

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 16th day of April, 2002,

between, SKYLINE HANGARS MINDEN, L.L.C., a Nevada Limited Liability Company
herein called TRUSTOR

whose address is 901 E. Marine View Dr. #101 Everett, Washington 98201

and MARQUIS TITLE & ESCROW, INC., a Nevada Corporation, herein called TRUSTEE, and

SEE EXHIBIT "B" FOR BENEFICIARIES

, herein called BENEFICIARY.

WITNESSETH: That Trustor irrevocable grants, transfers and assigns to Trustee in trust, with power of sale, that property in DOUGLAS, State of Nevada, being Assessment Parcel No. A PORTION OF 1320-08-002-004, more specifically described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR LEGAL DESCRIPTION

IN THE EVENT THE TRUSTOR SELLS, CONVEYS OR ALIENATES THE WITHIN DESCRIBED REAL PROPERTY; OR CONTRACTS TO SELL, CONVEY OR ALIENATE; OR IS DIVESTED OF TITLE IN ANY OTHER MANNER WITHOUT THE APPROVAL OF AN ASSUMPTION OF THIS OBLIGATION BY THE BENEFICIARY BEING FIRST OBTAINED, BENEFICIARY SHALL HAVE THE RIGHT TO DECLARE THE UNPAID BALANCE DUE AND PAYABLE IN FULL, IRRESPECTIVE OF THE MATURITY DATE EXPRESSED ON THE NOTE SECURED HEREBY.

Together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

For the purpose of securing (1) payment of the sum of \$ 404,000.00 with interest thereon according to the terms of a promissory note or notes of even date herewith made by Trustor, payable to order of Beneficiary, and all extensions or renewals thereof; and (2) the performance of each agreement of Trustor incorporated herein by reference or contained herein; (3) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or to his successors or assigns, when evidence by a promissory note or notes reciting that they are secured by this Deed of Trust.

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the fictitious Deed of Trust recorded in the office of each County Recorder in the State of Nevada, in the book and at the page thereof, or under the document file number, noted below opposite the name of such county, namely:

COUNTY	BOOK	PAGE	DOC NO.	COUNTY	BOOK	PAGE	DOC NO.
Carson City	Off. Rec.		000-52876	Lincoln	73 Off. Rec.	248	86043
Churchill	Off. Rec.		224333	Lyon	Off. Rec.		0104086
Clark	861226 Off. Rec.		00857	Mineral	112 Off. Rec.	352	078762
Douglas	1286 Off. Rec.	2432	147018	Nye	558 Off. Rec.	075	173588
Elko	545 Off. Rec.	316	223111	Pershing	187 Off. Rec.	179	151646
Esmeralda	110 Off. Rec.	244	109321	Storey	055 Off. Rec.	555	58904
Eureka	153 Off. Rec.	187	106692	Washoe	2464 Off. Rec.	0571	1126264
Humboldt	223 Off. Rec.	781	266200	White Pine	104 Off. Rec.	531	241215
Lander	279 Off. Rec.	034	137077				

shall inure to and bind the parties hereto with respect to the property above described. Said agreement, terms and provisions contained in said subdivision A and B, (identical in all counties, and printed on the reverse side hereof) are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as if set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed a reasonable amount. The Beneficiary or the collection agent appointed by him may charge a fee of not to exceed \$15.00 for each change in parties, or for each change in a party making or receiving a payment secured hereby.

The undersigned Trustor requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address hereinbefore set forth.

SKYLINE HANGARS MINDEN, L.L.C., a Nevada Limited Liability Company

[Signature]
DONALD WRIGHT Managing Member

[Signature]
CARL R. WESTMAN, Managing Member

STATE OF NEVADA
COUNTY OF Douglas
On 7-16-02



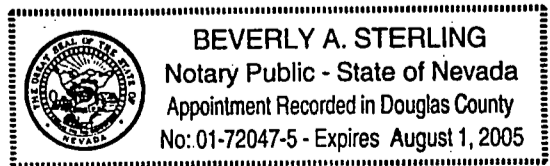
BEVERLY A. STERLING
Notary Public - State of Nevada
Appointment Recorded in Douglas County
No: 01-72047-5 - Expires August 1, 2005

WHEN RECORDED MAIL TO
Marquis Title & Escrow
I.C. Dept.
1520 HWY 395 North
Gardnerville, NV 89410

personally appeared before me, a Notary Public

Donald Wright + Carl R. Westman
who acknowledged that they executed the above instrument.

[Signature]
Notary Public



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BENEFICIARIES

FONTELLA L. KIRK, a widow and DOROTHY DUTTON, a widow as Joint Tenants with right of survivorship as to an undivided \$47,000.00 interest and DOROTHY DUTTON, a widow and FONTELLA L. KIRK, a widow as Joint Tenants with right of survivorship as to an undivided \$42,000.00 interest and TROY D. GRIGGS AND MARTHA A. GRIGGS, Trustees of THE GRIGGS TRUST dated October 3, 2001 as to an undivided \$50,000.00 interest and LAURIE HENNESSY, an unmarried woman as to an undivided \$40,000.00 interest and ROY WEST AND ERNESTINE WEST, Co-Trustees of THE ROY WEST AND ERNESTINE WEST FAMILY TRUST, dated June 2, 1990 as to an undivided \$90,000.00 interest and DONALD L. DAVIS AND IRMA A. DAVIS, Trustees of THE DAVIS FAMILY TRUST UNDER AGREEMENT dated June 19, 1996 as to an undivided \$50,000.00 interest and DONNA J. BAUSHKE, Trustees of THE BAUSHKE FAMILY TRUST (TRUST B) DATED NOVEMBER 11, 1991 AND AMENDED DECEMBER 1, 1995 as to an undivided \$25,000.00 interest and STUART V. DAWSON, Trustee of THE STUART V. DAWSON REVOCABLE TRUST DATED AUGUST 25, 1999 as to an undivided \$50,000.00 interest and DIANE C. DAWSON, a married woman as to an undivided \$10,000.00 interest

SO LONG AS THE TRUSTORS ARE NOT IN DEFAULT UNDER THE TERMS OF THIS DEED OF TRUST AND THE NOTE SECURED HEREBY, THE BENEFICIARIES COVENANTS AND AGREES UPON WRITTEN REQUEST FROM TRUSTORS TO EXECUTE A SUBORDINATION AGREEMENT TO RECORD CONCURRENT TO A CONSTRUCTION LOAN.

DRAFT

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EXHIBIT 'A'

Leasehold estate as created by that certain lease made by and between Douglas County, a political subdivision of the State of Nevada, as lessor, and Monolith Enterprises, Inc., as Lessee, for the term and upon the terms and conditions contained in said lease, thereof recorded December 8, 1998, Book 1298, Page 2177, Document No. 456093 and amended by documents recorded May 27, 1999, December 20, 1999 and May 10, 2000, Document No's. 469041, 483035 and 491730, Official Records of Douglas County, Nevada, in and to the following:

Building A, consisting of Suites 101, 102, and 103, and Building B, consisting of Suites 201, 202, and 203, as set forth on Record of Survey for MUSTANG BUSINESS CENTER by MONOLITH ENTERPRISES, INC., filed for record in the Office of the Douglas County Recorder on January 8, 2001, in Book 0101, at Page 1432, as Document No. 506507, Official Records of Douglas County, Nevada, and being further defined, identified and set forth in those certain CC&Rs for Mustang Business Center recorded May 4, 2000, in Book 0500, at Page 4099, as Document No. 492245, Official Records of Douglas County, Nevada and as amended by documents recorded February 16, 2001, in Book 0201, at Page 3285, as Document No. 508892, and March 16, 2001, in Book 0301, at Page 4071, as Document No. 510544, Official Records of Douglas County, Nevada.

A Portion of Assessor's Parcel No. 1320-08-002-004

REQUESTED BY
MARQUIS TITLE & ESCROW
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

2002 JUL 18 PM 4: 11

LINDA SLATER
RECORDER

\$/16 PAID *KJ* DEPUTY

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