

APN PTN 1121-05-000-003 1/2
004

This document is executed in counterpart, each of which is deemed to be an original, but such counterparts together constitute but one and the same instrument.

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Novasel & Schwarte Investments, Inc., dba
Western Highland Mortgage Company
3170 Highway 50, Suite 10
South Lake Tahoe, CA 96150-1114

LESSOR'S ESTOPPEL AND CONSENT
(Sublease)

This Lessors' Estoppel and Consent ("Estoppel and Consent") dated as of the 9 day of October, 2002, is executed by PTP, INC., a Nevada corporation ("Lessor"), in favor of NOVASEL & SCHWARTE INVESTMENTS, INC., dba Western Highland Mortgage Company, a California corporation ("Lender"), pursuant to four (4) certain Leasehold Deeds of Trust (the "Deeds of Trust"), dated as of September 18, 2002, between Lender and OCEAN DUNE, LLC, a Nevada Limited Liability Company ("Borrower").

RECITALS:

A. The SECRETARY OF THE INTERIOR OF THE UNITED STATES ("Secretary"), by and through the Western Nevada Agency of the Bureau of Indian Affairs, control certain real property located in Douglas County Nevada commonly known as the Carson Colony Allotment 234 ("CC 234").

B. LEON MARK KIZER ("Kizer") is the owner of the CC 234.

C. Pursuant to that certain Master Lease Agreement dated October 8, 1997 ("Master Lease"), Kizer has leased CC 234 to PTP, INC., a Nevada corporation ("PTP"). The Master Lease was recorded October 13, 1997, as Document No. 423882 in the Official Records of Douglas, Nevada.

D. Pursuant to that certain Sublease dated April 1, 2002, recorded April 30, 2002 as Document No. 541005, in the Official Records of Douglas County, Nevada, Lessor has subleased portions of CC 234 to Borrower ("Sublease"). The relevant portions of CC 234 subleased to Borrower are more particularly described in Exhibits "A," "B," "C," and "D," which are incorporated by this reference as if fully set forth herein ("Property").

E. Borrower has executed and delivered to Lender the Deeds of Trust encumbering all of Borrower's right, title and interest in, to and under the Sublease covering the Property.

AGREEMENT

NOW, THEREFORE, with the understanding that Lender will be relying on each of the statements contained in this Estoppel and Consent and that Lender would not extend credit to Borrower without having received this Estoppel and Consent, Lessor hereby certifies, acknowledges and agrees as follows:

1. The Master Lease and any amendments thereto constitute the only agreement between Kizer and Lessor with respect to the interests described therein.
2. The Master Lease is in full force and effect and contains the valid and binding obligations of Lessor.
3. The Sublease is in full force and effect and contain the valid and binding obligations of Borrower.
4. To the best of Lessor's knowledge, Borrower, or any other successor-in-interest or predecessor-in-interest of Borrower, is not in default in the performance of the Sublease and no event has occurred which with the passage of time or the giving of notice, or both, would constitute a default by Borrower under the Sublease.
5. Lessor is not in default in the performance of the Master Lease and no event has occurred which with the passage of time or the giving of notice, or both, would constitute a default by Lessor under the Master Lease.
6. Lessor has not assigned, sublet, hypothecated, or otherwise transferred their interests, or any portion thereof, under the Sublease.
7. Lessor acknowledges and agrees that the Borrower has the right to encumber its interest under the Sublease with the Deeds of Trust. Lessor consents to the encumbrance of the Deeds of Trust and agrees with Lender for the benefit of Lender as follows:
 - (a) Lender shall be entitled to exercise all rights and to cure any default of Borrower under the Sublease. Upon receipt of notice from Lender, Lessor agrees to accept such exercise and cure by Lender or any Substitute Party (as defined in Paragraph 7(d) hereof) or subsequent Substitute Party and to render all performance due by Lessor under the Sublease and this Estoppel and Consent to Lender or such approved Substitute Party, as the case may be.
 - (b) Lessor is hereby notified that Borrower is entering into an agreement with Lender to the effect that Borrower will not agree to any modifications or amendments to the Sublease and Borrower will not waive any provision or condition of the Sublease or subordinate or elect to terminate or surrender the Sublease in any respect without the written

consent of Lender, and that any such modification, waiver, subordination or election without the written consent of Lender shall be void and have no force and effect. Lessor acknowledges receipt of the foregoing notification. Lessor will deliver to Lender duplicates or copies of all notices of default delivered under or pursuant to the Sublease in accordance with the terms of the Sublease and will advise Lender promptly of any amendments to the Sublease.

(c) Lessor will not terminate the Sublease on account of any default or breach of Borrower thereunder without written notice to Lender providing Lender with at least forty-five (45) days from the date of notice of default or breach to cure such default if such default is the failure to pay amounts to Lessor which are due and payable under the Sublease or (ii) a reasonable opportunity (taking into account the nature of the necessary cure) to cure such breach or default if the breach or default cannot be cured by the payment of money to Lessor, so long as Lender or a Substitute Party (as defined in Paragraph 7(d) below) shall have commenced to cure the breach or default within such sixty (60) day period and thereafter diligently pursues such cure to completion and continues to perform any monetary or other material obligations under the Sublease.

(d) As used in this Estoppel and Consent, the term "Substitute Party" shall mean one or more of the following: (i) a receiver (pending foreclosure and subsequent transfer of the Leasehold Interest), (ii) any purchaser or grantee at a foreclosure sale, (iii) any transferee receiving an interest in the Leasehold Interest through a transfer from Borrower in lieu of foreclosure, or (iv) any other designee of Lender to which an interest in the Leasehold Interest is transferred. However, a person or entity described in clauses (ii), (iii), or (iv) shall be a Substitute Party only if the person or entity assumes all future obligations of Borrower under the Sublease and either pays cash for the Leasehold Interest without encumbering the Leasehold Interest or acquires the Leasehold Interest with a loan from Borrower secured by the Leasehold Interest. Lessor consents to the transfer of Borrower's interest under the Sublease or new lease entered into pursuant to Paragraph 7(e) below to Lender or a Substitute Party as described above. If Borrower's interest under the Sublease or under the new lease entered into pursuant to Paragraph 7(e) is transferred to Lender or Substitute Party, Lender shall have the right to further transfer or cause to be transferred the interest in the Sublease to a Substitute Party. Upon the transfer of the Sublease to a Substitute Party, Lender and its officers, directors, agents, employees and contractors shall be released from any future liability under the Sublease to the extent of the interest assigned.

(e) In the event that the Sublease is rejected by a trustee or debtor-in-possession in any bankruptcy or insolvency proceeding, or if the Lease Agreement is terminated for any reason other than a default which could have been but was not cured by Lender as provided in Paragraph 7(c) above, and if, within forty-five (45) days after such termination, Lender or a Substitute Party shall so request, Lessor will execute and deliver to Lender a new lease or leases, which new lease shall be on the same terms and conditions as

the original Sublease for the remaining term of the original Sublease (including any option periods) before giving effect to such termination.

8. Lessor agrees that, so long as the Deeds of Trust remains in effect, all insurance proceeds which become due and payable with respect to the Property or any interest therein shall be paid and applied in accordance with the Sublease.

9. Lessor hereby represents and warrants that (a) the execution, delivery and performance by Lessor of the Sublease and this Estoppel and Consent have been duly authorized by all necessary action on the part of Lessor, and do not and will not require any further consents or approvals which have not been obtained, or violate any provision of any law, regulation, order, judgment, injunction or similar matters or materially breach any agreement presently in effect with respect to or binding on Lessor, (b) this Estoppel and Consent and the Sublease are legal, valid and binding obligations of Lessor enforceable against Lessor, (c) as of the date hereof, the Sublease is in full force and effect and have not been amended, supplemented or modified, and (d) to the best of Lessor's knowledge, Borrower and Borrower's predecessors-in-interest, has fulfilled all of its obligations under the Sublease, and there are no breaches or unsatisfied conditions presently existing (or which would exist after the passage of time and/or giving of notice) that would allow Lessor to terminate the Sublease.

10. All notices in connection with this Estoppel and Consent shall be given in writing and shall be delivered by hand or sent by private delivery service or certified mail return receipt requested (airmail, if overseas), postage prepaid. All such notices shall be sent to the appropriate address set forth below or to such other number or address as shall have been subsequently specified by written notice to the other party or parties, and shall be sent with copies, if any, as indicated below. All such notices shall be effective upon receipt, and electronic confirmation of receipt.

Lessor: PTP, INC.
P.O. Box 188
Minden, NV 89423

Lender: NOVASEL & SCHWARTE INVESTMENTS, INC.,
dba Western Highland Mortgage Company
3170 Highway 50, Suite 10
South Lake Tahoe, CA 96150-1114

Borrower: OCEAN DUNE, LLC
Attn: Ronald A. Goodman
3145 Geary Blvd., #703
San Francisco, CA 94118

11. Any rights granted to Lender hereunder shall be in addition to, and not in derogation of, any rights granted pursuant to the Sublease.

12. This Estoppel and Consent shall be binding upon and benefit the successors and assigns of Lessor, Borrower, Lender and their respective successors, transferees and assigns. This Estoppel and Consent constitutes the entire agreement between the parties with respect to the subject matter hereof. This Estoppel and Consent has been reviewed by each party hereto and their respective attorneys and shall be construed as to its fair meaning and not strictly for or against any party. No termination, amendment, variation or waiver of any provisions of this Estoppel and Consent shall be effective unless in writing and signed by Lessor and Lender. This Estoppel and Consent shall be governed by the laws of the state of Nevada. This Estoppel and Consent may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. The signature page and acknowledgment of any counterpart may be removed therefrom and attached to any other counterpart to evidence execution thereof by all of the parties hereto without affecting the validity thereof. Except as otherwise set forth in Paragraph 7(b) above, notwithstanding any provision or term of this Estoppel and Consent, and further notwithstanding the generality of any statement as set forth herein, no term, provision or condition of the Sublease shall be deemed modified, amended, altered, changed or waived by reason of this Estoppel and Consent.

13. The parties hereto acknowledge that this Estoppel and Consent is consistent with and not in violation of the Sublease; nor is this Estoppel and Consent in violation of any applicable federal regulation.

IN WITNESS WHEREOF, Lessor has duly executed this Estoppel and Consent as of the date first set forth above.

LESSOR:

PTP, INC.

Ray D May
Ray D. May
Its: Secretary

ACCEPTED AND AGREED TO:

BORROWER

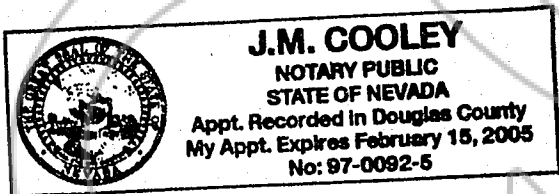
OCEAN DUNE, LLC,
A Nevada Limited Liability Company

By: _____
RONALD A. GOODMAN,

By: *Jerry C. Goodman*
JERRY C. GOODMAN,

STATE OF NEVADA)
)
) : ss.
COUNTY OF Douglas)

On October 10, 2002, personally appeared before me, a notary public, Ray D. May, personally known (or proved) to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that he is the Secretary of PTP, INC., a Nevada corporation, and who further acknowledged to me that he executed the foregoing Estoppel and Consent on behalf of said corporation.



J.M. Cooley
NOTARY PUBLIC

STATE OF _____)
 : ss.
COUNTY OF _____)

On _____, 2002, personally appeared before me, a notary public,
RONALD A. GOODMAN, the _____ of OCEAN DUNE, LLC, a Nevada Limited Liability
Company, personally known (or proved) to me to be the person whose name is subscribed to the
foregoing Estoppel and Consent, who acknowledged to me that he executed the foregoing document
in his capacity as _____ of OCEAN DUNE, LLC.

NOTARY PUBLIC

STATE OF Nevada)
 : ss.
COUNTY OF Douglas)

On October 17, 2002, personally appeared before me, a notary public,
JERRY C. GOODMAN, the manager / ~~member~~ of OCEAN DUNE, LLC, a Nevada Limited Liability
Company, personally known (or proved) to me to be the person whose name is subscribed to the
foregoing Estoppel and Consent, who acknowledged to me that he executed the foregoing document
in his capacity as manager / ~~member~~ of OCEAN DUNE, LLC.

J.M. Cooley

NOTARY PUBLIC

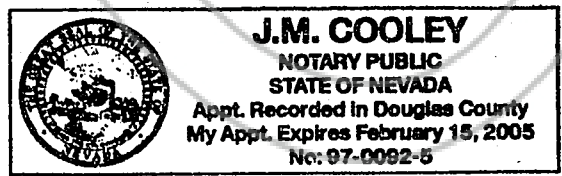


EXHIBIT "A"

LEGAL DESCRIPTION

The Leasehold Estate created by the sublease executed by PTP, INC., A NEVADA CORPORATION, as Lessor, to OCEAN DUNES LLC, A NEVADA LIMITED LIABILITY COMPANY, as Lessee, dated April 1, 2002 1997 in Book 0402, at Page 9516, as Document No. 541005, demising and leasing for a term of 50 years, the following described premises towit:

Lot 63 as set forth on Record of Survey of PINEVIEW DEVELOPMENT, UNIT NO. 3, being filed for record with the Douglas County Recorder on February 15, 2002, in Book 0202, Page 5047, as Document No. 534794.

A portion of APN 1121-05-000-003 and
A portion of APN 1121-05-000-004

COPY

0555898

BK1002PG11540

EXHIBIT "B"

LEGAL DESCRIPTION

The Leasehold Estate created by the sublease executed by PTP, INC., A NEVADA CORPORATION, as Lessor, to OCEAN DUNES LLC, A NEVADA LIMITED LIABILITY COMPANY, as Lessee, dated April 1, 2002 1997 in Book 0402, at Page 9516, as Document No. 541005, demising and leasing for a term of 50 years, the following described premises towit:

Lot 64 as set forth on Record of Survey of PINEVIEW DEVELOPMENT, UNIT NO. 3, being filed for record with the Douglas County Recorder on February 15, 2002, in Book 0202, Page 5047, as Document No. 534794.

A portion of APN 1121-05-000-003 and
A portion of APN 1121-05-000-004

COPY

0555898

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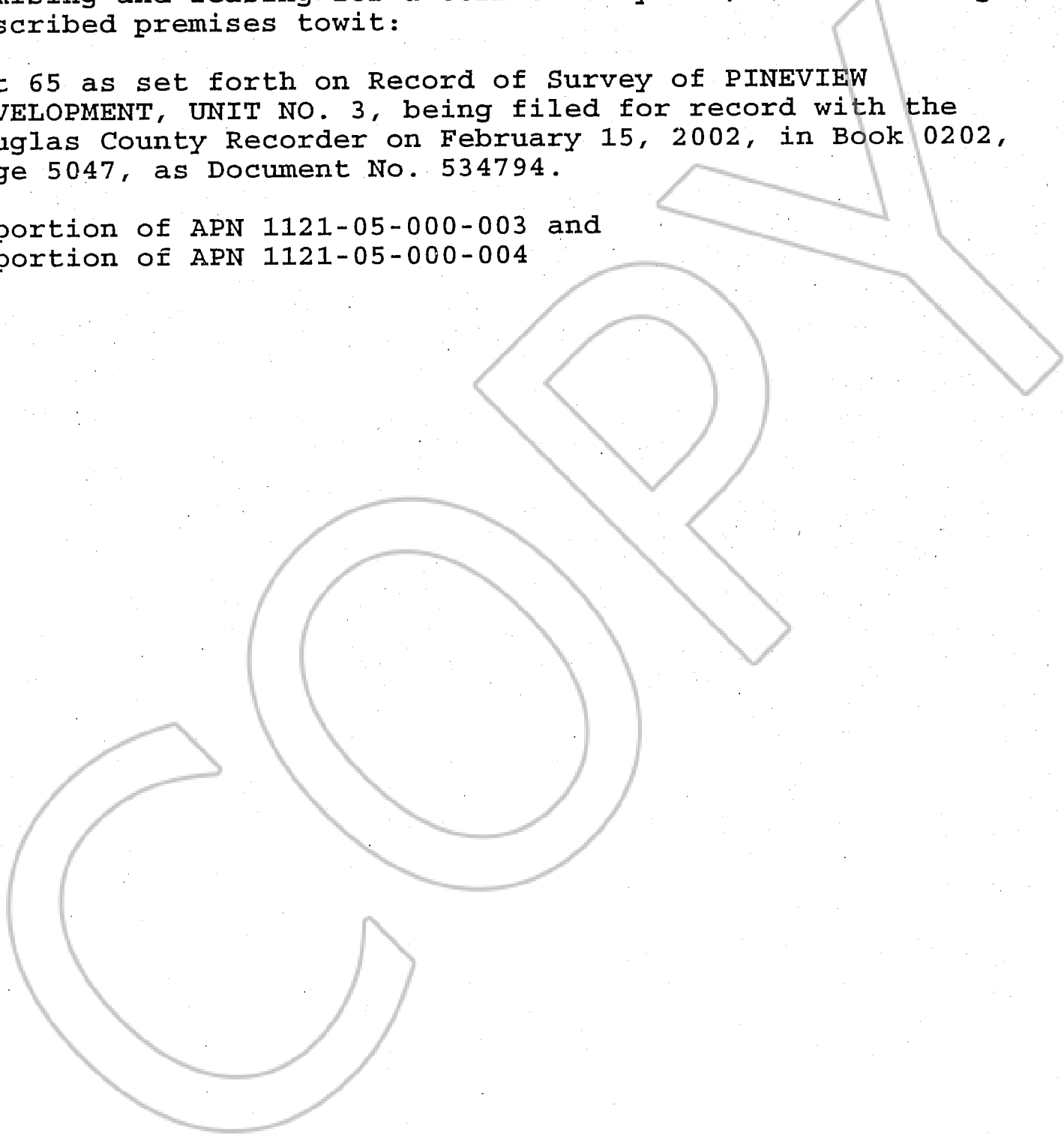
EXHIBIT "C"

LEGAL DESCRIPTION

The Leasehold Estate created by the sublease executed by PTP, INC., A NEVADA CORPORATION, as Lessor, to OCEAN DUNES LLC, A NEVADA LIMITED LIABILITY COMPANY, as Lessee, dated April 1, 2002 1997 in Book 0402, at Page 9516, as Document No. 541005, demising and leasing for a term of 50 years, the following described premises towit:

Lot 65 as set forth on Record of Survey of PINEVIEW DEVELOPMENT, UNIT NO. 3, being filed for record with the Douglas County Recorder on February 15, 2002, in Book 0202, Page 5047, as Document No. 534794.

A portion of APN 1121-05-000-003 and
A portion of APN 1121-05-000-004



0555898

BK1002PG11542

EXHIBIT "D"

LEGAL DESCRIPTION

The Leasehold Estate created by the sublease executed by PTP, INC., A NEVADA CORPORATION, as Lessor, to OCEAN DUNES LLC, A NEVADA LIMITED LIABILITY COMPANY, as Lessee, dated April 1, 2002 1997 in Book 0402, at Page 9516, as Document No. 541005, demising and leasing for a term of 50 years, the following described premises towit:

Lot 73 as set forth on Record of Survey of PINEVIEW DEVELOPMENT, UNIT NO. 3, being filed for record with the Douglas County Recorder on February 15, 2002, in Book 0202, Page 5047, as Document No. 534794.

A portion of APN 1121-05-000-003 and
A portion of APN 1121-05-000-004

COPY

0555898

BK1002PG11543

This document is executed in counterpart, each of which is deemed to be an original, but such counterparts together constitute but one and the same instrument.

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Novasel & Schwarte Investments, Inc., dba
Western Highland Mortgage Company
3170 Highway 50, Suite 10
South Lake Tahoe, CA 96150-1114

LESSOR'S ESTOPPEL AND CONSENT
(Sublease)

This Lessors' Estoppel and Consent ("Estoppel and Consent") dated as of the 9 day of October, 2002, is executed by PTP, INC., a Nevada corporation ("Lessor"), in favor of NOVASEL & SCHWARTE INVESTMENTS, INC., dba Western Highland Mortgage Company, a California corporation ("Lender"), pursuant to four (4) certain Leasehold Deeds of Trust (the "Deeds of Trust"), dated as of September 18, 2002, between Lender and OCEAN DUNE, LLC, a Nevada Limited Liability Company ("Borrower").

RECITALS:

A. The SECRETARY OF THE INTERIOR OF THE UNITED STATES ("Secretary"), by and through the Western Nevada Agency of the Bureau of Indian Affairs, control certain real property located in Douglas County Nevada commonly known as the Carson Colony Allotment 234 ("CC 234").

B. LEON MARK KIZER ("Kizer") is the owner of the CC 234.

C. Pursuant to that certain Master Lease Agreement dated October 8, 1997 ("Master Lease"), Kizer has leased CC 234 to PTP, INC., a Nevada corporation ("PTP"). The Master Lease was recorded October 13, 1997, as Document No. 423882 in the Official Records of Douglas, Nevada.

D. Pursuant to that certain Sublease dated April 1, 2002, recorded April 30, 2002 as Document No. 541005, in the Official Records of Douglas County, Nevada, Lessor has subleased portions of CC 234 to Borrower ("Sublease"). The relevant portions of CC 234 subleased to Borrower are more particularly described in Exhibits "A," "B," "C," and "D," which are incorporated by this reference as if fully set forth herein ("Property").

E. Borrower has executed and delivered to Lender the Deeds of Trust encumbering all of Borrower's right, title and interest in, to and under the Sublease covering the Property.

AGREEMENT

NOW, THEREFORE, with the understanding that Lender will be relying on each of the statements contained in this Estoppel and Consent and that Lender would not extend credit to Borrower without having received this Estoppel and Consent, Lessor hereby certifies, acknowledges and agrees as follows:

1. The Master Lease and any amendments thereto constitute the only agreement between Kizer and Lessor with respect to the interests described therein.
2. The Master Lease is in full force and effect and contains the valid and binding obligations of Lessor.
3. The Sublease is in full force and effect and contain the valid and binding obligations of Borrower.
4. To the best of Lessor's knowledge, Borrower, or any other successor-in-interest or predecessor-in-interest of Borrower, is not in default in the performance of the Sublease and no event has occurred which with the passage of time or the giving of notice, or both, would constitute a default by Borrower under the Sublease.
5. Lessor is not in default in the performance of the Master Lease and no event has occurred which with the passage of time or the giving of notice, or both, would constitute a default by Lessor under the Master Lease.
6. Lessor has not assigned, sublet, hypothecated, or otherwise transferred their interests, or any portion thereof, under the Sublease.
7. Lessor acknowledges and agrees that the Borrower has the right to encumber its interest under the Sublease with the Deeds of Trust. Lessor consents to the encumbrance of the Deeds of Trust and agrees with Lender for the benefit of Lender as follows:
 - (a) Lender shall be entitled to exercise all rights and to cure any default of Borrower under the Sublease. Upon receipt of notice from Lender, Lessor agrees to accept such exercise and cure by Lender or any Substitute Party (as defined in Paragraph 7(d) hereof) or subsequent Substitute Party and to render all performance due by Lessor under the Sublease and this Estoppel and Consent to Lender or such approved Substitute Party, as the case may be.
 - (b) Lessor is hereby notified that Borrower is entering into an agreement with Lender to the effect that Borrower will not agree to any modifications or amendments to the Sublease and Borrower will not waive any provision or condition of the Sublease or subordinate or elect to terminate or surrender the Sublease in any respect without the written

consent of Lender, and that any such modification, waiver, subordination or election without the written consent of Lender shall be void and have no force and effect. Lessor acknowledges receipt of the foregoing notification. Lessor will deliver to Lender duplicates or copies of all notices of default delivered under or pursuant to the Sublease in accordance with the terms of the Sublease and will advise Lender promptly of any amendments to the Sublease.

(c) Lessor will not terminate the Sublease on account of any default or breach of Borrower thereunder without written notice to Lender providing Lender with at least forty-five (45) days from the date of notice of default or breach to cure such default if such default is the failure to pay amounts to Lessor which are due and payable under the Sublease or (ii) a reasonable opportunity (taking into account the nature of the necessary cure) to cure such breach or default if the breach or default cannot be cured by the payment of money to Lessor, so long as Lender or a Substitute Party (as defined in Paragraph 7(d) below) shall have commenced to cure the breach or default within such sixty (60) day period and thereafter diligently pursues such cure to completion and continues to perform any monetary or other material obligations under the Sublease.

(d) As used in this Estoppel and Consent, the term "Substitute Party" shall mean one or more of the following: (i) a receiver (pending foreclosure and subsequent transfer of the Leasehold Interest), (ii) any purchaser or grantee at a foreclosure sale, (iii) any transferee receiving an interest in the Leasehold Interest through a transfer from Borrower in lieu of foreclosure, or (iv) any other designee of Lender to which an interest in the Leasehold Interest is transferred. However, a person or entity described in clauses (ii), (iii), or (iv) shall be a Substitute Party only if the person or entity assumes all future obligations of Borrower under the Sublease and either pays cash for the Leasehold Interest without encumbering the Leasehold Interest or acquires the Leasehold Interest with a loan from Borrower secured by the Leasehold Interest. Lessor consents to the transfer of Borrower's interest under the Sublease or new lease entered into pursuant to Paragraph 7(e) below to Lender or a Substitute Party as described above. If Borrower's interest under the Sublease or under the new lease entered into pursuant to Paragraph 7(e) is transferred to Lender or Substitute Party, Lender shall have the right to further transfer or cause to be transferred the interest in the Sublease to a Substitute Party. Upon the transfer of the Sublease to a Substitute Party, Lender and its officers, directors, agents, employees and contractors shall be released from any future liability under the Sublease to the extent of the interest assigned.

(e) In the event that the Sublease is rejected by a trustee or debtor-in-possession in any bankruptcy or insolvency proceeding, or if the Lease Agreement is terminated for any reason other than a default which could have been but was not cured by Lender as provided in Paragraph 7(c) above, and if, within forty-five (45) days after such termination, Lender or a Substitute Party shall so request, Lessor will execute and deliver to Lender a new lease or leases, which new lease shall be on the same terms and conditions as

the original Sublease for the remaining term of the original Sublease (including any option periods) before giving effect to such termination.

8. Lessor agrees that, so long as the Deeds of Trust remains in effect, all insurance proceeds which become due and payable with respect to the Property or any interest therein shall be paid and applied in accordance with the Sublease.

9. Lessor hereby represents and warrants that (a) the execution, delivery and performance by Lessor of the Sublease and this Estoppel and Consent have been duly authorized by all necessary action on the part of Lessor, and do not and will not require any further consents or approvals which have not been obtained, or violate any provision of any law, regulation, order, judgment, injunction or similar matters or materially breach any agreement presently in effect with respect to or binding on Lessor, (b) this Estoppel and Consent and the Sublease are legal, valid and binding obligations of Lessor enforceable against Lessor, (c) as of the date hereof, the Sublease is in full force and effect and have not been amended, supplemented or modified, and (d) to the best of Lessor's knowledge, Borrower and Borrower's predecessors-in-interest, has fulfilled all of its obligations under the Sublease, and there are no breaches or unsatisfied conditions presently existing (or which would exist after the passage of time and/or giving of notice) that would allow Lessor to terminate the Sublease.

10. All notices in connection with this Estoppel and Consent shall be given in writing and shall be delivered by hand or sent by private delivery service or certified mail return receipt requested (airmail, if overseas), postage prepaid. All such notices shall be sent to the appropriate address set forth below or to such other number or address as shall have been subsequently specified by written notice to the other party or parties, and shall be sent with copies, if any, as indicated below. All such notices shall be effective upon receipt, and electronic confirmation of receipt.

Lessor: PTP, INC.
P.O. Box 188
Minden, NV 89423

Lender: NOVASEL & SCHWARTE INVESTMENTS, INC.,
dba Western Highland Mortgage Company
3170 Highway 50, Suite 10
South Lake Tahoe, CA 96150-1114

Borrower: OCEAN DUNE, LLC
Attn: Ronald A. Goodman
3145 Geary Blvd., #703
San Francisco, CA 94118

11. Any rights granted to Lender hereunder shall be in addition to, and not in derogation of, any rights granted pursuant to the Sublease.

12. This Estoppel and Consent shall be binding upon and benefit the successors and assigns of Lessor, Borrower, Lender and their respective successors, transferees and assigns. This Estoppel and Consent constitutes the entire agreement between the parties with respect to the subject matter hereof. This Estoppel and Consent has been reviewed by each party hereto and their respective attorneys and shall be construed as to its fair meaning and not strictly for or against any party. No termination, amendment, variation or waiver of any provisions of this Estoppel and Consent shall be effective unless in writing and signed by Lessor and Lender. This Estoppel and Consent shall be governed by the laws of the state of Nevada. This Estoppel and Consent may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. The signature page and acknowledgment of any counterpart may be removed therefrom and attached to any other counterpart to evidence execution thereof by all of the parties hereto without affecting the validity thereof. Except as otherwise set forth in Paragraph 7(b) above, notwithstanding any provision or term of this Estoppel and Consent, and further notwithstanding the generality of any statement as set forth herein, no term, provision or condition of the Sublease shall be deemed modified, amended, altered, changed or waived by reason of this Estoppel and Consent.

13. The parties hereto acknowledge that this Estoppel and Consent is consistent with and not in violation of the Sublease; nor is this Estoppel and Consent in violation of any applicable federal regulation.

IN WITNESS WHEREOF, Lessor has duly executed this Estoppel and Consent as of the date first set forth above.

LESSOR:

PTP, INC.

Ray D May

Its: Secretary

ACCEPTED AND AGREED TO:

BORROWER

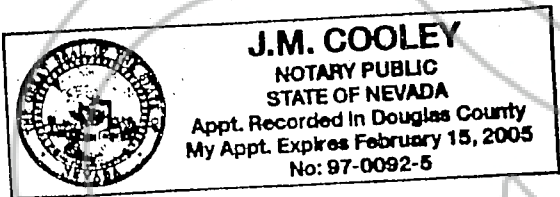
OCEAN DUNE, LLC,
A Nevada Limited Liability Company

By: *Ronald A. Goodman*
RONALD A. GOODMAN,

By: *Jerry C. Goodman*
JERRY C. GOODMAN,

STATE OF NEVADA)
 : SS.
COUNTY OF Douglas)

On October 10, 2002, personally appeared before me, a notary public, Rayd. May, personally known (or proved) to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that he is the Secretary of PTP, INC., a Nevada corporation, and who further acknowledged to me that he executed the foregoing Estoppel and Consent on behalf of said corporation.



J.M. Cooley
NOTARY PUBLIC

STATE OF California

: ss.

COUNTY OF San Francisco

On October 18, 2002, personally appeared before me, a notary public,

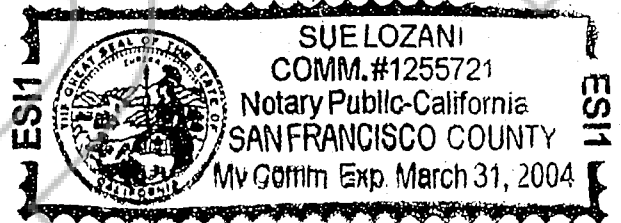
RONALD A. GOODMAN, the manager / member of OCEAN DUNE, LLC, a Nevada Limited Liability Company, ~~personally known (or proved)~~ to me to be the person whose name is subscribed to the

foregoing Estoppel and Consent, who acknowledged to me that he executed the foregoing document

in his capacity as manager / member of OCEAN DUNE, LLC.

Sue Lozani

NOTARY PUBLIC



STATE OF Nevada

: ss.

COUNTY OF Douglas

On October 17, 2002, personally appeared before me, a notary public,

JERRY C. GOODMAN, the manager / member of OCEAN DUNE, LLC, a Nevada Limited Liability Company, personally known (or proved) to me to be the person whose name is subscribed to the

foregoing Estoppel and Consent, who acknowledged to me that he executed the foregoing document

in his capacity as manager / member of OCEAN DUNE, LLC.

J.M. Cooley
NOTARY PUBLIC

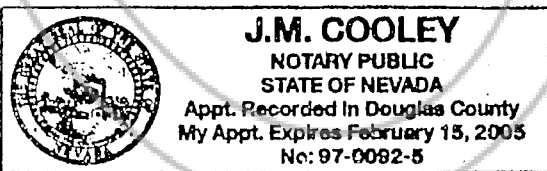


EXHIBIT "A"

LEGAL DESCRIPTION

The Leasehold Estate created by the sublease executed by PTP, INC., A NEVADA CORPORATION, as Lessor, to OCEAN DUNES LLC, A NEVADA LIMITED LIABILITY COMPANY, as Lessee, dated April 1, 2002 1997 in Book 0402, at Page 9516, as Document No. 541005, demising and leasing for a term of 50 years, the following described premises towit:

Lot 63 as set forth on Record of Survey of PINEVIEW DEVELOPMENT, UNIT NO. 3, being filed for record with the Douglas County Recorder on February 15, 2002, in Book 0202, Page 5047, as Document No. 534794.

A portion of APN 1121-05-000-003 and
A portion of APN 1121-05-000-004

COPY

0555898

BK1002PG11551

EXHIBIT "B"

LEGAL DESCRIPTION

The Leasehold Estate created by the sublease executed by PTP, INC., A NEVADA CORPORATION, as Lessor, to OCEAN DUNES LLC, A NEVADA LIMITED LIABILITY COMPANY, as Lessee, dated April 1, 2002 1997 in Book 0402, at Page 9516, as Document No. 541005, demising and leasing for a term of 50 years, the following described premises towit:

Lot 64 as set forth on Record of Survey of PINEVIEW DEVELOPMENT, UNIT NO. 3, being filed for record with the Douglas County Recorder on February 15, 2002, in Book 0202, Page 5047, as Document No. 534794.

A portion of APN 1121-05-000-003 and
A portion of APN 1121-05-000-004

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EXHIBIT "C"

LEGAL DESCRIPTION

The Leasehold Estate created by the sublease executed by PTP, INC., A NEVADA CORPORATION, as Lessor, to OCEAN DUNES LLC, A NEVADA LIMITED LIABILITY COMPANY, as Lessee, dated April 1, 2002 1997 in Book 0402, at Page 9516, as Document No. 541005, demising and leasing for a term of 50 years, the following described premises towit:

Lot 65 as set forth on Record of Survey of PINEVIEW DEVELOPMENT, UNIT NO. 3, being filed for record with the Douglas County Recorder on February 15, 2002, in Book 0202, Page 5047, as Document No. 534794.

A portion of APN 1121-05-000-003 and
A portion of APN 1121-05-000-004

COPY

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EXHIBIT "D"

LEGAL DESCRIPTION

The Leasehold Estate created by the sublease executed by PTP, INC., A NEVADA CORPORATION, as Lessor, to OCEAN DUNES LLC, A NEVADA LIMITED LIABILITY COMPANY, as Lessee, dated April 1, 2002 1997 in Book 0402, at Page 9516, as Document No. 541005, demising and leasing for a term of 50 years, the following described premises towit:

Lot 73 as set forth on Record of Survey of PINEVIEW DEVELOPMENT, UNIT NO. 3, being filed for record with the Douglas County Recorder on February 15, 2002, in Book 0202, Page 5047, as Document No. 534794.

A portion of APN 1121-05-000-003 and

A portion of APN 1121-05-000-004

COPY

REQUESTED BY
Stewart Title of Douglas County
IN OFFICIAL RECORDS OF
DOUGLAS CO. NEVADA

2002 OCT 24 PM 4:43

LINDA SLATER
RECORDER

\$ 35⁰⁰ PAID KD DEPUTY

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