

Recording requested by
and when recorded mail to:

James L. Morgan, Esq.
Henderson & Nelson
164 Hubbard Way, Suite B
Reno, NV 89502

ASSIGNMENT OF SPACELEASES, CONTRACTS,
RENTS AND REVENUES

THIS ASSIGNMENT OF SPACELEASES, CONTRACTS, RENTS AND REVENUES ("Assignment") is made and entered into as of July 30, 1997 by and among CARSON VALLEY INN, INC., a Nevada corporation ("CVII") and MULREANY ASSOCIATES, a Nevada general partnership ("MA"), with CVII and MA being hereinafter collectively referred to as "Assignors", parties of the first part, and WELLS FARGO BANK, National Association, hereinafter referred to, together with its successors and assigns, as "Lender", party of the second part.

R E C I T A L S:

WHEREAS:

A. The real property which is particularly described by "Exhibit A" attached hereto is hereinafter collectively referred to as the "Land". All references herein to the "Real Property" shall be to: (i) the Land; (ii) all real property which is adjacent to, or used in connection with, the Land and in which Assignors, or either of them, now own, or hereafter acquire, an interest (the "Adjacent Property"); and (iii) all tenements, hereditaments and appurtenances to the Land or the Adjacent Property. MA is the owner of the fee interest in a portion of the Real Property (the "MA Property") and CVII is the owner of the fee interest in the remainder of the Real Property (the "CVII Real Property"). CVII occupies: (i) the CVII Property pursuant to its fee interest therein; and (ii) the MA Property pursuant to a lease from MA.

B. Reference is made to that certain Credit Agreement (as it may be hereafter renewed, extended, amended, restated or otherwise modified, the "Credit Agreement") executed concurrently or substantially concurrent herewith by

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and among Assignors, as Borrowers, and Lender, as Lender. All capitalized words and terms which are used herein (and which are not otherwise defined herein) shall have the respective meanings and be construed herein as provided in Section 1.01 of the Credit Agreement and any reference to a provision of the Credit Agreement shall be deemed to incorporate that provision as a part hereof in the same manner and with the same effect as if the same were fully set forth herein.

C. Pursuant to the Credit Agreement, and subject to the terms and conditions specified therein, Lender has agreed to provide a reducing revolving credit facility to Assignors in the initial maximum principal amount of Fourteen Million Five Hundred Thousand Dollars (\$14,500,000.00) (the "Credit Facility"), which Credit Facility includes a subfacility for issuance of standby letters of credit on behalf of Assignors, or either of them.

D. It is a condition of the Credit Facility that all right, title and interest of Assignors in and to:

(i) any leases and purchase contracts which are now existing or are hereafter entered into, for furniture, fixtures, equipment, signs and other items of personal property which are used in connection with, or which relate to: (aa) the Real Property or the Casino Facilities conducted on, or in connection with, the Real Property; or (bb) any other business activity conducted by, or on behalf of, Assignors (collectively, the "Additional Business(es)") on the Real Property; all together with any and all modifications, extensions, or renewals thereof (collectively the "Equipment Leases and Contracts");

(ii) any spaceleases and concession agreements which now or hereafter relate to any portion of the Real Property, and all extensions, renewals, amendments and modifications thereof (collectively, the "Spaceleases"); and

(iii) all rents, issues, profits, products, earnings, income, proceeds, payments, revenue, receipts and deposits (collectively the "Proceeds") which relate to, or are derived from, the Real Property, the Casino Facilities, the Spaceleases, or any Additional Business including, without limitation, present and future Proceeds, of any

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nature whatsoever, derived from, or received with respect to, casinos, bars, restaurants, banquet facilities, offices, convention facilities, retail premises and other facilities related to, or used in connection with, the Real Property, and also including without limitation, Proceeds from leases, subleases, licenses, concessions, franchises or other use or occupancy agreements covering any of the Real Property or entered into in connection with the Real Property, or any portion thereof (collectively the "Rents and Revenues");

be presently assigned to Lender as additional security for the Credit Facility and as additional security for the performance of all obligations to be performed by the Assignors pursuant to the Credit Agreement and the other Loan Documents (other than the Environmental Certificate), together with all renewals, extensions, amendments and modifications thereof, upon the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the Credit Facility, Assignors do hereby assign to Lender all of their right, title and interest in and to the Equipment Leases and Contracts, the Spaceleases and the Rents and Revenues as follows:

1. Assignors do hereby grant, assign and convey unto Lender all the right, title, interest and privilege which Assignors now have, or may hereafter acquire, in or to: (i) all Equipment Leases and Contracts and/or Spaceleases which now exist or may hereafter be entered into; and (ii) the Rents and Revenues. Without limiting the generality of the foregoing, Lender shall have the present and continuing right with full power and authority, in its own name, or in the name of Assignors or otherwise: (aa) to do any and all things which Assignors may be or may become entitled to do under the Equipment Leases and Contracts and/or Spaceleases, and the right to make all waivers and agreements, give all notices, consents and releases and other instruments and to do any and all other things whatsoever which Assignors may be or may become entitled to do under said Equipment Leases and Contracts and/or Spaceleases; and (bb) to make claim for, enforce, collect, receive and make receipt (in its own name, the name of Assignors, or otherwise) for any and all of the Rents and Revenues and to do any and all things which Assignors are or may become entitled to do for the collection of the Rents and Revenues.

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2. The acceptance of this Assignment and the payment or performance under the Equipment Leases and Contracts, the Spaceleases, and/or the Rents and Revenues hereby assigned shall not constitute a waiver of any rights of Lender under the terms of the Credit Agreement or of any other Loan Document for the benefit of Lender.

3. Assignors shall keep and perform the following with respect to the Equipment Leases and Contracts and the Spaceleases:

(a) Except for assignments permitted under the Credit Agreement and Permitted Encumbrances, Assignors will not further assign any interest in the Equipment Leases and Contracts or in the Spaceleases, or create or permit any lien, charge, or encumbrance upon their interests in the Equipment Leases and Contracts or in the Spaceleases;

(b) Assignors will not, without the prior written consent of Lender:

(i) Cancel, terminate, or surrender or consent to any cancellation, termination or surrender, or permit any event to occur which would entitle any lessor/vendor to terminate or cancel its Equipment Lease and Contract if such cancellation, termination or surrender would be reasonably likely to materially and adversely affect either the Casino Facilities or any material Additional Business (other than a cancellation or termination caused by the default of the Equipment Lease and Contract lessor/vendor thereunder);

(ii) Cancel, terminate or surrender or consent to any cancellation, termination or surrender, or permit any event to occur which would entitle any lessee to terminate or cancel its Spacelease if such cancellation, termination or surrender would be reasonably likely to materially and adversely affect either the Casino Facilities or any material Additional Business (other than a cancellation or termination caused by the default of the lessee thereunder);

(iii) Amend or modify any of the Equipment Leases and Contracts or the Spaceleases if such amendment or modification would be reasonably likely to materially and adversely affect either the Casino Facilities or any material Additional Business;

(iv) Waive any default under or breach of any Equipment Leases and Contracts or any Spaceleases except for any waiver that will not result in any material adverse affect on either the Casino Facilities or any material Additional Business; or

(v) Unless legally required to do so, give any consent, waiver or approval which would impair the interest of Assignors in any of the Equipment Leases and Contracts or any of the Spaceleases if such consent, waiver or approval would be reasonably likely to materially and adversely affect either the Casino Facilities or any material Additional Business.

(c) Assignors will promptly notify Lender of the occurrence of any default under any of the Equipment Leases and Contracts and/or Spaceleases, which, if left uncured would be reasonably likely to materially and adversely affect either the Casino Facilities or any material Additional Business.

4. Notwithstanding anything to the contrary contained in this Assignment, it is understood and agreed that so long as there shall exist no Event of Default under the Credit Agreement: (i) there is reserved to Assignors a license (which is revocable upon the terms and conditions set forth herein) to retain, use and enjoy the Equipment Leases and Contracts and the Spaceleases and the properties they concern; and (ii) Lender shall refrain from exercising its rights and remedies under Section 1 of this Assignment. Upon the occurrence of an Event of Default as set forth in the Credit Agreement, such license granted to Assignors shall be immediately revoked without further demand or notice and Lender is hereby empowered to enter and take possession of the Real Property and to use, manage and operate the same and to do all acts required or permitted by the Equipment Leases and Contracts and the Spaceleases, and perform such other acts in connection with the use, management and operation of the property, which is the subject of the Equipment Leases and Contracts and the Spaceleases as Lender, in its sole discretion, may deem proper (including, without limitation, such acts as are otherwise authorized under this Assignment). Should the Event of Default which resulted in any such revocation be cured prior to foreclosure, deed-in-lieu of foreclosure, or a similar conveyance under any of the Security Documents, then such license granted to Assignors shall be immediately reinstated without further demand or notice and Lender shall, as soon as reasonably possible, and at the

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expense of Assignors, redeliver to Assignors possession of the Equipment Leases and Contracts, and of the Spaceleases (and shall execute such notices to third parties as Assignors may reasonably request) and the parties hereto shall each be restored to, and be reinstated in, their respective rights and positions hereunder as if the Event of Default had not occurred (without impairment of or limitation on Lender's right to proceed hereunder upon subsequent Events of Default).

5. It is also understood and agreed that so long as there shall exist no Event of Default under the Credit Agreement there is reserved to Assignors a license (which is revocable upon the terms and conditions set forth herein) to collect the Rents and Revenues as they become due, but not prior to accrual. Upon the occurrence of an Event of Default under the Credit Agreement such license granted to Assignors shall be immediately revoked without further demand or notice and Lender is hereby empowered, but shall not be obligated, to: (i) demand payment of the Rents and Revenues from the appropriate party, (ii) give notice that further payments of Rents and Revenues are to be made as directed by Lender, and (iii) settle, compromise, bring suit in respect of Rents and Revenues or otherwise deal with the person owing such Rents and Revenues, either in the name of Assignors or in its own name. If any such Rents and Revenues are collected by Assignors in violation of this Assignment, such Rents and Revenues shall be held in trust for the benefit of Lender. Any such Rents and Revenues which are actually collected by Lender for application to Assignors' obligations under the Credit Agreement (and not held by a receiver or other third party) shall be applied to such obligations in the order set forth by Section 7.03 of the Credit Agreement. No action taken by Lender, or by a receiver, in exercising any of the rights and remedies hereunder shall cause either of them to be characterized as a "Mortgagee-in-Possession". This Assignment is intended to be and is an absolute present assignment from Assignors to Lender and not merely the passing of a security interest. Should the Event of Default which resulted in any such revocation be cured prior to foreclosure, deed-in-lieu of foreclosure, or a similar conveyance under any of the Security Documents, then such license granted to Assignors shall be immediately reinstated without further demand or notice and Lender shall, as soon as reasonably possible, and at the expense of Assignors, execute such notices to third parties as Assignors may reasonably request and the parties hereto shall each be restored to, and be reinstated in, their respective rights and positions hereunder as if the Event of Default had

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not occurred (without impairment of or limitation on Lender's right to proceed hereunder upon subsequent Events of Default).

6. Lender shall not be obligated to perform or discharge any obligation or duty to be performed or discharged by Assignors under the Equipment Leases and Contracts and/or the Spaceleases, or relating to the Rents and Revenues. This Assignment shall not place responsibility for the management, control, care, operation or repair of the Real Property, the Casino Facilities and/or any Additional Business, upon any of the Indemnified Parties (as defined below); nor shall this Assignment cause any of the Indemnified Parties to be responsible or liable for any negligence in the management, control, care, operation or repair of the Real Property, the Casino Facilities and/or any Additional Business which results in loss, injury or death to any tenant, guest, licensee, employee or stranger (provided that this Section 6 shall not act to relieve any Indemnified Party from liability which results from such Indemnified Party's own gross negligence or willful misconduct).

7. Assignors hereby agree to indemnify, protect, defend and save harmless Lender 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 in any way connected with: (i) this Assignment; (ii) any of the Equipment Leases, Contracts or Rents and Revenues; or (iii) the management, control, care, operation or repair of the Real Property, the Casino Facilities and/or any Additional Business. It is provided, however, that Assignors shall not be obligated to indemnify, protect, defend or save harmless an Indemnified Party if, and to the extent, the loss, damage, expense or liability was caused by the gross negligence or intentional misconduct of such Indemnified Party. 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 Assignors, Lender shall promptly notify Assignors in writing, and Assignors shall assume the defense thereof, including the employment of counsel selected by Assignors and reasonably satisfactory to Lender, the payment of all reasonable costs and expenses and the right to negotiate and consent to settlement. Upon reasonable

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determination made by an Indemnified Party that such counsel would have a conflict of interest representing such Indemnified Party and Assignors, the applicable Indemnified Party shall have the right to employ, at the expense of Assignors, separate counsel in any such action and to participate in the defense thereof. Assignors shall not be liable for any settlement of any such action effected without their consent, but if settled with Assignors' consent, or if there be a final judgment for the claimant in any such action, Assignors agree to indemnify, defend and save harmless such Indemnified Parties from and against any loss or liability by reason of such settlement or judgment. In the event that any Person is adjudged by a court of competent jurisdiction not to have been entitled to indemnification under this Section 7, 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 7 are unenforceable for any reason, the Assignors hereby agree to make the maximum contribution to the payment and satisfaction of such obligations that is permissible under applicable law. The provisions of this Section 7 shall survive the termination of this Assignment and repayment of the Credit Facility.

8. Assignors agree that this Assignment and the designation and directions herein set forth are irrevocable. So long as: (i) this Assignment and/or the designation and directions set forth herein are in effect; (ii) any obligation of Assignors under the Credit Facility remains unsatisfied; or (iii) Lender has any obligation, whether contingent or otherwise, to advance any funds under either of the Credit Facility or any of the Loan Documents; Assignors will not make any other assignment, designation or direction inconsistent herewith (except as otherwise permitted in the Credit Agreement), and any such assignment, designation or direction which is inconsistent herewith shall be void. Assignors will, from time to time, execute all instruments of further assurance and all such supplemental instruments as may be reasonably requested by Lender.

9. No action or inaction on the part of Lender shall constitute an assumption on the part of Lender of any obligations or duties under the Equipment Leases and Contracts and/or Spaceleases, or relating to the Rents and Revenues. No action or inaction on the part of Assignors shall adversely affect or limit in any way the rights of Lender under this Assignment or, through this Assignment, under the Equipment Leases and Contracts and/or the Spaceleases, or relating to the Rents and Revenues.

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10. Assignors covenant and represent that they have the full right and title to assign the Equipment Leases and Contracts, Spaceleases and the Rents and Revenues; that, except for Permitted Encumbrances, no other assignments of their interests in the Equipment Leases and Contracts and/or Spaceleases, or of their interests in the Rents and Revenues have been made (other than assignments which are no longer in effect and have been irrevocably terminated); that no notice of termination has been served on it with respect to any Equipment Leases and Contracts or Spaceleases, the termination of which would be reasonably likely to result in a Material Adverse Change; and that there are presently no defaults existing under any of the Equipment Leases and Contracts or the Spaceleases, which defaults would be reasonably likely to result in a Material Adverse Change if left uncured.

11. The full performance of the terms contained in the Credit Agreement and the Note and the due release and termination of the Security Documents shall render this Assignment void. Upon such reconveyance, Lender, at the request and the expense of Assignors, will deliver either an instrument canceling this Assignment or assigning the rights of Lender hereunder, as Assignors shall direct.

12. Assignors and Lender intend that this Assignment shall be a present, absolute and unconditional assignment of the Rents and Revenues, subject to the license granted above, and not merely the passing of a security interest. During the term of this Assignment, none of the Rents and Revenues shall constitute property of Assignors (or any estate of Assignors) within the meaning of 11 U.S.C. § 541 (as it may be amended from time to time).

13. This Assignment applies to and binds the parties hereto and their respective heirs, administrators, executors, successors and assigns. This Assignment may not be modified or terminated orally. The obligations of Assignors hereunder shall be joint and several.

14. All of the rights and remedies of Lender hereunder are cumulative and not exclusive of any other right or remedy which may be provided for hereunder or under any other Loan Document. Nothing contained in this Assignment and no act done or omitted by Lender pursuant to its terms shall be deemed a waiver by Lender of any rights or remedies under the Loan Documents, and this Assignment is made and accepted without prejudice to any rights or remedies possessed by Lender under the terms of the Loan Documents. The right of

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Lender to collect the secured principal, interest, and other Indebtedness under any of the Loan Documents, and to enforce any other security may be exercised by Lender prior to, simultaneous with, or subsequent to any action taken under this Assignment.

15. Upon the occurrence of an Event of Default, Assignors shall be deemed to have appointed and do hereby appoint Lender the attorney-in-fact of Assignors to prepare, sign, file and/or record such documents or instruments, or take such other actions, as may be reasonably necessary to perfect and preserve, against third parties, the interest in the Equipment Leases and Contracts, Spaceleases and Rents and Revenues which is granted to Lender hereunder.

16. This Assignment shall be governed by the internal laws of the State of Nevada, without regard to principles of conflict of law.

17. In the event any one or more of the provisions contained in this Assignment shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

18. This Assignment may be executed in any number of separate counterparts with the same effect as if the signatures hereto and hereby were upon the same instrument. All such counterparts shall together constitute one and the same document.

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

ASSIGNORS:

LENDER:

CARSON VALLEY INN, INC.,
a Nevada corporation

WELLS FARGO BANK, National
Association

By *Patrick A. Mulreany*
Patrick Mulreany,
President and Treasurer

By *Darby Watson*
Darby Watson,
Vice President

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



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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)

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

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)

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

This instrument was acknowledged before me on July 30, 1997, by DARBY WATSON as Vice President of WELLS FARGO BANK, National Association.

~~Notary Public~~

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

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 $26^{\circ}35'00''$ East, 154.05 feet along the Westerly right-of-way line of 8th Street; thence North $79^{\circ}00'00''$ East, 155.23 feet to the POINT OF BEGINNING; thence North $26^{\circ}35'00''$ East, 59.03 feet; thence South $63^{\circ}25'00''$ East, 76.71 feet; thence South $79^{\circ}00'00''$ 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 $28^{\circ}02'03''$ East, a distance of 1,221.56 feet from the section corner common to Sections 29, 30, 31, and 32; thence South $26^{\circ}35'00''$ West, a distance of 187.77 feet; thence North $63^{\circ}25'00''$ West, a distance of 98.23 feet; thence North $16^{\circ}53'00''$ East, a distance of 214.60 feet; thence North $63^{\circ}25'00''$ West, a distance of 86.00 feet; thence South $16^{\circ}53'00''$ West, a distance of 214.60 feet; thence North $63^{\circ}25'00''$ West, a distance of 368.97 feet; thence South $00^{\circ}03'20''$ West, a distance of 139.71 feet to the Northeasterly right-of-way line of U.S. Highway 395; thence North $63^{\circ}25'00''$ West along the Northeasterly right-of-way line of U.S. Highway 395 a distance of 45.20 feet; thence North $05^{\circ}41'00''$ East, a distance of 412.40 feet to the Section line common to Sections 29 and 30; thence North $00^{\circ}03'20''$ 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 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 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 Northeasterly 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 Northeasterly 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°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 TRUE 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 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°20'31" West, 962.14 feet; thence along the highway North 63°25'00" West, 188.00 feet; thence North 05°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
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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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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
\$31⁰⁰ PAID k0 DEPUTY

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