

EXHIBIT "A"

LEGAL DESCRIPTION

ESCROW NO.: 010801739

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

A Parcel of land, located in the Southwest corner of the Southwest corner of Section 3, Township 12 North, Range 19 East, M.D.B.&M., Douglas County, Nevada, more particularly described as follows:

COMMENCING at the Southwest corner of said Section 3, proceed North $0^{\circ}12'19''$ West 467.41 feet along the Section line to the TRUE POINT OF BEGINNING, which is the Southwest corner of the parcel; continue thence North $0^{\circ}12'19''$ West 165.29 feet along the Section line to the Northwest corner of the parcel; thence North $83^{\circ}13'55''$ East, 254.19 feet to a point on the right-of-way line of the cul-de-sac of Sierra Court; thence Southeasterly around a curve to the left having a radius of 45 feet, a central angle of $83^{\circ}26'14''$ and a length of 65.53 feet along said right-of-way, to a point, thence South $0^{\circ}12'19''$ East, 312.70 feet to the Southeast corner of the parcel; thence North $62^{\circ}10'45''$ West, 336.72 feet to the POINT OF BEGINNING.

A.P.N. 1219-03-002-026

"IN COMPLIANCE WITH NEVADA REVISED STATUTE 111.312, THE HEREIN ABOVE LEGAL DESCRIPTION WAS TAKEN FROM INSTRUMENT RECORDED NOVEMBER 9, 1971, AS FILE NO. 55292, RECORDED IN THE OFFICIAL RECORDS OF DOUGLAS COUNTY, STATE OF NEVADA."

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ATTACHMENT TO GRANT DEED

AGREEMENT FOR SALE OR BUY-OUT

This Agreement is by and between Rena McCarthy (hereinafter referred to as "Rena") and William Bassett IV, (hereinafter referred to as "William") entered into this 24 day of August, 2001 at South Lake Tahoe, California.

R E C I T A L S

WHEREAS, Rena and William plan to acquire a residence together in Gardnerville, Nevada;

WHEREAS, the full address of the residence is 217 Jobe Court, Gardnerville, Nevada (herein referred to as the "residence");

WHEREAS, Rena plans to solely make the down payment of \$200,000.00 on the purchase of the subject residence;

WHEREAS, Rena and William desire to express their agreement concerning their joint ownership of the subject residence;

NOW, THEREFORE, the parties agree as follows:

1. Prior to an event of separation of the parties (as set forth more fully below), in the event the parties agree to sell the residence, the parties agree to divide the proceeds from such sale based upon a percentage of monies each party paid towards the purchase price and subsequent mortgage payments on the residence. The parties shall determine the division of the proceeds as follows: first, each party shall determine the total of all monies paid by said party on the residence from the down payment on the residence and the mortgage payments on the residence (the amount paid by each party is hereinafter referred to as the INDIVIDUAL CONTRIBUTIONS); the total of all INDIVIDUAL CONTRIBUTIONS shall be referred to as the TOTAL PAYMENT. To determine the allocation of sale proceeds the TOTAL PAYMENT shall be divided into the INDIVIDUAL CONTRIBUTION, and the resulting percentage shall be that party's percentage interest in the sale proceeds of the

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residence. William acknowledges that Rena has paid \$200,000.00 as a down payment towards the purchase of the residence.

2. In the event the parties separate, there shall initially be a 45 day cooling off period. If the parties have not done so during the cooling off period, they agree to meet thereafter and discuss attending counseling regarding their relationship. If it is determined by one or both parties that counseling would not be beneficial, and thus that the separation/dissolution shall be permanent, the parties agree to attend mediation to attempt to reach a resolution regarding all property issues regarding the subject residence. If unable to do so, the following provisions shall govern.

3. In the event the parties determine to end their relationship or if William decides to sell his interest in the residence, Rena shall have the first option to remain in the residence and to purchase William's interest in the residence. To exercise this option, Rena is to provide written notice to William of her intent to exercise her option. The value of William's interest in the residence in the event Rena exercises her option, shall be calculated on the same basis as William's interest in the sale proceeds of the residence had the property been sold pursuant to Paragraph 1 above. In the event Rena exercises her option to purchase, the value of the residence shall be determined by appraisal. William shall be entitled to a percentage portion of the net value of the residence after the deduction of any encumbrances against the appraised value of the residence. The appraised value of the residence shall be determined by one of the following methods: if the parties agree, one appraiser may be selected and the appraised value determined by said appraiser shall be considered the value of the residence; if the parties do not agree on one appraiser, then each party shall select a licensed appraiser of their own choosing and the two appointed appraisers shall select a third appraiser. The three appraisals shall be added together and

divided by three, and the result shall be deemed the appraised value of the residence. In the event of a buy-out, William shall convey an appropriate deed, conveying his interest to Rena, concurrently upon payment of the buy-out amount. Except as provided for hereinbelow, Rena shall have 120 days from the date of separation to acquire William's interest; otherwise, if there is no buy-out by Rena within the time provided above, the residence shall be sold pursuant to Paragraph 1, above. In the event there is a dispute as to the calculations for the buy-out by Rena under this paragraph, then the 120 day period to acquire William's interest shall be extended for 30 days after the amount of the buy-out has been determined. Upon the exercise of the buy-out provision and the subsequent payment by Rena, William shall have no further interest in the residence.

3. The parties agree that title to the property shall be held as tenants in common, and shall include the following language: "Said ownership is subject to that certain agreement entitled, 'Attachment to Grant Deed/Agreement for Sale or Buy-Out' entered into by Rena McCarthy and William Bassett IV on August ___, 2001 attached hereto and made part hereof".

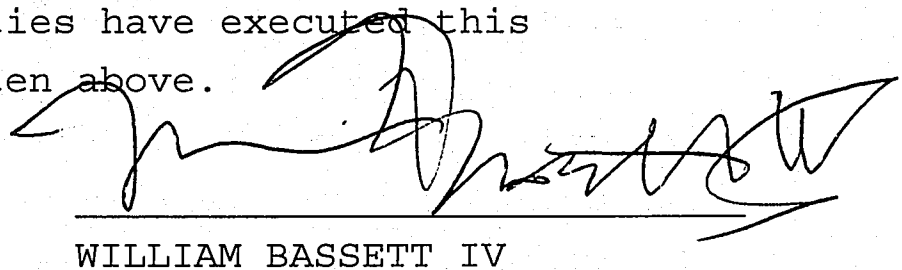
4. The parties intend to marry, and in the event that the parties set a date for marriage, the parties agree that a premarital agreement between them shall include the herein agreement concerning the residence.

5. The prevailing party in any enforcement of this Agreement shall be entitled to attorney's fees and court costs in addition to any other relief granted by a court of competent jurisdiction.

6. The parties shall notarize this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.


RENA McCARTHY


WILLIAM BASSETT IV

STATE OF Nevada)
) SS.
COUNTY OF Douglas)

This instrument was acknowledged before me on August 24 2001,
199, by RENA MCCARTHY & William BASSETT IV



Lori Mae Silva
Notary Public

COPIES

REQUESTED BY
William Bassett & Rena McCarthy
IN OFFICIAL RECORDS OF
DOUGLAS CO. NEVADA

2001 AUG 24 PM 12:39

LINDA SLATER
RECORDER

\$12⁰⁰ PAID Kg DEPUTY

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