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Prepared by and return to: Sherry D. Olson, P.C.
6320 Amherst Court, Suite 100
Norcross, Georgia 30092

This document is one of six (6) duplicate originals, one original to be filed in each of the following counties in the State of Nevada: Carson City, Clark, Douglas, Elko, Nye and Washoe.

COLLATERAL ASSIGNMENT OF LESSEE'S INTEREST IN LEASE

W This Collateral Assignment of Lessee's Interest in Leases (herein "Assignment") is made as of this 15 day of March, 2000, by LAS-CAL CORPORATION (hereinafter referred to as "Assignor"), in favor of BANK OF AMERICA, N.A., a national banking association organized and existing under the laws of the United States of America (hereinafter referred to as "Assignee").

WITNESSETH:

WHEREAS, Assignee has made certain loans to Assignor in the principal amounts of \$7,400,000.00 and \$1,000,000.00 as evidenced by those certain Promissory Notes dated of even date herewith (the "Note");

WHEREAS, the Note is secured by, among other things:

- (a) that certain Security Agreement dated of even date herewith (the "Security Agreement") encumbering certain personal property used in connection with those certain Taco Bell Restaurants described on Exhibit "B" attached hereto and made a part hereof (the "Restaurants"); and
- (b) those certain UCC-1 Financing Statements to be filed in the public records of Carson City, Churchill, Clark, Douglas, Elko, Nye and Washoe Counties, Nevada; and with the Nevada Secretary of State (the "UCC-1s").

WHEREAS, as additional security for the Note, Assignor has agreed to assign to Assignee its leasehold interests in real property, more particularly described on Exhibit A attached hereto and made a part hereof, upon which the Restaurants are located, pursuant to those certain leases described in Exhibit B attached hereto and made a part hereof (the "Leases"); and

WHEREAS, Assignor desires to assign by this Assignment its interest in the Leases to Assignee.

NOW, THEREFORE, in consideration of the Loan, the Leases and in consideration of the covenants herein contained, and for good and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Collateral Assignment.

(a) Assignor, for itself and its successors and assigns, hereby grants unto Assignee, as collateral security for Assignor's obligations under the Note, a presently effective assignment of and a continuing security interest in and to all of Assignor's right, title and interest in and to the Leases, together with any and all extensions, amendments, modifications and renewals thereof, to have and to hold the same unto Assignee, its successors and assigns, until such time as all of the obligations under the Note shall have been paid and performed in full.

(b) At such time as Assignor shall have paid and performed the obligations under the Note in full, then this Assignment shall become and be void, and Assignee shall, at any time thereafter, at the request and expense of Assignor, reassign the Leases to Assignor or as Assignor shall otherwise direct in writing to Assignee.

(c) This Assignment is intended to be a present and perfected assignment of and a security interest in all of Assignor's right, title and interest in and to the Leases; provided, however, that until the occurrence of an event of default under the Note, Assignor may retain the use and enjoy the benefits of the Leases.

2. Assignor's Representations and Warranties. Assignor hereby represents and warrants that:

(a) Assignor has not sold, assigned, transferred, mortgaged, pledged or otherwise encumbered or subjected to any inconsistent or adverse interest, any of its right, title or interest in and to the Leases;

(b) The Leases remain unmodified (except as noted on Exhibit "B"), in full force and effect, and are valid and enforceable as to Assignor in accordance with its terms;

(c) Assignor has the unqualified right to enter into this Assignment and perform its obligations hereunder; and

(d) Assignor has obtained the written consent of each of the landlords under the Leases to this Assignment, or no consent is required from such landlords.

3. Assignor's Covenants. Assignor hereby covenants and agrees with Assignee that, so long as the obligations under the Note remain unpaid and unsatisfied, Assignor will:

(a) comply with all covenants, provisions, terms and conditions of the Leases (except those being contested in good faith), and defend the Leases against all claims and demands of all persons at any time claiming the same or any interest therein, provided that,

upon and after the occurrence of any event of default under the Note, Assignee shall have the right to commence and prosecute any action or proceeding necessary to prevent any default under the Leases;

(b) comply with all terms and provisions of this Assignment, of all other loan documents, and all other agreements entered into in connection herewith and therewith;

(c) not transfer, sell, assign, encumber or otherwise transfer any of the Leases or any interest therein without prior written consent of Assignee, including any assignment or mortgage thereof or any grant of any security interest therein;

(d) not sublease any premises under the Leases or any portion thereof without prior written consent of Assignee;

(e) not consent to, effect, suffer or permit any surrender, cancellation, termination or abandonment of any of the Leases without prior written consent of Assignee, which consent shall not be unreasonably withheld or delayed;

(f) provide Assignee with prompt notice of any claim of default under the Leases, including, but not limited to, copies of all such notices received by Assignor from the landlords/lessors listed on Exhibit B in connection with the Lease; and

(g) not modify or amend any part of the Leases, without prior written consent of Assignee which consent shall not be unreasonably withheld or delayed.

4. Right of Occupancy.

(a) Prior to the occurrence of an event of default under the Note and Assignee's exercise of its remedies hereunder, but subject to the provisions of this Assignment, Assignor shall be entitled to have and exercise all rights as lessee including, without limitation, the right to use and occupy the premises in accordance with the Leases and shall have any and all rights to sue for past, present, future and threatened defaults of the Lease, all solely for Assignor's account.

(b) Upon the occurrence of an event of default under the Note, Assignor shall, upon the request of Assignee, immediately remove itself from the Restaurant and give possession thereof to Assignee.

5. Miscellaneous.

(a) Any notices or consents required or permitted under this Assignment shall be in writing and shall be given in the manner provided in the Note.

(b) Assignor may not assign its rights or obligations under this Assignment without prior written consent of Assignee.

(c) This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

(d) Assignor shall do, make, execute and deliver any and all such additional and further acts, assignments, deeds, assurances and instruments as Assignee may reasonably request for the purpose of more completely vesting in and assuring Assignee's rights herein and to the Lease.

(e) No change, amendment, modification, assignment of rights or obligations, cancellation or discharge hereof or of any part hereof shall be valid unless Assignee and Assignor shall have consented thereto in writing.

(f) The captions and section headings of this Assignment are for convenience of reference only and shall not in any way define, limit or describe the structure or interpretation of any provisions of this Agreement.

IN WITNESS WHEREOF, and intending to be legally bound thereby, Assignor and Assignee have executed this Assignment or have caused the same to be executed by their respective representatives thereunto duly authorized, as of the date first above written.

ASSIGNOR:

LAS-CAL CORPORATION

By: 

William C. Allmon Jr.
President

[CORPORATE SEAL]

ACKNOWLEDGEMENT ATTACHED

SEAL

CORPORATE ACKNOWLEDGMENT

State of Nevada)
)
County of Clark)

This instrument was acknowledged before me on March 7th 2000, by William C. Allmon Jr.,
President of Las-Cal Corporation, a Nevada corporation, on behalf of said corporation.



BRENDA J. MELVEN
Notary Public - Nevada
My appt. exp. Mar. 10, 2001
No. 93-5144-1

Brenda J. Melven

Notary Public
in and for the State of Nevada

(Seal)

My Commission Expires 3-10-2001

Brenda J. Melven

Print Name of Notary

C O R P O R A T E

0489876

BK0400PG2369

EXHIBIT "A"

That portion of the North Half (N 1/2) of the Southwest Quarter (SW 1/4) of Section 8, Township 23, South, Range 64 East, M.D.M., Boulder City, Nevada, described as follows:

Parcel Three-A (3-A) of Parcel Map in File 44, Page 79, in the Office of the County Recorder of Clark County, Nevada, and recorded October 23, 1984 in Book 2010 as Document No. 1969691, Official Records; and as amended by that Certificate of Amendment recorded December 14, 1984 in Book 2036 as Document No. 1995133, Official Records.

LAS CAL UNIT NO.: 1
1600 Nevada Hwy
Boulder City, Nevada 89005
Clark County

0489876
BK0400PG2370

EXHIBIT "A"
LEGAL DESCRIPTION

THAT PORTION OF THE EAST HALF (E 1/2) OF SECTION 36, TOWNSHIP 22 SOUTH, RANGE 61 EAST, M.D.M., CITY OF HENDERSON, CLARK COUNTY, NEVADA DESCRIBED AS FOLLOWS:

THAT PORTION OF THE COMMERCIAL SUBDIVISION MAP, FILED IN BOOK 85 OF PLATS, PAGE 79, OFFICIAL RECORDS OF CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 36, SAID POINT BEING THE CENTERLINE OF EASTERN AVENUE; THENCE NORTHERLY ALONG SAID CENTERLINE, NORTH $00^{\circ}58'54''$ WEST, 60.62 FEET; THENCE DEPARTING SAID CENTERLINE, SOUTH $89^{\circ}01'06''$ WEST, 54.96 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF EASTERN AVENUE AND THE POINT OF BEGINNING OF THE PARCEL OF LAND TO BE DESCRIBED HEREIN;

THENCE FROM SAID POINT OF BEGINNING ALONG SAID WESTERLY RIGHT-OF-WAY LINE, SOUTH $01^{\circ}20'11''$ EAST, 138.56 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, NORTH $89^{\circ}53'36''$ WEST, 272.53 FEET; THENCE NORTH $00^{\circ}06'24''$ EAST, 138.52 FEET; THENCE SOUTH $89^{\circ}53'36''$ EAST, 269.04 FEET TO THE POINT OF BEGINNING.

PAD-D OF MARYLAND & EASTERN CENTER (A COMMERCIAL SUBDIVISION) FILED IN BOOK 85 OF PLATS, PAGE 79, OFFICIAL RECORDS OF CLARK COUNTY, NEVADA.

LAS CAL UNIT NO.: 4
11051 S Eastern x Maryland
Henderson, Nevada 89012
Clark County

0489876

BK0400PG237J

EXHIBIT "A"

The land referred to is situated in the State of Nevada, County of Clark, in the unincorporated area, and is described as follows:

PARCEL ONE (1):

Being a portion of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of Section 24, Township 21 South, Range 60 East, M.D.B.&M., Clark County, Nevada, described as follows:

COMMENCING at the Southwest corner of said Section also being the centerline intersection of Jones Boulevard and Tropicana Avenue;
THENCE North 85°49'04" East, along the South section line of said Section 712.79 feet;
THENCE North 04°10'56" West, 50.00 feet to the POINT OF BEGINNING and the North right of way (50 foot 1/2 width) of Tropicana Avenue;
THENCE South 85°49'04" West, a distance of 158.00 feet;
THENCE North 04°10'56" West, a distance of 245.00 feet;
THENCE North 85°49'04" East, a distance of 158.00 feet;
THENCE South 04°10'56" East, a distance of 245.00 feet to the POINT OF BEGINNING.

FURTHER DESCRIBED AS:

Lot Three (3) of that certain Record of Survey filed in File 92, Page 82 of Surveys.

PARCEL TWO (2):

A non-exclusive easement appurtenant to both Parcels 1 and 2 above, for public utilities over Lot "A" as shown on Trop and Jones Commercial Center, as shown by map thereof on file in Book 82 of Plats, Page 34, in the Office of the County Recorder of Clark County, Nevada.

LAS CAL UNIT NO.: 5

2831 Las Vegas Blvd. N. x Pecos

N. Las Vegas, Nevada 89030

Clark County

0489876

BK0400PG2372

EXHIBIT "A"

DESCRIPTION

ALL THAT REAL PROPERTY SITUATED IN THE COUNTY OF CLARK, STATE OF NEVADA, BOUNDED AND DESCRIBED AS FOLLOWS:

THAT PORTION OF DURANGO SPRINGS PLAZA AS SHOWN BY MAP THEREOF ON FILE IN BOOK 82 OF PLATS, PAGE 85, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LYING WITHIN THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 17, TOWNSHIP 21 SOUTH, RANGE 60 EAST, M.D.M., COUNTY OF CLARK, STATE OF NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SECTION CORNER COMMON TO SECTIONS 8, 9, 16 AND 17 OF SAID TOWNSHIP 21 SOUTH, RANGE 60 EAST, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 82, PAGE 85 OF PLATS, IN THE CLARK COUNTY, NEVADA, RECORDER'S OFFICE;

THENCE SOUTH $00^{\circ}08'18''$ WEST, ALONG THE SECTION LINE COMMON TO SAID SECTIONS 16 AND 17 AND THE CENTERLINE OF DURANGO DRIVE, A DISTANCE OF 1333.41 FEET TO THE NORTH SIXTEENTH (N 1/16) CORNER ON SAID COMMON LINE AND CENTERLINE;

THENCE CONTINUING SOUTH $00^{\circ}08'18''$ WEST, ALONG SAID COMMON LINE AND CENTERLINE, A DISTANCE OF 534.78 FEET;

THENCE NORTH $89^{\circ}25'18''$ WEST, A DISTANCE OF 52.90 FEET, TO THE WESTERLY RIGHT OF WAY LINE OF SAID DURANGO DRIVE, SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE NORTH $89^{\circ}25'18''$ WEST, A DISTANCE OF 171.61 FEET;

THENCE NORTH $00^{\circ}08'18''$ EAST, A DISTANCE OF 148.65 FEET;

THENCE SOUTH $89^{\circ}51'42''$ EAST, A DISTANCE OF 168.50 FEET TO SAID WESTERLY RIGHT OF WAY LINE;

THENCE SOUTH $00^{\circ}08'18''$ WEST, A DISTANCE OF 8.67 FEET TO AN ANGLE POINT IN SAID WESTERLY RIGHT OF WAY LINE;

THENCE SOUTH $01^{\circ}07'19''$ EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 141.33 FEET TO THE POINT OF BEGINNING.

LAS CAL UNIT NO.: 6

3595 S. Durango x Spr Mtn

Las Vegas, Nevada 89117

Clark County

0489876

BK0400PG2373

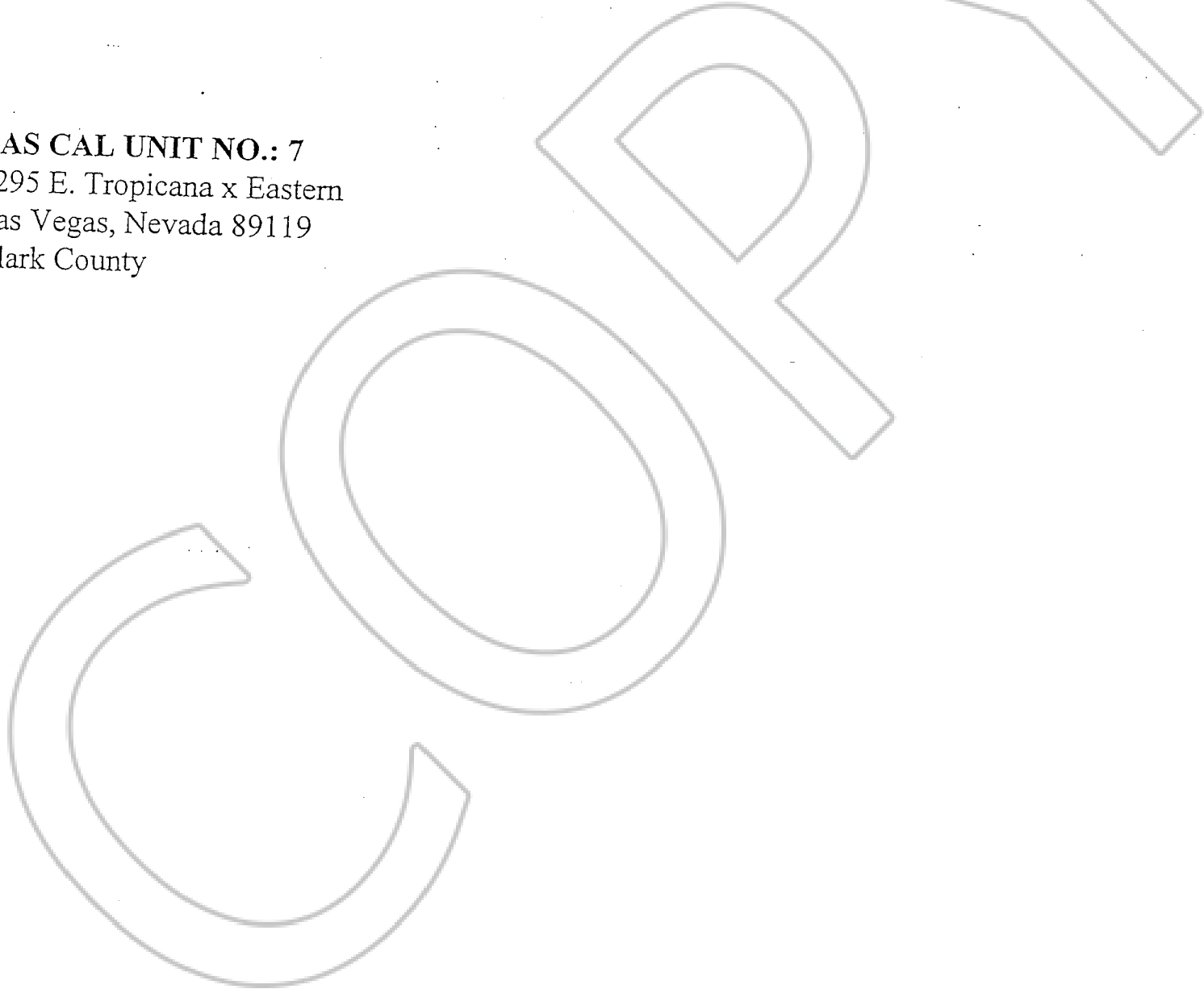
EXHIBIT A

That portion of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of Section 26, Township 21 South, Range 61 East, M. D. B. & M., described as follows:

Lot One (1) of that certain Parcel Map on file in File 35, Page 32 in the Office of the County Recorder, Clark County, Nevada and recorded August 3, 1981 in Book 1443 of Official Records as Document No. 1402215.

EXCEPTING AND RESERVING, to the United States all oil, gas and other mineral deposits in the land so patented, together with the right to prospect for, mine and remove the same according to the provisions of said Act of June 1, 1938.

LAS CAL UNIT NO.: 7
2295 E. Tropicana x Eastern
Las Vegas, Nevada 89119
Clark County



0489876

BK0400PG2374

EXHIBIT "A"

THAT PORTION OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 12, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 12;
THENCE SOUTH $01^{\circ}33'41''$ EAST ALONG THE WEST LINE THEREOF A DISTANCE OF 300.24 FEET TO A POINT;
THENCE SOUTH $89^{\circ}16'41''$ EAST A DISTANCE OF 435.34 FEET TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUING SOUTH $89^{\circ}16'41''$ EAST A DISTANCE OF 121.88 FEET;
THENCE NORTH $01^{\circ}33'41''$ WEST A DISTANCE OF 234.95 FEET TO A POINT ON THE SOUTH LINE OF SAHARA AVENUE, ALSO BEING A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 1,930.00 FEET, AND A CENTRAL ANGLE OF $3^{\circ}36'58''$, A RADIAL LINE TO SAID POINT BEARS SOUTH $0^{\circ}11'03''$ EAST;
THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 121.81 FEET TO A POINT;
THENCE SOUTH $01^{\circ}33'41''$ EAST, A DISTANCE OF 229.18 FEET TO THE TRUE POINT OF BEGINNING.

ALSO DESCRIBED AS BEING LOT ONE (1) OF THAT CERTAIN PARCEL MAP RECORDED AS DOCUMENT NO. 439677 ON FILE IN FILE 4 OF PARCEL MAPS, PAGE 42, CLARK COUNTY, NEVADA RECORDS.

LAS CAL UNIT NO.: 10
3401 W. Sahara x Valley View
Las Vegas, Nevada 89102
Clark County

0489876

BK0400PG2375

EXHIBIT "A"

Parcel A

Parcel Four (4) as shown on that certain map of THE MISSION CENTER filed in the Office of the County Recorder of Clark on June 17, 1977 in Book 20 of plats, page 21.

Parcel B

The easements set forth in that certain Declaration of Restrictions and Grant of Easements dated June 16, 1977 and recorded in the Official Records of Clark County on June 17, 1977 as Instrument No. 711554, which affect the real property described as follows;

Parcels One (1) thru Eleven (11) as shown on that certain map of THE MISSION CENTER filed in the Office of the County Recorder of the County of Clark on June 17, 1977 in Book 20 of plats, page 21.

Parcel C

The easements set forth in that certain Cross-Easement Agreement dated June 16, 1977 and recorded in said Official Records on June 17, 1977 as Instrument No. 711555, which affects the real property described as follows;

A portion of the Southwest Quarter (SW 1/4) of Section 14, Township 21 South, Range 61 East, M.D.M., Clark County, Nevada, more particularly described as follows:

The Southerly 325.00 feet of the West 275.00 feet of the said Section 14, and further described as follows;

BEGINNING at the Southwest corner of said Section 14; thence North 02 49'53" East along the West line of said Section 14, a distance of 325.52 feet; thence North 89 35'14" East along a line parallel to and 325.00 feet North of the South line of said Section 14 a distance of 275.44 feet; thence South 02 49'53" West on a line parallel to and 275.00 feet East of the said West line of Section 14 a distance of 325.52 feet to the said South line of Section 14; thence South 89 35'14" West along said South line of Section 14, 275.44 feet to the POINT OF BEGINNING.

LAS CAL UNIT NO.: 12

4030 S. Maryland Pkwy x Flamingo

Las Vegas, Nevada 89119

Clark County

0489876

BK0400PG2376

EXHIBIT "A"

All that certain property being situate in the NE 1/4 of Section 10, T19N, R19E, M.D.M. in the City of Reno, Washoe County, Nevada, being more particularly described as follows:

Commencing at the east quarter corner of said Section 10, as shown on Parcel Map No. 2003, filed July 25, 1986 as document number 1087752, official records Washoe County, Nevada; thence N 0-00-00 W, 156.22 feet to the POINT OF BEGINNING; thence S 76-12-00 W, 167.83 feet to a chiseled "X" in a concrete curb; thence N 35-38-00 E, 214.30 feet to a 5/8" rebar; thence S 54-22-00 E, 46.92 feet; thence S 0-00-00 E, 106.81 feet to the point of beginning, containing 13,731 square feet, more or less.

LAS CAL UNIT NO.: 13

430 Keystone Avenue
Reno, Nevada 89503
Washoe County

0489876

BK0400PG2377

THE PREMISES

Situate in the County of Clark, State of Nevada:

That portion of the Southeast Quarter (SE 1/4) of Section 7, Township 22 South, Range 63 East, M.D.B. & M., described as follows:

Commencing at the Southeast corner of said Section 7; thence North 88°22'01" West a distance of 1049.26 feet to the most Southerly corner of Manganese Park Subdivision as delineated by Map thereof on File in Book 3, Page 54 of Subdivision Plats, Official Records, Clark County, Nevada; thence North 42°24'05" West a distance of 1081.92 feet along the boundary line of Manganese Park Subdivision to a point; thence South 47°35'55" West a distance of 800.00 feet to a point in the Northeasterly right-of-way line of Boulder Highway (U.S. Highways Nos. 93, 95, 466); thence North 42°24'05" West along said Northeasterly right-of-way line a distance of 260.00 feet to the TRUE POINT OF BEGINNING; thence continuing North 42°24'05" West along said Northeasterly right-of-way line a distance of 115.00 feet; thence North 47°35'55" East a distance of 140.00 feet; thence South 42°24'05" East a distance of 115.00 feet; thence South 47°24'05" West a distance of 140.00 feet to the TRUE POINT OF BEGINNING.

Also described as That portion of the South Half (S½) of the Southeast Quarter (SE¼) of Section 7, Township 22 South, Range 63 East, M.D.B. & M., described as follows: Parcel Two (2) as shown by map thereof on file in File 20 of Parcel Maps, page 42, in the Office of the County Recorder of Clark County, Nevada.

LAS CAL UNIT NO.: 14
340 Boulder Hwy x Lake Mead
Henderson, Nevada 89015
Clark County

0489876

BK0400PG2378

EXHIBIT "A"

Situate in the County of Clark, State of Nevada and further described as follows: BEING that portion of Government Lot Four in Section 6, Township 21 South, Range 61 East, M.D.B. & M., described as follows:

COMMENCING at the Northwest Corner of said Section 6; thence South $89^{\circ}30'42''$ East along the North line of said Lot Four a distance of 599.90 feet to the Southeast Corner of Section 36, Township 20 South, Range 60 East, M.D.B. & M.; thence South $89^{\circ}34'09''$ East continuing along the North line of said Lot Four a distance of 40.00 feet to a point; thence South $0^{\circ}15'05''$ West a distance of 50.00 feet to the true point of beginning of the herein described parcel of land; thence continuing South $0^{\circ}15'05''$ West a distance of 138.13 feet to a point, thence from a tangent whose bearing is the last described course turning to the right along a curve having a radius of 960.00 feet and subtending a central angle of $0^{\circ}42'32''$ an arc length of 11.88 feet to a point; thence South $89^{\circ}34'09''$ East a distance of 149.60 feet to a point; thence North $0^{\circ}25'51''$ East a distance of 150.00 feet to a point; thence North $89^{\circ}34'09''$ West parallel to and 50 feet South of the North line of said Lot Four a distance of 150.00 feet to the true point of beginning.

LAS CAL UNIT NO.: 16
4717 W. Charleston x Decatur
Las Vegas, Nevada 89107
Clark County

0489876

BK0400PG2379

EXHIBIT "A"

All that certain real property situate in the County of Washoe, State of Nevada; being known as 601 East Moana, City of Reno, Nevada, being part of Pioneer Plaza shopping center.

LAS CAL UNIT NO.: 17

601 E. Moana x Kietzke

Reno, Nevada 89502

Washoe County

COPY

0489876

BK0400PG2380

EXHIBIT "A"

ALL THAT REAL PROPERTY SITUATE IN THE COUNTY OF CLARK, STATE OF NEVADA, BOUNDED AND DESCRIBED AS FOLLOWS:

A PORTION OF LOT ONE (1) IN BLOCK ONE (1) OF LAGUNA COVE, A COMMERCIAL SUBDIVISION, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 25 OF PLATS, PAGE 62, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 12, TOWNSHIP 21 SOUTH, RANGE 61 EAST M.D.B. & M., CLARK COUNTY, NEVADA.
THENCE NORTH $00^{\circ}28'23''$ WEST A DISTANCE OF 208.01 FEET TO A POINT;
THENCE NORTH $89^{\circ}30'00''$ WEST A DISTANCE OF 50.01 FEET TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUING NORTH $89^{\circ}30'00''$ WEST A DISTANCE OF 158.00 FEET TO A POINT;
THENCE SOUTH $00^{\circ}28'23''$ EAST A DISTANCE OF 158.00 FEET TO A POINT;
THENCE SOUTH $89^{\circ}30'00''$ EAST A DISTANCE OF 132.57 FEET TO A POINT;
THENCE ALONG A CURVE TO THE NORTHWEST, HAVING A RADIUS OF 25.00 FEET, A DELTA ANGLE OF $90^{\circ}58'23''$ AND AN ARC LENGTH OF 39.69 FEET TO A POINT;
THENCE NORTH $00^{\circ}28'23''$ WEST A DISTANCE OF 132.57 FEET TO THE TRUE POINT OF BEGINNING.

LAS CAL UNIT NO.: 19
2970 E. Desert Inn x Pecos
Las Vegas, Nevada 89121
Clark County

0489876
BK0400PG2381

EXHIBIT "A"

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

Parcel 1 of Parcel Map 2093 filed in the office of the County Recorder of Carson City County on February 27, 1995 as File NO. 172579 of Official Records.

LAS CAL UNIT NO.: 24

3117 Highway 50 East x Airport Road

Carson City, Nevada 89702

Carson City County

COPY

0489876

BK0400PG2382

EXHIBIT "A"

Legal Description

A portion of Parcel C of that certain parcel map of Winkel Property, Parcel Map No. 663, recorded July 19, 1978, File No. 80910, as recorded in the Official Records of Carson City, Nevada, and situate in the Northwest 1/4 of Section 8, Township 15 North, Range 20 East, M. D. B. & M. described as follows:

BEGINNING at the Northwest corner of Parcel C as shown on said Parcel Map No. 663, thence North $89^{\circ}48'40''$ East, 155.61 feet; thence South $25^{\circ}13'03''$ East, 141.85 feet, thence South $89^{\circ}48'40''$ West, 155.61 feet to the Easterly line of Highway U. S. 395; thence along said Easterly line North $25^{\circ}13'03''$ West, 141.85 feet to the place of beginning.

LAS CAL UNIT NO.: 25
2495 N. Carson
Carson City, Nevada 89701
Carson City County

0489876

BK0400PG2383

EXHIBIT "A"

That certain Taco Bell Unit located in the food court of the Hacienda Hotel and Casino;
located on US Highway 93, Boulder City, Clark County, Nevada.

LAS CAL UNIT NO.: 27

Hacienda Casino

Boulder City, Nevada 89005

Clark County

COPY

0489876

BK0400PG2384

EXHIBIT A

LEGAL DESCRIPTION

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

Parcel 4 as shown on that certain Amended Parcel Map for CENTURY FINANCIAL SERVICES, INC. filed in the office of the County Recorder of Elko County, State of Nevada, on October 16, 1995, as File No. 374860, being a portion of N1/2 of Section 16, TOWNSHIP 34 NORTH, RANGE 55 EAST, M.D.B.&M..

EXCEPTING THEREFROM and reserving to the City of Elko, its successors and assigns, all of the following existing at depths greater than five hundred (500) feet from the surface: all minerals, including but not being limited to, all metaliferous and non-metaliferous minerals, oil, gas, coal and other hydrocarbons; and all sands, gravels and building stones; and all geothermal resources, and rights thereto, including but not being limited to, all hot waters, steams and brines and by-products obtained from depths greater than five hundred (500) feet from the surface, as reserved in deed from the City of Elko dated October 22, 1976, recorded October 26, 1976, in Book 237, Page 675, Official Records, Elko County, Nevada.

LAS CAL UNIT NO.: 28

1750 Mountain City Hwy

Elko, Nevada 89801

Elko County

0489876

BK0400PG2385

EXHIBIT "A"

Beginning at the intersection of the East Line of U.S. Highway No. 91, as established by conveyance to the State of Nevada by Deed recorded March 15, 1951, as Document No. 366001, Official Records (100 feet wide) with the North Line of said South Half (S 1/2) of the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of Section 9;

Thence South 88° 42' 04" East along the last mentioned North Line a distance of 263.68 feet to a point being the Northwest corner of the said South Half (SW 1/2) of the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of Section 9;

Thence South 88° 58' 02" East along the North Line of the South Half (S 1/2) of the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of said Section 9 a distance of 165.00 feet to a point; thence South 1° 46' 27" East a distance of 220.43 feet a point; thence North 89° 07' 12" West a distance of 552.86 feet to a point in the aforementioned East Line of U.S. Highway No. 91;

Thence North 28° 00' 00" East along the last mentioned East Line a distance of 250.00 feet to the point of beginning.

Except the interest in and to a Southwesterly portion of said tract within Desert Inn Road as conveyed to the County of Clark by Deed recorded December 1, 1960, as Document No. 219614, Official Records.

Except the parcel of the foregoing described real property conveyed to Clark County in the eminent domain action entitled "Clark County, etc., Plaintiff, vs. Gold Key Associates Limited Partnership, et. al., Defendants" in The District Court, Clark County, Nevada, Case No. A320716, Dept. IX, Docket No. W.

LAS CAL UNIT NO.: 29

3055 Las Vegas Blvd So. x DL

Las Vegas, Nevada 89109

Clark County

0489876

BK0400PG2386

EXHIBIT "A"

All that certain real property situate in the County of Washoe, State of Nevada, described as follows:

Parcel 2 of PARCEL MAP NO. 2544, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on August 29, 1991, as File No. 1504842.

LAS CAL UNIT NO.: 30
5165 Mae Anne Avenue
Reno, Nevada 89523
Washoe County

0489876

BK0400PG2387

EXHIBIT "A"

ALL THAT REAL PROPERTY SITUATED IN THE COUNTY OF CLARK, STATE OF NEVADA, BOUNDED AND DESCRIBED AS FOLLOWS:

PARCEL I:

A PORTION OF PECOS-WINDMILL PLAZA, A COMMERCIAL SUBDIVISION, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 55 OF PLATS, PAGE 31, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

BEING A PORTION OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 13, TOWNSHIP 22 SOUTH, RANGE 61 EAST, M.D.M., CITY OF HENDERSON, CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER (NE COR.) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 13, SAID POINT ALSO BEING THE CENTERLINE INTERSECTION OF WINDMILL PARKWAY (50.00 FEET TO CENTERLINE) AND PECOS ROAD (50.00 FEET TO CENTERLINE); THENCE ALONG THE CENTERLINE OF SAID PECOS ROAD, SOUTH 00°44'39" EAST, 230.13 FEET TO A POINT ON SAID CENTERLINE; THENCE DEPARTING SAID CENTERLINE, SOUTH 89°15'21" WEST, 50.00 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF SAID PECOS ROAD, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE SOUTH 89°06'35" WEST, 180.00 FEET; THENCE NORTH 00°53'25" WEST, 180.00 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF THE AFOREMENTIONED WINDMILL PARKWAY; THENCE ALONG SAID RIGHT OF WAY LINE, NORTH 89°06'35" EAST, 126.32 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 54.00 FEET, THROUGH A CENTRAL ANGLE OF 90°08'46", AN ARC DISTANCE OF 84.96 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF THE AFOREMENTIONED PECOS ROAD; THENCE ALONG SAID RIGHT OF WAY LINE, SOUTH 00°44'39" EAST, 125.86 FEET TO THE POINT OF BEGINNING.

PARCEL II:

NON-EXCLUSIVE EASEMENTS WITHIN PECOS-WINDMILL PLAZA, A COMMERCIAL SUBDIVISION, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 55 OF PLATS, PAGE 31, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA, FOR THE PURPOSES SET FORTH AND AS CREATED BY DECLARATION OF ESTABLISHMENT OF PROTECTIVE COVENANTS, CONDITIONS, AND RESTRICTIONS AND GRANTS OF EASEMENTS RECORDED JANUARY 27, 1993, IN BOOK 930127 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA RECORDS, AS DOCUMENT NO. 01525.

LAS CAL UNIT NO.: 31

199 N. Pecos x Windmill
Henderson, Nevada 89014
Clark County

0489876

BK0400PG2388

Exhibit "A"

The Premises

THAT PORTION OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 15, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.B. & M., ACCORDING TO THE OFFICIAL PLAT OF SAID LAND ON FILE IN THE OFFICE OF THE BUREAU OF LAND MANAGEMENT, CLARK COUNTY, NEVADA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL TWO (2), AS SHOWN BY MAP THEREOF ON FILE IN FILE 61, OF PARCEL MAPS, PAGE 82, IN THE OFFICE OF THE COUNTY RECORDER OF SAID CLARK COUNTY, NEVADA.

LAS CAL UNIT NO.: 32
4441 N. Rancho x Craig
Las Vegas, Nevada 89130
Clark County

0489876

BK0400PG2389

EXHIBIT "A"

DESCRIPTION: THE LAND REFERRED TO HEREIN IS SITUATED IN THE COUNTY OF CLARK, STATE OF NEVADA AND IS DESCRIBED AS FOLLOWS:

That portion of the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of Section 23, Township 20 South, Range 60 East, M.D.B.&M., described as follows:

Lot Three (3) as shown by map thereof in File 60 of Parcel Maps, Page 97 in the Office of the County Recorder, Clark County, Nevada.

EXCEPTING THEREFROM the Easterly Fifteen (15) feet thereof.

LAS CAL UNIT NO.: 34
6200 W. Lake Mead x Jones
Las Vegas, Nevada 89108
Clark County

COPY

0489876

BK0400PG2390

EXHIBIT "A"
LEGAL DESCRIPTION

(1) A PORTION OF LOT ONE (1) IN BLOCK ONE (1) OF SUMMERGATE COMMERCIAL SUBDIVISION, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 77 OF PLATS, PAGE 20, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA AND BEING DESCRIBED AS FOLLOWS:

A PARCEL OF LAND SITUATED IN THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER (E 1/4 COR) OF SAID SECTION 21; THENCE SOUTH $87^{\circ}45'36''$ WEST, ALONG THE CENTERLINE OF LAKE MEAD BOULEVARD, 25.00 FEET TO THE INTERSECTION OF THE CENTERLINES OF LAKE MEAD BOULEVARD AND BUFFALO DRIVE; THENCE NORTH $02^{\circ}14'24''$ WEST, ALONG THE CENTERLINE OF BUFFALO DRIVE, 323.10 FEET; THENCE DEPARTING SAID CENTERLINE SOUTH $87^{\circ}45'36''$ WEST, 62.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF BUFFALO DRIVE, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING SOUTH $87^{\circ}45'36''$ WEST, 233.27 FEET; THENCE NORTH $14^{\circ}08'23''$ EAST, 152.16 FEET; THENCE NORTH $87^{\circ}45'36''$ EAST, 202.36 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF BUFFALO DRIVE; THENCE SOUTH $02^{\circ}14'24''$ EAST, ALONG SAID RIGHT-OF-WAY LINE, 7.69 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 294.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF $11^{\circ}28'42''$, AN ARC DISTANCE OF 58.90 FEET TO A POINT OF REVERSE CURVATURE OF A TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 306.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF $11^{\circ}28'42''$, AN ARC DISTANCE OF 61.30 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH $02^{\circ}14'24''$ EAST, 18.90 FEET, TO THE POINT OF BEGINNING.

SAID LAND BEING FURTHER DEPICTED AS LOT TWO (2) ON THAT RECORD OF SURVEY RECORDED JANUARY 7, 1997 IN FILE 86, PAGE 88 OF SURVEYS.

LAS CAL UNIT NO.: 35
2025 Buffalo Dr. x Lake Mead
Las Vegas, Nevada 89128
Clark County

0489876

BK0400PG2391

EXHIBIT "A"

LEGAL DESCRIPTION OF CENTER

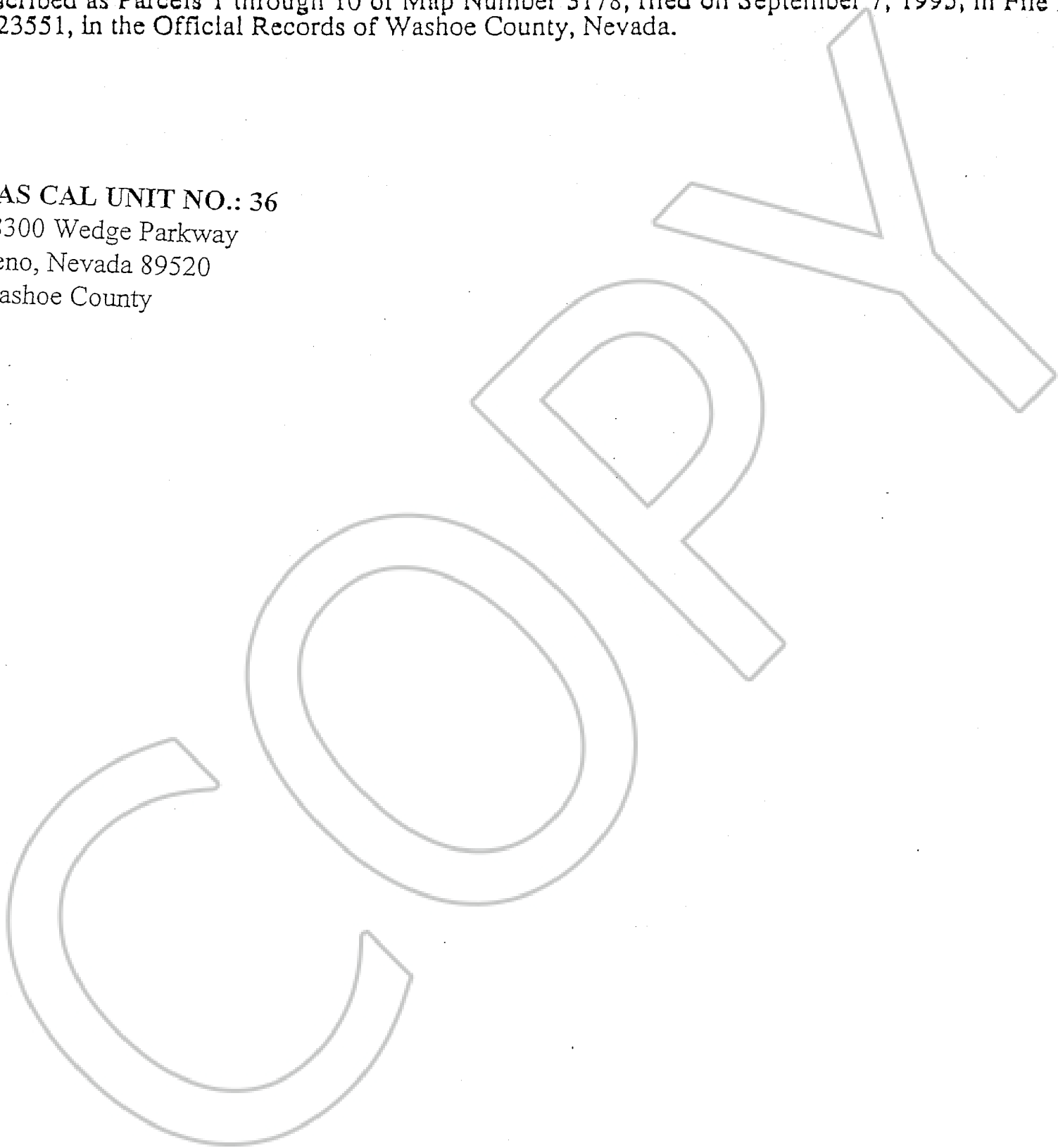
That certain real property in the County of Washoe, State of Nevada, more particularly described as Parcels 1 through 10 of Map Number 3178, filed on September 7, 1995, in File No. 1923551, in the Official Records of Washoe County, Nevada.

LAS CAL UNIT NO.: 36

18300 Wedge Parkway

Reno, Nevada 89520

Washoe County



0489876

BK0400PG2392

EXHIBIT "A"

All that certain Real Property situate in the County of Douglas, State of Nevada and more particularly described as follows:

A parcel of land located within a portion of the Northwest 1/4 of the Northeast 1/4 (NW 1/4 NE 1/4) of Section 4, Township 12 North, Range 20 East, Mount Diablo Meridian, Douglas County, Nevada, described as follows:

Commencing at centerline Station "A" 370+44.51 of U.S. Highway 395 per found Nevada Department of Transportation Highway right-of-way Brass Cap Monuments; thence along said centerline South 51°04'00" East, per Document No. 28058, 1403.69 feet; thence North 38°56'00" East, a right angle to the preceding course a distance of 40.00 feet to a point on the Northeasterly right-of-way line of U.S. 395, said point further described as the Southwesterly most corner of the property conveyed to Wayne C. Matley et ux recorded May 19, 1971 in Book 87 of Official Records at Page 109 in Douglas County, Nevada; thence along said right-of-way line South 51°04'00" East, 216.85 feet to THE POINT OF BEGINNING; thence North 38°54'53" East, 190.00 feet; thence South 51°04'00" East, 188.62 feet to the Northwesterly right-of-way line of Waterloo Lane; thence along said right-of-way line South 44°54'36" West, 168.52 feet; thence along the arc of a curve to the right having a radius of 25.00 feet, a central angle of 84°01'24" and an arc length of 36.66 feet to a point on the Northwesterly right-of-way line of U.S. Highway 395; thence along said right-of-way line North 51°04'00" West, 146.15 feet to THE POINT OF BEGINNING.

Reference is hereby made to that certain Record of Survey for Smith's Food and Drug Centers, Inc., filed for record in the Douglas County Recorder's Office on September 1, 1994 in Book 994, Page 109 as Document No. 345326, Official Records.

LAS CAL UNIT NO.: 37
1331 Hwy 395
Gardnerville, Nevada 89410
Douglas County

0489876

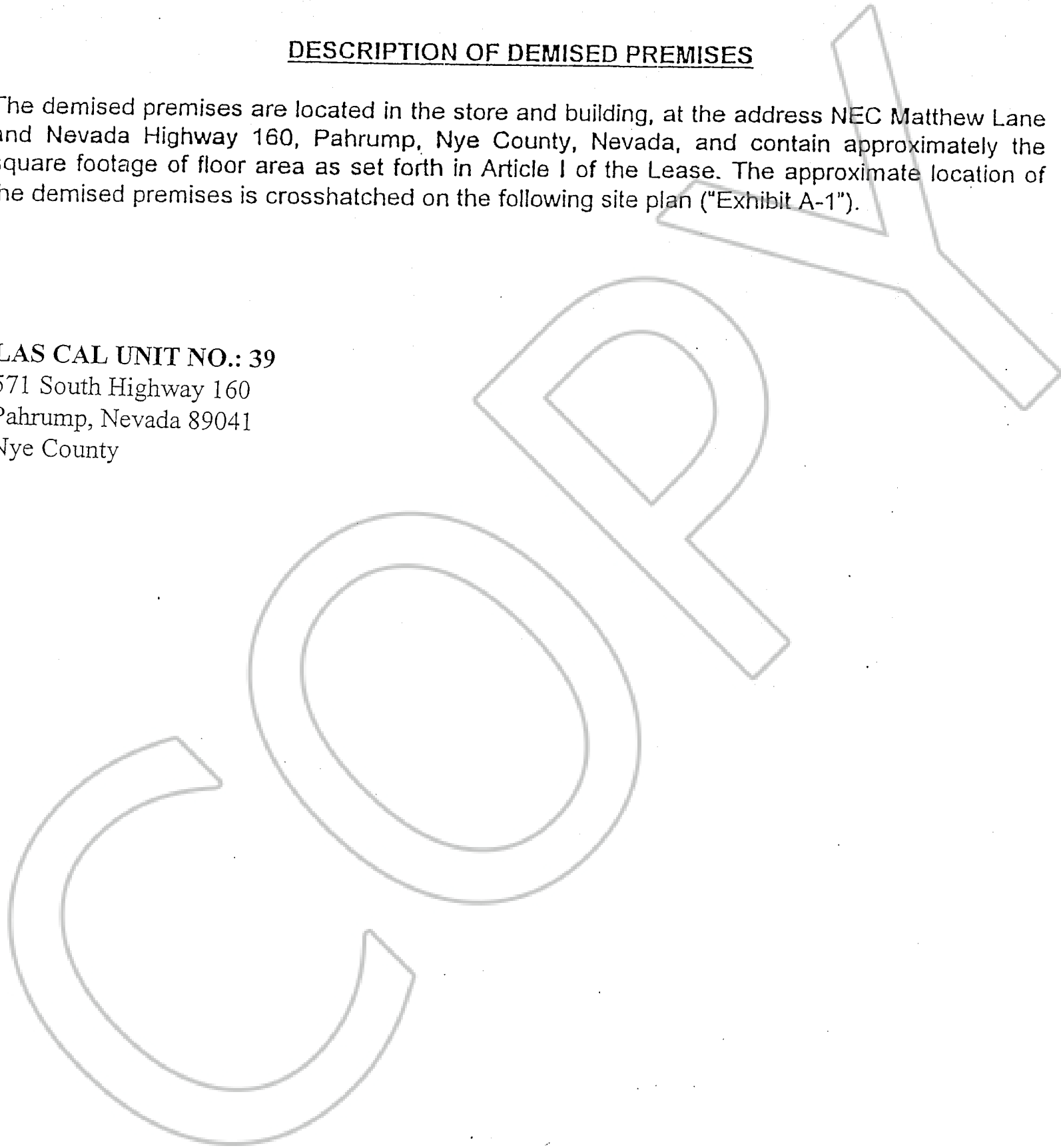
BK0400PG2393

EXHIBIT "A"

DESCRIPTION OF DEMISED PREMISES

The demised premises are located in the store and building, at the address NEC Matthew Lane and Nevada Highway 160, Pahrump, Nye County, Nevada, and contain approximately the square footage of floor area as set forth in Article I of the Lease. The approximate location of the demised premises is crosshatched on the following site plan ("Exhibit A-1").

LAS CAL UNIT NO.: 39
571 South Highway 160
Pahrump, Nevada 89041
Nye County



0489876

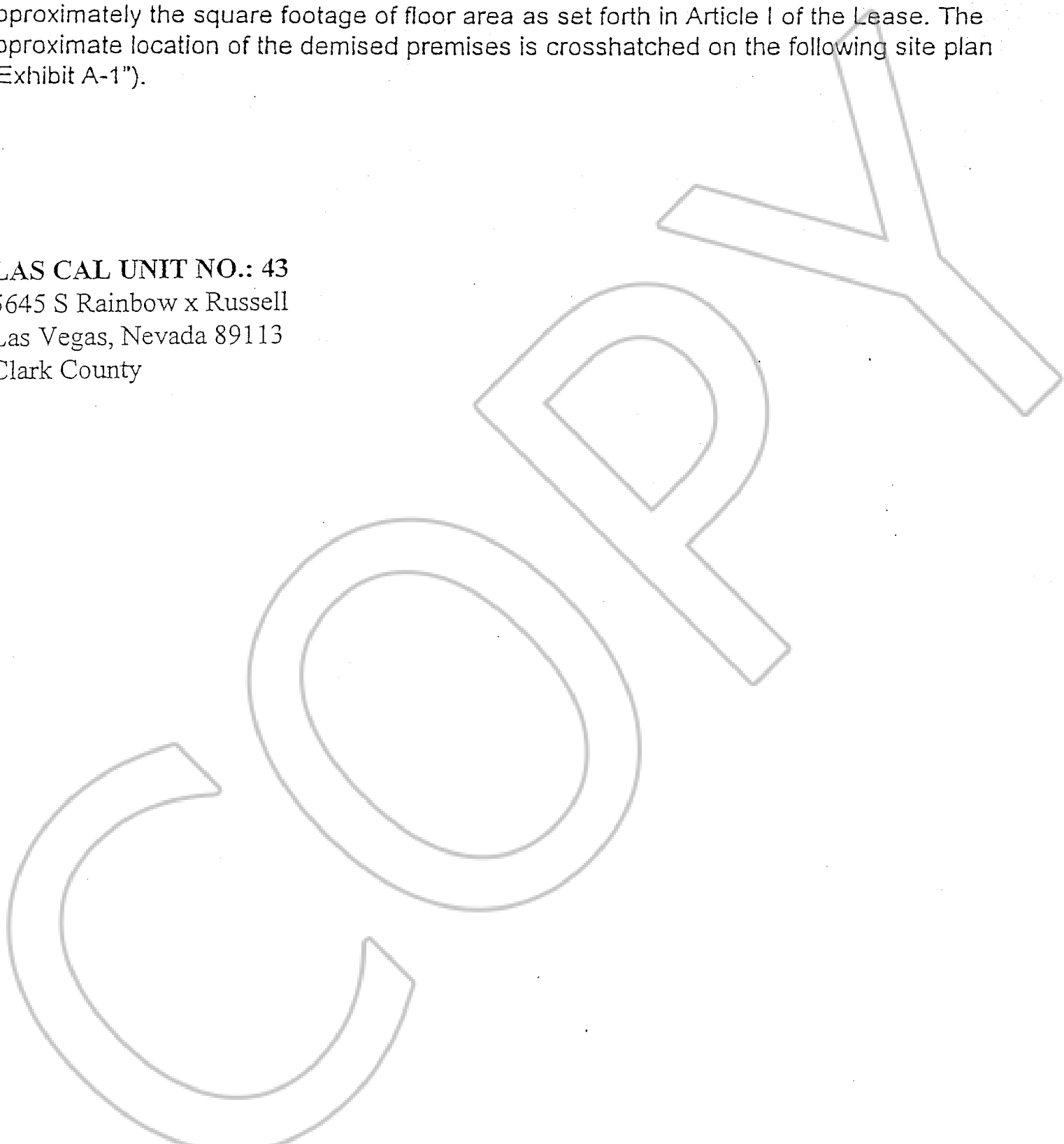
BK0400PG2394

EXHIBIT A

DESCRIPTION OF DEMISED PREMISES

The demised premises are located in the store and building, at the address RAINBOW BOULEVARD AND RUSSELL ROAD, Las Vegas, Clark County, Nevada, and contain approximately the square footage of floor area as set forth in Article I of the Lease. The approximate location of the demised premises is crosshatched on the following site plan ("Exhibit A-1").

LAS CAL UNIT NO.: 43
5645 S Rainbow x Russell
Las Vegas, Nevada 89113
Clark County



0489876

BK0400PG2395

EXHIBIT "A" (continued)
LEGAL DESCRIPTION

PARCEL II:

Being a portion of that certain Commercial Subdivision known as "Sierra Town Center" on file in the Office of the Clark County Recorder in Book 80 of Plats, at Page 58, Clark County, Nevada, more particularly described as follows:

Commencing at the Southeast corner of the Northeast Quarter (NE 1/4) of said Section 5, coincident with the centerline intersection of Craig Road and Clayton Street; Thence North 87|52'26" West, along the South line of said Southeast Quarter (SE 1/4) and centerline of said Craig Road, 611.04 feet; Thence North 02|07'34" East, departing said South line and centerline of said Craig Road 60.00 feet to the Northerly right-of-way of said Craig Road, being the POINT OF BEGINNING;

Thence North 87|52'26" West, along the said Northerly right-of-way, 154.65 feet; Thence North 02|27'45" East Departing said Northerly right-of-way, 238.50 feet; Thence South 87|52'26" East, 153.25 feet; Thence South 02|07'34" West, 238.50 feet to the POINT OF BEGINNING.

AND FURTHER described as Parcel One (1) as the same is shown on that certain Record of Survey on file in Book 90 at Page 19 of Record of Surveys Clark County, Nevada Records.

PARCEL III:

Being a portion of that certain Commercial Subdivision known as "Sierra Town Center" on file in the Office of the Clark County Recorder in Book 80 of Plats, at Page 58, Clark County, Nevada, more particularly described as follows:

COMMENCING at the Southeast corner of the Northeast Quarter (NE 1/4) of said Section 5, coincident with the centerline intersection of Craig Road and Clayton Street; Thence North 87|52'26" West, along the South line of said Southeast Quarter (SE 1/4) and centerline of said Craig Road, 611.04 feet; Thence North 02|07'34" East, departing said South line and centerline of said Craig Road, 60.00 feet to the Northerly right-of-way of said Craig Road, being the POINT OF BEGINNING;

Thence continuing North 02|07'34" East, departing said Northerly right-of-way, 238.50 feet; Thence South 87|52'26" East, 129.84 feet; Thence South 02|07'34" West, 235.75 feet, to the Northerly right-of-way of said Craig Road; Thence North 89|08'50" West, along said Northerly right-of-way, 123.82 feet; Thence North 87|52'26" West, along said Northerly right-of-way 6.04 feet to the POINT OF BEGINNING.

AND FURTHER DESCRIBED AS Parcel Two (2) as the same is shown on that certain Record of Survey on file in Book 90 at Page 19 of Record of Surveys, Clark County, Nevada Records.

LAS CAL UNIT NO.: 46
2118 W. Craig x Clayton
Las Vegas, Nevada 89031
Clark County

0489876

BK 0400PG2396

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL ONE (1):

BEING A PORTION OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 24, TOWNSHIP 21 SOUTH, RANGE 60 EAST, M.D.B.&M., CLARK COUNTY, NEVADA DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION ALSO BEING THE CENTERLINE INTERSECTION OF JONES BOULEVARD AND TROPICANA AVENUE;

THENCE NORTH 85°49'04" EAST, ALONG THE SOUTH SECTION LINE OF SAID SECTION 712.79 FEET;

THENCE NORTH 04°10'56" WEST, 50.00 FEET TO THE POINT OF BEGINNING AND THE NORTH RIGHT-OF-WAY (50 FOOT 1/2 WIDTH) OF TROPICANA AVENUE;

THENCE SOUTH 85°49'04" WEST, A DISTANCE OF 158.00 FEET;

THENCE NORTH 04°10'56" WEST, A DISTANCE OF 245.00 FEET;

THENCE NORTH 85°49'04" EAST, A DISTANCE OF 158.00 FEET;

THENCE SOUTH 04°10'56" EAST, A DISTANCE OF 245.00 FEET TO THE POINT OF BEGINNING;

FURTHER DESCRIBED AS LOT THREE (3) OF THAT CERTAIN RECORD OF SURVEY FILE IN FILE 92, PAGE 82 OF SURVEYS.

PARCEL TWO (2):

BEING A PORTION OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 24, TOWNSHIP 21 SOUTH, RANGE 60 EAST, M.D.B.&M., CLARK COUNTY, NEVADA DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION ALSO BEING THE CENTERLINE INTERSECTION OF JONES BOULEVARD AND TROPICANA AVENUE;

THENCE NORTH 85°49'04" EAST, ALONG THE SOUTH SECTION LINE OF SAID SECTION 712.79 FEET;

THENCE NORTH 04°10'56" WEST, 50.00 FEET TO THE NORTH RIGHT-OF-WAY (50 FEET 1/2 WIDTH) OF TROPICANA AVENUE;

THENCE SOUTH 85°49'04" WEST, A DISTANCE OF 158.00 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 85°49'04" WEST, A DISTANCE OF 165.50 FEET;

THENCE NORTH 00°31'40" EAST, A DISTANCE OF 245.00 FEET;

THENCE NORTH 85°29'30" EAST, A DISTANCE OF 145.38 FEET;

THENCE SOUTH 04°10'56" EAST, A DISTANCE OF 245.00 FEET TO THE POINT OF BEGINNING;

FURTHER DESCRIBED AS LOT ONE (1) OF THAT CERTAIN RECORD OF SURVEY FILED IN FILE 92, PAGE 82 OF SURVEYS.

LAS CAL UNIT NO.: 47
6010 W. Tropicana x Jones
Las Vegas, Nevada 89103
Clark County

0489876

BK0400PG2397

EXHIBIT "A"

The land referred to is situated in the State of Nevada, County of Clark, City of Las Vegas, and is described as follows:

Being a portion of Lot One (1) of "PECOS/BONANZA PLAZA - A COMMERCIAL SUBDIVISION", as shown in Book 88, Page 26 of Plats, located in the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of Section 31, Township 20 South, Range 60 East, M.D.M., City of Las Vegas, Clark County, Nevada, described as follows:

COMMENCING at the Northwest corner of said Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4);
THENCE along the North line thereof, South $89^{\circ}42'31''$ East, 330.21 feet;
THENCE South $00^{\circ}17'29''$ West, 50.00 feet to a point on the South right of way line of Bonanza Road (100 feet wide) said point being the Northwest corner of said Lot 1;
THENCE along the North line of said Lot 1 and South right of way line, South $89^{\circ}42'31''$ East, 242.90 feet to the POINT OF BEGINNING;
THENCE continuing South $89^{\circ}42'31''$ East, 175.10 feet to a point of curvature of a curve concave to the Southwest having a radius of 25.00 feet and subtending a central angle of $89^{\circ}46'47''$;
THENCE to the right along said curve an arc distance of 39.17 feet to a point on the West right of way line of Reef Drive (60 feet wide);
THENCE along said right of way line, South $00^{\circ}04'16''$ West, 195.10 feet;
THENCE North $89^{\circ}42'31''$ West, 200.00 feet;
THENCE North $00^{\circ}04'16''$ East, 220.00 feet to the POINT OF BEGINNING.

Being further described as Lot A of that certain Record of Survey in File 101, Page 9, recorded March 5, 1999 in Book 990305 as Document No. 00962 of Official Records, Clark County, Nevada.

LAS CAL UNIT NO.: 49
3661 E. Bonanza x Reef
Las Vegas, Nevada 89101
Clark County

0489876

BK0400PG2398

EXHIBIT "A"

Village Shop located at the corner of Whitney Ranch Road & Russell Road, Henderson, Nevada, being more specifically described as follows:

Lot 3 as shown on the amended map in the office of the Clark County, Nevada Recorder, in file 72, page 30 of Parcel Maps, situated within the Northeast Quarter (NE1/4) of Section 33, Township 21 South, Range 62 East, MDM, City of Henderson, Clark County, Nevada.

LAS CAL UNIT NO.: 50
1080 Whitney Ranch x Russell
Henderson, Nevada 89014
Clark County

0489876

BK0400PG2399

EXHIBIT "B"
TO COLLATERAL ASSIGNMENT OF LESSEE'S INTEREST IN LEASE

TACO BELL UNIT NO.	LAS-CAL UNIT NO.	ADDRESS	DESCRIPTION OF LEASE
20135	1	1600 Nevada Hwy, Boulder City, Nevada 89005	Lease Agreement dated March 10, 1998, between InterCapital Development Incorporated, as Landlord and Las-Cal Corporation, as Tenant, as amended by that certain Addendum to Lease dated March 13, 1998, as amended by that certain Lease Amendment dated August 21, 1998, and evidenced by that certain Memorandum of Lease dated March 13, 1998.
20096	4	11051 S Eastern Ave., Henderson, Nevada 89012	Lease Agreement dated January 8, 1998 between InterCapital Development Incorporated, as Landlord and Las-Cal Corporation, as Tenant, as amended by that certain Lease Amendment # 2 dated August 21, 1998, as amended by that certain Lease Amendment Three dated February 18, 1999, as assigned by that certain Grant, Bargain, Sale Deed from InterCapital Development, Inc. to Bank One Colorado, N.A., as Ancillary Trustee for Pacific Century Trust, as Trustee of the Juliet Magoon Trust and as Ancillary Trustee for Pacific Century Trust and John H. Magoon, Jr., as Co-Trustee of the John H. Magoon, Sr. Trust, as Co-Tenants (there was no formal Assignment done.)
1000	5	2831 Las Vegas Blvd. North, N. Las Vegas, Nevada 89030	Lease Agreement dated January 16, 1997 between Jerry E. Polis as Landlord and Las-Cal Corporation as Tenant
19987	6	3595 S. Durango, Las Vegas, Nevada 89117	Lease Agreement dated March 23, 1998 between Schmitz Development Company as Landlord and Las-Cal Corporation as Tenant; as amended by that certain Lease Addendum dated March 23, 1998; and as amended by that certain Second Lease Addendum dated March 23, 1998
1724	7	2295 E. Tropicana, Las Vegas, Nevada 89119	Lease Agreement dated December 5, 1978 between Paul Eisenberg, Jerry E. Polis and William C. Allmon, Jr. as Lessor and Taco Bell as Lessee, as amended by that certain Lease Addendum dated December 5, 1978, as evidenced by that certain unrecorded Memorandum of Lease dated August 25, 1997, which Memorandum Assigns all interest of Paul Eisenberg, Jerry E. Polis and William C. Allmon, Jr. to Las-Cal Corporation. AND: Taco Bell Standard Sub-Lease dated May 15, 1979 between Taco Bell as Sub-Lessor and Las-Cal Corp., William C. Allmon, Jr., Paul Eisenberg and Jerry E. Polis as Sub-Lessee, as amended by that certain Addendum to Sub-Lease Agreement dated May 15, 1979.
3018	10	3401 W. Sahara Ave., Las Vegas, Nevada 89102	Lease Agreement dated May 9, 1977 between Shapell Industries of Northern California, Inc. and Taco Bell Corp. as successor in interest to Taco Charley, Inc.; as assigned by that certain Corporation Grant Deed dated July 8, 1977, between Shapell Industries of Northern California, Inc. and Edwin B. Gould 1990 Trust; as assigned by that certain Assignment of Lease from Taco Bell Corp as Assignor as successor in interest to Taco Charley, Inc. and William C. Allmon, Jr., Paul Eisenberg, and Jerry E. Polis as Assignee, dated September 1, 1983 as evidenced by that certain Short Form Lease Agreement dated May 9, 1977; ; as assigned by that certain Assignment dated December 26, 1996 between William C. Allmon, Jr. and Jerry Polis to Las-Cal Corporation; as amended by that certain First Amendment to Lease dated February 5, 1998 between Edwin B. Gould 1990 Trust as Landlord and Las-Cal Corporation as Tenant.
3022	12	4030 S. Maryland Pkwy, Las Vegas, Nevada 89119	Lease Agreement dated May 5, 1978 between Wing Low and Choy Har Low as Landlord and Taco Bell Corp. as successor in interest to Taco Charley, Inc. as Tenant, as evidenced by that certain Short Form Lease Agreement dated May 5, 1978, as assigned by that certain Assignment of Lease dated September 1, 1983

0489876

BK0400PG2400

TACO BELL UNIT NO.	LAS-CAL UNIT NO.	ADDRESS	DESCRIPTION OF LEASE
3024	13	430 Keystone Avenue, Reno, Nevada 89503	Land Lease dated September 15, 1967 between Keystone Properties, Inc. as Lessor and Leonard K. Mardian, Harry K. Brown and William Tessler as Lessee as amended by that certain Amendment to Lease dated September 15, 1967; as modified by that certain Modification to Land Lease dated October 20, 1967; as assigned by that certain Assignment of Lease dated December 11, 1969, as amended by that certain Amendment to Lease dated December 12, 1969; as assigned by that certain Assignment, Assumption to Perform and Lessor's Consent dated December 31, 1973, as extended by that certain Extension of Lease dated January 26, 1977 as further assigned by that certain Assignment of Lease dated July 1, 1984; as amended by that certain Amendment and Extension of Land Lease last executed December 7, 1987 between William C. Allmon, Jr., Paul Eisenberg, and Jerry E. Polis dba Taco Bell, as Lessee and Keystone Square, Ltd. as Lessor; as amended by that certain Amendment and Extension of Land Lease last executed March 23, 1989; as assigned by that certain by that certain Assignment of Lease between Taco Bell Corporation as Assignor; dated January 1, 1984 William C. Allmon, Jr., Paul Eisenberg, and Jerry E. Polis as Assignee and Keystone Properties, Inc. as Lessor
3029	14	340 Boulder Hwy, Henderson, Nevada 89015	Lease Agreement dated June 12, 1979 between Calny Food Services, Inc. as Lessee and Robert Penn, Shirley Penn, Donald H. Weiss and Henrietta Weiss, Norman G. Levi, Joseph A. Kwint and Ruth S. Kwint as Co-Trustees, Victor J. Schulman, Sandra Irene Gray, Stephanie Ann Rose and Colony Capital, Inc. Trustee for Colony Capital Inc., Pensions and Profit Sharing Plan as Lessors and as evidenced by that certain Memorandum of Lease dated June 12, 1979; as sub-leased by that certain Sub-Lease dated August 9, 1983 between William C. Allmon, Jr., Paul Eisenberg & Jerry E. Polis as landlord, Taco Bell Corp. as Tenant and Las-Cal Corporation as Sub-Tenant; as assigned by that certain Assignment and Amendment to Lease dated April 19, 1999 between Raymond B. Cox as Landlord and Taco Bell Corp., as Tenant and Las-Cal Corporation as Sub-Tenant, which Assignment terminated the Sublease.
2865	16	4717 W. Charleston, Las Vegas, Nevada 89107	Taco Bell Standard Franchise Lease dated June 4, 1985 between Jerry E. Polis Deca-Charl, as Lessor and Las-Cal Corporation as Lessee
3238	17	601 E. Moana, Reno, Nevada 89502	Lease Agreement dated September 27, 1985 between Pioneer Plaza as Landlord and Las-Cal Corporation as Tenant
3396	19	2970 E. Desert Inn, Las Vegas, Nevada 89121	Taco Bell Standard Franchise Lease dated March 10, 1987 between Helgo Jacobitz as successor in interest to James Saxton and Paul Eisenberg as Lessor and Las-Cal Corporation as Lessee
19621	24	3117 Highway 50 East, Carson City, Nevada 89702	Agreement to Build and Lease dated January 2, 1997 between Airport 50 LLC as Landlord and Las-Cal Corporation as Tenant
3038	25	2495 N. Carson, Carson City, Nevada 89701	Lease Agreement dated December 11, 1979 between Bernard M. Shapiro as Lessor and Taco Bell Corp. as successor in interest to Taco Charley, Inc., as Lessee; as evidenced by that certain Short Form Lease Agreement dated December 11, 1979; as sub-leased by Taco Bell Standard Franchise Lease dated July 28, 1983 between Taco Bell Corp., as Lessor and Chuck Rives as Lessee; as assigned by Assignment last dated September 7, 1988 between Chuck Rives as assignor and William C. Allmon, Jr., Paul Eisenberg, and Jerry E. Polis as assignee; as assigned by that certain Assignment to Las-Cal Corporation dated December 26, 1996 between William C. Allmon, Jr., and Jerry E. Polis as the remaining successors in interest as assignors and Las-Cal Corporation as assignee.
20777	27	Hacienda Casino, US Hwy 93, Boulder City, Nevada 89005	Lease for Food Court Space dated December 28, 1998 by Lakeview Corporation d/b/a Hacienda Hotel and Casino as Landlord and Las-Cal Corporation as Tenant; as amended by that certain First Amendment to Lease dated October 20, 1999
20595	28	1750 Mountain City Hwy, Elko, Nevada 89801	Lease Agreement dated November 24, 1998 between InterCapital Development Incorporated as Landlord and Las-Cal Corporation as Tenant; First Amendment to Lease dated September 15, 1999
19015	29	3055 Las Vegas Blvd So., Las Vegas, Nevada 89109	Lease Agreement dated March 29, 1995 between Gold Key Associates Limited Partnership as Landlord and Las-Cal Corporation as Tenant; as amended by that certain First Amendment to Lease dated March 30, 1995

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TACO BELL UNIT NO.	LAS-CAL UNIT NO.	ADDRESS	DESCRIPTION OF LEASE
18412	30	5165 Mae Anne Avenue, Reno, Nevada 89523	Lease Agreement dated April 3, 1995 between Davric Corporation as Lessor and Las-Cal Corporation as Lessee; as amended by that certain Addendum to Lease Agreement dated April 3, 1995 between Davric Corporation as Landlord and Las-Cal Corporation as Tenant; as amended by that certain Amendment to Lease Agreement dated April 3, 1995 between Davric Corporation as Landlord and Las-Cal Corporation as Tenant, which substitutes Jerry E. Polis – Mae Anne as Lessor;
18413	31	199 N. Pecos, Henderson, Nevada 89014	Lease Agreement dated October 1, 1994 between Davric Corporation as Lessor and Las-Cal Corporation as Lessee; as amended by that certain Addendum to Lease Agreement dated November 28, 1994 between Davric Corporation as Lessor and Las-Cal Corporation as Lessee; as amended by that certain Amendment to Lease Agreement dated January 30, 1997 between Davric Corporation as Lessor and Las-Cal Corporation as Lessee, which substitutes Jerry E. Polis – Pecos/Windmill as Lessor
18885	32	4441 N. Rancho, Las Vegas, Nevada 89130	Lease Agreement dated February 1, 1995 between Davric Corporation as Lessor and Las-Cal Corporation as Lessee; as amended by that certain Addendum to Lease Agreement dated February 1, 1995 between Davric Corporation as Landlord and Las-Cal Corporation as Tenant; as amended by that certain Amendment to Lease Agreement dated February 1, 1995 between Davric Corporation as Lessor and Las-Cal Corporation as Lessee, which substitutes Jerry E. Polis – Rancho/Craig as Lessor
19620	34	6200 W. Lake Mead Blvd., Las Vegas, Nevada 89108	Lease Agreement dated June 3, 1997 between Jerry E. Polis as Landlord and Las-Cal Corporation as Tenant; as amended by that certain Addendum to Lease Agreement dated June 3, 1997 between Jerry E. Polis as Landlord and Las-Cal Corporation as Tenant.
19631	35	2025 Buffalo Dr., Las Vegas, Nevada 89128	Lease Agreement dated January 8, 1997 between InterCapital Development Incorporated as Landlord and Las-Cal Corporation as Tenant; as evidenced by that certain Memorandum of Lease last executed August 11, 1997; as amended by that certain Addendum to Lease dated February 3, 1997; as amended by that certain Amendment to Lease dated March 19, 1997, as assigned by that certain Assignment and Assumption of Lease dated February 20, 1998 from InterCapital Development Corporation to Lampe Construction.
19706	36	18300 Wedge Parkway, Reno, Nevada 89520	Lease Agreement dated December 11, 1996 between Galena Junction LLC as Landlord and Las-Cal Corporation as Tenant; as evidenced by that certain Memorandum of Lease dated August 6, 1997; as amended by that certain Addendum to Lease dated September 18, 1997
19696	37	1331 Hwy 395, Gardnerville, Nevada 89410	Lease Agreement dated September 25, 1997 between Jerry E. Polis – Gardnerville as Landlord and Las-Cal Corporation as Tenant; as evidenced by that certain Memorandum of Lease dated March 10, 1998; as amended by that certain Addendum to Lease dated September 25, 1997.
19707	39	571 South Highway 160, Pahrump, Nevada 89041	Taco Bell Agreement to Build and Lease dated March 3, 1997 between Ralph McNight & Betty McNight as Trustees of the Inland Trust as successors in interest to Matthew Lane Partners as Landlord and Las-Cal Corporation as Tenant; as amended by that certain First Lease Addendum dated March 3, 1997; as amended by that certain Second Lease Addendum dated March 3, 1997; as amended by that certain Third Lease Addendum dated August 25, 1997; as evidenced by that certain Memorandum of Lease dated August 25, 1997; as amended by that certain Fourth Lease Addendum dated December 16, 1997
19845	43	5645 S Rainbow, Las Vegas, Nevada 89113	Taco Bell Agreement to Build and Lease dated November 10, 1996 between V&G Enterprises, Inc., successor in interest to Rainbow Russell Partners as Landlord and U.C. Allmon, Jr. as Tenant; as amended by that certain First Lease Addendum dated November 10, 1996; as amended by that certain Second Lease Addendum dated November 10, 1996; as amended by that certain Third Lease Addendum dated November 10, 1996; as amended by that certain First Amendment to Lease dated February 4, 1997
19923	46	2118 W. Craig, Las Vegas, Nevada 89031	Agreement to Build and Lease dated May 24, 1997 between Sierra Town Center, L.L.C. as Landlord and Las-Cal Corporation as Tenant; as evidenced by that certain Memorandum of Lease dated March 16, 1998

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TACO BELL UNIT NO.	LAS-CAL UNIT NO.	ADDRESS	DESCRIPTION OF LEASE
20100	47	6010 W. Tropicana, Las Vegas, Nevada 89103	Lease Agreement dated June 16, 1997 between InterCapital Development Incorporated as Landlord and Las-Cal Corporation as Tenant; as amended by that certain Addendum to Lease last executed July 16, 1997; as evidenced by that certain Memorandum of Lease dated December 4, 1998; recorded December 9, 1998, Book 981209, Instrument number 01700, Records of Clark County, Nevada.
20087	49	3661 E. Bonanza, Las Vegas, Nevada 89101	Lease Agreement Dated October 30, 1997 Between InterCapital Development Incorporated as Landlord And Las-Cal Corporation as Tenant; as amended by that certain Lease Amendment dated January 20, 1998; as amended by that certain Lease Amendment #2 dated April 28, 1998; as evidenced by that certain Memorandum Of Lease dated October 30, 1997; as assigned from InterCapital Development Incorporated To Jerome Shapiro and Carolyn Shapiro, Trustees of the Total Amendment and Restatement of the Jerome Shapiro and Carolyn Shapiro Family Trust dated November 29, 1979, by that certain Assignment And Assumption of Lease Agreement dated June 16, 1999 as evidenced by that certain Memorandum of Lease dated April 7, 1999; recorded July 12, 1999 Book 990712, Instrument Number 00442 Official Records of Clark County, Nevada
20091	50	1080 Whitney Ranch, Henderson, Nevada 89014	Space Lease last executed April 13, 1998 between Slots Unlimited, Inc. as Landlord and Las-Cal Corporation as Tenant

COPY

REQUESTED BY
Sherry D Olson
 IN OFFICIAL RECORDS OF
 DOUGLAS CO., NEVADA

2000 APR 14 AM 9:04

LINDA SLATER
 RECORDER

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