

AGREEMENT

THIS AGREEMENT, made and entered into on *March 26*, 2002, by and between OCOTILLO ENTERTAINMENT INC., A NEVADA CORPORATION hereinafter referred to as "Buyer", Party of the First Part, and DENNIS MCDUFFEE AND JOLIE MCDUFFEE, husband and wife as joint tenants, hereinafter referred to as "Seller", parties of the second part.

WITNESSETH

WHEREAS, Buyers has agreed to purchase from Seller certain real property situate in Gardnerville Nevada, described as follows:

LOT 17, OF TOPAZ SUBDIVISION, AS THE SAME APPEARS UPON A PLAT OF SAID SUBDIVISION, DULY FILED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, STATE OF NEVADA, ON AUGUST 10, 1954, AS DOCUMENT NO. 9774.

And

WHEREAS, the foregoing property is encumbered by a Deed of Trust securing a Promissory Note now in favor of CLARK KNAUSS TRUSTEE OF THE CLARK KNAUSS QUALIFIED PERSONAL RESIDENCE TRUST DATED MAY 10, 1995, which Deed of Trust is dated January 30, 2002, recorded February 1, 2002, Book 0202, Page 0644, Document No. 0533885, Official Records of Douglas County, Nevada; and

WHEREAS, sellers are agreeable to sell said property to Buyer provided that Buyer perform all terms and provisions of the foregoing Promissory Note and Deed of Trust as though Buyer were the original maker of said Promissory Note and original Trustor of said Deed of Trust, and gives security for the performance thereof;

NOW, THEREFORE, in consideration of the premises, it is agreed as follows:

1. Buyer agrees to perform all terms and provisions of the foregoing Promissory Note and Deed of Trust now in favor of Clark Knauss Trustee of the Clark Knauss Qualified Personal Residence Trust Dated May 10, 1995 as though Buyer was the original maker of said Promissory Note and original Trustor of said Deed of Trust.
2. The performance of the Agreement by Buyer shall be secured by a Deed of Trust upon the above-described property, executed by Buyer in favor of Seller.
3. In the event of the foreclosure of the Deed of Trust executed by Buyer in favor of Seller, the proceeds of the foreclosure sale, less those expenses set forth in Nevada Revised Statutes 107.030, Covenant No. 7, shall be applied first to the Note now in favor of Clark Knauss Trustee of the Clark Knauss Qualified Personal Residence Trust Dated May 10, 1995, to the extent of the unpaid balance thereof, and any excess funds shall be paid to the order of Buyer. All advances made by Seller shall accrue interest at the rate of 18 per cent per annum.
4. This Agreement shall be binding upon the heirs, successors and assigns of the parties hereto

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first above written:

**THIS DOCUMENT IS SIGNED IN COUNTERPART BUT TO BE RECORDED AS ONE

SELLERS:

BENEFICIARY:

Dennis McDuffee
DENNIS MCDUFFEE

CLARK KNAUSS, TRUSTEE

Jolie McDuffee
JOLIE MCDUFFEE

BUYER:

OCOTILLO ENTERTAINMENT INC.

BY: *[Signature]*

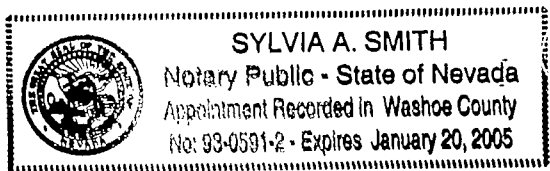
0539376

STATE OF NEVADA)
 : SS.
COUNTY OF WASHOE)

On this 26th day of March, 2002, personally appeared before me, a Notary Public, BRUCE STANGL, President of OCOTILLO ENTERTAINMENT, INC. personally known (or proved) to me to be the persons whose names are subscribed to the above instrument, who acknowledged that they executed the foregoing instrument.

Sylvia A. Smith

Notary Public



STATE OF Nevada)
 : SS.
COUNTY OF Douglas)

On this 11 day of April, 2002, personally appeared before me, a Notary Public, Dennis McPaffer personally known (or proved) to me to be the persons whose names are subscribed to the above instrument, who acknowledged that they executed the foregoing instrument.

Carol Costa

Notary Public



0539376

BK0402PG03620

ESCROW, NO. 86094CAC

AGREEMENT

THIS AGREEMENT, made and entered into on March 26, 2002, by and between OCOTILLO ENTERTAINMENT INC., A NEVADA CORPORATION hereinafter referred to as "Buyer", Party of the First Part, and DENNIS MCDUFFEE AND JOLIE MCDUFFEE, husband and wife as joint tenants, hereinafter referred to as "Seller", parties of the second part.

WITNESSETH

WHEREAS, Buyers has agreed to purchase from Seller certain real property situate in Gardnerville Nevada, described as follows:

LOT 17, OF TOPAZ SUBDIVISION, AS THE SAME APPEARS UPON A PLAT OF SAID SUBDIVISION, DULY FILED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, STATE OF NEVADA, ON AUGUST 10, 1954, AS DOCUMENT NO. 9774.

And

WHEREAS, the foregoing property is encumbered by a Deed of Trust securing a Promissory Note now in favor of CLARK KNAUSS TRUSTEE OF THE CLARK KNAUSS QUALIFIED PERSONAL RESIDENCE TRUST DATED MAY 10, 1995, which Deed of Trust is dated January 30, 2002, recorded February 1, 2002, Book 0202, Page 0644, Document No. 0533885, Official Records of Douglas County, Nevada; and

WHEREAS, sellers are agreeable to sell said property to Buyer provided that Buyer perform all terms and provisions of the foregoing Promissory Note and Deed of Trust as though Buyer were the original maker of said Promissory Note and original Trustor of said Deed of Trust, and gives security for the performance thereof;

NOW, THEREFORE, in consideration of the premises, it is agreed as follows:

1. Buyer agrees to perform all terms and provisions of the foregoing Promissory Note and Deed of Trust now in favor of Clark Knauss Trustee of the Clark Knauss Qualified Personal Residence Trust Dated May 10, 1995 as though Buyer was the original maker of said Promissory Note and original Trustor of said Deed of Trust.
2. The performance of the Agreement by Buyer shall be secured by a Deed of Trust upon the above-described property, executed by Buyer in favor of Seller.
3. In the event of the foreclosure of the Deed of Trust executed by Buyer in favor of Seller, the proceeds of the foreclosure sale, less those expenses set forth in Nevada Revised Statutes 107.030, Covenant No. 7, shall be applied first to the Note now in favor of Clark Knauss Trustee of the Clark Knauss Qualified Personal Residence Trust Dated May 10, 1995, to the extent of the unpaid balance thereof, and any excess funds shall be paid to the order of Buyer. All advances made by Seller shall accrue interest at the rate of 18 per cent per annum.
4. This Agreement shall be binding upon the heirs, successors and assigns of the parties hereto

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first above written:

THIS DOCUMENT IS SIGNED IN COUNTERPART BUT IS TO BE RECORDED AS ONE

SELLERS:

BENEFICIARY:

DENNIS MCDUFFEE

Clark Knauss
CLARK KNAUSS, TRUSTEE

JOLIE MCDUFFEE

BUYER:

OCOTILLO ENTERTAINMENT INC.

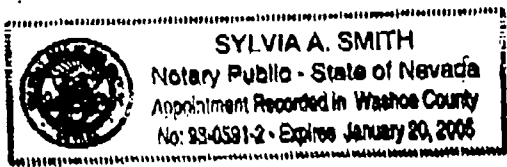
BY: *[Signature]*

STATE OF NEVADA)
 :
 COUNTY OF WASHOE) ss.

On this 26th day of March, 2002, personally appeared before me, a Notary Public, BRUCE STANGL, President of OCOTILLO ENTERTAINMENT, INC. personally known (or proved) to me to be the persons whose names are subscribed to the above instrument, who acknowledged that they executed the foregoing instrument.

Sylvia A. Smith

Notary Public



STATE OF NEVADA)
 :
 COUNTY OF WASHOE) ss.

On this 11th day of April, 2002, personally appeared before me, a Notary Public, CLARK KNAUSS personally known (or proved) to me to be the persons whose names are subscribed to the above instrument, who acknowledged that they executed the foregoing instrument.

Terrica Dutcher

Notary Public



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

2002 APR 12 PM 12: 23

TOTAL P.05

LINDA SLATER
RECORDER
\$ 17.00 PAID *KJ* DEPUTY

0539376

BK 0402 PG 03622