

A.P.N's 39-121-08, 39-142-11, 39-142-03
39-143-02, 39-143-07, 39-151-01

ESCROW NO. 110156PAH

81367

Loan No. 6414-27710-SB1

Date: March 27, 2001

DEED OF TRUST, ASSIGNMENT OF LEASES
AND RENTS AND SECURITY AGREEMENT
("this Deed")

FROM

Topaz Lake Water Co., Inc.,
a Nevada corporation

("Grantor")

Address: 1979 U.S. Highway 395 S.,
Gardnerville, NV 89410

TO

Western Title Company, Inc.

("Trustee")

For the Benefit of

AMRESKO COMMERCIAL FINANCE, INC.,

a Nevada corporation having its principal office at
412 E. Parkcenter Blvd., Suite 300, Boise, Idaho 83706
("Beneficiary")

This Deed Secures a Promissory Note in the Amount of: \$ 9,444,444.44

The Interest Rate under the PROMISSORY NOTE is a FIXED RATE.

The Maturity Date under the Promissory Note is April 1, 2021.

This instrument prepared by, and after recording please return to:

AMRESKO COMMERCIAL FINANCE, INC.
412 E. Parkcenter Blvd., Suite 300
Boise, ID. 83706

Attention: Servicing Department

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THIS DEED SECURES A PROMISSORY NOTE IN THE AMOUNT OF: \$9,444,444.44

RECITAL

Grantor is the owner of the premises described in Schedule A hereto. Beneficiary has made a loan or a series of loans to Grantor which is evidenced by a promissory note (the "Promissory Note") of Grantor of even date herewith, and Grantor, in order to secure the payment thereof, has duly authorized the execution and delivery of this Deed.

CERTAIN DEFINITIONS

Grantor, Trustee and Beneficiary agree that, unless the context otherwise specifies or requires, the following terms shall have the meanings herein specified, such definitions to be applicable equally to the singular and the plural forms of such terms.

"Chattels" means all fixtures, furnishings, fittings, appliances, apparatus, equipment, building materials and components, machinery and articles of personal property, of whatever kind or nature, including any replacements, proceeds or products thereof and additions thereto, now or at any time hereafter intended to be or actually affixed to, attached to, placed upon, or used in any way in connection with the complete and comfortable use, enjoyment, development, occupancy or operation of the Premises, and whether located on or off the Premises.

"Default Rate" shall have the meaning ascribed to such term in the Promissory Note.

"Events of Default" means the events and circumstances described as such in Section 2.01 hereof.

"Guarantor" means any guarantor of all or part of Grantor's obligations under the Promissory Note, this Deed or the other Loan Documents.

"Improvements" means all structures or buildings, and replacements thereof, now or hereafter located upon the Premises, including all plant equipment, apparatus, machinery and fixtures of every kind and nature whatsoever forming part of said structures or buildings.

"Obligations" means each and every obligation, covenant, agreement, Indebtedness and liability of the Grantor to the Beneficiary evidenced by, arising under or in connection with the Promissory Note (including, without limitation, indebtedness, obligations and liabilities in respect of principal, interest, the Make Whole Premium, the Credit Enhancement Amount and the Scheduled Monthly Credit Enhancement Obligation Payments for each of the Loans), the Security Agreement, or any other Loan Document, and any future advances thereon, renewals, extensions, modifications, amendments, substitutions and consolidations thereof, including the Grantor's obligations to pay (or reimburse the Beneficiary for) all costs and expenses (including attorneys fees and disbursements) incurred by the Beneficiary in obtaining, maintaining, protecting and preserving its interest in the Collateral or its security interest therein, foreclosing, retaking, holding, preparing for sale or lease, selling or otherwise disposing or realizing on the Collateral or in exercising its rights hereunder or as a secured party under the UCC, any other applicable law, regulation or rule or the Security Agreement and all other indebtedness, obligations and liabilities of any kind of the Grantor to the Beneficiary, now or hereafter existing (including future advances whether or not pursuant to commitment), arising directly between the Grantor and the Beneficiary relating to the Loan Documents, whether absolute or contingent, joint and/or several, secured or unsecured, due or not due, contractual or tortious, liquidated or unliquidated, arising by operation of law or otherwise, or direct or indirect, including the Grantor's liabilities to the Beneficiary as a member of any partnership, syndicate, association or other group, and whether incurred by the Grantor as principal, surety, endorser, guarantor, accommodation party or otherwise.

"Premises" means the premises described in Schedule A hereto including all of the easements, rights, privileges and appurtenances (including air rights) thereunto belonging or in anywise appertaining, and all of

the estate, right, title, interest, claim or demand whatsoever of Grantor therein and in the streets and ways adjacent thereto, either in law or in equity, in possession or expectancy, now or hereafter acquired, and as used in this Deed, shall, unless the context otherwise requires, be deemed to include the Improvements.

All terms of this Deed which are not otherwise defined herein shall have the meanings ascribed to such terms in the Pledge and Security Agreement, dated as of the date hereof (the "Security Agreement"), between the Grantor and the Beneficiary.

GRANTING CLAUSE

NOW, THEREFORE, Grantor, in consideration of the premises and in order to secure the payment of the Obligations and the performance and observance of all the provisions hereof and of the Promissory Note and the other Loan Documents, hereby gives, grants, bargains, sells, warrants, aliens, remises, releases, conveys, assigns, transfers, mortgages, hypothecates, deposits, pledges, sets over and confirms unto Trustee, in trust with power of sale, all its estate, right, title and interest in, to and under any and all of the following described property (the "Mortgaged Property") whether now owned or held or hereafter acquired:

(i) the Premises;

(ii) the Improvements;

(iii) the Chattels;

(iv) all rents, royalties, issues, profits, revenue, income and other benefits of the Mortgaged Property (the "Rents") and all leases of the Mortgaged Property or portions thereof now or hereafter entered into and all right, title and interest of Grantor thereunder, including, without limitation, cash or securities deposited thereunder to secure performance by the lessees of their obligations thereunder, whether such cash or securities are to be held until the expiration of the terms of such leases or applied to one or more of the installments of rent coming due immediately prior to the expiration of such terms, including any guaranties of such leases, all subject, however, to the provisions of Section 4.01 hereof; and

(v) all proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including, without limitation, proceeds of insurance and condemnation awards, and all rights of Grantor to refunds of real estate taxes and assessments.

TO HAVE AND TO HOLD unto Trustee, its successors and assigns forever.

IN TRUST, to secure the payment to Beneficiary of the Obligations and the performance and observance of all the provisions hereof and of other Loan Documents and at maturity of the Promissory Note and payment in full of all obligations owed by Grantor to Beneficiary this Deed shall cease and be void and the Mortgaged Property shall be released at the cost of Grantor.

ARTICLE I

PARTICULAR COVENANTS OF GRANTOR

Grantor covenants and agrees as follows:

1.01. Grantor shall promptly and faithfully abide by, perform and discharge, or cause to be performed and discharged at Grantor's sole cost and expense, its obligations, covenants and agreements under the Security Agreement and the other Loan Documents, including, without limitation, the Obligations, expressly according to their tenor and effect.

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1.02. (a) Grantor warrants that it has a good and marketable title to an indefeasible fee estate in the Premises subject to no lien, charge or encumbrance except such as are listed as exceptions to title in the title policy insuring the lien of this Deed; that it owns the Chattels, all leases and the Rents in respect of the Mortgaged Property and all other personal property encumbered hereby free and clear of liens and claims; and that this Deed is and will remain a valid and enforceable lien on the Mortgaged Property subject only to the exceptions referred to above. Grantor has full power and lawful authority to subject the Mortgaged Property to the lien of this Deed in the manner and form herein done or intended hereafter to be done. Grantor will preserve such title, and will forever warrant and defend the same to Trustee and will forever warrant and defend the validity and priority of the lien hereof against the claims of all persons and parties whomsoever.

(b) Grantor represents and warrants that (i) the Premises and the improvements thereon, and, to the best of Grantor's knowledge, the surrounding areas, are not currently and have never been subject to hazardous or toxic substances or wastes or their effects and (ii) there are no claims, litigation, administrative or other proceedings, whether actual or threatened, or judgments or orders, relating to any hazardous or toxic substances or wastes, discharges, emissions or other forms of pollution relating in any way to the Premises or the improvements thereto.

1.03. (a) Grantor will, at its sole cost and expense, do, execute, acknowledge and deliver all and every such further acts, deeds, conveyances, mortgages, assignments, notices of assignment, transfers and assurances as Trustee or Beneficiary shall from time to time require, for the better assuring, conveying, assigning, transferring and confirming unto Trustee the property and rights hereby conveyed or assigned or intended now or hereafter so to be, or which Grantor may be or may hereafter become bound to convey or assign to Trustee, or for carrying out the intention or facilitating the performance of the terms of this Deed, or for filing, registering or recording this Deed and, on demand, will execute and deliver, and hereby authorizes Trustee or Beneficiary to execute and file in Grantor's name, to the extent it may lawfully do so, one or more financing statements, chattel mortgages or comparable security instruments, to evidence or perfect more effectively Beneficiary's security interest in and the lien hereof upon the Chattels and other personal property encumbered hereby.

(b) Grantor will, at its sole cost and expense, do, execute, acknowledge and deliver all and every such acts, information reports, returns and withholding of monies as shall be necessary or appropriate to comply fully, or to cause full compliance, with all applicable information reporting and back-up withholding requirements of the Internal Revenue Code of 1986, as amended (including all regulations promulgated thereunder) in respect of the Premises and all transactions related to the Premises, and will at all times provide Beneficiary with satisfactory evidence of such compliance and notify Beneficiary of the information reported in connection with such compliance.

1.04. (a) Grantor forthwith upon the execution and delivery of this Deed, and thereafter from time to time, will cause this Deed and any security instrument creating a lien or evidencing the lien hereof upon the Chattels and each instrument of further assurance to be filed, registered or recorded in such manner and in such places as may be required by any present or future law in order to publish notice of and fully to protect the lien hereof upon, and the title of Trustee to, the Mortgaged Property.

(b) Grantor will pay all filing, registration or recording fees, and all expenses incident to the execution and acknowledgment of this Deed, any deed of trust supplemental hereto, any security instrument with respect to the Chattels, and any instrument of further assurance, and any expenses (including attorneys' fees and disbursements) incurred by Beneficiary in connection with the Obligations secured hereby, and will pay all federal, state, county and municipal stamp taxes and other taxes, duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of the Loan Documents, this Deed, any deed of trust supplemental hereto, any security instrument with respect to the Chattels or any instrument of further assurance.

1.05. Grantor will punctually pay the principal and interest and all other sums to become due in respect of the Promissory Note and the other Loan Documents at the time and place and in the manner specified therein, according to the true intent and meaning thereof, all in any coin or currency of the United States of America which at the time of such payment shall be legal tender for the payment of public and private debts.

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1.06. Grantor, if other than a natural person, will, so long as it is owner of all or part of the Mortgaged Property, do all things necessary to preserve and keep in full force and effect its existence, franchises, rights and privileges as a business or stock corporation, partnership, trust or other entity under the laws of the state of its formation and will comply with all regulations, rules, statutes, orders and decrees of any governmental authority or court applicable to it or to the Mortgaged Property or any part thereof.

1.07. All right, title and interest of Grantor in and to all extensions, improvements, betterments, renewals, substitutes and replacements of, and all additions and appurtenances to, the Mortgaged Property, hereafter acquired by, or released to, Grantor or constructed, assembled or placed by Grantor on the Premises, and all conversions of the security constituted thereby, immediately upon such acquisition, release, construction, assembling, placement or conversion, as the case may be, and in each such case, without any further deed of trust, conveyance, assignment or other act by Grantor, shall become subject to the lien of this Deed as fully and completely, and with the same effect, as though now owned by Grantor and specifically described in the granting clause hereof, but at any and all times Grantor will execute and deliver to Trustee any and all such further assurances, deeds of trust, conveyances or assignments thereof as Trustee or Beneficiary may reasonably require for the purpose of expressly and specifically subjecting the same to the lien of this Deed.

1.08. (a) Grantor, from time to time when the same shall become due and payable, will pay and discharge all taxes of every kind and nature (including real and personal property taxes and income, franchise, withholding, profits and gross receipts taxes), all general and special assessments, levies, permits, inspection and license fees, all water and sewer rents and charges, and all other public charges whether of a like or different nature, imposed upon or assessed against it or the Mortgaged Property or any part thereof or upon the revenues, rents, issues, income and profits of the Mortgaged Property or arising in respect of the occupancy, use or possession thereof. Grantor will, upon Beneficiary's request, deliver to Beneficiary receipts evidencing the payment of all such taxes, assessments, levies, fees, rents and other public charges imposed upon or assessed against it or the Mortgaged Property or the revenues, rents, issues, income or profits thereof.

Beneficiary may, at its option, to be exercised by thirty (30) days' written notice to Grantor, require the deposit by Grantor, on each Payment Date, of an additional amount sufficient to discharge the obligations under this clause (a) when they become due. The determination of the amount so payable and of the fractional part thereof to be deposited with Beneficiary, so that the aggregate of such deposits shall be sufficient for this purpose, shall be made by Beneficiary in its sole discretion. Such amounts shall be held by Beneficiary without interest and applied to the payment of the obligations in respect of which such amounts were deposited or, at Beneficiary's option, to the payment of said obligations in such order or priority as Beneficiary shall determine, on or before the respective dates on which the same or any of them would become delinquent. If one month prior to the due date of any of the aforementioned obligations the amounts then on deposit therefor shall be insufficient for the payment of such obligation in full, Grantor within ten (10) days after demand shall deposit the amount of the deficiency with Beneficiary. Nothing herein contained shall be deemed to affect any right or remedy of Beneficiary under any provisions of this Deed or of any statute or rule of law to pay any such amount and to add the amount so paid, together with interest at the Default Rate, to the indebtedness hereby secured.

(b) Grantor will pay, from time to time when the same shall become due, all lawful claims and demands of mechanics, materialmen, laborers, and others which, if unpaid, might result in, or permit the creation of, a lien on the Mortgaged Property or any part thereof, or on the revenues, rents, issues, income and profits arising therefrom and in general will do or cause to be done everything necessary so that the lien hereof shall be fully preserved, at the cost of Grantor and without expense to Trustee or Beneficiary.

(c) Nothing in this Section 1.08 shall require the payment or discharge of any obligation imposed upon Grantor by this Section so long as Grantor shall in good faith and at its own expense contest the same or the validity thereof by appropriate legal proceedings which shall operate to prevent the collection thereof or other realization thereon and the sale or forfeiture of the Mortgaged Property or any part thereof to satisfy the same; provided that during such contest Grantor shall, at the option of Beneficiary, provide security satisfactory to Beneficiary, assuring the discharge of Grantor's obligation hereunder and of any additional charge, penalty or expense arising from or incurred as a result of such contest; and provided further, that if at any time payment of any obligation imposed upon Grantor by clause (a) above shall become necessary to prevent the delivery of a tax deed

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conveying the Mortgaged Property or any portion thereof because of non-payment, then Grantor shall pay the same in sufficient time to prevent the delivery of such tax deed.

1.09. Grantor will pay any taxes, except income taxes, imposed on Trustee or Beneficiary by reason of their ownership of this Deed or any other Loan Document.

1.10. (a) Grantor will keep the Improvements and Chattels insured against loss by fire, casualty and such other hazards or natural disasters as may be specified by Beneficiary for the benefit of Beneficiary. Such insurance shall be written in forms, amounts, and by companies satisfactory to Beneficiary, and losses thereunder shall be payable to Beneficiary or other Person(s) as Beneficiary may request pursuant to a standard first mortgage endorsement substantially equivalent to the New York standard mortgage endorsement. The policy or policies of such insurance shall be delivered to Beneficiary and other parties as Beneficiary may designate. Grantor shall give Beneficiary prompt notice of any loss covered by such insurance and Beneficiary shall have the right to join Grantor in adjusting any loss in excess of \$50,000. Any monies received as payment for any loss under any such insurance shall be paid over to Beneficiary to be applied, at Beneficiary's option, either to the prepayment of the Promissory Note or to the reimbursement of Grantor from time to time for expenses incurred by it in the restoration of the Improvements.

(b) Grantor shall not take out separate insurance concurrent in form or contributing in the event of loss with that required to be maintained under this Section 1.10 unless Beneficiary is included thereon as a named insured with loss payable to Beneficiary under a standard mortgage endorsement of the character above described. Grantor shall immediately notify Beneficiary whenever any such separate insurance is taken out and shall promptly deliver to Beneficiary the policy or policies of such insurance.

(c) If the Premises are located in an area which has been identified by the Secretary of the United States Department of Housing and Urban Development as a flood hazard area, Grantor will keep the Improvements covered, until all sums secured hereby have been repaid in full, by flood insurance in an amount at least equal to the outstanding amount of the Promissory Note or the maximum limit of coverage available for the Premises under the National Flood Insurance Act of 1968, whichever is less.

1.11. If Grantor shall fail to perform any of the covenants contained in Section 1.02, 1.04, 1.08, 1.09, 1.10, 1.13 or 1.14, Trustee or Beneficiary may make advances to perform the same on its behalf, and all sums so advanced shall be a lien upon the Mortgaged Property and shall be secured hereby. Grantor will repay on demand all sums so advanced on its behalf together with interest thereon at the Default Rate. The provisions of this Section 1.11 shall not prevent any default in the observance of any covenant contained in said Section 1.02, 1.04, 1.08, 1.09, 1.10, 1.13 or 1.14 from constituting an Event of Default.

1.12. (a) Grantor will keep adequate records and books of account in accordance with generally accepted accounting principles and will permit Trustee and Beneficiary, by their agents, accountants and attorneys, to visit and inspect the Mortgaged Property and examine its records and books of account and to discuss its affairs, finances and accounts with the officers or general partners, as the case may be, of Grantor, at such reasonable times as may be requested by Trustee or Beneficiary.

(b) Grantor and Guarantor will deliver to Beneficiary within seventy-five (75) days after December 31 of each calendar year or as may be reasonably requested by the Trustee or Beneficiary from time to time, a balance sheet and statement of profit, loss and cash flow setting forth in each case, in comparative form, figures for the preceding twelve (12) month period. Throughout the term of this Deed, Grantor and Guarantor, with reasonable promptness, will deliver to Beneficiary such other information with respect to Grantor or Guarantor as Beneficiary may reasonably request from time to time. All financial statements of Grantor or Guarantor shall be prepared in accordance with generally accepted accounting principles.

1.13. Grantor will not commit any waste on the Premises or make any change in the use of the Premises which will in any way increase the risk of any ordinary fire or other hazard arising out of construction or operation. Grantor will, at all times, maintain the Improvements and Chattels in good operating order and condition and will promptly make, from time to time, all repairs, renewals, replacements, additions and improvements in connection

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therewith which are needful or desirable to such end. The Improvements shall not be demolished or substantially altered, nor shall any Chattels be removed without the prior written consent of Beneficiary except where appropriate replacements free of superior title, liens and claims are immediately made of value at least equal to the value of the removed Chattels.

1.14. Grantor will, at its sole cost and expense, promptly remove, or cause the removal of, any and all hazardous or toxic substances or wastes or the effects thereof at any time identified as being on, in, under or affecting the Premises.

1.15. Grantor, immediately upon obtaining knowledge of the institution or pending institution of any proceedings for the condemnation of the Premises or any portion thereof, will notify Trustee and Beneficiary thereof. Trustee and Beneficiary may participate in any such proceedings and may be represented therein by counsel of Beneficiary's selection. Grantor from time to time will deliver to Beneficiary all instruments requested by it to permit or facilitate such participation. In the event of such condemnation proceedings, the award or compensation payable is hereby assigned to and shall be paid to Beneficiary. Beneficiary shall be under no obligation to question the amount of any such award or compensation and may accept the same in the amount in which the same shall be paid. The proceeds of any award or compensation so received shall, at Beneficiary's option, be applied either to the prepayment of the Promissory Note (including, without limitation, any Make Whole Premiums required to be paid upon prepayment of any Loan) and the other Obligations at the rate of interest provided in the Promissory Note or such other Loan Document, as applicable, regardless of the rate of interest payable on the award by the condemning authority, or shall be paid over to Grantor from time to time for restoration of the Improvements.

1.16. Grantor will not (a) execute any lease of all or any portion of the Premises without Beneficiary's prior written consent (which may be granted or withheld in its sole discretion), (b) execute an assignment of the Rents or any part thereof from the Premises without Beneficiary's prior written consent (which may be granted or withheld in its sole discretion) or (c) in any other manner impair the value of the Mortgaged Property or the security of this Deed.

1.17. Grantor will receive the advances secured by this Deed and will hold the right to receive such advances as a trust fund to be applied first for the purpose of paying the cost of improvement, if any, and will apply the same first to the payment of such costs before using any part of the total of the same for any other purpose. Grantor will indemnify and hold Trustee and Beneficiary harmless against any loss or liability, cost or expense, including, without limitation, any judgments, attorney's fees, costs of appeal bonds and printing costs, arising out of or relating to any proceeding instituted by any claimant alleging a violation by Grantor of any applicable lien law.

1.18. Grantor shall pay all costs, fees and expenses of Trustee, its agents and counsel in connection with the performance of its duties hereunder.

ARTICLE II

EVENTS OF DEFAULT AND REMEDIES

2.01. Any of the following shall constitute an Event of Default under this Deed:

(a) if Grantor shall fail to observe or perform any of its promises, covenants, agreements or obligations under this Deed, or any representation or warranty made by Grantor shall prove to have been false as of the time made, confirmed or furnished; provided, however, that with respect to (i) the underlying obligations (including payment of any principal, interest or other sums on the Promissory Note), covenants and agreements under the Security Agreement and the other Loan Documents described in Section 1.01 hereof, the same notice and cure periods, if any, provided in the Security Agreement and such other Loan Document which are expressly applicable to the failure to observe or perform any such underlying obligation, covenant or agreement will be applicable for purposes of this Deed; (ii) a default under Section 1.08 hereof, such default shall have continued for a period of twenty (20) days; (iii) a default under Section 1.02, 1.04, 1.09 or 1.10, such default shall have continued for a period of twenty (20) days after notice

thereof shall have been given to Grantor by Beneficiary; and (iv) a default of any covenant contained in any other provision of this Deed (other than those referred to in (i) - (iii) above), such default shall have continued for a period of thirty (30) days after notice thereof shall have been given to Grantor by Beneficiary;

(b) if there should occur a default which is not cured within the applicable grace period, if any, under any other mortgage or deed to secure debt of all or part of the Premises regardless of whether any such other mortgage or deed to secure debt is prior, pari passu or subordinate to this Deed;

(c) an Event of Default (as defined in the Security Agreement) shall occur and be continuing;

(d) if it shall be illegal for Grantor to pay any tax referred to in Section 1.09 hereof or if the payment of such tax by Grantor would result in the violation of applicable usury laws;

(e) if Grantor shall transfer, or agree to transfer, in any manner, either voluntarily or involuntarily, by operation of law or otherwise, all or any portion of the Mortgaged Property, or any interest therein (including any air or development rights) without, in any such case, the prior written consent of Beneficiary. Beneficiary may grant or deny such consent in its sole discretion and, if consent should be given, any such transfer shall be subject to this Deed and any other documents which evidence or secure the loan secured hereby, and any such transferee shall assume all of Grantor's obligations hereunder and thereunder and agree to be bound by all provisions and perform all obligations contained herein and therein. Consent to one such transfer shall not be deemed to be a waiver of the right to require consent to future or successive transfers. As used herein "transfer" shall include, without limitation, any sale, assignment, lease or conveyance; or

(f) if Grantor shall encumber, or agree to encumber, in any manner, either voluntarily or involuntarily, by operation of law or otherwise, all or any portion of the Mortgaged Property, or any interest therein (including any air or development rights) without, in any such case, the prior written consent of Beneficiary. Beneficiary may grant or deny such consent in its sole discretion and, if consent should be given, any such encumbrance shall be subject to this Deed and any other documents which evidence or secure the loan secured hereby. Consent to one such encumbrance shall not be deemed to be a waiver of the right to require consent to future or successive encumbrances. As used herein "encumber" shall include, without limitation, the placing or permitting the placing of any mortgage, deed of trust, assignment of rents or other security device.

2.02. Upon the occurrence of an Event of Default and the acceleration of the Obligations in accordance with Article VIII of the Security Agreement, Trustee or Beneficiary may thereupon or at any time thereafter proceed to foreclose under this Deed or otherwise pursue any other right or remedy available under this Deed, the Security Agreement, the other Loan Documents, or at law or in equity, including, without limitation, the rights and remedies set forth in Sections 2.03 through 2.11.

2.03. During the continuance of an Event of Default, Trustee or Beneficiary personally, or by their agents or attorneys, may enter into and upon all or any part of the Premises, and each and every part thereof, and are each hereby given a right and license and appointed Grantor's attorney-in-fact and exclusive agent to do so, and may exclude Grantor, its agents and servants wholly therefrom; and having and holding the same, may use, operate, manage and control the Premises and conduct the business thereof, either personally or by their superintendents, managers, agents, servants, attorneys or receivers; and upon every such entry, Trustee or Beneficiary, at the expense of the Mortgaged Property, from time to time, either by purchase, repairs or construction, may maintain and restore the Mortgaged Property, whereof they shall become possessed as aforesaid; and likewise, from time to time, at the expense of the Mortgaged Property, Trustee or Beneficiary may make all necessary or proper repairs, renewals and replacements and such useful alterations, additions, betterments and improvements thereto and thereon as to Beneficiary may seem advisable; and in every such case Trustee or Beneficiary shall have the right to manage and operate the Mortgaged Property and to carry on the business thereof and exercise all rights and powers of Grantor with respect thereto either in the name of Grantor or otherwise as Beneficiary shall deem best; and Trustee or Beneficiary shall be entitled to collect and receive the Rents and every part thereof, and after deducting the expenses of conducting the business thereof and of all maintenance, repairs, renewals, replacements, alterations, additions, betterments and improvements and amounts necessary to pay for taxes, assessments, insurance and prior or other proper charges upon the Mortgaged Property or any part thereof, as well as just and reasonable compensation for the

services of Trustee and Beneficiary and for all attorneys, counsel, agents, clerks, servants and other employees by them engaged and employed, Trustee or Beneficiary, as the case may be, shall apply the monies arising as aforesaid in the manner and the order specified in the Security Agreement.

2.04. During the continuance of an Event of Default, Trustee or Beneficiary, as the case may be, with or without entry, personally or by their agents or attorneys, insofar as applicable, may:

(a) sell the Mortgaged Property and all estate, right, title and interest, claim and demand therein, at public auction at such time and place, and upon such terms and conditions as Beneficiary may deem expedient or as may be required or permitted by applicable law, having first given such notice prior to the sale of such time, place and terms by publication in one or more newspapers published or having a general circulation in the county or counties of the state in which the Mortgaged Property is located as may be required or permitted by law and by such other methods, if any, as Trustee or Beneficiary may deem desirable or as may be required or permitted by the Security Agreement or applicable law. In the event of any sale of all or part of the Mortgaged Property under the terms of this Deed, Grantor shall pay (in addition to taxable costs) a reasonable fee to Trustee which shall be in lieu of all other fees and commissions permitted by statute or custom to be paid, reasonable attorneys' fees and all expenses incurred in obtaining or continuing abstracts of title for the purpose of any such sale; or

(b) institute proceedings for the complete or partial foreclosure of this deed; or

(c) take such steps to protect and enforce their rights whether by action, suit or proceeding in equity or at law for the specific performance of any covenant, condition or agreement in this Deed or in any other Loan Document, or in aid of the execution of any power herein granted, or for any foreclosure hereunder, or for the enforcement of any other appropriate legal or equitable remedy or otherwise as Trustee or Beneficiary shall elect.

2.05. (a) Trustee or Beneficiary may adjourn from time to time any sale by it to be made under or by virtue of this Deed by announcement at the time and place appointed for such sale or for such adjourned sale or sales; and, except as otherwise provided by any applicable provision of law, Trustee or Beneficiary, as the case may be, without further notice or publication, may make such sale at the time and place to which the same shall be so adjourned.

(b) Upon the completion of any sale or sales made by Trustee or Beneficiary, as the case may be, under or by virtue of this Article II, Trustee, or an officer of any court empowered to do so, shall execute and deliver to the accepted purchaser or purchasers a good and sufficient instrument or instruments conveying, assigning and transferring all estate, right, title and interest in and to the property and rights sold. Trustee is hereby appointed the true and lawful attorney irrevocable of Grantor, in its name and stead, to make all necessary conveyances, assignments, transfers and deliveries of the Mortgaged Property and rights so sold and for that purpose Trustee may execute all necessary instruments of conveyance, assignment and transfer, and may substitute one or more persons with like power, Grantor hereby ratifying and confirming all that its said attorney or such substitute or substitutes shall lawfully do by virtue hereof. Nevertheless, Grantor, if requested by Trustee or Beneficiary, shall ratify and confirm any such sale or sales by executing and delivering to Trustee or to such purchaser or purchasers all such instruments as may be advisable, in the judgment of Trustee or Beneficiary, for the purpose, and as may be designated in such request. Any such sale or sales made under or by virtue of this Article II, whether made under the power of sale herein granted or under or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale, shall operate to divest all the estate, right, title, interest, claim and demand whatsoever, whether at law or in equity, of Grantor in and to the properties and rights so sold, and shall be a perpetual bar both at law and in equity against Grantor and against any and all persons claiming or who may claim the same, or any part thereof from, through or under Grantor.

(c) In the event of any sale or sales made under or by virtue of this Article II (whether made under the power of sale herein granted or under or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale), the entire principal of, and interest on, the Promissory Note, if not previously due and payable, and all other Obligations required to be paid by Grantor pursuant to this Deed and the other Loan Documents, immediately thereupon shall, anything in the Promissory Note, in this Deed or in any other Loan Document to the contrary notwithstanding, become due and payable.

(d) The purchase money, proceeds or avails of any sale or sales made under or by virtue of this Article II, together with any other sums which then may be held by Trustee or Beneficiary under this Deed, whether under the provisions of this Article II or otherwise, shall be applied in the manner and the order specified in the Security Agreement.

(e) Upon any sale or sales made under or by virtue of this Article II, whether made under the power of sale herein granted or under or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale, Beneficiary may bid for and acquire the Mortgaged Property or any part thereof and in lieu of paying cash therefor may make settlement for the purchase price by crediting upon the indebtedness secured by this Deed the net sales price after deducting therefrom the expenses of the sale and the costs of the action and any other sums which Trustee or Beneficiary are authorized to deduct under this Deed.

2.06. (a) In case an Event of Default described in Section 2.01 hereof shall have happened and be continuing, then Trustee or Beneficiary may, from time to time in its discretion, by written notice to the Grantor declare the Promissory Note (including, without limitation, any Make Whole Premiums required to be paid upon prepayment of any Loan) and any other Obligations to be immediately due and payable in accordance with Article VIII of the Security Agreement. In the event Grantor shall fail forthwith to pay such amounts upon such demand, Beneficiary shall be entitled and empowered to institute such action or proceedings at law or in equity as may be advised by its counsel for the collection of the sums so due and unpaid, and may prosecute any such action or proceedings to judgment or final decree, and may enforce any such judgment or final decree against Grantor and collect, out of the property of Grantor wherever situated, as well as out of the Mortgaged Property, in any manner provided by law, monies adjudged or decreed to be payable.

(b) Beneficiary shall be entitled to recover judgment as aforesaid either before, after or during the pendency of any proceedings for the enforcement of the provisions of this Deed; and the right of Beneficiary to recover such judgment shall not be affected by any entry or sale hereunder, or by the exercise of any other right, power or remedy for the enforcement of the provisions of this Deed, or the foreclosure of the lien hereof; and in the event of a sale of the Mortgaged Property, and of the application of the proceeds of sale, as in this Deed provided, to the payment of the Obligations hereby secured, Beneficiary shall be entitled to enforce payment of, and to receive all amounts then remaining due and unpaid upon, the Promissory Note and all other Obligations, and to enforce payment of all other charges, payments and costs due under this Deed, and shall be entitled to recover judgment for any portion of the Obligations remaining unpaid, with interest at the Default Rate. In case of proceedings against Grantor in insolvency or bankruptcy or any proceedings for its reorganization or involving the liquidation of its assets, then Beneficiary shall be entitled to prove the whole amount of principal and interest due upon the Promissory Note to the full amount thereof, and all other Obligations (including, without limitation, Scheduled Monthly Credit Enhancement Obligation Payments and any Make Whole Premiums) and charges and costs due under this Deed and the other Loan Documents, without deducting therefrom any proceeds obtained from the sale of the whole or any part of the Mortgaged Property; provided, however, that in no case shall Beneficiary receive a greater amount than such principal and interest and such other Obligations and charges and costs from the aggregate amount of the proceeds of the sale of the Mortgaged Property and the distribution from the estate of Grantor.

(c) No recovery of any judgment by Beneficiary and no levy of an execution under any judgment upon the Mortgaged Property or upon any other property of Grantor shall affect in any manner or to any extent, the lien of this Deed upon the Mortgaged Property or any part thereof, or any liens, rights, powers or remedies of Trustee or Beneficiary hereunder, but such liens, rights, powers and remedies of Trustee or Beneficiary shall continue unimpaired as before.

(d) Any monies thus collected by Beneficiary under this Section 2.06 shall be applied by Beneficiary in the manner and the order specified in the Security Agreement.

2.07. After the happening of any Event of Default and immediately upon the commencement of any action, suit or other legal proceedings by Trustee or Beneficiary to obtain judgment for any amount due pursuant to the Promissory Note, any other Obligation or any other sums required to be paid by Grantor pursuant to any provision of this Deed, or of any other nature in aid of the enforcement of this Deed or any other Loan Document,

Grantor will (a) waive the issuance and service of process and enter its voluntary appearance in such action, suit or proceeding and (b) if required by Beneficiary, consent to the appointment of a receiver or receivers of all or part of the Mortgaged Property and of any or all of the Rents in respect thereof. After the happening of any Event of Default and during its continuance, or upon the commencement of any proceedings to foreclose this Deed or to enforce the specific performance hereof or in aid thereof or upon the commencement of any other judicial proceeding to enforce any right of Trustee or Beneficiary, Trustee or Beneficiary shall be entitled, as a matter of right, if it shall so elect, without the giving of notice to any other party and without regard to the adequacy or inadequacy of any security for the indebtedness secured hereby, at any time, to the appointment of such a receiver or receivers.

2.08. Notwithstanding the appointment of any receiver, liquidator or trustee of Grantor, or of any of its property, or of the Mortgaged Property or any part thereof, Trustee and Beneficiary shall be entitled to retain possession and control of all the Mortgaged Property now or hereafter held under this Deed.

2.09. No remedy herein conferred upon or reserved to Trustee or Beneficiary is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. No delay or omission of Trustee or Beneficiary to exercise any right or power accruing upon any Event of Default shall impair any such right or power, or shall be construed to be a waiver of any such Event of Default or any acquiescence therein; and every power and remedy given by this Deed to Trustee or Beneficiary may be exercised from time to time as often as may be deemed by it expedient. Nothing in this Deed or in any other Loan Document shall affect the obligation of Grantor to make any payment due under any Loan Document (including, without limitation, the payment of the principal of, interest on, and Schedule Monthly Credit Enhancement Obligation Payments on, the Promissory Note) in the manner and at the time and place therein respectively expressed.

2.10. Grantor will not at any time insist upon, or plead, or in any manner whatever claim or take any benefit or advantage of any stay or extension or moratorium law, any exemption from execution or sale of the Mortgaged Property or any part thereof, wherever enacted, now or at any time hereafter in force, which may affect the covenants and terms of performance of this Deed, nor claim, take or insist upon any benefit or advantage of any law now or hereafter in force providing for the valuation or appraisal of the Mortgaged Property, or any part thereof, prior to any sale or sales thereof which may be made pursuant to any provision herein, or pursuant to the decree, judgment or order of any court of competent jurisdiction; nor, after any such sale or sales, claim or exercise any right under any statute heretofore or hereafter enacted to redeem the property so sold or any part thereof and Grantor hereby expressly waives all benefit or advantage of any such law or laws, and covenants not to hinder, delay or impede the execution of any power herein granted or delegated to Trustee or Beneficiary, but to suffer and permit the execution of every power as though no such law or laws had been made or enacted. Grantor, for itself and all who may claim under it, waives, to the extent that it lawfully may, all right to have the Mortgaged Property marshaled upon any foreclosure hereof.

2.11. During the continuance of any Event of Default and pending the exercise by Trustee or Beneficiary of its right to exclude Grantor from all or any part of the Premises, Grantor agrees to pay the fair and reasonable rental value for the use and occupancy of the Premises or any portion thereof which are in its possession for such period and, upon default of any such payment, will vacate and surrender possession of the Premises to Trustee or Beneficiary, as the case may be, or to a receiver, if any, and in default thereof may be evicted by any summary action or proceeding for the recovery of possession of premises for non-payment of rent, however designated.

ARTICLE III

CONCERNING TRUSTEE

3.01. Trustee, by consenting to the recording of this Deed accepts its duties hereunder and covenants faithfully to perform and fulfill the trusts herein created, being liable, however, only for willful negligence or misconduct, and hereby waives any statutory fee and agrees to accept reasonable compensation, in lieu thereof, for any services rendered by it in accordance with the terms hereof.

3.02. Trustee may resign at any time upon giving thirty (30) days' notice to Grantor and Beneficiary.

3.03. Beneficiary may remove Trustee at any time or from time to time and select a successor trustee. In the event of the death, removal, resignation or refusal or inability to act of Trustee, or in its sole discretion for any reason whatsoever Beneficiary may, without notice and without specifying any reason therefor and without applying to any court, select and appoint a successor Trustee, and all powers, rights, duties and authority of Trustee, as aforesaid, shall thereupon become vested in such successor. In such connection, Beneficiary may, on its and Grantor's behalf, execute, acknowledge and record an instrument or agreement of such substitution, and Grantor hereby irrevocably appoints Beneficiary as its attorney-in-fact, with full power of substitution, to do so. Such substitute trustee shall not be required to give bond for the faithful performance of his duties unless required by Beneficiary.

ARTICLE IV

MISCELLANEOUS

4.01. This Deed is intended to constitute a present, absolute and irrevocable assignment of all of the Rents now or hereafter accruing, and Grantor, without limiting the generality of the Granting Clause hereof, specifically hereby presently, absolutely and irrevocably assigns all of the Rents now or hereafter accruing to Beneficiary. The aforesaid assignment shall be effective immediately upon the execution of this Deed and is not conditioned upon the occurrence of any Event of Default hereunder or any other contingency or event, provided, however, that Beneficiary hereby grants to Grantor the right and license to collect and receive the Rents as they become due, and not in advance, so long as no Event of Default exists hereunder. Immediately upon the occurrence of any such Event of Default and during the continuation thereof, the foregoing right and license shall be automatically terminated and of no further force or effect. Nothing contained in this Section 4.01 or elsewhere in this Deed shall be construed to make Beneficiary a mortgagee in possession unless and until Beneficiary actually takes possession of the Mortgaged Property, nor to obligate Beneficiary to take any action or incur any expense or discharge any duty or liability under or in respect of any leases or other agreements relating to the Mortgaged Property or any part thereof.

4.02. This Deed constitutes a security agreement under the UCC with respect to the Chattels and such other of the Mortgaged Property which is personal property. Grantor hereby grants Beneficiary a security interest in all such property. In addition to the rights and remedies granted to Beneficiary by other applicable law or by this Deed, Beneficiary shall have all of the rights and remedies with respect to the Chattels and such other personal property as are granted to a secured party under the UCC. Upon Beneficiary's request, Grantor shall promptly and at its expense assemble the Chattels and such other personal property and make the same available to Beneficiary at a convenient place acceptable to Beneficiary. Grantor shall pay to Beneficiary on demand, with interest at the Default Rate, any and all expenses, including attorneys' fees, incurred by Beneficiary in protecting its interest in the Chattels and such other personal property and in enforcing its rights with respect thereto. Any notice of sale, disposition or other intended action by Beneficiary with respect to the Chattels and such other personal property sent to Grantor in accordance with the provisions hereof at least five (5) days prior to such action shall constitute reasonable notice to Grantor. The proceeds of any such sale or disposition, or any part thereof, may be applied by Beneficiary to the payment of the indebtedness secured hereby in such order and proportions as Beneficiary in its discretion shall deem appropriate.

4.03. Whenever possible this Deed and each Loan Document and each provision hereof and thereof shall be interpreted in such manner as to be effective, valid and enforceable under applicable law. If and to the extent that any such provision shall be held invalid and unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof or thereof, and any determination that the application of any provision hereof or thereof to any person or under any circumstance is illegal and unenforceable shall not affect the legality, validity and enforceability of such provision as it may be applied to any other person or in any other circumstance.

4.04. This Deed and the other Loan Documents represent the entire understanding of the Beneficiary and the Grantor with respect to the transactions contemplated hereby and thereby. None of the terms or provisions of this Deed or any other Loan Document may be waived, altered, modified, or amended except in each instance by a specific written instrument duly executed by the Beneficiary. Any agreement hereafter made by Grantor and Beneficiary relating to this Deed shall be superior to the rights of the holder of any intervening or subordinate lien or encumbrance.

4.05. All notices hereunder shall be in duly executed writing delivered to Grantor or Beneficiary, as applicable, at its respective address set forth on the cover hereof, or at such other address as may be provided by one party in a notice to the other party. Notice delivered in accordance with the foregoing shall be effective (a) when delivered, if delivered personally or by receipted-for telex, telecopier, or facsimile transmission, (b) two (2) days after being delivered in the United States (properly addressed and all fees paid) for overnight delivery service to a courier (such as Federal Express) which regularly provides such service and regularly obtains executed receipts evidencing delivery or (c) five (5) days after being deposited (properly addressed and stamped for first-class delivery) in a daily serviced United States mail box.

4.06. THIS AGREEMENT AND ALL OTHER LOAN DOCUMENTS ARE ENTERED INTO IN THE STATE OF IDAHO, AND GRANTOR AND BENEFICIARY AGREE THAT THE VALIDITY, ENFORCEABILITY, CONSTRUCTION AND INTERPRETATION OF THIS AGREEMENT, AND OF ALL TRANSACTIONS AND DOCUMENTS UNDER OR RELATING TO IT, WILL BE CONSTRUED, APPLIED, ENFORCED AND GOVERNED UNDER THE LAWS OF THE STATE OF IDAHO (WITHOUT GIVING EFFECT TO PRINCIPLES OF CONFLICTS OF LAW), PROVIDED HOWEVER, THAT WITH RESPECT TO THE CREATION, PRIORITY, AND ENFORCEMENT OF ANY LIENS OR SECURITY INTERESTS IN REAL OR PERSONAL PROPERTY CREATED BY THIS AGREEMENT, THE LAWS OF THE STATE WHERE THE APPLICABLE PROPERTY IS LOCATED SHALL APPLY. All of the grants, covenants, terms, provisions and conditions herein shall run with the land. This Deed and the other Loan Documents shall be binding upon the Grantor, and its heirs, devisees, administrators, executives, personal representatives, successors, receivers, trustees, and assignees, including all successors in interest of the Grantor, and shall inure to the benefit of the Beneficiary, and the successors and assignees of the Beneficiary.

4.07. NOTWITHSTANDING ANY OTHER PROVISION HEREOF, IN NO EVENT SHALL THE AMOUNT OR RATE OF INTEREST PAYABLE, CONTRACTED FOR, CHARGED OR RECEIVED UNDER OR IN CONNECTION WITH THE PROMISSORY NOTE, THIS DEED OR ANY OTHER LOAN DOCUMENT, FROM TIME TO TIME OR FOR WHATEVER REASON, EXCEED THE MAXIMUM RATE OR AMOUNT, IF ANY, SPECIFIED BY APPLICABLE LAW.

4.08. This Deed may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts shall together constitute but one and the same deed.

4.09. Grantor and Beneficiary shall, upon their mutual agreement to do so, execute such documents as may be necessary in order to effectuate the modification of this Deed, including the execution of substitute deeds of trust, so as to create two or more liens on or security titles in respect of the Mortgaged Property in such amounts as may be mutually agreed upon; in such event, Grantor covenants and agrees to pay the reasonable fees and expenses of Beneficiary and its counsel in connection with any such modification.

4.10. This Deed (and unless a contrary intention is expressly provided, each other Loan Document) is freely assignable, in whole or in part, by the Beneficiary and, to the extent of any such assignment, the Beneficiary shall be fully discharged from all responsibility. The Beneficiary's assignee shall, to the extent of the assignment, be vested with all the powers and rights of the Beneficiary hereunder and under the other Loan Documents, and to the extent of which assignment the assignee may fully enforce such rights and powers as secured party and all references to the Beneficiary shall mean and refer to such assignee. The Beneficiary shall retain all rights and powers hereby given which are not so assigned, transferred and/or delivered. Without limiting the foregoing, the Grantor understands and agrees that the Beneficiary intends to and may, from time to time, sell, pledge, grant a security interest in and collaterally assign, transfer and deliver or otherwise encumber or dispose of the Promissory Note, this Deed and the other Loan Documents and its rights and powers hereunder and thereunder, in whole or in

part, in connection with the Securitization or any other assignment or other disposition of the Promissory Note. The Grantor may not, in whole or in part, directly or indirectly, assign this Deed or any Loan Document or its rights hereunder or thereunder or delegate its duties hereunder without, in each instance, the specific prior written consent of the Beneficiary, which consent may be withheld or delayed in the Beneficiary's sole discretion, and payment of the amounts required under and compliance with Section 13(b) of the Promissory Note. For purposes of this Deed, a change in control (whether by stock sale, issuance or otherwise) shall constitute an assignment hereof.

4.11. Unless expressly provided otherwise, in the event that ownership of this Deed and title to the fee and/or leasehold estates in the Premises encumbered hereby shall become vested in the same person or entity, this Deed shall not merge in said title but shall continue to be and remain a valid and subsisting lien and/or trust deed on said estates in the Premises for the amount secured hereby.

4.12. GRANTOR HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, AND BENEFICIARY BY ITS ACCEPTANCE OF THE PROMISSORY NOTE AND THIS DEED AND OTHER LOAN DOCUMENTS IRREVOCABLY AND UNCONDITIONALLY WAIVES, ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, SUIT OR COUNTERCLAIM ARISING IN CONNECTION WITH, OUT OF OR OTHERWISE RELATING TO THE PROMISSORY NOTE, THIS DEED, OR ANY OTHER LOAN DOCUMENT OR THE OBLIGATIONS.

4.13. GRANTOR HEREBY ACKNOWLEDGES AND AGREES THAT IT MAKES ALL OF THE WAIVERS, AGREEMENTS AND CONSENTS ("WAIVERS") SET FORTH IN THIS DEED KNOWINGLY, INTENTIONALLY, VOLUNTARILY, WITHOUT DURESS, AND ONLY AFTER EXTENSIVE CONSIDERATION OF THE RAMIFICATIONS OF SUCH WAIVERS WITH ITS COUNSEL; GRANTOR FURTHER ACKNOWLEDGES THAT SUCH WAIVERS ARE A MATERIAL INDUCEMENT TO BENEFICIARY TO MAKE THE LOANS TO GRANTOR AND THAT BENEFICIARY WOULD NOT HAVE MADE THE LOANS WITHOUT SUCH WAIVERS. GRANTOR ACKNOWLEDGES THAT IT HAS SUFFICIENT KNOWLEDGE AND EXPERIENCE TO BE CAPABLE OF EVALUATING THE RISKS OF ITS OBLIGATIONS. IF ANY OF THE WAIVERS HEREIN ARE DETERMINED TO BE UNENFORCEABLE UNDER APPLICABLE LAW, SUCH WAIVERS SHALL BE EFFECTIVE TO THE MAXIMUM EXTENT PERMITTED BY SUCH LAW.

4.14. The information set forth on the cover hereof is hereby incorporated herein.

IN WITNESS WHEREOF, this Deed has been duly executed by Grantor.

Topaz Lake Water Co., Inc.,
a Nevada corporation

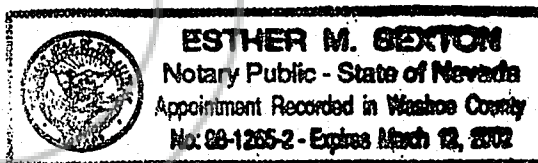
By: *R.A.C.*
Robert A. Cashell, Jr.
President

CORPORATE ACKNOWLEDGEMENT

STATE OF NEVADA)
) ss.
COUNTY OF Washoe)

On this 19th day of March, 2001, personally appeared before me, a Notary Public, Robert A. Cashell, Jr. personally known (or proved) to me to be the person whose name is subscribed to the foregoing instrument who acknowledged that he executed the instrument in his capacity and within his authority as President of Topaz Lake Water Co., Inc., a Nevada corporation.

Esther M. Sexton
Notary Public



My commission expires:
Mar. 12, 2002

SCHEDULE A

PREMISES

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

Lot 70, as shown on the Amended Map of TOPAZ LODGE SUBDIVISION, FIRST AND SECOND SECTIONS, filed in the office of the County Recorder of Douglas County, State of Nevada, on September 16, 1958, in Book 3 of Maps, Page 3, as File No. 13594

A.P.N. 39-156-06

1979 U.S. Highway 395 S.
Gardnerville, Nevada

Unit: Topaz

Record Owner: Topaz Lake Water Co., Inc.

REQUESTED BY
WESTERN TITLE COMPANY, INC.
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

2001 MAR 29 PM 3: 06

LINDA SLATER
RECORDER

22 PAID K2 DEPUTY

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