet; thence South 63°25'00" East, 235.88 feet; thence South 26°35'00" West, 125.00 feet to the POINT OF BEGINNING.

EXCEPTING THEREFROM that portion that lies within the above described Parcel and was deeded to HENRY SEEMAN, et al, in Deed recorded February 11, 1971, in Book 83, Page 593, Document No. 51865, Official Records of Douglas County, State of Nevada, described as follows:

That certain irregular Parcel of land situate, lying and being in the East 1/2 of the Southeast 1/4 of Section 30, Township 13 North, Range 20 East, M.D.B. & M., Westerly of the Town of Minden, in Douglas County, Nevada, more particularly described as follows:

Beginning at a concrete monument which is 30 feet Northeasterly, measured at right angles, from the surveyed centerline of Nevada State Highway Route 3 (U.S. Highway 395), and along the Northerly extension of the Westerly side of 10th Street of said Town of Minden; said concrete monument further described as bearing North 07°20' East, a distance of 962.20 feet from the Southeast corner of said Section 30; thence North 63°25' West, along the Northeasterly right-of-way line of said highway a distance of 142.80 feet to the TRUE POINT OF BEGINNING; thence North 63°25' West, along the Northeasterly highway right-of-way line a distance of 45.20 feet to a point near a fence corner; thence Northerly and Easterly along a fence line a distance of 412.40 feet, more or less, to a point; then South a distance of 430.60 feet to the POINT OF BEGINNING.

Portion C:

A parcel of land located within a portion of the Southwest 1/4 of Section 29, Township 13 North, Range 20 East, M.D.B. & M., Douglas County, Nevada, described as follows:

Commencing at the Northwest corner of the 2.000 acre more or less parcel as set forth on that certain Record of Survey for Patrick A. and Jean E. Mulreany, that was filed for record in the Office of the County Recorder of Douglas County, Nevada, on September 2, 1983, in Book 983, at Page 101, as Document No. 86414, thence North 26°35'00" East, 192.97 feet; thence South

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63°25'00" East, 720.06 feet; thence South 32°38'00" West, 98.28 feet; thence North 63°25'00" West, 47.70 feet; thence South 26°35'00" West, 36.71 feet; thence South 79°00'00" West, 95.96 feet; thence North 63°25'00" West, 585.96 feet, to the POINT OF BEGINNING.

PARCEL 3:

Being all that certain land or parcel of land lying in the Southwest 1/4 of Section 29, Township 13 North, Range 20 East, M.D.B. & M. on the Northerly side of the Virginia and Truckee Railroad Spur (bearing North 63°25' West), Douglas County, Nevada, and more particularly described by metes and bounds as follows, to wit:

Beginning at a point at the Southeast corner of the parcel 45 feet from the centerline of the said Virginia and Truckee Railroad Spur, said POINT OF BEGINNING being described as bearing North 57°47'40" West, 1,899.13 feet from the Town Monument (No. 1) to the Town of Minden, said POINT OF BEGINNING being further described as bearing North 72°33' East, 3,189.40 feet from the 1/4 corner common to Sections 30 and 31, being North 63°25' West parallel to the railroad spur 86.00 feet to a point; thence North 16°53' East, 214.60 feet to a point; thence South 63°25' East, 86.00 to a point on the fence line at the Northeast corner of the parcel thence South 16°53' West along said fence line 214.60 feet to the POINT OF BEGINNING.

PARCEL 4:

A parcel of land in the Town of Minden, North of U.S. Highway 395, and West of Buckeye Lane (Sixth Street), and also being in the South 1/2 of the Southwest 1/4 of Section 29, Township 13 North, Range 20 East, M.D.B.&M., in Douglas County, Nevada, more particularly described as follows:

COMMENCING at the Northwest corner of the intersection of Buckeye Lane and U.S. Highway 395 from which the Minden Town Monument bears South 58°06'23" East 713.05 feet. The Town Monument being located South 89°18'25" West, 4,649.90 feet from the one-quarter corner common to Sections 30 and 31, Township 13 North Range 20 East, M.D.B.&M., thence running along the

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Northerly side of U.S. Highway 395, North 63°25' West, 1,423.40 feet to the Point of Beginning; thence North 26°35' East 120.00 feet; thence South 63°25' East 273.00 feet more or less, to the Northwest corner of that certain parcel of land conveyed to GERALD L. BELANGER and wife, in Deed recorded February 5, 1969, in Book 65, Page 38, File No. 43658 of Official Records; thence along the Northwesterly line of the BELANGER parcel; South 26°35' West, 120.00 feet to the Southwesterly corner of the BELANGER parcel; thence North 63°25' West, 273.00 feet, more or less, to the True Point of Beginning.

Assessors Parcel No. 25-170-01

PARCEL 5:

A parcel of land situate in the Town of Minden, Nevada, and being a portion of the Southwest 1/4 of the Southwest 1/4 of Section 29, Township 13 North, Range 20 East, M.D.B.&M., and being further described as follows:

Commencing at a point in the northerly right-of-way line of Railroad Avenue, more commonly known as U.S. Highway 395, and the intersection of the centerline of Ninth Street, projected; thence along the Northerly right-of-way line of Railroad Avenue, North 63°25'00" West, 57.00 feet to the True Point of Beginning; thence North 26°35'00" East, 120.00 feet, thence parallel to said right-of-way line, South 63°25'00" East, 342 feet; thence North 79°00" East, 55 feet more or less to the intersection of the westerly right-of-way line of Eighth Street as said right-of-way line is described in Deed recorded January 1, 1981, Book 181, Page 508, Document No. 52451, Official Records of Douglas County, State of Nevada; thence along said westerly right-of-way line, South 26°35" East 154.36 feet to the northerly right-of-way line of Railroad Avenue; thence along said right-of-way line North 63°25" West, 385 feet, more or less, to the point of beginning.

Together with all that portion lying and being in the Southwest Quarter of Section 29 T 13 North, R 20 East, M.D.B.&M., described as follows:

Commencing at the intersection of the Northerly right-of-way
Continued on next page

line of U.S. Highway 395, also known as Railroad Avenue, and the Westerly right-of-way line of Eighth Street, also being the Southeasterly corner of the Mulreany parcel as shown on that certain record of survey for Patrick A. and Jean E. Mulreany, recorded on September 2, 1983, Book 983, Page 101, Document Number 86414, in the Official Records of Douglas County, Nevada; being the TRUE POINT OF BEGINNING; thence North 26°35' East a distance of 154.05 feet; thence North 79°00' East, a distance of 58.44 feet; thence South 63°25' East, a distance of 32.79 feet; thence South 79°00' West a distance of 33.04 feet; thence along a tangent curve to the left, having a radius of 110.00 feet, throughout a central angle of 52°25', an arc length of 100.63 feet; thence South 26°35' West, a distance of 72.36 feet; thence along a tangent curve to the right, having a radius of 10.00 feet, throughout a central angle of 90°, an arc length of 15.71 feet to the TRUE POINT OF BEGINNING.

Parcels 1, 2, 3, and 5 comprised of Assessor's Parcel No. 25-170-27

PARCEL 6:

All that certain lot, piece or parcel of land situate in the County of Douglas, State of Nevada, described as follows:

A Parcel of land situate, lying and being in the East 1/2 of the Southeast 1/4 of Section 30, Township 13 North, Range 20 East, M.D.B.&M., Westerly of the Town of Minden, in Douglas County, Nevada, described as follows:

Commencing at the concrete monument which is 30.00 feet Northeasterly measured at right angles from the surveyed centerline of the Nevada State Highway Route 3, (U.S. 395) and along the Northerly extension of the Westerly side of Tenth Street of said Town of Minden; said concrete monument further described as bearing North 7°20' East, a distance of 962.20 feet from the Southeast corner of said Section 30: thence North 63°25' West, on the Northeasterly right of way line of said Highway a distance of 469.30 feet to the most Westerly corner of the Richard D. Blanchard property described in that certain Deed, recorded in Book 29 of Official Records, Page 137, Douglas County, Records, said corner being the TRUE POINT OF

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BEGINNING: thence North 23°51' East, a distance of 200.00 feet; thence South 63°25' East, a distance of 90.00 feet; thence South 23°46'12" West, (of record thence South 23°51' West), a distance of 200.00 feet to a point on the Northeasterly right of way of the above mentioned Highway; thence North 63°25' West, on and along the Northeasterly right of way line of said Highway a distance of 90.00 feet to the TRUE POINT OF BEGINNING.

Assessors Parcel No. 25-030-14

PARCEL 7

Being a portion of Section 30, Township 13 North, Range 20 East, M.D.B.&M. in the County of Douglas, State of Nevada, being more particularly described as follows:

Beginning at the Northeasterly corner of Parcel 2 of that certain PARCEL MAP for WESTERN NEVADA PROPERTIES, INC., as said map was recorded in Book 690 at Page 524 as Document No. 227471 of the Official Records of said Douglas County; thence Southerly along the Easterly line of Parcels 2 and 3 of said Parcel Map, South 0°15'05" West, 761.80 feet to the Southeasterly corner of said Parcel 3, said corner also being the Northeasterly corner of that certain parcel of land described in deed recorded in Book 12 at Page 4364 as Document No. 147795 of said Official Records; thence Southerly along the Easterly line of said parcel, South 5°47'19" West, 411.65 feet to the Southeasterly corner of said parcel, said corner being on the Northeasterly right-of-way line of U.S. Highway 395; thence Northwesterly along said right-of-way line North 63°25'00" West, 191.30 feet to the Southwesterly corner of said parcel; thence Northeasterly along the Northwesterly line of said parcel, North 23°46'12" East, 200.00 feet; thence North 63°25'00" West, 90.00 feet; thence North 23°46'21" East, 155.40 feet, (of Record 185.30 feet); thence North 0°15'05" East, 795.13 feet to a point on the Southwesterly right-of-way line of Ironwood Drive, said line also being the Northeasterly line of Parcel 3 of said PARCEL MAP for WESTERN NEVADA PROPERTIES, INC.; thence Southeasterly along said right-of-way line South 63°25'00" East, 167.37 feet to the Point of Beginning.

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Said premises further set forth as Parcel 4 on Record of Survey/Boundary line adjustment recorded April 22, 1997, Book 497, Page 3362, Document No. 411078.

Assessors Parcel No. 25-030-47

PARCEL 8:

A parcel of land located within a portion of the Southwest one-quarter (SW 1/4) of Section 29, Township 13 North, Range 20 East, Mount Diablo Baseline and Meridian, Douglas County, Nevada, described as follows:

Commencing at the Center one-quarter (C 1/4) corner of said Section 29 as set forth on that certain Record of Survey for Bently Nevada Corp., filed for record in the Office of the County Recorder of Douglas County, Nevada, on the 23rd day of December, 1985, in Book 1285, at Page 1984, under Document No. 128591, thence South 28°31'06" West, 1,786.92 feet to the Westerly right-of-way line of BUCKEYE ROAD; thence North 44°22'00" West 406.00 feet; thence North 69°06'21" West, 581.42 feet to the POINT OF BEGINNING; thence continuing North 69°06'21" West, 1,031.07 feet; thence South 00°16'20" West, 427.69 feet; thence South 72°39'07" East, 447.43 feet; thence South 62°50'16" East, 265.06 feet; thence South 63°25'00" East, 129.75 feet; thence North 26°36'00" East, 416.47 feet; to the POINT OF BEGINNING.

Assessors Parcel No. 25-040-10

PARCEL 9:

A rectangular piece or parcel of land situate, lying and being in the Southwest 1/4 of the Southwest 1/4 of Section 29, Township 13 North, Range 20 East, M.D.B.&M., adjacent to the Northern side of Railroad Avenue (U.S. 395) in the Town of Minden, Douglas County, Nevada, more particularly described as follows:

BEGINNING at the point of intersection of the Western Boundary of Seventh Street extended Northerly and the Northern Boundary of Railroad Avenue (U.S. 395) in said Town of Minden; thence

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North 63°25' West along said Northern Boundary a distance of 159 feet to a point; thence North 26°35' East a distance of 120 feet to a point; thence South 63°25' East a distance of 159 feet to a point; thence South 26°35' West a distance of 120 feet to THE POINT OF BEGINNING.

EXCEPT THEREFROM: that portion of a parcel of said land conveyed to the County of Douglas in Deed recorded May 7, 1982, in Book 582, Page 342, Document No. 67574, of Official Records of Douglas County, Nevada.

Assessors Parcel No. 25-170-17

TOGETHER WITH a non-exclusive easement for roadway and incidental purposes over, under and across the West 13 feet of that portion of the Southwest 1/4 of Section 29, Township 13 North, Range 20 East, M.D.B.&M., as set forth in Easement Deed recorded January 5, 1984 in Book 184, Page 149, Document No. 093839, of Official Records of Douglas County, Nevada.

PARCEL 10:

That portion of the Southwest one-quarter of Section 29, Township 13 North, Range 20 East, M.D.B.&M., more particularly described as follows:

COMMENCING at the intersection of the Northerly right of way line of U.S. Route 395, also known as Railroad Avenue, and the Easterly right of way line, extension of Seventh Street as shown on that certain Record of Survey recorded September 2, 1980, in Book 980, Page 057, Document No. 48058, Official Records of Douglas County, State of Nevada, being the True Point of Beginning; thence North 63°25'00" West, 70.25 feet; thence North 26°35'00" East, 110.00 feet; thence South 63°25'00" East, 70.00 feet; thence South 26°35'00" West, 110.00 feet to the TRUE POINT OF BEGINNING.

Reference is made to Record of Survey recorded September 2, 1980 in Book 980, Page 57, Document No. 48058, Official Records, Douglas County, Nevada.

Assessors Parcel No. 25-182-01

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LEGAL DESCRIPTION - continued

Order No.:97071170

Together with a Non-exclusive easement for road and incidental purposes, over, under and across the East 13 feet of the following described Parcel of land:

A rectangular piece of parcel of land situate, lying and being in the Southwest 1/4 of the Southwest 1/4 of Section 29, Township 13 North, Range 20 East, M.D.B.&M., adjacent to the Northern side of Railroad Avenue (U.S. 395) in the Town of Minden, Douglas County, Nevada, more particularly described as follows:

Beginning at the point of intersection of the Western Boundary of Seventh Street extended Northerly and the Northern Boundary of Railroad Avenue (U.S. 395) in said Town of Minden; thence North $63^{\circ}25'$ West, along said Northern Boundary, a distance of 159 feet to a point; thence North $26^{\circ}35'$ East, a distance of 120 feet to a point; thence South $63^{\circ}25'$ East, a distance of 159 feet to a point; thence South $26^{\circ}35'$ West, a distance of 120 feet to POINT OF BEGINNING.

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REQUESTED BY
Stewart Title of Douglas County
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

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LINDA SLATER
RECORDER
\$49.00 PAID K2 DEPUTY