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**LEASEHOLD AND FEE DEED OF TRUST, FIXTURE FILING AND
SECURITY AGREEMENT WITH ASSIGNMENT OF RENTS**

THIS LEASEHOLD AND FEE DEED OF TRUST, FIXTURE FILING AND SECURITY AGREEMENT THE ASSIGNMENT OF RENTS (the "Deed of Trust") is made as of the 22 day of January, 2002, by and among ASPEN INTERNATIONAL MARKETING, LTD., a Nevada corporation, as Debtor and Trustor ("Trustor"), WESTERN TITLE COMPANY, INC., a Nevada corporation, as Trustee ("Trustee"), and MD TURBINE GROUP, INC., a Nevada corporation, as Secured Party and Beneficiary (hereinafter referred to as "Beneficiary").

WITNESSETH:

THAT TRUSTOR:

Grants the following described Real Property and Collateral to Trustee, in trust, with power of sale, to have and to hold the same unto Trustee and its successors in interests for and on behalf of Beneficiary upon the trusts, covenants and agreements herein expressed:

DESCRIPTION OF COLLATERAL

All that certain real property, and the interests of Trustor therein, situate in the County of Douglas, State of Nevada, that is more particularly described on that certain exhibit marked **Exhibit A**, affixed hereto and by this reference incorporated herein and made a part hereof, together with all buildings, structures and all other improvements and fixtures that are, or that may be hereafter erected or placed thereon or therein, and all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the rents, issues, profits and income thereof (collectively the "Real Property"), subject, however to the absolute assignment given to Beneficiary in Section 11 hereof, and to which Section this grant to the Trustee is subject and subordinate, and all the estate, right, title, property, possession, interest or other claim or demand, in law or in equity which Trustor now has or may hereafter acquire in or to the said Real Property, or any part thereof, with appurtenances, including, but not limited to, all right, title and interest which Trustor now has or may hereafter obtain under the following lease agreements:

That certain Lease recorded as Document Number 0493669, Book 0600, Page 1798, in the Douglas County Recorder's Office, under date of May 4, 2000, by and between Douglas County, a political subdivision of

the State of Nevada (referred to herein, together with its successors and assigns as lessor under any of the Real Property Leases, which are referred to below, as "Douglas County Lease" or "Real Property"), as lessor, and ASPEN INTERNATIONAL MARKETING, LTD., as lessee. The Douglas County Lease, grants a leasehold interest to Trustor (the "Douglas County Leasehold Estate") in the real property which is designated in **Exhibit A** to the Douglas County Lease, which is attached hereto as **Exhibit A** and incorporated by reference herein (the "Douglas County Real Property"). All references herein to the Douglas County Lease shall include the Douglas County Lease as it may hereafter be extended, renewed, restated, amended or otherwise modified; and The Douglas County Leasehold Estate is hereinafter referred to as the "Leasehold Estates". The Douglas County Real Property is hereinafter referred to as the "Leasehold Property".

Together with any and all other rights pertaining to or appurtenant to the said Real Property and the interests of Trustor therein whether now owned or hereafter acquired.

Together with all water rights and rights to the use of water that are now or that may be hereinafter used in connection with the said Real Property or any part thereof, or any improvements or appurtenances thereto.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining and the reversion and reversions, remainder and remainders thereof and all the estate, right, title and interest which the Trustor now has or hereafter may acquire of, in and to the Real Property, or any part thereof, with the appurtenances.

THAT TRUSTOR:

Grants a security interest to Beneficiary in the following described Collateral which the Trustor now has or may hereafter acquire:

DESCRIPTION OF COLLATERAL

All that certain personal property, described herein below as follows, and the interests of Trustor therein, whether now owned or hereafter acquired (collectively the "Personal Property"):

- a. All chattels, furnishings, equipment, fixtures, personal property, and all other contents of every kind and nature, used in connection with or placed prior to the satisfaction of the obligations hereby secured, in each and every building or structure that is now or that may be hereinafter erected on the Real Property, including machinery, materials and equipment now or which may

hereafter be used in construction on, or operation of, the Real Property, including, but not by way of limitation, heating and lighting equipment and fixtures, generators, oil burners, furnaces, piping, heating, refrigeration, plumbing, air conditioning, gas and electrical equipment, apparatus and fixtures, sprinkler systems and other fire prevention or extinguishing equipment or apparatus which are now or may hereafter be located at the Real Property;

b. All present and future goods, including, without limitation, all consumer goods, farm products, inventory, equipment, gaming devices and associated equipment as defined in Nevada Revised Statutes Chapter 463, machinery, tools, molds, dies, furniture, fixtures, trade fixtures, motor vehicles and all other goods used in connection with or in the conduct of Trustor's business;

c. All present and future inventory and merchandise, including, without limitation, all present and future goods held for sale or lease or to be furnished under a contract of service, all raw materials, work in progress and finished goods, all packing materials, supplies and containers relating to or used in connection with any of the foregoing, and all bills of lading, warehouse receipts or documents of title relating to any of the foregoing;

d. All present and future accounts, accounts receivable, room rentals, agreements, contracts, leases, contract rights, rights to payment, instruments, documents, chattle paper, security agreements, guaranties, undertakings, surety bonds, insurance policies, notes and drafts, and all forms of obligations owing to Trustor or in which Trustor may have any interest, however created or arising;

e. All present and future general intangibles, all tax refunds of every kind and nature to which Trustor now or hereafter may become entitled, however, arising, all other refunds, and all deposits, goodwill, choses in action, trade secrets, computer programs, software, customer lists, trademarks, trade names and service marks, patents, licenses, copyrights, technology, processes, proprietary information and insurance proceeds;

f. All present and future deposit accounts of Trustor, including, without limitation, any demand, time, savings, passbook or like account maintained by Trustor with any bank, savings and loan association, credit union or like organization, and all money, cash and cash equivalent of Trustor, whether or not deposited in any such deposit account;

g. All present and future books and records, including, without limitation, books of account and ledgers of every kind and nature, all electronically recorded data relating to Trustor or its business, all receptacles and containers for such records, and all files and correspondence;

h. All present and future stocks, bonds, debentures, securities, subscription rights, options, warrants, puts, calls certificates, partnership interests, joint venture interests, investments and/or brokerage accounts and all rights, preferences, privilege, dividends, distributions, redemption payments, or liquidation payments with respect thereto;

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

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

k. All present and future water rights, including without limitation, all water rights and rights to the use of water that are now or that may be hereafter used in connection with the said Real Property, or any part thereof, including, but not limited to, riparian, appropriative, correlative or prescriptive rights in any surface and groundwater sources and any improvements or appurtenances thereto;

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

m. All other tangible and intangible personal property of Trustor;

n. All rights, remedies, powers and/or privileges of Trustor with respect to any of the foregoing; and

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

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

SUBJECT, HOWEVER, to the following:

(i) The right of Trustor to sell or otherwise dispose of Personal Property in the ordinary course of business, free and clear of the lien hereof, provided that such items are replaced with Personal Property of equivalent value and quality; and

(ii) The leases and/or purchase money security interests pursuant to which Trustor has acquired an interest in the fixtures or personalty covered hereby.

The Real Property, the Personal Property and other Collateral described hereinabove shall hereinafter collectively be referred to as the "Property".

FOR THE PURPOSE OF SECURING:

FIRST: Payment of the principal sum of One Hundred Twenty-Five Thousand Dollars (\$125,000.00) or such amount as may be advanced and unpaid under the Secured Promissory Note, together with interest thereon, according to the terms of the Secured Promissory Note of even date herewith made by Trustor, payable to the order of Beneficiary according to the tenor and effect of said Secured Promissory Note, and all renewals, extensions, amendments, restatements and modifications of said Secured Promissory Note (hereinafter the "Note").

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

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

AND THIS INDENTURE FURTHER WITNESSETH:

1. Trustor agrees: (a) to properly care for and keep said Property in good condition and repair; (b) not to remove or demolish any building thereon; (c) to complete in a good and workmanlike manner any building which may be constructed thereon, and to pay when due all claims for labor performed and materials furnished therefor; (d) to comply with all laws, ordinances and regulations relating to any

alterations or improvements made thereon; (e) not to commit or permit any waste thereof; (f) not to commit, suffer or permit any act to be done in or upon said Property in violation of any law, covenant, condition or restriction affecting said Property; and (g) to cultivate, irrigate, fertilize, fumigate, prune and/or do any other act or acts, all in a timely and proper manner, which, from the character or use of said Property, may be reasonably necessary, the specific enumerations herein not excluding the general.

2. Trustor agrees to pay and discharge all reasonable costs, fees and expenses of this trust incurred by Beneficiary in connection with any default hereunder or under the Note.

3. During the continuance of this trust, Trustor covenants to keep the Personal Property and the Real Property (including all improvements that may now or at any time be situate on the Real Property) insured against loss by fire, flood earthquake (to the extent the same is commercially available), course of construction, hazard, and all other risks covered by "all risk" insurance, with extended coverage and such other endorsements as shall be reasonably required by Beneficiary. All monies received from fire, earthquake, flood, course of construction, hazard and "all risk" extended insurance policies shall be paid directly to Beneficiary and shall be held or released by Beneficiary. Copies of the policy or policies of said insurance shall be delivered to Beneficiary upon Beneficiary's written request, as further security, and in default thereof, Beneficiary may procure such insurance and expend for such purpose such sum or sums as Beneficiary shall deem reasonably necessary.

4. Trustor shall observe and perform each and every, material obligation imposed upon the lessee under the provisions of the Real Property Lease and Trustor hereby specifically agrees that any failure of Trustor to so observe and perform any such material obligation ("Lease Obligation") shall constitute a default under this Deed of Trust with the same force and effect as if such Lease Obligation were specifically set forth in this instrument as an obligation of Trustor hereunder. Whenever and as often as Trustor shall fail to observe or perform any Lease Obligation, then such failure shall, at the option of Beneficiary, constitute an Event of Default, thereby authorizing the Beneficiary to declare the unpaid balance of the Note immediately due and payable, together with all interest accrued thereon, and to proceed to foreclosure hereunder or the Beneficiary may, at the Beneficiary's option and at Trustor's expense, enter upon the Real Property and perform or cause to be performed work, labor services or any act or thing to cure such failure, including the payment of any rent, cost or charge payable by Trustor under the Real Property Lease. Either of the options hereinabove set forth may be exercised from time to time and as many times as may be desired by the Beneficiary. Provided, however, Beneficiary shall not be obligated to perform or discharge any obligation or duty to be performed or discharged by Trustor under the Real Property Lease, and Trustor hereby agrees to indemnify the Beneficiary for, and to save it harmless from, any and all liability arising from the Real Property Lease, or from the Deed of Trust, and this Deed of Trust shall not place responsibility for the control, care, management or repair of the property which is the subject of the Real

Property Lease upon the Beneficiary, or make the Beneficiary, responsible or liable for any negligence in the management, operation, upkeep, repair or control of the Leasehold Estate resulting in loss or injury or death to any tenant, guest, licensee, employee or stranger.

5. Trustor shall use Trustor's best efforts to enforce the obligations of Douglas County under the Real Property Lease and if at any time Beneficiary desires Trustor to exercise and enforce any rights in favor of the lessee under the Real Property Lease, Trustor, after notice and demand by the Beneficiary specifying the right or rights to be exercised and enforced, shall, at Trustor's cost, diligently and faithfully exercise and enforce such right or rights, and the provisions of this Deed of Trust shall not be deemed to prohibit the Beneficiary from taking any action, including without limitation, legal proceedings which Beneficiary deems appropriate to exercise any of such rights or to enjoin any violation of the Real Property Lease, but the Beneficiary shall not have any obligation to take any such action.

6. Trustor hereby assigns to Beneficiary to secure payment of the indebtedness secured hereby all rights, privileges, titles, and interests now or hereafter acquired by Trustor under or by virtue of the Real Property Lease and any and all causes of action relating thereto or arising under the Real Property Lease, and Trustor further agrees that Trustor shall promptly furnish to Beneficiary each and every notice received from Douglas County under the Real Property Lease which provides, or purports to provide, notice of a default thereunder.

7. The curing by Beneficiary of any default by Trustor under the Real Property Lease shall not remove or waive, as between Trustor and Beneficiary, the default which occurred hereunder by virtue of the default by Trustor under the Real Property Lease, and all sums expended by Beneficiary in order to cure any such default and costs and expenses incurred by Beneficiary in connection with the curing of such default shall be paid by Trustor to Beneficiary upon demand, with interest thereon at the "Default Rate" set forth in the Note from the date of advancement until paid, and any such indebtedness shall be deemed to be secured by, and shall constitute a part of the indebtedness secured by this Deed of Trust.

8. Trustor hereby represents and warrants that: (a) the Real Property Lease is currently in full force and effect and unmodified, (b) there is no existing default under the Real Property Lease by reason of an act or omission of Douglas County or Trustor, thereunder and, to the best of Trustor's knowledge, no event has occurred which with the lapse of time or the giving of notice, or both, will constitute a default or authorize Douglas County, or Trustor to terminate the Real Property Lease, and (c) all rentals under the Real Property Lease, if any, accrued to date have been paid and neither Douglas County nor Trustor claim any present charge, lien or claim of offset against any sums due under the terms of the Real Property Lease.

9. The Trustor further covenants, warrants and represents:

a. Except as required under the terms of the Real Property Lease, the Trustor will not subordinate or consent to the subordination of the Real Property Lease to any mortgage lien, encumbrance or other charge, without Beneficiary's prior written consent.

b. The Trustor shall give the Beneficiary immediate notice of any default under either of the Real Property Lease or of the receipt by the Trustor of any notice of default from Douglas County thereunder, as the case may be, and the Trustor shall furnish the Beneficiary immediately any and all information which the Beneficiary may request concerning the performances and observance of all covenants, agreements and conditions contained in the Real Property Lease, to be kept, observed and performed and concerning the compliance with all terms and conditions of the Real Property Lease. The Trustor hereby authorizes the Beneficiary or its representatives to make investigations and examinations concerning such performance, observance and compliance, and copies of any and all notices, communications, plans, specifications or other instruments or documents received or given by the Trustor in any way relating to or affecting the interest of either Douglas County or Trustor in the Leasehold Real Property.

c. The Trustor shall not, without the prior express written consent of the Beneficiary, permit the fee title to the Leasehold Real Property to merge with any of the Leasehold Estate. Trustor shall always keep such Leasehold Estate separate and distinct from the fee interest in the Leasehold Real Property notwithstanding the union of such estate whether in Douglas County, the Trustor or in a third party by purchase or otherwise; and in the case that Trustor acquires fee title or any other estate, title or interest in any of the Leasehold Real Property, this Deed of Trust shall attach to and cover and be a lien upon the fee title or such other estate so acquired, and such fee title or other estate shall, without further assignment, mortgage or conveyance, become and be subject to the lien of and be covered by this Deed of Trust. The Trustor shall notify the Beneficiary of any such acquisition by the Trustor and, upon written request of the Beneficiary, shall cause to be executed and recorded all such other and further assurances or other instruments in writing as may, in the opinion of the Beneficiary, be required to carry out the intent and meaning of this provision.

d. In the event that Douglas County, or any trustee for Douglas County, as the case may be, rejects the Real Property Lease, as contemplated by Subsection 365(h)(1) of the Bankruptcy Reform Act of 1978, as amended (the "Bankruptcy Code"), or as contemplated by any successor statute, successor statute, then upon such occurrence, the Trustor shall not, without the Beneficiary's express prior written consent, elect to treat the Real Property Lease or the respective Leasehold Estate as terminated under said Subsection 365(h)(1), and any such election made without Beneficiary's prior written consent shall be void and ineffective.

e. The Trustor shall, promptly after obtaining knowledge thereof, give written notice to the Beneficiary of any actual or contemplated filing by or against Douglas County of a petition under the Bankruptcy Code, and use its best efforts to give prompt oral notice to the Beneficiary of such actual or contemplated filing. The aforesaid written notice shall set forth any information available to the Trustor concerning the date or anticipated date of such filing, the court in which such petition was filed or is expected to be filed, and the relief sought therein. The Trustor shall, promptly after receipt thereof, deliver to the Beneficiary any and all notices, summonses, pleadings, applications and other documents received by the Trustor in connection with any such petition and any proceeding relating thereto.

10. That Trustor shall pay prior to default or delinquency: (a) all taxes, assessments and other governmental charges or levies affecting the Property, or any part thereof except as such taxes, assessments and other governmental charges or levies as are being contested in good faith; and (b) all other charges and encumbrances which now are, or shall hereafter be, or appear to be a lien prior to the lien of this Deed of Trust.

11. Upon the occurrence of any Event of Default, as defined in the Note, Beneficiary may, at any time, either in person, by agent or by a receiver to be appointed by any court of competent jurisdiction, enter upon and take possession of the Property, or any part thereof, sue for or otherwise collect all rents, issues and profits and apply the same, less reasonable costs and expenses of operation and collection, including reasonable attorney's fees upon any indebtedness secured hereby. Notwithstanding any language contained herein, or in any other document, to the contrary, Trustor hereby unconditionally, irrevocably and absolutely assigns and transfers to Beneficiary, without having to first take possession of the Property, all rents, issues, profits, and income derived from the Property and from any business activity conducted on or with the Property, and each and every part thereof, including all present and future lease and rental agreements, reserving unto Trustor a license to collect such rents, issues, profits and income prior to written notice to Trustor of the occurrence of an Event of Default, as defined herein or in the Note. Subsequent to the occurrence of an Event of Default, as defined herein or in the Note, and written notice thereof to tenant, the license granted hereunder to collect rents, issues, profits and income shall be deemed to have been revoked, and thereafter, any rents, issues, profits and income, including those past due, unpaid or undetermined, shall be collected, at any time without notice, by Beneficiary, its agent, or a receiver appointed by a court of competent jurisdiction, and shall be applied, less costs and expenses of operation and collection, including reasonable attorneys' fees, to any indebtedness and/or obligations secured hereby. If any such rents, leases, profits and income are collected by Trustor in violation of this provision, such rents, issues, profits and income shall be held in trust for the benefit of Beneficiary. The collection of such rents, issues, profits and income hereunder, and the application thereof so aforesaid, shall not cure or constitute a waiver of any default or notice of default hereunder or invalidate any act done pursuant to such notice. Trustor and Beneficiary intend that this assignment

shall be a present, absolute and unconditional assignment, not an assignment for additional security only, and shall, immediately upon the execution hereof, subject to the licence granted above, give Beneficiary, and its agent, the right to collect the rents, issues, profits and income and to apply them as aforesaid. Nothing contained herein, nor any collection of rents, leases, profits and income by Beneficiary, or its agent or a receiver, shall be construed to make Beneficiary a "Mortgagee-in-Possession" of the Property so long as Beneficiary has not itself entered into actual possession of the Property.

12. Trustor hereby represents that, there is no assignment or pledge of any lease of, or rentals or income from, said Property now in effect, and covenants that until the Note is fully paid, it will not make any such, assignment or pledge to anyone other than Beneficiary nor will it accept any periodic payments which are to be made pursuant to such lease or rental more than ten (10) days in advance of the date on which such payments are due.

13. Should the Trustor fail to make any payment or perform any act which it is obligated to make or perform hereby, then the Trustee, or Beneficiary, at the election of either of them, after the giving of reasonable notice to the Trustor, or any successor in interest of the Trustor, or any of them and without releasing Trustor from any obligation hereunder, may make such payment or perform such act and incur any liability, or expend whatever amounts, in its absolute discretion, it may deem necessary therefor. All sums incurred or expended by the Trustee, or Beneficiary, under the terms hereto, shall become due and payable by the Trustor to the Trustee, on the next interest or installment payment date under the Note secured hereby and shall bear interest until paid at an annual percentage rate equal to the Default Rate expressed in the Note. In no event shall payment by Trustee or Beneficiary be construed as a waiver of the default occasioned by Trustor's failure to make such payment or payments.

14. Trustor promises and agrees that if, during the existence of this trust, there be commenced or pending any suit or action affecting said Property, or any part thereof, or the title thereto, or if any adverse claim for or against said Property, or any part thereof, be made or asserted, it will appear in and defend any such matter purporting to affect the security and will pay all costs assessed against it pursuant to such action and damages arising because of such action. Trustor shall not initiate or acquiesce in any change in any zoning or other land use classification now or hereafter in effect and affecting the Property or any part thereof without in each case obtaining Beneficiary's prior written consent thereto.

15. Any award of damages payable to Trustor in connection with any condemnation for public use of, or injury to, said Property, or any part thereof, is hereby assigned and shall be paid to Beneficiary, who shall apply or release such monies received by it in the same manner and with the same effect as provided for disposition of insurance proceeds.

16. By accepting payment of any indebtedness secured hereby after its due date, Beneficiary does not waive its right either to require prompt payment, when due, of all other indebtedness so secured or to declare default, as herein provided, for failure to so pay.

17. At any time, and from time to time, without liability therefor and without notice to Trustor, upon written request of Beneficiary and presentation of this Deed of Trust and the Notes secured hereby for endorsement, and without affecting the effect of this Deed of Trust upon the remainder of said Property, Trustee may: reconvey to Trustor any part of said Property; consent in writing to the making of any map or plat thereof; join in granting any easement thereon, or joining any extension agreement or subordination agreement in connection herewith.

18. The Beneficiary may without notice to or consent of Trustor extend the time of the payment of any indebtedness secured hereby to any successor in interest of the Trustor without discharging the Trustor from liability thereon. Except as otherwise permitted in the Note, or this Deed of Trust, if the Trustor shall sell or convey or create or permit to exist any mortgage, pledge, security interest or other encumbrance or in any other manner alienate any real or personal property hereby encumbered or any part thereof, or shall enter into any agreement for the same, or any interest therein, or shall be divested of its title in any manner or way, whether voluntary or involuntary or by merger without the written consent of Beneficiary being first had and obtained (which consent may be withheld in the sole discretion of Beneficiary), any indebtedness or obligation secured hereby, irrespective of the maturity dates expressed in the Note evidencing the same, at the option of Beneficiary, and without demand or notice, shall immediately become due and payable.

19. Upon receipt or written request from Beneficiary reciting that all sums secured hereby have been paid and upon surrender of this Deed of Trust and the Note secured hereby to Trustee for cancellation and retention, or such other disposition as Trustee, in its sole discretion, may choose, and upon payment of its fees, the Trustee shall reconvey, without warranty or recourse, the Property then held hereunder. The recitals in such reconveyance of any matters of fact shall be conclusive proof of the truth thereof. The grantee in such reconveyance may be described in general terms as "the person or persons legally entitled thereto".

20. Upon the occurrence of any Event of Default as may be defined herein or in the Note, Beneficiary may declare all indebtedness secured hereby immediately due and payable.

21. Trustor promises and agrees that if, during the existence of the trust, there be commenced or pending any suit or action affecting the Property, or any part thereof, or the title thereto, or if any adverse claim for or against the Property, or any part thereof, be made or asserted, then, in that event, the Trustee or Beneficiary, unless such suit or action is being contested in good faith by Trustor and Trustor shall

have established and maintained adequate reserves with Beneficiary for the full payment and satisfaction of such suit or action if determined adversely to Trustor, may appear or intervene in the suit or action and retain counsel therein and defend same, or otherwise take such action therein as they may be advised and may pay and expend such sums of money as the Trustee or Beneficiary may deem to be necessary and Trustor shall pay all reasonable costs and expenses of Trustee and Beneficiary incurred in connection therewith.

22. Upon the occurrence of any Event of Default under the Note, and if the notice of breach and election to sell, required by Chapter 107 of the Nevada Revised Statutes, be first recorded, then Trustee, its successors or assigns, on demand by Beneficiary, shall sell the Property, in order to accomplish the objects of these trusts, in the manner following, namely:

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

23. The Trustee, upon such sale, shall make (without warranty or recourse), execute and, after due payment made, deliver to purchaser or purchasers, his or their heirs or assigns, a deed or deeds (or where applicable a bill of sale or bills of sale) of the Property so sold which shall convey to the purchaser all the title of the Trustor in the Property, and shall apply the proceeds of the sale thereof in payment, firstly, of the expenses of such sale, together with the reasonable expenses of the trust, including, but not limited to, Trustee's Sale Guarantee, and counsel fees, in a reasonable amount, which shall become due upon any default made by Trustor in any of the payments aforesaid; and also such sums, if any, as Trustee or Beneficiary shall have paid, for procuring a search of the title to the Property, or any part thereof, subsequent to the execution of the Deed of Trust; and in payment, secondly, in reduction of the Note.

24. In the event of a sale of the Property conveyed or transferred in trust, or any part thereof, and the execution of a deed or deeds therefor under such trust, the recital therein of default, and of recording notice of breach and election of sale, and of the elapsing of the period required by law, and of the giving of notice of sale, and of a demand by Beneficiary that such sale should be made, shall be conclusive proof of such default, recording, election, elapsing of time, and of the due giving of such notice, and that the sale was regularly and validly made on due and proper demand by Beneficiary; and any such deed or deeds with such recitals therein shall be effectual and conclusive against Trustor, its successors and assigns, and all other persons; and the receipt for the purchase money recited or contained in any deed executed to the purchaser as aforesaid shall be sufficient discharge to such purchaser from all obligation to see to the proper application of the purchase money, according to the trusts aforesaid and in addition to any other remedy.

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

26. This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, devisees, administrators, executors, successors, and assigns. It is expressly agreed that the Trust created hereby is irrevocable by Trustor.

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

28. Trustor agrees to pay any deficiency arising from any cause after application of the proceeds of the sale contained herein.

29. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

30. This Deed of Trust constitutes a Financing Statement filed as a fixture filing in the Official Records of the County Recorder of the County in which the Property is located with respect to any and all fixtures included within the term "Property" as

used herein and with respect to any goods or other Personal Property that may now be or hereafter become such fixtures. The address of Beneficiary, from which information concerning the security interest granted hereunder may be obtained, is:

MD TURBINE GROUP, INC.
ATTN: Jeffrey E. Kirby
500 Damonte Ranch Parkway
Suite 1056
Reno, Nevada 89511

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

a. Proceed as to both the Real Property, the Personal Property and other Collateral in accordance with Beneficiary's rights and remedies in respect to the Real Property; or

b. Proceed as to the Real Property in accordance with Beneficiary's rights and remedies in respect to the Real Property and proceed as to the Personal Property and other Collateral in accordance with Beneficiary's rights and remedies in respect to the Personal Property and other Collateral.

Beneficiary may, in the sole discretion of Beneficiary, appoint Trustee as the agent of Beneficiary for the disposition of the Personal Property and other Collateral in accordance with the Nevada Uniform Commercial Code--Secured Transactions.

If Beneficiary should elect to proceed as to both the Real Property, the Personal Property and other Collateral in accordance with Beneficiary's rights and remedies in respect to Real Property:

a. All the Real Property and all the Personal Property and other Collateral may be sold, in the manner and at the time and place provided in this Deed of Trust and Security Agreement, in one lot, or in separate lots consisting of any combination or combinations of the Real Property, the Personal Property and other Collateral, as the Beneficiary may elect, in the sole discretion of Beneficiary.

b. Trustor acknowledges and agrees that disposition of the Personal Property and other Collateral in accordance with Beneficiary's rights and remedies in respect to real Property, as hereinabove provided, is a commercially reasonable disposition of the collateral.

If Beneficiary should elect to proceed as to the Personal Property and other Collateral in accordance with Beneficiary's rights and remedies in respect to Personal Property and other Collateral, Beneficiary shall have all the rights and remedies conferred on a secured party by NRS 104.9501 to NRS 104.9507, both inclusive.

32. Upon the occurrence of a Default under the Note or upon occurrence of a default in any of the terms, agreements or provisions herein contained, Trustor shall be deemed to have appointed and does hereby appoint Beneficiary the attorney-in-fact of Trustor to prepare, sign, file and record one or more financing statements; any documents of title or registration, or like papers, and to take any other action deemed necessary, useful or desirable by Beneficiary to perfect and preserve Beneficiary's security interest against the rights or interests of third persons.

33. Trustor hereby agrees to indemnify, hold harmless and defend (by counsel of Beneficiary's choice) Beneficiary, and its respective directors, officers, shareholders, employees, agents, successors and assigns from and against any and all claims, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, remedial action requirements, enforcement actions of any kind, and all costs and expenses incurred in connection therewith (including but not limited to attorneys' fees and expenses), arising directly or indirectly, in whole or in part, out of: (a) the presence on or under the Property of any hazardous materials, as defined in the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA") or any releases or discharges of any hazardous materials on, under or from the Property, or (b) any violation of any state Hazardous Materials Laws, or any activity carried on or undertaken on or off the Property, whether prior to or during the term of the Note, and whether by Trustor or any predecessor in title or any employees, agents, contractors or subcontractors of Trustor or any predecessor in title, or any third persons at any time occupying or present on the Property, in connection with the handling, treatment, removal, storage, decontamination, clean-up, transport or disposal of any hazardous materials at any time located or present on or under the property. The foregoing indemnity shall further apply to any residual contamination on or under the property, or affecting any natural resources, and to any contamination of any property or natural resources arising in connection with the generation, use, handling, storage, transport or disposal of any such hazardous materials, and irrespective of whether any such activities were or will be undertaken in accordance with applicable laws, regulations, codes and ordinances. Trustor hereby acknowledges and agrees that, notwithstanding any other provision of this Deed of Trust or the Note to the contrary, the obligations of Trustor under this paragraph shall be unlimited personal obligations of Trustor and shall survive any foreclosure under this Deed of

Trust, any transfer in lieu of, any reconveyance of this Deed of Trust and any satisfaction of the obligations of Trustor in connection with the Note. Trustor acknowledges that Beneficiary's appraisal of the Property is such that Beneficiary would not extend the Note but for the personal liability undertaken by Trustor for the obligations under this paragraph. Trustor and Beneficiary agree that any obligations of Trustor under this paragraph which may also be obligations of Trustor under Note shall be deemed to arise solely under this paragraph and not under the Note. The obligations of Trustor under this paragraph are separate from and in addition to the obligations to pay the indebtedness evidenced by the Note and the other obligations under this Deed of Trust. The liability of Trustor under this paragraph shall not be limited to or measured by the amount of the indebtedness owed under the Note or this Deed of Trust or the value of the Property. Trustor shall be fully and personally liable for all obligations of Trustor under this paragraph and a separate action may be brought and prosecuted against Trustor under this paragraph.

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

35. This Deed Of Trust has been executed pursuant to and is subject to the terms of the Note executed concurrently herewith and Trustor agrees to observe and perform all provisions contained therein.

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

TRUSTOR:

ASPEN INTERNATIONAL MARKETING, LTD.

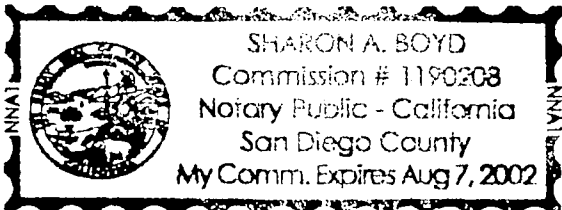
By: Craig J. Shaber
CRAIG J. SHABER

ITS: PRESIDENT

STATE OF California
) ss.
COUNTY OF San Diego

This Instrument was acknowledged before me on January 22, 2002, by CRAIG J. SHABER, as PRESIDENT of/for ASPEN INTERNATIONAL MARKETING, LTD.

Sharon A Boyd
NOTARY PUBLIC



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COPY

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BK0102PG6597

**LEASE BETWEEN DOUGLAS COUNTY
AND
ASPEN INTERNATIONAL MARKETING, LTD.**

DRAFT

LEASE
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**LEASE BETWEEN DOUGLAS COUNTY
AND
ASPEN INTERNATIONAL MARKETING, LTD.**

PREAMBLE

1. Douglas County, as Landlord, and Erect-a-Tube of the West, Inc., as Tenant, entered into a lease on January 1, 1999 to lease premises on the airport. The lease is recorded as document 0456091, at book 1298, pages 2132-2152.
2. This amendment is to create a new lease, rather than assigning the lease, from Erect-a-Tube of the West, Inc. to Aspen International Marketing, Ltd.

1. **PARTIES**

Douglas County, ("County"), a political subdivision of the State of Nevada, and Aspen International Marketing, Ltd. ("Tenant"), mutually agree and promise as follows:

2. **PURPOSE**

The purpose of this Lease is to lease a parcel of real property located at the Minden Tahoe Airport (the "Airport"), shown in Exhibit "A" - legal description, on which Tenant intends to construct improvements as shown in Exhibit "B" - construction exhibits. The Airport, owned by Douglas County, is a public airport located near Minden, Nevada, as shown on the airport layout plan which is on file in the airport administration building. The County is acting solely in its proprietary capacity as the Lessor and not in any governmental capacity unless so stated. The county's representative for purposes of this lease is the Operational Services Director ("Director").

3. **LEASED PREMISES**

In consideration of the rent and faithful performance by Tenant of the terms and conditions and the mutual covenants of this agreement, County leases to Tenant, and Tenant leases from County, subject to all easements and encumbrances of record, the parcel of real property described in Exhibit "A", which contains a private existing square hangar, ("Premises"), and the appurtenant rights included in paragraph 10.

4. **TERM**

This lease is for a term of twenty-five (25) years. The effective date or commencement date of this lease is May 4, 2000.

5. OPTION TO RENEW

Tenant shall have the option to renew this lease for a period of fifteen (15) years upon the expiration of the initial term provided that all terms, covenants and conditions of the initial lease term have been met and fulfilled. All provisions of this lease will carry over with the exception of the rent amount. Other changes which are mutually agreed to by both parties may be made. Written notice of Tenant's intention to renew this lease must be given to County in writing at least 180 calendar days prior to the expiration of the initial term of this lease.

6. RENT

Tenant shall pay the following rent:

Site Rent. Tenant shall pay County an annual rent for the use of premises, payable in advance on the first day of each year during the term of this lease. The initial annual rent amount is (4,320 square feet x 0.115 cents = \$496.80). On an annual basis on each anniversary of the commencement date, the rent amount will be adjusted. The base for computing the adjustment is the Consumer Price Index (CPI), published by the United States Department of Labor, Bureau of Labor Statistics (index), San Francisco - Oakland - San Jose, which is in effect on the date of the commencement of the term (beginning index), or other comparable measurement or index which may replace the CPI. The index published immediately preceding the adjustment date in question (extension index) is to be used in determining the amount of adjustment. If the extension index has increased from the beginning index, the minimum monthly rent for the following period until the next readjustment shall be set by multiplying the minimum monthly rent by a fraction, the numerator of which is the extension index, and the denominator of which is the beginning index. Rent payable for any partial month shall be prorated.

In no case shall the minimum monthly rent be less than the rent in effect immediately prior to the adjustment date then occurring. Site rent will not increase more than 5% per annum aggregate.

7. ADDITIONAL PAYMENT PROVISIONS

A. Late Payments. If the Tenant fails to pay to County any amount payable under this lease within 30 days after the amount is due, Tenant shall pay to County a late charge of \$50.00 per occurrence, plus interest on all unpaid amounts at a rate of 1 and 1/2% per month, or part of a month from the date the payment was due and payable until paid in full. The \$50.00 charge and interest will be assessed per each delinquency.

B. Place of Payment. All rents and fees must be made payable to the Minden Tahoe Airport, and mailed by first class mail, postage prepaid, or personally delivered to the Minden Tahoe Airport Administration Building, 1146 Airport Road, Minden, NV 89423, or as the director may designate.

8. SITE IMPROVEMENT

Tenant shall construct all site improvements on the premises as shown in exhibit "B", Construction Exhibits.

9. MAINTENANCE, REPAIR AND STORAGE

A. Tenant must, at its sole cost and expense throughout the term of this Lease, maintain the entire premises including landscaping in good condition as determined by the director. All painted exterior surfaces and surfaces requiring treatment of any kind must be maintained in good condition and must be repainted or treated when reasonably required to preserve the structure and to maintain high standards of appearance at the airport. All maintenance, repairs, and replacements must be of a quality substantially equal to the original materials and workmanship. Any changes in exterior paint colors is subject to the prior written approval of the director.

Upon written notice by the director to tenant, tenant must perform reasonable maintenance requested by the director. If an agreement reached between the tenant and director for completing the work, within 30 days after written notice, or the maintenance is not completed within 90 days, the director has the right to enter on the premises to perform the necessary maintenance, at tenant's sole expense. If the County performs maintenance on the tenant's behalf, tenant must reimburse the County within 30 days of notice of the amount for the work plus 10 percent for administration.

B. Tenants are responsible for removing all garbage, debris, and other waste material (solid or liquid) arising out of tenant's occupancy of the premises or its operations. Any garbage, debris, or waste which may be temporarily stored in the open must be kept in suitable garbage or waste receptacles equipped with tight fitting covers. Tenants, employees, sub-tenants, or customers must not keep unlicensed or inoperable vehicles on any portion of the Airport. Operable but unlicensed vehicles that are necessary as a part of the tenant's aviation related commercial enterprise (such as fuel trucks, golf carts, water tenders, tugs, etc.) will be permitted to remain on the Airport.

10. USE OF PREMISES

All uses of the premises must comply with the Airport minimum standards for development for fixed base operators and airport tenants, the Airport rules and regulations, and with Douglas County Code 20.668.

Tenant, as well as Tenant's assignees and subleasees, agents, employees, and customers, shall have non-exclusive appurtenant rights of access to and use of all areas and facilities of the Airport which are intended for the common use of all Tenants and occupants of the Airport, including, but not limited to, the takeoff and landing areas, taxi areas, reasonable access from the premises, and air control facilities.

This lease confers no rights to the subsurface of the land more than 5 feet below the ground level or to the airspace more than 10 feet above the top of the roof of the building or buildings, that is a part of the premises.

11. RENTAL OR COMMERCIAL OPERATIONS

This area of the Airport is set aside for aviation tenant and corporate or government tenant. (See Category F., Page 23 - Minimum Standards for Development for Fixed Base Operators and Airport Tenants at Minden-Tahoe Airport.)

12. UTILITIES

Tenant shall pay, on Tenant's own account, for all utilities used or consumed on the premises, including but not limited to, gas, water, electricity, garbage disposal, storm and sanitary sewer services, janitorial services, and telephone services.

13. WASTE, QUIET CONDUCT, HAZARDOUS SUBSTANCES AND PROPERTY INSPECTION

Tenant shall not commit, or suffer to be committed, any waste on the premises, or any nuisance or other act or thing which may disturb the quiet enjoyment of the use of the Airport or surrounding property. Tenant shall provide, as necessary, a separate drainage, collection or separation system to ensure that no untreated liquid waste from any type of operation be discharged directly into the Airport storm drainage or sanitary system, including aircraft cleaning and oil change operations. Tenant shall not permit any activity on the premises which directly or indirectly produces unlawful amounts or levels of air pollution (gases, particulate matter, odors, fumes, smoke, or dust), water pollution, noise, glare, heat emissions, radioactivity, electronic or radio interference with navigation and communication facilities for the operation of the Airport and its use by aircraft, trash or refuse accumulation, vibration, prop-wash, or jet blast, or which is hazardous or dangerous by reason or risk of explosion, fire, or harmful emissions.

A. Hazardous Substances. The term "Hazardous Materials" means any toxic substance, hazardous substance, hazardous or radioactive material, as defined by NRS 459 as a regulated substance. Tenant must not cause or permit the presence, use, handling, generation, emission, release, discharge, storage, or disposal of any hazardous materials on, under, in, or about the premises, excepting the presence of any hazardous materials on, under, in, or about the premises as of the date of this lease or the migration to or seepage of hazardous materials from surrounding or adjacent property. Tenant must not cause or permit the transportation of any hazardous materials to or from the premises except for the proper disposal of any hazardous material according to law. Tenant shall indemnify, protect, defend, and hold harmless County from and against all liability, and consequential damages, penalties, expenses, and costs of any required or necessary testing, remediation, repair, removal, cleanup, or detoxification, of the premises and if affected surrounding properties, and from and against the preparation of any cleanup, remediation, closure or other required plans, whether the action is required or necessary prior to or following the termination of this lease, to the full extent attributable to the use, handling, generation, emission, release, discharge, storage, or disposal of hazardous materials by Tenant, its agent, employees, subtenants, or contractors during the term of this lease. Tenant must at all times notify the director of any hazardous materials present, used, generated, handled, emitted, released, discharged, stored, or disposed of on or from

the premises. Notice is not required for hazardous materials present on the premises in reasonable quantities which are commonly used in aircraft storage and aviation related business facilities approved for this premises. These hazardous materials include, but are not limited to, cleaning materials, motor oils and hydraulic fluids, provided these hazardous materials are used and disposed of in accordance with applicable laws. Tenant must institute operating procedures designed to handle hazardous materials consistent with prudent industry practice. The director has the right to inspect the premises at any time after reasonable notice, except in emergencies, to verify compliance with this section.

The County and Tenant agree the indemnification provision of this section will survive termination of this Lease.

B. Condition of the Premises. The premises are conveyed in an "as is" physical condition with no warranty, expressed or implied, on the part of County as to the condition of the existing improvements, the condition of the soil or the geology of the soil. It is the sole responsibility of Tenant, at its sole cost and expense, to investigate and determine the suitability of the soil, geology, environmental and seismic condition of the premises for Tenant's intended development. The Tenant is not liable for any preexisting hazardous materials on the premises and has no obligation to remediate the site of preexisting hazardous materials.

C. Initial Remediation. Nothing in the Lease imposes any responsibility or obligation on the County to prepare or implement any remediation plan or to attain remediation of the premises to a level or standard required for Tenant's use or any other purpose, except as provided in this section, the County makes no warranties, representations, covenants, or agreements concerning remediation for the purpose of Tenant's use or any changes in environmental laws affecting such uses. If environmental conditions exist on the premises that require remediation of the site the lease may be terminated by either party.

14. STORMWATER DISCHARGE

The Federal Clean Water Act provides that the discharge of pollutants to waters of the United States from any industrial or commercial properties must be in compliance with a National Pollutant Discharge Elimination Permit (NPDEP). Under this Act, airports are considered "industrial activities". Therefore, the Minden Tahoe Airport and all tenants located on the Minden Tahoe Airport, are required to be in compliance under the Act and the NPDEP.

Tenant assures that no pollution or hazardous material of any type will be discharged into the stormwater system at the Airport, and agrees to be held responsible for any discharge either by Tenant or by any of Tenant's subtenants, agents, or employees, during the entire term of this Lease. Any fine or cost of remedial action required of the County, by any agency or agencies having jurisdiction, as a result of actions on or

discharges from the Premises, will be charged to Tenant, and Tenant shall immediately reimburse County for these costs upon demand.

15. RULES AND REGULATIONS

Tenant agrees to observe and obey all policies, rules, and regulations promulgated and enforced by County and any other appropriate authority having jurisdiction over the Airport and the premises described in this Lease, during the term of this Lease.

16. SECURITY

The director has no obligation to provide security to the premises. The Tenant may, at Tenant's own expense, employ security persons, install security lighting, or maintain alarm services. If Tenant elects to install any outdoor lighting, Tenant must request permission from the director prior to installation. If at any time during the term of this Lease, additional security requirements are imposed on the Airport by the FAA or any other agency having jurisdiction over Airport, Tenant agrees to comply with the security requirements, at Tenant's sole expense upon being notified of the requirements in writing by the director. If the County is fined by FAA for a security violation caused by negligence of Tenant, or any of Tenant's sub-tenants, Tenant shall immediately reimburse the County on written demand.

17. HOLD HARMLESS AND INDEMNIFICATION

Tenant shall indemnify, defend, save, protect, and hold harmless County, its officers, agents and employees from any and all claims, costs, liability, including reasonable attorneys' fees, for any damage, injury, or death, including without limitation all consequential damages from any cause whatsoever, to persons or property arising directly or indirectly from or connected with Tenant's performance of its operations, the acts, errors or omissions of Tenant, its agents, contractors, guests, or employees, or the use and possession of the premises, by Tenant, its agents, contractors, guests, or employees, or the use and possession of the premises, by Tenant or any sub-tenant, their agents, contractors, guests, or employees, save and except claims or litigation arising throughout (and only to the extent of) the sole negligence or sole willful misconduct of the County, its officers or employees, and if required by the County, will defend any actions at the sole cost and expense of the Tenant.

18. INSURANCE

Tenant must procure and maintain, at its own cost and expense, at all times during the term of this Lease, the following policies issued by insurance companies authorized to do business in Nevada, with a financial rating of at least an A+ status as rated in the most recent edition of Best's Insurance Reports:

A. Tenant shall obtain and maintain insurance required for Tenant's use of the property set by the Minimum Standards or, if greater, liability insurance in the following categories and amounts:

1) General liability insurance:

Premises and operation (including mobile equipment)
\$1,000,000 per occurrence/\$1,000,000 general aggregate

Douglas County shall be named as additional insured under the liability insurance policy.

B. Form of Policies. All policies of insurance required by this section must be in a standard form and written by qualified insurance companies satisfactory to the director. Evidence of all insurance required must be provided by Tenant by filing with the director a copy of the policy and policies, together with a duly executed original certificate of insurance to the effect that the insurance required by this Lease is extended. All certificates of insurance must specifically state that "Douglas County, its officers, agents, and employees" are named as additional insureds under the policy or policies. All policies and certificates must contain a provision that written notice of policy lapses, cancellation, or any changes shall be delivered to the director no fewer than 30 days in advance of the effective date.

C. Notice. Tenant must give the director prompt and timely notice of any claim made or suit instituted of which it is aware of that in any way directly, contingently, or otherwise affects or might affect either, and both have the right to participate in the defense of the claim to the extent of its own interest.

19. TAXES

Tenant agrees to pay before delinquency all taxes and assessments which are levied and assessed upon Tenant's interest in the premises, or upon Tenant's personal property installed or located in or on the premises by the County, or other legally authorized governmental authority.

20. INSPECTION, ACCESS AND NOTICE

The director and any of its agents, at any time after reasonable written notice to Tenant, has the right to go on and inspect the premises and any improvements.

21. ASSIGNMENT, SUBLETTING, SALE, AND ENCUMBRANCE

A. Tenant must not sublease, sell, voluntarily assign, or encumber its interest in the Lease, in the leased premises, or in any improvements or allow any other person or entity (except Tenant's authorized representatives) to occupy or use all or any part of the premises, without first obtaining the director's written consent. Any assignment, encumbrance, sale, or sub-lease by Tenant is voidable and, at the director's election, constitutes a default of the Lease. The consent to any assignment, encumbrance, sale, or sub-lease does not constitute a further waiver of the provisions of this section. Rental of hangar space for non-commercial aircraft storage only on terms of one year or less will not be considered a sublease.

The parties each agree that Tenant's request to the director for his consent to any proposed sublease, assignment, sale, or other transfer, must include the following information and documents:

1. The name of the proposed subtenant, assignee, buyer, or other transferee;
2. The nature of the proposed subtenant's, assignee's, or other transferee's business to be carried on the premises;
3. Each of the terms and provisions of the proposed sublease, assignment, sale, or other transfer, including without limitation, the full consideration for the sublease, assignment, or transfer;

B. Tenant has the right to sublease portions of premise subject to conditions stated in Section 11. Rental or Commercial Operations and to collect rent. If Tenant is in default of rent to the County pursuant to this Lease and fails to cure promptly after receiving notice from the director, Tenant immediately and irrevocably assigns to County, as security for Tenant's rent under this Lease, all rent from any subletting of all or part of the Premises, or the improvements, and County as assignee for Tenant, or a receiver for Tenant appointed on County's application, may collect the rent and apply it toward Tenant's obligations under this Lease.

C. The director must respond to requests within 10 business days of receipt of any formal request. Requests under this section shall not be unreasonably denied.

22. SURRENDER OF POSSESSION

On expiration or after termination or cancellation of this Lease, unless a new agreement stating otherwise is executed, Tenant must surrender the premises to the director and remove all personal property. If Tenant fails to remove its personal property at the director's request from the premises on expiration or after termination or cancellation of the Lease, the property may be removed by the director at Tenant's expense, and Tenant must reimburse County immediately upon Tenant's receipt of County's written request for the reimbursement.

Title to all improvements constructed by Tenant on the premises and all alteration or additions allowed or required by the director will transfer to the County at no cost and free and clear of all liens, upon expiration, cancellation, or other earlier termination of this Lease. Tenant must vacate premises. The director will have the discretion to waive this requirement for all, some, or none of the improvements.

Tenant fails to surrender the premises to the director on expiration or after termination or cancellation of the Lease as required by this section, Tenant shall defend, indemnify, and hold County harmless from all claims, liability, costs, and damages resulting from Tenant's failure to surrender the premises, including without limitation, claims made by a succeeding lessee or sub-lessee.

23. DEFAULT

The occurrence of any of the following is a default by Tenant:

A. Failure to pay rent when due, if the failure continues for 30 days after written notice has been given to Tenant.

B. Failure to undertake maintenance requested by the director, if the failure continues for 90 days after notice has been given to Tenant, unless a serious safety matter exists, in which case Tenant shall have 10 days from receipt of the notice to cure the default.

C. Any discharge by Tenant of pollutants or hazardous materials on or from the premises.

D. Assignment for the benefit of creditors except as provided for in sections 21 and 28.

E. Failure to comply with any of the provisions of Section 26.A. Non-Discrimination, after receiving written notice and failure to cure.

F. Any act, condition, event, or failure of performance constituting a default under any other provision in this Lease.

G. Failure to perform any other provision of this Lease if the failure to perform is not cured within 30 days after notice has been given to Tenant.

H. If a default cannot reasonably be cured within the period provided for, Tenant will not be in default of this Lease if Tenant commences to cure the default within the period provided for and diligently and in good faith continues to cure the default. Tenant must commence and diligently and in good faith cure any safety hazard immediately on Tenant's becoming aware of the existence of the safety hazard.

I. Notices given under this section must specify the alleged default and the applicable lease provisions, and must demand that Tenant perform the provisions of the Lease to cure the default within the applicable period of time, or quit the Premises. No notice is a termination of this lease unless specifically stated in the notice.

24. COUNTY'S REMEDIES

The County has the following remedies if Tenant commits a default. These remedies are not exclusive; they are cumulative and in addition to any remedies now or later allowed by law or equity.

A. The board may terminate this Lease and Tenant's right to possession of the premises. No act by the director, other than giving notice to Tenant as required by the board, shall terminate this Lease. Acts of maintenance, efforts to re-let the premises, or the appointment of a receiver on the director's initiative to protect County's interest under this Lease do not constitute a termination of Tenant's right to possession. If the board elects to terminate this Lease because of a default arising under Section 23. Default, subsections D. or E., this Lease shall not be treated as an asset of Tenant. On termination, County has the right to recover from Tenant:

1. The worth, at the time of the award, of the unpaid rent that had been earned at the time of the termination of this Lease;
2. The worth, at the time of the award, of the amount by which the unpaid rent that would have been earned after the date of termination of this Lease until the time of award exceeds the amount of the loss of the rent that Tenant proves could have been reasonably avoided;
3. The worth, at the time of the award, of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of the loss of rent that Tenant proves could have been reasonably avoided; and
4. Any other amount and court costs necessary to compensate County for all detriment proximately caused by Tenant's default. "The worth, at time of the award," as used in subsections 1 and 2 is to be computed by allowing interest at the rate of 10% per annum. "The worth, at time of the award," as used in subsection 3 is to be computed by discounting the amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of the award, plus 1%.

B. The director at any time after Tenant commits a default, may cure the default at Tenant's cost. If County at any time, by reason of Tenant's default, pays any sum or does any act that requires the payment of any sum, the sum paid by County is due from Tenant to County immediately upon notice given by the director to Tenant. If the Tenant pay at a later date, the sum will bear interest at a rate of 10% per annum from the date the sum is paid by County until County is completely reimbursed by Tenant. The sum, together with interest on it, is additional rent.

25. DESTRUCTION

If the improvements erected on the premises are damaged or destroyed as a result of any uninsurable cause or risk at the time of destruction, or any cause or risk for which insurance coverage is not available at commercially reasonable rates and terms in the amount of at least 25% of the replacement cost of construction, Tenant has the option to either terminate this Lease or to replace and rebuild the improvements and structures so they are in substantially the same condition as they were in immediately before damage or destruction. Tenant must give written notice of the election to the director within 45 days of the date of the loss or destruction of the improvements and structures. If Tenant elects to terminate this Lease under this section, this Lease terminates. If Tenant elects to rebuild, rent will be abated in an amount proportional to the damage for a period not to exceed 3 months from the date of the written notice. If damage is less than 25% of the replacement cost of construction, Tenant shall rebuild the improvements, and no rent abatement shall apply.

26. NON-DISCRIMINATION

The Tenant agrees that the following federal requirements apply to the Tenant's use of the Premises.

A. The Tenant for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration, does covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the premises described in the lease for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the Tenant must maintain and operate the facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, DOT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as the Regulation may be amended.

B. The Tenant for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration covenants and agrees as a covenant running with the land that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of the facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that the Tenant shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, DOT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as Regulation may be amended.

C. That in the event of breach of any of the above nondiscrimination covenants, Landlord shall have the right to terminate the lease and to re-enter and repossess the premises and hold the premises as if the lease had never been made or issued. This provision does not become effective until the procedures of 49 CFR Part 21 are followed and completed including expiration of appeal rights.

D. Tenant shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users (and it must charge fair, equal and no unjustly discriminatory basis to all users) and it must charge fair, reasonable and not unjustly discriminatory prices for each unit or service; provided, that the tenant may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to volume purchasers.

E. Non-compliance with subsection D above shall constitute a material breach of this agreement and in the event of such non-compliance the Landlord shall have the right to terminate this lease agreement without liability or at the election of the Landlord or the United States either or both Governments shall have the right to judicially enforce these provisions.

F. Tenant agrees that it shall insert the above five provisions in any lease agreement by which the Tenant grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public on the leased premises.

G. The Tenant assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Tenant assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Tenant assures that it will require that its covered sub-organizations provide assurance to the Tenant that they will require assurance from their sub-organizations, as required by 14 CFR Part 152, Subpart E, to the same effort.

H. The Landlord reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or view of the Tenant and without interference or hindrance.

I. The Landlord reserves the right, but shall not be obligated to the Tenant to maintain and keep in repair the landing area of the airport and all publicly-owned facilities of the airport, together with the right to direct and control all activities of the Tenant in this regard.

J. This lease shall be subordinate to the provisions and requirements of any existing or future agreement between the Landlord and the United States, relative to the, development, operation or maintenance of the airport.

K. There is reserved to the Landlord, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the leased premises. This public right of flight shall include the right to cause in the airspace any noise inherent in the operation of any aircraft used for navigation or flight through the airspace or landing at, taking off from or operation of the Minden Tahoe Airport.

L. Tenant agrees to comply with the notification and review requirements covered in part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the leased premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the leased premises.

M. The Tenant by accepting this expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or object, nor permit the growth of any tree on the leased premises above the mean sea level elevation 4778 feet. In the event this covenant is breached, the Landlord reserves the right to enter upon

the premises to remove the offending structure or object and cut the offending tree, all of which shall be at the expense of the Tenant.

N. The Tenant by accepting this lease agrees for itself, its successors and assigns that it will not make use of the leased premises in any manner which might interfere with the landing and taking off of aircraft from Minden Tahoe Airport or otherwise constitutes a hazard. In the event this covenant is breached, the Landlord reserves the right to enter upon the premises and to abate the interference at the expense of the Tenant.

O. It is understood and agreed that nothing contained in this lease shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308a of the Federal Aviation Act of 1958 (49 U.S.C. 1349A).

P. This lease and all the provisions hereof shall be subject to whatever right of the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation, and taking over of the Minden Tahoe Airport by the United States during the time of war or national emergency.

27. OPERATION OF AIRPORT BY COUNTY STAFF

A. Aviation Hazards. The director reserves the right to take any action he considers necessary to protect the aerial approaches of the airport against obstructions, together with the right to prevent Tenant from erecting or permitting to be erected any building or other structure on the premises which, in the opinion of the director or Federal Aviation Administration, would limit the usefulness of the airport or constitute a hazard to aircraft.

B. Navigational Aids. The director reserves the right during the term of this Lease, any renewal, or any extension to install air navigational aids including lighting, in, under, and across the premises, at the County's expense, in the exercise of any rights. The director agrees to give Tenant no less than 90 days written notice of its intention to install the air navigational aids.

28. FINANCING OF LEASEHOLD ESTATE

Tenant shall have the right to subject the leasehold estate to a mortgage, deed of trust, or other security instrument, as a security for a loan for construction of improvements in Exhibit B, Construction Exhibits. Upon completion of the improvements, Tenant has the right to subject the leasehold estate to a mortgage, deed of trust, or other security instrument, as security for a loan. These rights are granted provided that:

A. The mortgage and all rights acquired under it are subject to all of the covenants, conditions, and restrictions contained in this Lease and to all rights and interests of County;

B. Tenant give the director written notice of any mortgage, and the address to send any notices required by this section;

C. County will not exercise its remedies under section 23 Default, and section 24 County's Remedies of this Lease unless;

1. County sends a written notice of default to both Tenant and mortgagee stating the nature and extent of the default, and
2. Within 60 days after service of the notice of default, the mortgagee failed to do either of the following:

- (i) Cure the default if it can be cured by the payment of money, or;
- (ii) If the mortgagee does not elect to cure the default by the payment of money, the mortgagee commences foreclosure proceedings and, in the director's opinion, diligently prosecutes the foreclosure proceedings to conclusion.

D. The mortgagee is not liable to perform Tenant's obligations under this Lease until the mortgagee acquires the leasehold estate by foreclosure, or by transfer in lieu or under threat of foreclosure. After the mortgagee acquires the leasehold estate together with Tenant's interest in and to any improvements by foreclosure, mortgagee is liable to pay back rent or to cure any default.

After the mortgagee acquires the leasehold estate and the improvements by foreclosure, the mortgagee must perform Tenant's obligations under this Lease only until the mortgagee assigns or transfers the leasehold estate. Any assignment or transfer of the leasehold estate by the mortgagee requires the written consent of the director. Any assignee or transferee must perform Tenant's obligations under this Lease. The transfer fee provision of section 23. Assignment, Subletting, and Encumbrance, subsection A.(9) does not apply to either mortgagee's acquisition of Tenant's leasehold estate or to its subsequent transfer to a third party. After cure by mortgagee of assignee or transferee of mortgagee of any defaults of Tenant's, mortgagee or any transferee or assignee succeeds to the rights and obligations of Tenant and shall attorn to County. The County shall not disturb the mortgagee's or assignee's right to quiet possession of the premises as Tenant and this Lease will continue in full force and effect.

E. Estoppel Certificates. Upon written request of either party, the party requested will promptly execute, acknowledge, and deliver to the other, or to any lender or mortgagee, a written statement certifying (a) that this Lease is unmodified and is in full force and effect (or if modified, that this Lease is in full force and effect, as modified, and stating the nature of the modification), (b) the dates to which all rents and other payments due have been paid, (c) whether any charges, offsets, or defenses exist against County's right to enforce any term or condition to be performed or observed by Tenant (and, if so, specifying the same), (d) whether Tenant currently is in default in the performance or observance of any term or condition, and whether any notice has been given to Tenant of any default which has not been cured (and, if so, specifying the same), (e) whether any

charges, offsets or defenses exist against Tenant's right to enforce any term or condition to be performed or observed by County (and, if so, specifying the same), and (f) whether County is currently in default in the performance or observance of any term or condition, and whether any notice has been given to County of any default which has not been cured (and, if so, specifying the same). Any third party is entitled to rely upon the certificate.

29. COUNTY PROCESSING FEES

In the event that Tenant or a mortgagee of Tenant requires or requests the director's review, investigation, processing, or other consideration, of Tenant's proposed assignment, or other transfer, estoppel certificates, documentation regarding Tenant's refinancing of its leasehold interest, or other documentation, Tenant agrees to pay to the Airport a fee set by the board with each request or requirement. This payment is for the director's initial administrative costs and expenses, including labor and legal consulting fees, in processing and investigating Tenant's request.

30. NOTICE

All notices given under this Lease may be served by enclosing the notice in a sealed envelope addressed to the party and deposited with the United States Post Office as certified mail with postage prepaid. The notice is effective 3 days from the date of the mailing. Unless otherwise provided in writing by the parties, the address of the director and the proper party to receive any notices on its behalf is:

Operational Services Director
Minden Tahoe Airport
P.O. Box 218
Minden, NV 89423

and the address of the Tenant is:

Aspen International Marketing, Ltd.
1135 Terminal Way, Suite 209
Reno, NV 89502

31. INVALID PROVISIONS

It is expressly understood and agreed by the parties that if any covenant, condition, or provision of this agreement is held to be invalid by a court of competent jurisdiction, the invalidity does not invalidate any other covenant, condition, or provision of the Lease, provided that the invalidity of any the covenant, condition, or provision does not materially prejudice either the director or Tenant in their respective rights and obligations contained in the valid covenants, conditions, and provisions of this Lease.

32. MECHANIC'S AND MATERIALMAN'S LIENS

Neither Tenant nor the director shall permit any mechanic's, materialman's, or other lien against the premises or the property of which the premises forms a part in connection with any labor, materials, or services furnished or claimed to have been

furnished. If any lien is filed against the premises or property of which the premises forms a part, the party charged with causing the lien will cause the same to be discharged. Either party may contest any lien, so long as its enforcement is stayed.

33. WAIVER

The waiver by the director of performance by Tenant of any covenant, term, or condition of this Lease shall not be construed as a waiver of any subsequent breach of the same covenant, term, or condition.

34. WRITTEN AGREEMENT

Neither party has relied on any promise or representation not contained in this Lease. All previous conversations, negotiations, and understandings are of no further force or effect. This Lease may be modified only by a writing signed by both parties. The headings of the paragraphs are for convenience only and are not a part of this Lease; nor shall they be considered in construing the intent of this Lease.

35. FURTHER ASSURANCES

Whenever requested to do so by the other party, the director and tenant will promptly execute and deliver, or cause to be executed and delivered, all further assurances, documents, or instruments and will promptly do or cause to be done all such other and further things as may be necessary or reasonably required in order to carry out, give effect to, and comply with the terms and intent of this Lease.

36. CONSENTS

Whenever consent is required, it shall not be unreasonably withheld.

37. TIME

Time is of the essence of each and every provision of this Lease.

38. BINDING ON SUCCESSORS

The covenants and conditions contained in this agreement, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators, and assigns of all the parties.

39. ALTERATIONS AND ADDITIONS

Following completion of the required improvements and facilities, Tenant must not make any material alterations to, erect any additional structures, or make any material improvements on the premises without prior written consent of the director, which consent shall not be unreasonably withheld. Any alteration or addition approved by director shall be constructed at the sole expense of Tenant. Upon approval by the director of any alteration or addition, the director must notify Tenant whether the alterations made must remain on and be surrendered with the premises on expiration or termination of the term.

must remain on and be surrendered with the premises on expiration or termination of the term.

39. APPEAL

If a Tenant desires to appeal a decision made by the director in conjunction with this Lease, a written appeal must be given to the county manager within 15 days of the decision. The county manager will respond within 30 days, and failure to respond will constitute an approval of the appeal. Tenant may appeal the county manager's decision to the board of county commissioners. That appeal must be in writing and requires the payment of a fee. The fee may be refunded at the discretion of the board. The board's decision on the appeal will be considered final.

40. SIGNATURES

COUNTY

DOUGLAS COUNTY,
a political subdivision of the State
of Nevada

TENANT

Tenants Name

By Jacques Etchegoyhen
Jacques Etchegoyhen
Chair, Douglas County Commissioners

By Craig Shaber
Craig Shaber
Aspen International Marketing, Ltd.

Recommended for Approval
and Approved as to Content:

By Jim Braswell
Jim Braswell
Operational Services Director

Approved as to Form:

By Robert S. Morris
Robert Morris
Chief Deputy District Attorney

Attest:

By Barbara Reed Date 5-4-00
Barbara Reed, Clerk

BY: L. Lynch DEPUTY

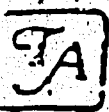
0532919

0493669

EXHIBIT "A" - Legal Descriptions

See attached

COPY



TURNER & ASSO... ES, INC.

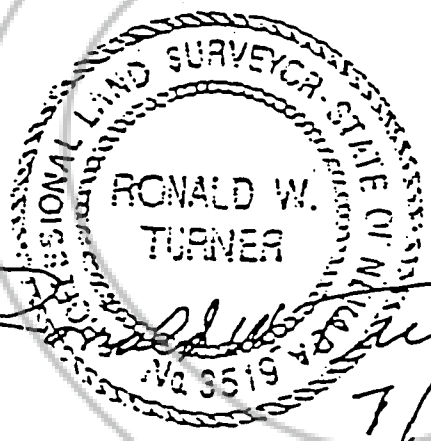
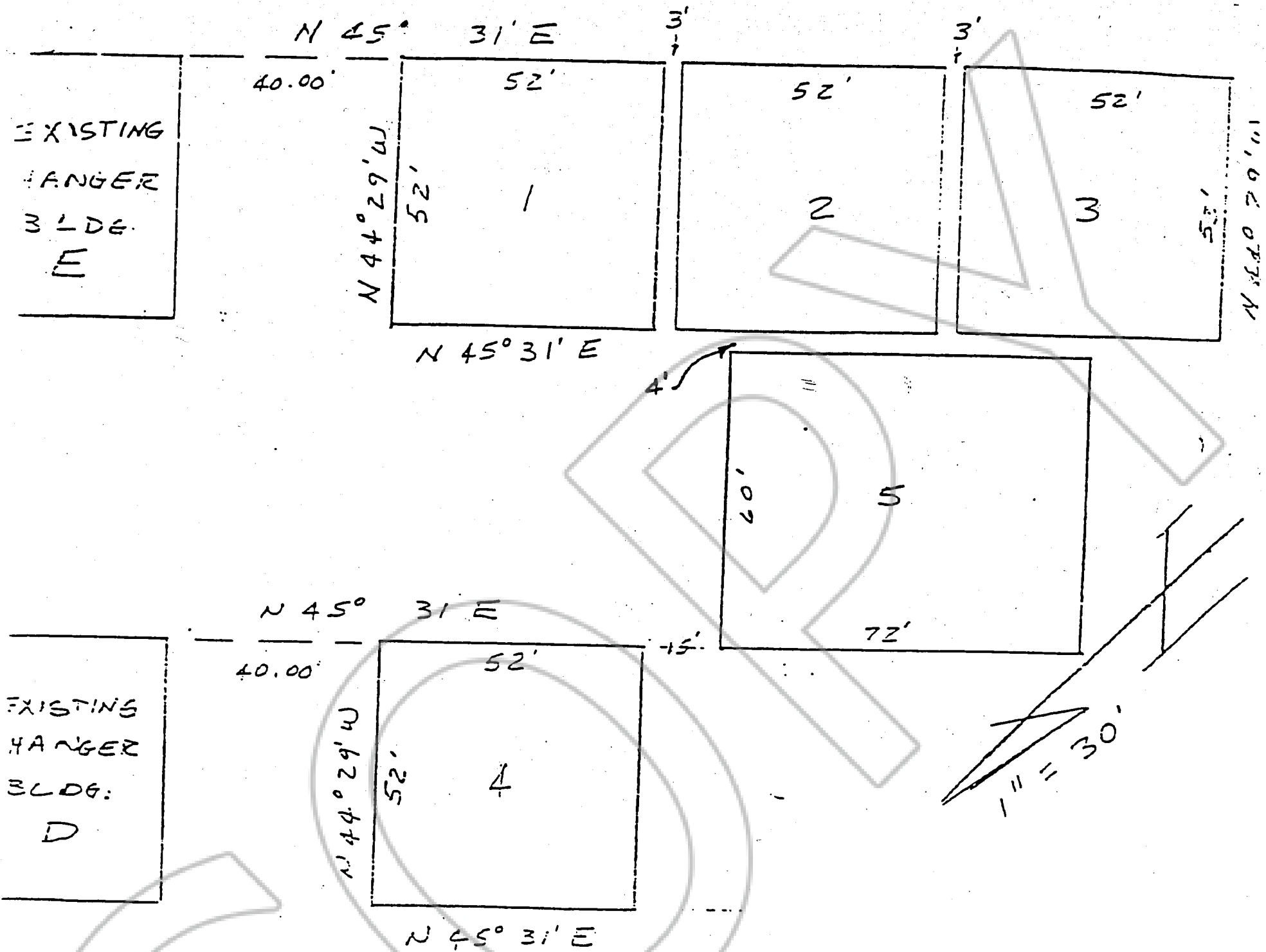
Land Surveying

(702) 588-5658

KJER CENTER - KINGSBURY GRADE
P.O. BOX 5087 - STATELINE, NEVADA 89449

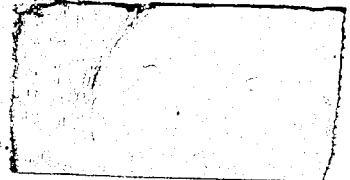
R. 10/19/98
Rev. 7/17/98

DATE	6/98	JOB NO.	98055
PROJECT	LEASE PARCELS		
BY	DWT	PAGE	1 OF 1
DOUGLAS CO. AIRPORT			



0532919
EXHIBIT A - Page 2 of 2
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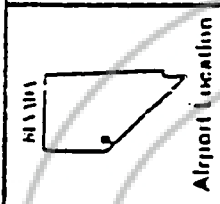
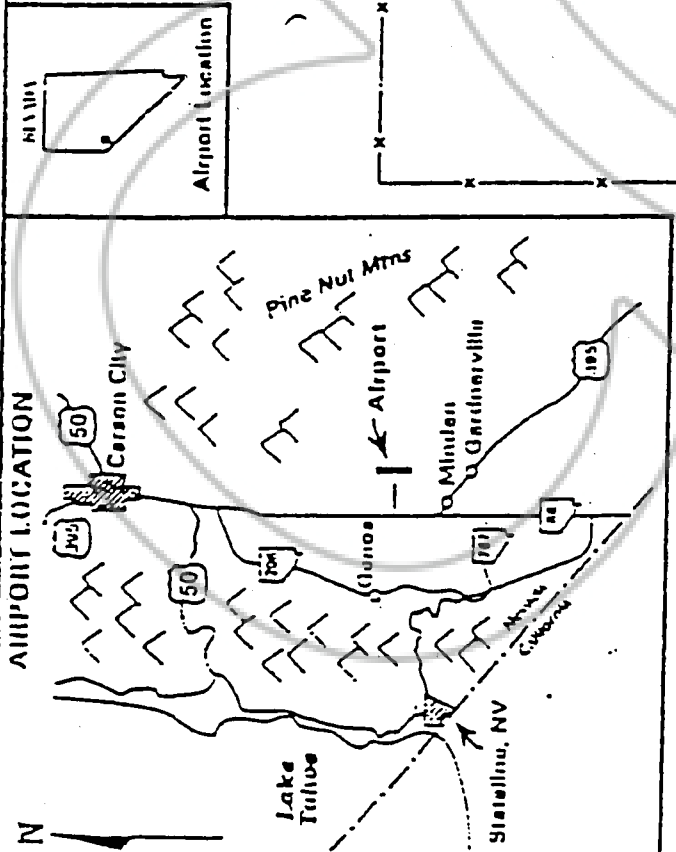
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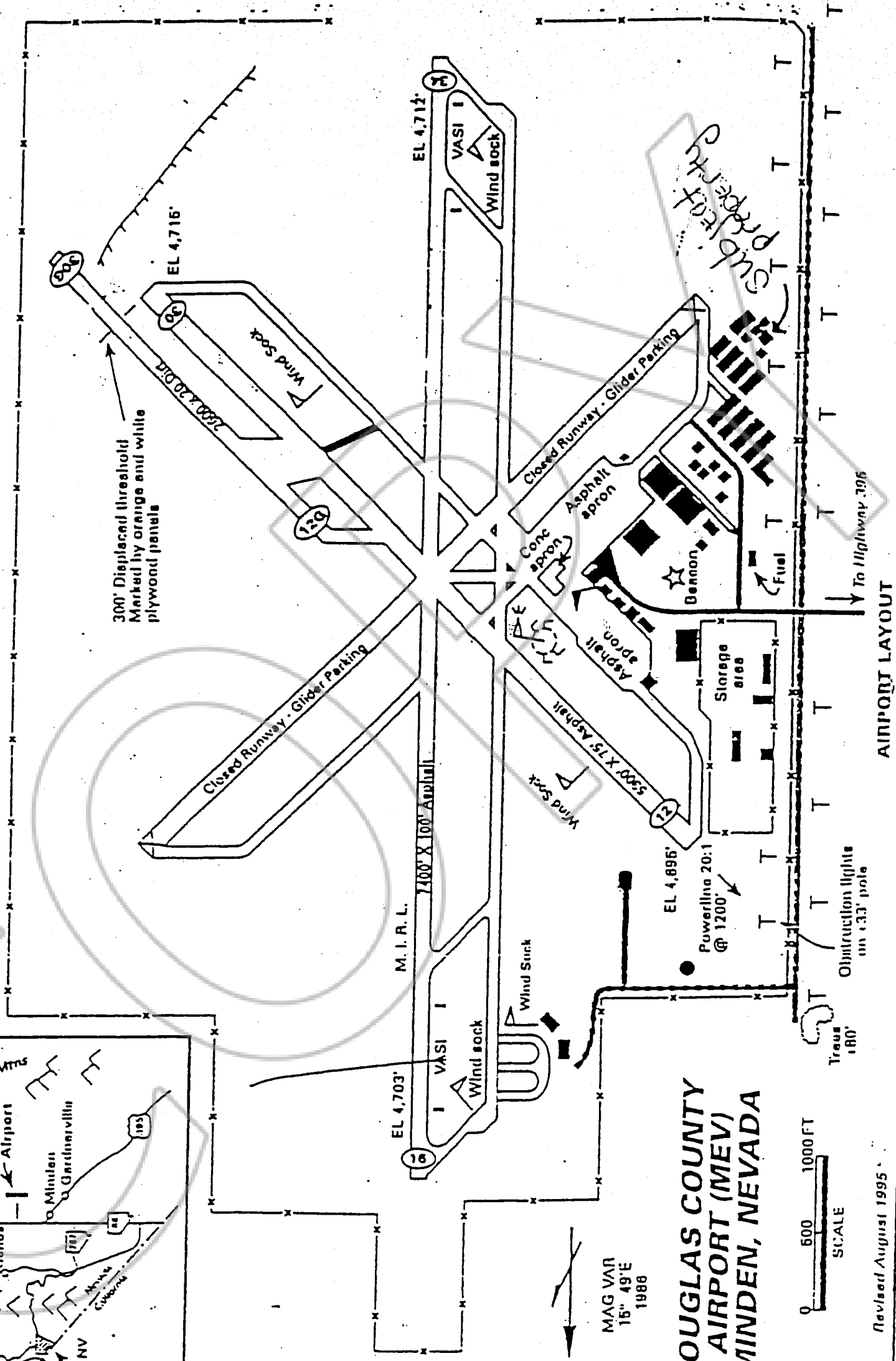
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REMARKS: Taxiways 30' wide, asphalt
NOTE: Not to Scale
 Distances and Heights
 are Approximate

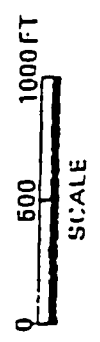
915
 ACRES
 ELEVATION 4,718'

COORDINATES: 39° 00' 02" N
 119° 45' 07" W



**DOUGLAS COUNTY
 AIRPORT (MEV)
 MINDEN, NEVADA**

MAG VAR
 15° 49'E
 1986



Revised August 1995

AIRPORT LAYOUT

COPY

REQUESTED BY
Jeffrey Kirby
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

2002 JAN 23 PM 3: 33

LINDA SLATER
RECORDER

\$57.⁰⁰ PAID *K2* DEPUTY

0532919

BK0102PG6621