

1319-03-711-001, 1319-03-810-001
1319-10-112-001
1319-03-610-001
APN 1419-26-001-011, 001
RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Bank of America, N.A.
MO1-800-08-11
800 Market Street
St. Louis, MO 63101

DOC # 0651068
08/01/2005 04:17 PM Deputy: KLJ

OFFICIAL RECORD
Requested By:
STEWART TITLE OF DOUGLAS
COUNTY

Douglas County - NV
Werner Christen - Recorder

Page: 1 Of 39 Fee: 52.00
BK-0805 PG-00587 RPTT: # 0



050701207

Space above this line for Recorder's Use

**DEED OF TRUST, ASSIGNMENT OF RENTS
AND FIXTURE FILING**

- If this box is checked, this document is a **CONSTRUCTION TRUST DEED** securing a construction loan.

This Deed of Trust, Assignment of Rents and Fixture Filing is made as of July 27, 2005 (this "Deed of Trust"), by MDA ENTERPRISES, INC., as trustor ("Trustor"), to STEWART TITLE INSURANCE COMPANY, as trustee ("Trustee"), for the benefit of BANK OF AMERICA, N.A., a national banking association, as beneficiary ("Beneficiary").

Capitalized terms used in this Deed of Trust without definition have the meanings given them in the Loan Agreement referred to in Section 1.2(c) hereof.

1. GRANT IN TRUST.

1.1 The Property. For the purpose of securing payment and performance of the Secured Obligations defined in Section 2 below, Trustor hereby irrevocably and unconditionally grants, conveys, transfers and assigns to Trustee, in trust for the benefit of Beneficiary, with power of sale and right of entry and possession, all estate, right, title and interest which Trustor now has or may later acquire in the following property (collectively, the "Property"):

(a) The real property located in the County of Douglas, State of Nevada, as described in Exhibit A hereto;

(b) All buildings, structures, improvements, fixtures and appurtenances now or hereafter placed on such real property, and all apparatus and equipment now or hereafter attached in any manner to the real property or any building on the real property, including all pumping plants, engines, pipes, ditches and flumes, and also all gas, electric, cooking, heating, cooling, air conditioning, lighting, refrigeration and plumbing fixtures and equipment, all of which shall be considered to the fullest extent of the law to be real property for purposes of this Deed of Trust;

(c) All easements, rights to easements and rights of way appurtenant to such real property; all crops (growing or to be grown on such real property); all standing timber upon such real property; all development rights or credits and air rights; all water and water rights (whether riparian, appropriative, or otherwise, and whether or not appurtenant to such real property) and shares of stock pertaining to such water or water rights, ownership of which affect such real property; all minerals, oil, gas, and other hydrocarbon substances and rights thereto in, on, under, or upon such real property;

(d) All existing and future leases, subleases, subtenancies, licenses, occupancy agreements, other agreements and concessions relating to the use and enjoyment of all or any part of such real property, including any leases or tenancies in any part of any real property adjacent to such real property if related to the use and/or enjoyment of the real property, and any and all guaranties and other agreements relating to or made in connection with any of the foregoing;

(e) All proceeds, including all claims to and demands for them, of the voluntary or involuntary conversion of any of the real property, buildings or the other property described above into cash or liquidated claims, including proceeds of all present and future fire, hazard or casualty insurance policies, whether or not such policies are required by Beneficiary, and all condemnation awards or payments now or later to be made by any public body or decree by any court of competent jurisdiction for any taking or in connection with any condemnation or eminent domain proceeding, and all causes of action and their proceeds for any breach of warranty, misrepresentation, damage or injury to, or defect in, the real property, buildings or the other property described above or any part of them; and

(f) All proceeds of, additions and accretions to, substitutions and replacements for, and changes in any of the property described above.

1.2 Fixture Filing. This Deed of Trust constitutes a financing statement filed as a fixture filing under the Nevada Uniform Commercial Code, as amended or recodified from time to time, covering any Property which now is or later may become a fixture attached to the real property described in Paragraph 1.1(a) or any building located thereon.

2. THE SECURED OBLIGATIONS.

2.1 Purpose of Securing. Trustor makes the grant, conveyance, transfer and assignment set forth in Section 1 for the purpose of securing the following obligations (the "Secured Obligations") in any order of priority that Beneficiary may choose:

(a) Payment of all obligations of MDA Enterprises, Inc. ("Obligor") to Beneficiary arising under the following instrument(s) or agreement(s) (the "Debt Instrument"):

(i) That certain promissory note dated as of the date hereof payable by Obligor, as maker, in the stated principal amount of Four Million Eight Hundred Fifty Thousand and 00/100 Dollars (\$4,850,000.00) to the order of Beneficiary, as payee.

(ii) That certain Loan Agreement dated as of the date hereof between Obligor, as borrower, and Beneficiary, as lender, which provides for extensions of credit in a principal amount not exceeding Four Million Eight Hundred Fifty Thousand and 00/100 Dollars (\$4,850,000.00).

This Deed of Trust also secures payment of all obligations of Obligor under the Debt Instrument which arise after the Debt Instrument is extended, renewed, modified or amended pursuant to any written agreement between Obligor and Beneficiary, and all obligations of Obligor under any successor agreement or instrument which restates and supersedes the Debt Instrument in its entirety;

(b) Payment and performance of all obligations of Trustor under this Deed of Trust;

(c) Payment and performance of all obligations of Obligor under any Swap Contract with respect to which there is a writing evidencing the parties' agreement that said Swap Contract shall be secured by this Deed of Trust. "Swap Contract" means any document,

instrument or agreement with Beneficiary, now existing or entered into in the future, relating to an interest rate swap transaction, forward rate transaction, interest rate cap, floor or collar transaction, any similar transaction, any option to enter into any of the foregoing, and any combination of the foregoing, which agreement may be oral or in writing, including, without limitation, any master agreement relating to or governing any or all of the foregoing and any related schedule or confirmation, each as amended from time to time; and

(d) Payment and performance of all future advances and other obligations that Trustor (or any successor in interest to Trustor) or Obligor (if different from Trustor) may agree to pay and/or perform (whether as principal, surety or guarantor) to or for the benefit of Beneficiary, when a writing signed by Trustor (or any successor in interest to Trustor) evidences said parties' agreement that such advance or obligation be secured by this Deed of Trust.

This Deed of Trust does not secure any obligation which expressly states that it is unsecured, whether contained in the foregoing Debt Instrument or in any other document, agreement or instrument.

2.2 Terms of Secured Obligations. All persons who may have or acquire an interest in all or any part of the Property will be considered to have notice of, and will be bound by, the terms of the Debt Instrument described in Paragraph 2.1(a) and each other agreement or instrument made or entered into in connection with each of the Secured Obligations. These terms include any provisions in the Debt Instrument which permit borrowing, repayment and re-borrowing, or which provide that the interest rate on one or more of the Secured Obligations may vary from time to time. The Debt Instrument may include, without limitation, the following:

(a) A revolving line of credit to Obligor pursuant to which Obligor may borrow, repay extensions of credit, and re-borrow amounts which have been repaid. The unpaid balance of the revolving line of credit may at certain times be zero. A zero balance does not affect Beneficiary's agreement to make further extensions of credit under the Debt Instrument. Beneficiary's interest under this Deed of Trust will remain in full force and effect notwithstanding a zero balance under the revolving line of credit.

(b) An interest rate which may vary from time to time on one or more of the obligations arising under the Debt Instrument.

(c) Pursuant to Nevada Revised Statutes Sections 106.300 et seq., or any successor statutes, the lien of this Deed of Trust may, at the option of Beneficiary, secure future advances made by Beneficiary, up to a maximum principal amount of Four Million Eight Hundred Fifty Thousand and 00/100 Dollars (\$4,850,000.00), together with interest thereon, with a priority dating from the time that this instrument is recorded in the office of the appropriate county recorder.

3. ASSIGNMENT OF RENTS.

3.1 Assignment. Trustor hereby irrevocably, absolutely, presently and unconditionally assigns to Beneficiary all rents, royalties, issues, profits, revenue, income and proceeds of the Property, whether now due, past due or to become due, including all prepaid rents and security deposits (collectively, the "Rents"), and confers upon Beneficiary the right to collect such Rents with or without taking possession of the Property. In the event that anyone establishes and exercises any right to develop, bore for or mine for any water, gas, oil or mineral on or under the surface of the Property, any sums that may become due and payable to Trustor as bonus or royalty payments, and any damages or other compensation payable to Trustor in connection with the exercise of any such rights, shall also be considered Rents assigned under this Paragraph. THIS IS AN ABSOLUTE ASSIGNMENT, NOT AN ASSIGNMENT FOR SECURITY ONLY.



3.2 Grant of License. Notwithstanding the provisions of Paragraph 3.1, Beneficiary hereby confers upon Trustor a license (the "License") to collect and retain the Rents as they become due and payable, so long as no Event of Default, as defined in Paragraph 5.2, shall exist and be continuing. If an Event of Default has occurred and is continuing, Beneficiary shall have the right, which it may choose to exercise in its sole discretion, to terminate the License without notice to or demand upon Trustor, and without regard to the adequacy of the security for the Secured Obligations.

4. RIGHTS AND DUTIES OF THE PARTIES.

4.1 Representations and Warranties. Trustor represents and warrants that Trustor lawfully possesses and holds fee simple title to all of the Property, unless Trustor's present interest in the Property is described in Exhibit A as a leasehold interest, in which case Trustor lawfully possesses and holds a leasehold interest in the Property as stated in Exhibit A.

4.2 Taxes, Assessments, Liens and Encumbrances. Trustor shall pay prior to delinquency all taxes, levies, charges and assessments, including assessments on appurtenant water stock, imposed by any public or quasi-public authority or utility company which are (or if not paid, may become) a lien on all or part of the Property or any interest in it, or which may cause any decrease in the value of the Property or any part of it. Trustor shall immediately discharge any lien on the Property which Beneficiary has not consented to in writing, and shall also pay when due each obligation secured by or reducible to a lien, charge or encumbrance which now or hereafter encumbers or appears to encumber all or part of the Property, whether the lien, charge or encumbrance is or would be senior or subordinate to this Deed of Trust.

4.3 Damages and Insurance and Condemnation Proceeds.

(a) Trustor hereby absolutely and irrevocably assigns to Beneficiary, and authorizes the payor to pay to Beneficiary, the following claims, causes of action, awards, payments and rights to payment (collectively, the "Claims"):

(i) all awards of damages and all other compensation payable directly or indirectly because of a condemnation, proposed condemnation or taking for public or private use which affects all or part of the Property or any interest in it;

(ii) all other awards, claims and causes of action, arising out of any breach of warranty or misrepresentation affecting all or any part of the Property, or for damage or injury to, or defect in, or decrease in value of all or part of the Property or any interest in it;

(iii) all proceeds of any insurance policies payable because of loss sustained to all or part of the Property, whether or not such insurance policies are required by Beneficiary; and

(iv) all interest which may accrue on any of the foregoing.

(b) Trustor shall immediately notify Beneficiary in writing if:

(i) any damage occurs or any injury or loss is sustained to all or part of the Property, or any action or proceeding relating to any such damage, injury or loss is commenced; or

(ii) any offer is made, or any action or proceeding is commenced, which relates to any actual or proposed condemnation or taking of all or part of the Property.



If Beneficiary chooses to do so, it may in its own name appear in or prosecute any action or proceeding to enforce any cause of action based on breach of warranty or misrepresentation, or for damage or injury to, defect in, or decrease in value of all or part of the Property, and it may make any compromise or settlement of the action or proceeding. Beneficiary, if it so chooses, may participate in any action or proceeding relating to condemnation or taking of all or part of the Property, and may join Trustor in adjusting any loss covered by insurance.

(c) All proceeds of the Claims assigned to Beneficiary under this Paragraph shall be paid to Beneficiary. In each instance, Beneficiary shall apply those proceeds first toward reimbursement of all of Beneficiary's costs and expenses of recovering the proceeds, including attorneys' fees. Trustor further authorizes Beneficiary, at Beneficiary's option and in Beneficiary's sole discretion, and regardless of whether there is any impairment of the Property, (i) to apply the balance of such proceeds, or any portion of them, to pay or prepay some or all of the Secured Obligations in such order or proportion as Beneficiary may determine, or (ii) to hold the balance of such proceeds, or any portion of them, in a non-interest-bearing account to be used for the cost of reconstruction, repair or alteration of the Property, or (iii) to release the balance of such proceeds, or any portion of them, to Trustor. If any proceeds are released to Trustor, neither Beneficiary nor Trustee shall be obligated to see to, approve or supervise the proper application of such proceeds. If the proceeds are held by Beneficiary to be used to reimburse Trustor for the costs of restoration and repair of the Property, the Property shall be restored to the equivalent of its original condition, or such other condition as Beneficiary may approve in writing. Beneficiary may, at Beneficiary's option, condition disbursement of the proceeds on Beneficiary's approval of such plans and specifications prepared by an architect satisfactory to Beneficiary, contractor's cost estimates, architect's certificates, waivers of liens, sworn statements of mechanics and materialmen, and such other evidence of costs, percentage of completion of construction, application of payments, and satisfaction of liens as Beneficiary may reasonably require.

4.4 Insurance. Trustor shall provide and maintain in force at all times all risk property damage insurance on the Property and such other type of insurance on the Property as may be required by Beneficiary in its reasonable judgment. At Beneficiary's request, Trustor shall provide Beneficiary with a counterpart original of any policy, together with a certificate of insurance setting forth the coverage, the limits of liability, the carrier, the policy number and the expiration date. Each such policy of insurance shall be in an amount, for a term, and in form and content satisfactory to Beneficiary, and shall be written only by companies approved by Beneficiary. In addition, each policy of hazard insurance shall include a Form 438BFU or equivalent loss payable endorsement in favor of Beneficiary.

4.5 Maintenance and Preservation of Property.

(a) Trustor shall keep the Property in good condition and repair and shall not commit or allow waste of the Property. Trustor shall not remove or demolish the Property or any part of it, or alter, restore or add to the Property, or initiate or allow any change in any zoning or other land use classification which affects the Property or any part of it, except with Beneficiary's express prior written consent in each instance.

(b) If all or part of the Property becomes damaged or destroyed, Trustor shall promptly and completely repair and/or restore the Property in a good and workmanlike manner in accordance with sound building practices, regardless of whether or not Beneficiary agrees to disburse insurance proceeds or other sums to pay costs of the work of repair or reconstruction under Paragraph 4.3.

(c) Trustor shall not commit or allow any act upon or use of the Property which would violate any applicable law or order of any governmental authority, whether now existing or later to be enacted and whether foreseen or unforeseen, or any public or private covenant, condition, restriction or equitable servitude affecting the Property. Trustor shall not bring or keep any article on the Property or cause or allow any condition to exist on it, if that could



invalidate or would be prohibited by any insurance coverage required to be maintained by Trustor on the Property or any part of it under this Deed of Trust.

(d) If Trustor's interest in the Property is a leasehold interest, Trustor shall observe and perform all obligations of Trustor under any lease or leases and shall refrain from taking any actions prohibited by any lease or leases. Trustor shall preserve and protect the leasehold estate and its value.

(e) If the Property is agricultural, Trustor shall farm the Property in a good and husbandlike manner. Trustor shall keep all trees, vines and crops on the Property properly cultivated, irrigated, fertilized, sprayed and fumigated, and shall replace all dead or unproductive trees or vines with new ones. Trustor shall prepare for harvest, harvest, remove and sell any crops growing on the Property. Trustor shall keep all buildings, fences, ditches, canals, wells and other farming improvements on the Property in first class condition, order and repair.

(f) Trustor, at Trustor's expense, shall comply with all laws, rules, orders, ordinances, directions, regulations, and requirements of the Americans with Disabilities Act ("ADA") as amended, and all federal, state, county, and municipal authorities now in force, or which may hereafter be in force which shall impose any duty with respect to the use, occupation, or alteration of the Property.

(g) Trustor shall perform all other acts which from the character or use of the Property may be reasonably necessary to maintain and preserve its value.

4.6 Releases, Extensions, Modifications and Additional Security. Without affecting the personal liability of any person, including Trustor (or Obligor, if different from Trustor), for the payment of the Secured Obligations or the lien of this Deed of Trust on the remainder of the Property for the unpaid amount of the Secured Obligations, Beneficiary and Trustee are respectively empowered as follows:

(a) Beneficiary may from time to time and without notice:

- (i) release any person liable for payment of any Secured Obligation;
- (ii) extend the time for payment, or otherwise alter the terms of payment, of any Secured Obligation;

(iii) accept additional real or personal property of any kind as security for any Secured Obligation, whether evidenced by deeds of trust, mortgages, security agreements or any other instruments of security; or

(iv) alter, substitute or release any property securing the Secured Obligations.

(b) Trustee may perform any of the following acts when requested to do so by Beneficiary in writing:

- (i) consent to the making of any plat or map of the Property or any part of it;
- (ii) join in granting any easement or creating any restriction affecting the Property;
- (iii) join in any subordination or other agreement affecting this Deed of Trust or the lien of it; or



- (iv) reconvey the Property or any part of it without any warranty.

4.7 Reconveyance. When all of the Secured Obligations have been paid in full and no further commitment to extend credit continues, Trustee shall reconvey the Property, or so much of it as is then held under this Deed of Trust, without warranty to the person or persons legally entitled to it. In the reconveyance, the grantee may be described as "the person or persons legally entitled thereto," and the recitals of any matters or facts shall be conclusive proof of their truthfulness. Neither Beneficiary nor Trustee shall have any duty to determine the rights of persons claiming to be rightful grantees of any reconveyance.

4.8 Compensation and Reimbursement of Costs and Expenses.

(a) Trustor agrees to pay fees in the maximum amounts legally permitted, or reasonable fees as may be charged by Beneficiary and Trustee when the law provides no maximum limit, for any services that Beneficiary or Trustee may render in connection with this Deed of Trust, including Beneficiary's providing a statement of the Secured Obligations or Trustee's rendering of services in connection with a reconveyance. Trustor shall also pay or reimburse all of Beneficiary's and Trustee's costs and expenses which may be incurred in rendering any such services.

(b) Trustor further agrees to pay or reimburse Beneficiary for all costs, expenses and other advances which may be incurred or made by Beneficiary or Trustee to protect or preserve the Property or to enforce any terms of this Deed of Trust, including the exercise of any rights or remedies afforded to Beneficiary or Trustee or both of them under Paragraph 5.3, whether any lawsuit is filed or not, or in defending any action or proceeding arising under or relating to this Deed of Trust, including attorneys' fees and other legal costs, costs of any sale of the Property and any cost of evidence of title.

(c) Trustor shall pay all obligations arising under this Paragraph immediately upon demand by Trustee or Beneficiary. Each such obligation shall be added to, and considered to be part of, the principal of the Secured Obligations, and shall bear interest from the date the obligation arises at the rate provided in any instrument or agreement evidencing the Secured Obligations. If more than one rate of interest is applicable to the Secured Obligations, the highest rate shall be used for purposes hereof. If the instrument or agreement evidencing the Secured Obligations does not state a rate of interest, interest shall accrue at the rate of ten percent (10%) per annum.

4.9 Exculpation and Indemnification.

(a) Beneficiary shall not be directly or indirectly liable to Trustor or any other person as a consequence of any of the following:

(i) Beneficiary's exercise of or failure to exercise any rights, remedies or powers granted to it in this Deed of Trust;

(ii) Beneficiary's failure or refusal to perform or discharge any obligation or liability of Trustor under any agreement related to the Property or under this Deed of Trust;

(iii) Beneficiary's failure to produce Rents from the Property or to perform any of the obligations of the lessor under any lease covering the Property;

(iv) any waste committed by lessees of the Property or any other parties, or any dangerous or defective condition of the Property; or

(v) any loss sustained by Trustor or any third party resulting from any act or omission of Beneficiary in operating or managing the Property upon exercise of the rights or remedies afforded Beneficiary under Paragraph 5.3, unless the loss is caused by the wilful misconduct and bad faith of Beneficiary.

Trustor hereby expressly waives and releases all liability of the types described above, and agrees that no such liability shall be asserted against or imposed upon Beneficiary.

(b) Trustor agrees to indemnify Trustee and Beneficiary against and hold them harmless from all losses, damages, liabilities, claims, causes of action, judgments, court costs, attorneys' fees and other legal expenses, cost of evidence of title, cost of evidence of value, and other costs and expenses which either may suffer or incur in performing any act required or permitted by this Deed of Trust or by law or because of any failure of Trustor to perform any of its obligations. This agreement by Trustor to indemnify Trustee and Beneficiary shall survive the release and cancellation of any or all of the Secured Obligations and the full or partial release and/or reconveyance of this Deed of Trust.

4.10 Defense and Notice of Claims and Actions. At Trustor's sole expense, Trustor shall protect, preserve and defend the Property and title to and right of possession of the Property, and the security of this Deed of Trust and the rights and powers of Beneficiary and Trustee created under it, against all adverse claims. Trustor shall give Beneficiary and Trustee prompt notice in writing if any claim is asserted which does or could affect any of these matters, or if any action or proceeding is commenced which alleges or relates to any such claim.

4.11 Substitution of Trustee. From time to time, Beneficiary may substitute a successor to any Trustee named in or acting under this Deed of Trust in any manner now or later to be provided at law, or by a written instrument executed and acknowledged by Beneficiary and recorded in the office of the recorder of the county where the Property is situated. Any such instrument shall be conclusive proof of the proper substitution of the successor Trustee, who shall automatically upon recordation of the instrument succeed to all estate, title, rights, powers and duties of the predecessor Trustee, without conveyance from it.

4.12 Site Visits, Observation and Testing. Beneficiary and its agents and representatives shall have the right at any reasonable time to enter and visit the Property for the purpose of performing appraisals, observing the Property, taking and removing soil or groundwater samples, and conducting tests, among other things, to investigate for the presence of Hazardous Substances. Beneficiary shall have no duty, however, to visit or observe the Property or to conduct tests, and no site visit, observation or testing by Beneficiary shall impose any liability on Beneficiary. In no event shall any site visit, observation or testing by Beneficiary be a representation that Hazardous Substances are or are not present in, on or under the Property, or that there has been or shall be compliance with any law, regulation or ordinance pertaining to Hazardous Substances or any other applicable governmental law. Neither Trustor nor any other party is entitled to rely on any site visit, observation or testing by Beneficiary. Beneficiary owes no duty of care to protect Trustor or any other party against, or to inform Trustor or any other party of, any Hazardous Substances or any other adverse condition affecting the Property. In the event that Beneficiary has a duty or obligation under applicable laws, regulations or legal requirements to disclose any report or findings made as a result of, or in connection with, any site visit, observation or testing by Beneficiary, Beneficiary may make such a disclosure to Trustor or any other party. Trustor understands and agrees that Beneficiary makes no representation or warranty to Trustor or any other party regarding the truth, accuracy or completeness of any such report or findings that may be disclosed. Trustor also understands that, depending on the results of any site visit, observation or testing by Beneficiary which are disclosed to Trustor, Trustor may have a legal obligation to notify one or more environmental agencies of the results and that such reporting requirements are site-specific and are to be evaluated by Trustor without advice or assistance from Beneficiary. Beneficiary shall give Trustor reasonable notice before entering the Property. Beneficiary shall make reasonable efforts to avoid interfering with Trustor's use of the Property in exercising any rights provided in this Section. For purposes of this Paragraph, the term "Hazardous Substance" means any substance, material or waste

which is or becomes designated or regulated as "toxic," "hazardous," "pollutant," "contaminant" or a similar designation or regulation under any federal, state or local law (whether under common law, statute, regulation or otherwise) or judicial or administrative interpretation or such, including without limitation petroleum or natural gas.

4.13 Impound Account. At the request of Beneficiary, Trustor will monthly pay to Beneficiary an amount equal to one-twelfth (1/12th) of the annual costs of taxes and assessments on the Property plus the estimated next insurance premiums on policies of insurance required under Paragraph 4.4 of this Deed of Trust divided by the number of months between the date of computation and the date the insurance premiums are due. Beneficiary may release the amounts paid under this Paragraph to Trustor for payment by Trustor of such taxes, assessments and insurance premiums, or Beneficiary may use such amounts to itself pay such taxes, assessments and insurance premiums, at Beneficiary's option.

5. ACCELERATING TRANSFERS, DEFAULT AND REMEDIES.

5.1 Accelerating Transfers.

(a) "Accelerating Transfer" means any sale, contract to sell, conveyance, encumbrance, lease, or other transfer, whether voluntary, involuntary, by operation of law or otherwise, of all or any material part of the Property or any interest in it, including any transfer or exercise of any right to drill for or to extract any water (other than for Trustor's own use), oil, gas or other hydrocarbon substances or any mineral of any kind on or under the surface of the Property. If Trustor is a corporation, "Accelerating Transfer" also means any transfer or transfers of shares possessing, in the aggregate, more than fifty percent (50%) of the voting power. If Trustor is a partnership, "Accelerating Transfer" also means withdrawal or removal of any general partner, dissolution of the partnership under applicable law, or any transfer or transfers of, in the aggregate, more than fifty percent (50%) of the partnership interests. If Trustor is a limited liability company, "Accelerating Transfer" also means withdrawal or removal of any managing member, termination of the limited liability company or any transfer or transfers of, in the aggregate, more than fifty percent (50%) of the voting power or in the aggregate more than fifty percent of the ownership of the economic interest in the Trustor.

(b) Except as provided in (c) below, Trustor agrees that Trustor shall not make any Accelerating Transfer, unless the transfer is preceded by Beneficiary's express written consent to the particular transaction and transferee. Beneficiary may withhold such consent in its sole discretion. If any Accelerating Transfer occurs, Beneficiary in its sole discretion may declare all of the Secured Obligations to be immediately due and payable, and Beneficiary and Trustee may invoke any rights and remedies provided by Paragraph 5.3 of this Deed of Trust.

5.2 Events of Default. The occurrence of any one or more of the following events, at the option of Beneficiary, shall constitute an event of default ("Event of Default") under this Deed of Trust:

(a) Obligor fails to make any payment, when due, under the Debt Instrument (after giving effect to any applicable grace period), or any other default occurs under and as defined in the Debt Instrument or in any other instrument or agreement evidencing any of the Secured Obligations and such default continues beyond any applicable cure period;

(b) Trustor fails to make any payment or perform any obligation which arises under this Deed of Trust;

(c) Any representation or warranty made in connection with this Deed of Trust or the Secured Obligations proves to have been false or misleading in any material respect when made;

(d) Any default occurs under any other deed of trust on all or any part of the Property, or under any obligation secured by such deed of trust, whether such deed of trust is prior to or subordinate to this Deed of Trust; or

(e) An event occurs which gives Beneficiary the right or option to terminate any Swap Contract secured by this Deed of Trust.

5.3 Remedies. At any time after the occurrence of an Event of Default, Beneficiary and Trustee shall be entitled to invoke any and all of the rights and remedies described below, as well as any other rights and remedies authorized by law. All of such rights and remedies shall be cumulative, and the exercise of any one or more of them shall not constitute an election of remedies.

(a) Beneficiary may declare any or all of the Secured Obligations to be due and payable immediately, and may terminate any Swap Contract secured by this Deed of Trust in accordance with its terms.

(b) Beneficiary may apply to any court of competent jurisdiction for, and obtain appointment of, a receiver for the Property.

(c) Beneficiary, in person, by agent or by court-appointed receiver, may enter, take possession of, manage and operate all or any part of the Property, and in its own name or in the name of Trustor sue for or otherwise collect any and all Rents, including those that are past due, and may also do any and all other things in connection with those actions that Beneficiary may in its sole discretion consider necessary and appropriate to protect the security of this Deed of Trust. Such other things may include: entering into, enforcing, modifying, or cancelling leases on such terms and conditions as Beneficiary may consider proper; obtaining and evicting tenants; fixing or modifying Rents; completing any unfinished construction; contracting for and making repairs and alterations; performing such acts of cultivation or irrigation as necessary to conserve the value of the Property; and preparing for harvest, harvesting and selling any crops that may be growing on the property. Trustor hereby irrevocably constitutes and appoints Beneficiary as its attorney-in-fact to perform such acts and execute such documents as Beneficiary in its sole discretion may consider to be appropriate in connection with taking these measures, including endorsement of Trustor's name on any instruments. Trustor agrees to deliver to Beneficiary all books and records pertaining to the Property, including computer-readable memory and any computer hardware or software necessary to access or process such memory, as may reasonably be requested by Beneficiary in order to enable Beneficiary to exercise its rights under this Paragraph.

(d) Either Beneficiary or Trustee may cure any breach or default of Trustor, and if it chooses to do so in connection with any such cure, Beneficiary or Trustee may also enter the Property and/or do any and all other things which it may in its sole discretion consider necessary and appropriate to protect the security of this Deed of Trust. Such other things may include: appearing in and/or defending any action or proceeding which purports to affect the security of, or the rights or powers of Beneficiary or Trustee under, this Deed of Trust; paying, purchasing, contesting or compromising any encumbrance, charge, lien or claim of lien which in Beneficiary's or Trustee's sole judgment is or may be senior in priority to this Deed of Trust, such judgment of Beneficiary or Trustee to be conclusive as among the parties to this Deed of Trust; obtaining insurance and/or paying any premiums or charges for insurance required to be carried under this Deed of Trust; otherwise caring for and protecting any and all of the Property; and/or employing counsel, accountants, contractors and other appropriate persons to assist Beneficiary or Trustee. Beneficiary and Trustee may take any of the actions permitted hereunder either with or without giving notice to any person.

(e) Beneficiary may bring an action in any court of competent jurisdiction to foreclose this instrument or to obtain specific enforcement of any of the covenants or agreements of this Deed of Trust.

(f) Beneficiary may cause the Property to be sold by Trustee as permitted by applicable law. Before any such trustee's sale, Beneficiary or Trustee shall give such notice of default and election to sell as may then be required by law. When all time periods then legally mandated have expired, and after such notice of sale as may then be legally required has been given, Trustee shall sell the Property, either as a whole or in separate parcels, and in such order as Trustee may determine, at a public auction to be held at the time and place specified in the notice of sale. Neither Trustee nor Beneficiary shall have any obligation to make demand on Trustor before any trustee's sale. From time to time in accordance with then applicable law, Trustee may, and in any event at Beneficiary's request shall, postpone any trustee's sale by public announcement at the time and place noticed for that sale. At any trustee's sale, Trustee shall sell to the highest bidder at public auction for cash in lawful money of the United States. Any person, including Trustor, Trustee or Beneficiary, may purchase at the trustee's sale. Trustee shall execute and deliver to the purchaser(s) a deed or deeds conveying the property being sold without any covenant or warranty whatsoever, express or implied. The recitals in any such deed of any matters or facts, including any facts bearing upon the regularity or validity of any trustee's sale, shall be conclusive proof of their truthfulness. Any such deed shall be conclusive against all persons as to the facts recited in it.

5.4 Application of Sale Proceeds and Rents.

(a) Beneficiary and Trustee shall apply the proceeds of any sale of the Property in the following manner: first, to pay the portion of the Secured Obligations attributable to the costs, fees and expenses of the sale, including costs of evidence of title in connection with the sale; and, second, to pay all other Secured Obligations in any order and proportions as Beneficiary in its sole discretion may choose. The remainder, if any, shall be remitted to the person or persons entitled thereto.

(b) Beneficiary shall apply any and all Rents collected by it, and any and all sums other than proceeds of any sale of the Property which Beneficiary may receive or collect under Paragraph 5.3, in the following manner: first, to pay the portion of the Secured Obligations attributable to the costs and expenses of operation and collection that may be incurred by Trustee, Beneficiary or any receiver; and, second, to pay all other Secured Obligations in any order and proportions as Beneficiary in its sole discretion may choose. The remainder, if any, shall be remitted to the person or persons entitled thereto. Beneficiary shall have no liability for any funds which it does not actually receive.

6. MISCELLANEOUS PROVISIONS.

6.1 No Waiver or Cure.

(a) Each waiver by Beneficiary or Trustee must be in writing, and no waiver shall be construed as a continuing waiver. No waiver shall be implied from any delay or failure by Beneficiary or Trustee to take action on account of any default of Trustor. Consent by Beneficiary or Trustee to any act or omission by Trustor shall not be construed as a consent to any other or subsequent act or omission or to waive the requirement for Beneficiary's or Trustee's consent to be obtained in any future or other instance.

(b) If any of the events described below occurs, that event alone shall not cure or waive any breach, Event of Default or notice of default under this Deed of Trust or invalidate any act performed pursuant to any such default or notice; or nullify the effect of any notice of default or sale (unless all Secured Obligations then due have been paid and performed); or impair the security of this Deed of Trust; or prejudice Beneficiary, Trustee or any receiver in the exercise of any right or remedy afforded any of them under this Deed of Trust; or be construed as an affirmation by Beneficiary of any tenancy, lease or option, or a subordination of the lien of this Deed of Trust:

(i) Beneficiary, its agent or a receiver takes possession of all or any part of the Property;

(ii) Beneficiary collects and applies Rents, either with or without taking possession of all or any part of the Property;

(iii) Beneficiary receives and applies to any Secured Obligation proceeds of any Property, including any proceeds of insurance policies, condemnation awards, or other claims, property or rights assigned to Beneficiary under this Deed of Trust;

(iv) Beneficiary makes a site visit, observes the Property and/or conducts tests thereon;

(v) Beneficiary receives any sums under this Deed of Trust or any proceeds of any collateral held for any of the Secured Obligations, and applies them to one or more Secured Obligations;

(vi) Beneficiary, Trustee or any receiver performs any act which it is empowered or authorized to perform under this Deed of Trust or invokes any right or remedy provided under this Deed of Trust.

6.2 Powers of Beneficiary and Trustee.

(a) Trustee shall have no obligation to perform any act which it is empowered to perform under this Deed of Trust unless it is requested to do so in writing and is reasonably indemnified against loss, cost, liability and expense.

(b) Beneficiary may take any of the actions permitted under Paragraphs 5.3(b) and/or 5.3(c) regardless of the adequacy of the security for the Secured Obligations, or whether any or all of the Secured Obligations have been declared to be immediately due and payable, or whether notice of default and election to sell has been given under this Deed of Trust.

(c) From time to time, Beneficiary or Trustee may apply to any court of competent jurisdiction for aid and direction in executing the trust and enforcing the rights and remedies created under this Deed of Trust. Beneficiary or Trustee may from time to time obtain orders or decrees directing, confirming or approving acts in executing this trust and enforcing these rights and remedies.

6.3 Nonborrower Trustor.

(a) If any Trustor ("Nonborrower Trustor") is not the Obligor under the Debt Instrument described in Paragraph 2.1(a), such Nonborrower Trustor authorizes Beneficiary to perform any of the following acts at any time, all without notice to Nonborrower Trustor and without affecting Beneficiary's rights or Nonborrower Trustor's obligations under this Deed of Trust:

(i) Beneficiary may alter any terms of the Debt Instrument or any part of it, including renewing, compromising, extending or accelerating, or otherwise changing the time for payment of, or increasing or decreasing the rate of interest on, the Debt Instrument or any part of it;

(ii) Beneficiary may take and hold security for the Debt Instrument, accept additional or substituted security for the Debt Instrument, and subordinate,

exchange, enforce, waive, release, compromise, fail to perfect, sell or otherwise dispose of any such security;

(iii) Beneficiary may apply any security now or later held for the Debt Instrument in any order that Beneficiary in its sole discretion may choose, and may direct the order and manner of any sale of all or any part of it and bid at any such sale;

(iv) Beneficiary may release Obligor of its liability for the Debt Instrument or any part of it;

(v) Beneficiary may substitute, add or release any one or more guarantors or endorsers of the Debt Instrument; and

(vi) Beneficiary may extend other credit to Obligor, and may take and hold security for the credit so extended, whether or not such security also secures the Debt Instrument.

(b) Nonborrower Trustor waives:

(i) Any right it may have to require Beneficiary to proceed against Obligor, proceed against or exhaust any security held from Obligor, or pursue any other remedy in Beneficiary's power to pursue;

(ii) Any defense based on any legal disability of Obligor, any discharge or limitation of the liability of Obligor to Beneficiary, whether consensual or arising by operation of law or any bankruptcy, reorganization, receivership, insolvency, or debtor-relief proceeding, or from any other cause, or any claim that Nonborrower Trustor's obligations exceed or are more burdensome than those of Obligor;

(iii) All presentments, demands for performance, notices of nonperformance, protests, notices of protest, notices of dishonor, notices of acceptance of this Deed of Trust and of the existence, creation, or incurring of new or additional indebtedness of Obligor, and demands and notices of every kind;

(iv) Any defense based on or arising out of any defense that Obligor may have to the payment or performance of the Debt Instrument or any part of it; and

(v) Until the Secured Obligations have been paid and performed in full, all rights of subrogation, reimbursement, indemnification and contribution (contractual, statutory or otherwise), including any claim or right of subrogation under the Bankruptcy Code (Title 11 of the U.S. Code) or any successor statute, all rights to enforce any remedy that the Beneficiary may have against Obligor, and all rights to participate in any security now or later to be held by Beneficiary for the Debt Instrument.

(c) Nonborrower Trustor waives any suretyship rights or defenses that may be available to it under Nevada law. Nonborrower Trustor waives all rights and defenses that Nonborrower Trustor may have because the Debt Instrument may be secured by real property other than the Property hereby encumbered. This means, among other things: (i) Beneficiary may collect from Nonborrower Trustor (including enforcing this Deed of Trust against Nonborrower Trustor) without first foreclosing on any real or personal property collateral securing the Debt instrument; and (ii) if Beneficiary forecloses on any real property collateral securing the Debt Instrument: (A) the amount of the Debt Instrument may be reduced only by the price for which that collateral is sold at the foreclosure sale, even if the collateral is worth more than the sale price, and (B) Beneficiary may collect from Nonborrower Trustor (including enforcing this Deed of Trust against Nonborrower Trustor) even if Beneficiary, by foreclosing on the real



property collateral, has destroyed any right Nonborrower Trustor may have to collect from Obligor. This is an unconditional and irrevocable waiver of any rights and defenses Nonborrower Trustor may have because the Debt Instrument may be secured by real property other than the Property hereby encumbered.

(d) Nonborrower Trustor waives any right or defense it may have at law or equity to a fair market value hearing or action to determine a deficiency judgment after a foreclosure of any real property other than the Property hereby encumbered.

(e) Nonborrower Trustor assumes full responsibility for keeping informed of Obligor's financial condition and business operations and all other circumstances affecting Obligor's ability to pay and perform its obligations to Beneficiary, and agrees that Beneficiary shall have no duty to disclose to Nonborrower Trustor any information which Beneficiary may receive about Obligor's financial condition, business operations, or any other circumstances bearing on its ability to perform.

(f) No provision or waiver in this Deed of Trust shall be construed as limiting the generality of any other provision or waiver contained in this Deed of Trust.

(g) For purposes of this Paragraph 6.3, all references to the Debt Instrument shall also include any instrument or agreement executed by Obligor subsequent to the date of this Deed of Trust which is secured by this Deed of Trust in accordance with the provisions of Paragraphs 2.1(c) and 2.1(d).

6.4 Merger. No merger shall occur as a result of Beneficiary's acquiring any other estate in or any other lien on the Property unless Beneficiary consents to a merger in writing.

6.5 Joint and Several Liability. If Trustor consists of more than one person, each shall be jointly and severally liable for the faithful performance of all of Trustor's obligations under this Deed of Trust.

6.6 Applicable Law. This Deed of Trust shall be governed by Nevada law.

6.7 Successors in Interest. The terms, covenants and conditions of this Deed of Trust shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties. However, this Paragraph does not waive the provisions of Paragraph 5.1.

6.8 Interpretation. Whenever the context requires, all words used in the singular will be construed to have been used in the plural, and vice versa, and each gender will include any other gender. The captions of the sections of this Deed of Trust are for convenience only and do not define or limit any terms or provisions. The word "include(s)" means "include(s), without limitation," and the word "including" means "including, but not limited to." The word "obligations" is used in its broadest and most comprehensive sense, and includes all primary, secondary, direct, indirect, fixed and contingent obligations. It further includes all principal, interest, prepayment charges, late charges, loan fees and any other fees and charges accruing or assessed at any time, as well as all obligations to perform acts or satisfy conditions. No listing of specific instances, items or matters in any way limits the scope or generality of any language of this Deed of Trust. The Exhibits to this Deed of Trust are hereby incorporated in this Deed of Trust.

6.9 In-House Counsel Fees. Whenever Trustor is obligated to pay or reimburse Beneficiary or Trustee for any attorneys' fees, those fees shall include the allocated costs for services of in-house counsel.

6.10 Waiver of Marshaling. Trustor waives all rights, legal and equitable, it may now or hereafter have to require marshaling of assets or to direct the order in which any of the Property will be



sold in the event of any sale under this Deed of Trust. Each successor and assign of Trustor, including any holder of a lien subordinate to this Deed of Trust, by acceptance of its interest or lien agrees that it shall be bound by the above waiver, as if it had given the waiver itself.

6.11 Severability. If any provision of this Deed of Trust should be held unenforceable or void, that provision shall be deemed severable from the remaining provisions and in no way affect the validity of this Deed of Trust except that if such provision relates to the payment of any monetary sum, then Beneficiary may, at its option, declare all Secured Obligations immediately due and payable.

6.12 Notices. Trustor hereby requests that a copy of notice of default and notice of sale be mailed to it at the address set forth below. That address is also the mailing address of Trustor as debtor under the Nevada Uniform Commercial Code. Beneficiary's address given below is the address for Beneficiary as secured party under the Nevada Uniform Commercial Code.

Trustor

MDA ENTERPRISES, INC.

By: 

Name: Mario J. Antoci

Title: President and Secretary

Address for Notices to Beneficiary:

Bank of America, N.A.
MO1-800-08-11
800 Market Street
St. Louis, MO 63101

Addresses for Notices to Trustor:

PO Box 350
Genoa, NV 89411

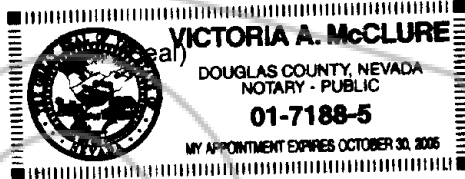


State of Nevada }
County of Douglas }

On July 27, 2005, before me, Victoria McClure personally appeared Mario Antoci, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Victoria A. McClure



COOPER

EXHIBIT A TO DEED OF TRUST

Exhibit A to DEED OF TRUST executed as of July 26, 2005, by MDA Enterprises, Inc., as "Trustor" to Stewart Title Insurance Company as "Trustee," for the benefit of Bank of America, N.A., a national banking association, as "Beneficiary."

Description of Property

COPY



EXHIBIT "A"

LEGAL DESCRIPTION

Order No.: 050701207ZZ

The land referred to herein is situated in the State of Nevada, County of DOUGLAS, described as follows:

*****PROPERTY "A"*****
LEGAL DESCRIPTION 1:

A parcel of land located within portions of Sections 26 and 27, Township 14 North, Range 19 East, Mount Diablo Meridian, more particularly described as follows:

Adjusted Parcel 13 on that certain Record of Survey to support Boundary Line Adjustment for GENOA LAND INVESTORS, LLC., GENOA DEVELOPER ASSOCIATES, LLC, MDA ENTERPRISES, INC., AND INCOMPARABLE HOLDING CO., ET AL, filed for record in the Office of the Douglas County Recorder on June 30, 2005, Book 0605, Page 14555, Document No. 0648319, Official Records.

A portion of the following APN Numbers:

APN 1419-26-001-011, 012, 005, 009; 1419-26-301-001;
1419-26-401-001, 1419-26-801-00

"IN COMPLIANCE WITH NEVADA REVISED STATUE 111.312, THE HEREIN ABOVE LEGAL DESCRIPTION WAS TAKEN FROM INSTRUMENT RECORDED JUNE 30, 2005, BOOK 0605, PAGE 14522, AS FILE NO. 0648314, RECORDED IN THE OFFICIAL RECORDS OF DOUGLAS COUNTY, STATE OF NEVADA."

Subject to a portion of that certain non-exclusive private access easement as described below that affects a portion of said Parcel 13:

DESCRIPTION EASEMENT #1

50' WIDE NON-EXCLUSIVE PRIVATE ACCESS EASEMENT

A fifty foot (50') wide easement for access purposes located within a portion of Section 26, Township 14 North, Range 19 East, Mount Diablo Meridian, the centerline of which is more particularly described as follows:

Commencing at a point on the Easterly line of Jacks Valley Road also being a point on the North line of the Northwest
Continued on next page



LEGAL DESCRIPTION - continued
Order No.:050701207ZZ

one-quarter of Section 26, Township 14 North, Range 19 East, M.D.M., from which a found witness corner 1985 BLM aluminum cap bears North 16°32'56" West, 5.36 feet and from which the North one-quarter corner of said Section 26, a found 1985 BLM aluminum cap bears North 89°22'26" East, 1486.06 feet; thence along said Easterly line of Jacks Valley Road South 02°11'08" West, 25.03 feet to the POINT OF BEGINNING; thence parallel to and offset 25.00 feet from said North line of the Northwest one-quarter of Section 26 North 89°22'26" East, 1487.29 feet; thence parallel to and offset 25.00 feet from the North line of the Northeast one-quarter of said Section 26 North 89°23'01" East, 1443.75 feet; thence South 00°47'05" East, 325.60 feet; thence South 09°12'15" West, 223.50 feet; thence South 20°35'43" West, 511.67 feet; thence South 09°02'13" West, 372.38 feet; thence South 72°38'46" West, 451.74 feet to the terminus of this description.

And subject to a portion of that certain non-exclusive private access easement as described below that affects a portion of said Parcel 13:

DESCRIPTION EASEMENT #2

50' WIDE NON-EXCLUSIVE PRIVATE ACCESS EASEMENT

A fifty foot (50') wide easement for access purposes located within a portion of Section 26, Township 14 North, Range 19 East, Mount Diablo Meridian, the centerline of which is more particularly described as follows:

Commencing at a found 5/8" rebar, no tag, a point on the Easterly line of Jacks Valley Road, the Northwesterly corner of Parcel 2 as shown on the Map of Division Into Large Parcels for Little Mondeaux Limousin Corporation recorded July 31, 1992 in the office of Recorder, Douglas County, Nevada, as Document No. 284936, said point bears South 32°55'56" West, 2868.09 feet from the Southwest corner of Section 26, Township 14 North, Range 19 East, M.D.M.; thence along said Easterly line of Jacks Valley Road North 21°17'11" East, 5624.78 feet to the POINT OF BEGINNING; thence South 57°24'21" East, 901.15 feet; thence

Continued on next page

-2-



LEGAL DESCRIPTION - continued
Order No.:050701207ZZ

along the arc of a curve to the right having a radius of 100.00 feet, central angle of $57^{\circ}24'26''$, arc length of 100.19 feet, and chord bearing South $28^{\circ}42'10''$ East; thence South, 163.85 feet; thence along the arc of a curve to the left having a radius of 100.00 feet, central angle of $59^{\circ}14'14''$, arc length of 103.39 feet, and chord bearing South $29^{\circ}37'07''$ East; thence South $59^{\circ}14'14''$ East, 87.62 feet; thence South $57^{\circ}20'21''$ East, 299.51 feet; thence along the arc of a curve to the left having a radius of 95.00 feet, central angle of $98^{\circ}13'48''$, arc length of 162.87 feet, and chord bearing North $73^{\circ}32'45''$ East; thence North $24^{\circ}25'51''$ East, 166.00 feet; thence along the arc of a curve to the right having a radius of 75.00 feet, central angle of $34^{\circ}48'01''$, arc length of 45.55 feet, and chord bearing North $41^{\circ}49'51''$ East; thence North $59^{\circ}13'52''$ East, 94.39 feet; thence along the arc of a curve to the right having a radius of 75.00 feet, central angle of $55^{\circ}06'44''$, arc length of 72.14 feet, and chord bearing North $86^{\circ}47'14''$ East; thence South $65^{\circ}39'24''$ East, 403.40 feet; thence North $24^{\circ}52'01''$ East, 62.44 feet; thence North $19^{\circ}23'04''$ East, 165.42 feet; thence North $03^{\circ}46'32''$ West, 200.60 feet to the terminus of this description.

And subject to a portion of that certain non-exclusive private access easement as described below that affects a portion of said Parcel 13:

DESCRIPTION EASEMENT #5

50' WIDE NON-EXCLUSIVE PRIVATE ACCESS EASEMENT

A fifty foot (50') wide easement for access purposes located within portions of Sections 26, 27, and 35, Township 14 North, Range 19 East, Mount Diablo Meridian, the centerline of which is more particularly described as follows:

Commencing at a found $5/8''$ rebar, no tag, a point on the Easterly line of Jacks Valley Road, the Northwesterly corner of Parcel 2 as shown on the Map of Division Into Large Parcels for Little Mondeaux Limousin Corporation recorded July 31, 1992 in the office of Recorder, Douglas County, Nevada as Document No. 284936, said point bears

Continued on next page

-3-



LEGAL DESCRIPTION - continued
Order No.:050701207ZZ

South 32°55'56" West, 2868.09 feet from the Northwest corner of Section 35, Township 14 North, Range 19 East, Mount Diablo Meridian; thence along the Easterly line of Jacks Valley Road North 21°17'11" East, 3824.96 feet to the POINT OF BEGINNING; thence South 48°04'14" East, 137.81 feet; thence South 67°56'54" East, 136.45 feet; thence South 76°57'51" East, 115.98 feet; thence South 43°47'31" East, 408.02 feet; thence South 69°32'35" East, 488.75 feet; thence South 45°22'30" East, 538.44 feet; thence South 33°32'36" East, 651.56 feet; thence South 48°38'31" East, 411.00 feet; thence South 24°30'27" East, 181.95 feet; thence South 44°27'16" West, 169.89 feet; thence South 75°08'00" East, 662.33 feet; thence North 85°16'59" East, 346.54 feet; thence North 61°34'17" East, 459.01 feet; thence North 34°22'26" East, 306.36 feet; thence South 79°02'24" East, 532.81 feet; thence North 86°15'01" East, 745.21 feet; thence North 43°11'41" East, 321.95 feet; thence North 54°28'57" East, 341.00 feet; thence North 00°10'00" East, 335.73 feet; thence South 89°50'00" East, 43.66 feet to the terminus of this description.

And subject to a portion of that certain non-exclusive private access easement as described below that affects a portion of said Parcel 13:

DESCRIPTION EASEMENT #6

50' WIDE NON-EXCLUSIVE PRIVATE ACCESS EASEMENT

A fifty foot (50') wide easement for access purposes located within portions of Section 26, 27, and 35, Township 14 North, Range 19 East, Mount Diablo Meridian, the centerline of which is more particularly described as follows:

Commencing at a found 5/8" rebar, no tag, a point on the Easterly line of Jacks Valley Road, the Northwesterly corner of Parcel 2 as shown on the Map of Division Into Large Parcels for Little Mondeaux Limousin Corporation recorded July 31, 1992 in the office of Recorder, Douglas County, Nevada as Document No. 284936, said point bears South 32°55'56" West, 2868.09 feet from the Northwest corner of Section 35, Township 14 North, Range 19 East,

Continued on next page



LEGAL DESCRIPTION - continued
Order No.:050701207ZZ

Mount Diablo Meridian; thence along the Easterly line of Jacks Valley Road North 21°17'11" East, 3824.96 feet to the POINT OF BEGINNING; thence South 48°04'14" East, 137.81 feet; thence South 67°56'54" East, 136.45 feet; thence South 76°57'51" East, 115.98 feet; thence South 43°47'31" East, 408.02 feet; thence South 69°32'35" East, 488.75 feet; thence South 45°22'30" East, 538.44 feet; thence South 33°32'36" East, 651.56 feet; thence South 48°38'31" East, 411.00 feet; thence South 24°30'27" East, 181.95 feet; thence South 44°27'16" West, 307.50 feet; thence South 00°39'05" West, 154.48 feet; thence South 30°05'03" East, 737.69 feet to the terminus of this description.

The Basis of Bearing of this description is North 89°23'01" East, the North line of the Northeast one-quarter (NE 1/4) of Section 26, Township 14 North, Range 19 East, M.D.M. per Map of Division Into Large Parcels for Little Mondeaux Limousin Corporation recorded July 31, 1992 as Document No. 284936.

"IN COMPLIANCE WITH NEVADA REVISED STATUE 111.312, THE HEREIN ABOVE LEGAL DESCRIPTION WAS TAKEN FROM INSTRUMENT RECORDED MARCH 31, 2005, IN BOOK 0305, AT PAGE 14422, AS FILE NO. 640534, RECORDED IN THE OFFICIAL RECORDS OF DOUGLAS COUNTY, STATE OF NEVADA."

(H) EXCEPTING THEREFROM non-exclusive 50 foot wide access easements, created in that certain document entitled "EASEMENT AMENDMENT DEED", executed by Little Mondeaux Limousin Corporation, recorded on February 25, 1998 as document no. 0433367 in Book 0298 page 4658, of the Official Records of Douglas County, Nevada.

(F) EXCEPTING THEREFROM an easement for non-exclusive access purposes within the Easement Area, created in that certain document entitled "Master Grant Deed" executed by Ronald L. Simek, et al, recorded on December 31, 1996 as document No. 403934, in Book 1296 page 4911, of the Official Records of Douglas County, Nevada.

(U) EXCEPTING THEREFROM an easement for pedestrian and vehicular ingress and egress to and from that certain real
Continued on next page

property; private irrigation purposes, including, without limitation, the installation, construction, repair, maintenance, and replacement of private irrigation improvements within the Easement Area, such as without limitation, pipelines, pumps, and other facilities used for private irrigation; and the installation, construction, repair, maintenance, and replacement of roadway improvements within the Easement Area, such as without limitation, asphalt paving, cattle guards, and so forth, created in that certain document entitled "Grant of Private Access and Private Irrigation Easement (#OS10)", executed by Ronald L. Simek, recorded on February 3, 2004, as document No. 0603680 in Book 0204 page 00954, of the Official Records of Douglas County, Nevada.

(D1) EXCEPTING THEREFROM a 50 foot wide access, irrigation, and utility easement, over and across those certain lands described in document recorded February 3, 2004 in Book 0204, Page 1130, as Document No. 0603689, of the Official Records of Douglas County, Nevada.

(V) EXCEPTING THEREFROM that certain conveyance of a Well Site, along with an easement for the installation, construction, repair, maintenance, and replacement of well and waterline improvements within the Easement Area, such as, without limitation, wells, waterlines, piping, pumps, valves, meters, well equipment, and other improvements and equipment related to well and waterline systems and facilities, created in that certain document entitled "Grant of Well and Waterline Easement (#OS11)", executed by Ronald L. Simek, recorded on February 3, 2004 as document No. 0603681 in Book 0204 page 00978, of the Official Records of Douglas County, Nevada.

(X) EXCEPTING THEREFROM an easement for the installation, construction, repair, maintenance, and replacement of well and waterline improvements within the Easement Area, such as, without limitation, wells, waterlines, piping, pumps, valves, meters, well equipment, and other improvements and equipment related to well and waterline systems and facilities, created in that certain document entitled "Grant of Well and Waterline Easement (#OS13)", executed by Ronald

Continued on next page



LEGAL DESCRIPTION - continued
Order No.:050701207ZZ

L. Simek, recorded on February 3, 2004 as document No. 0603683 in Book 0204 page 01017, of the Official Records of Douglas County, Nevada.

(W) EXCEPTING THEREFROM an easement for purposes of installing, constructing, repairing, maintaining, and replacing waterlines and other waterline related improvements and systems within the Easement Area, created in that certain document entitled "Grant of Relocatable Waterline Easement (#OS12)", executed by Ronald L. Simek, recorded on February 3, 2004 as Document No. 0603682 in Book 0204, Page 00994, of the Official Records of Douglas County, Nevada.

(S) EXCEPTING THEREFROM a 50 foot relocatable public utility easement, over and across those certain lands described in document recorded February 3, 2004 in Book 0204, Page 0841, as Document No. 0603675 of the Official Records of Douglas County, Nevada.

(Q) EXCEPTING THEREFROM a perpetual non-exclusive easement for public utility purposes, including, without limitation, the installation, construction, repair, maintenance and replacement of public utility improvements within the Easement Area described in document recorded February 3, 2004 in Book 0204, Page 00808, as Document No. 0603673, of the Official Records of Douglas County, Nevada.

(B1) EXCEPTING THEREFROM a non-exclusive 40 foot sanitary sewer and storm drainage easement within the Easement Area, created in that certain document entitled "Grant of Sanitary Sewer and Storm Drainage Easement (#OS17)", recorded February 3, 2004 in Book 0204, Page 01090, as Document No. 0603687, of the Official Records of Douglas County, Nevada.

(O) EXCEPTING THEREFROM an easement for purposes of installing, constructing, repairing, maintaining, and replacing sanitary sewer lines and other sewer systems within the Easement Area, created in that certain document entitled "Grant of Sanitary Sewer Easement (#OS1)", executed by Ronald L. Simek, recorded on February 3, 2004 as document No. 0603671 in Book 0204 page 00781, of the Official

Continued on next page

-7-



Records of Douglas County, Nevada.

(G) TOGETHER WITH a License Agreement executed by Douglas County, wherein Douglas County grants a license to construct and maintain certain improvements, namely a golf cart and pedestrian crossing and related golf course usage (hereinafter referred to as "Crossing"), on a portion of Jacks Valley Road, a public right-of-way owned by Douglas County, created in that certain document entitled "License Agreement" executed by Douglas County, recorded on November 14, 1997 as document No. 0426339 in Book 1197 page 2758, of the Official Records of Douglas County, Nevada.

(I) ALSO TOGETHER WITH a golf play easement for flight of golf balls over, across, and upon the Residential Property; Doing of every act necessary and incident to the playing of golf and other recreational activities on the Golf Course Property, including, but not limited to, the operation of lighting facilities for operation of tennis, swimming, driving range, and golf practice facilities during hours of darkness, and the creation of usual and common noise levels associated with such recreational activities and use and operation of the Golf Course Facilities; Creation of noise related to the normal maintenance and operation of the Golf Course Property and the Golf Course Facilities, including, but not limited to, the operation of mowing and spraying equipment, it being acknowledged that such noise may occur from early morning until late evening; and an easement for the overspray of herbicides, fungicides, pesticides, fertilizers, and water over portions of the Residential Property located adjacent top the Golf Course Property, created in that certain document entitled "Golf Play Easement", executed by Ronald L. Simek, recorded on June 12, 1993 as document No. 0441879 in Book 0698 page 3055, of the Official Records of Douglas County, Nevada.

(Q) ALSO TOGETHER WITH that portion of (Q) traversing Parcel 14, an easement for public utility purposes, including, without limitation, the installation, construction, repair, maintenance, and replacement of public utility improvements within the Easement Area, such as, without limitation, gas, electric, water, sewer, telephone, storm drain, and cable

Continued on next page

LEGAL DESCRIPTION - continued
Order No.:050701207ZZ

TV lines and facilities owned or maintained (or to be owned or maintained) by any public utility (as defined in Section 704.020 of the Nevada Revised Statutes (or its successor statute)), created in that certain document entitled "Grant of Public Utility Easement (#OS3)", executed by Ronald L. Simek, recorded on February 3, 2004 as document No. 0603673 in Book 0204 page 00808, of the Official Records of Douglas County, Nevada.

(I1) ALSO TOGETHER WITH an easement for pedestrian and vehicular ingress and egress to and from that certain real property; and the installation, construction, repair, maintenance, and replacement of roadway improvements within the Easement Area, such as, without limitation, asphalt paving, cattle guards, and so forth, created in that certain document entitled "Grant of Private Access Easement (#OS7)", executed by Ronald L. Simek, recorded on February 3, 2004 as document No. 0603677 in Book 0204 page 00882, of the Official Records of Douglas County, Nevada.

(W) ALSO TOGETHER WITH that portion of (W) which traverses Remainder Parcel 2, an easement for purposes of installing, constructing, repairing, maintaining, and replacing waterlines and other waterline related improvements and systems within the Easement Area, created in that certain document entitled "Grant of Relocatable Waterline Easement (#OS12)", executed by Ronald L. Simek, recorded on February 3, 2004 as document No. 0603682 in Book 0204 page 00994, of the Official Records of Douglas County, Nevada.

LEGAL DESCRIPTION 2:

A parcel of land located within portions of Section 26 and 27, Township 14 North, Range 19 East, Mount Diablo Meridian, more particularly described as follows:

Parcel 22 on that certain Record of Survey to support a Boundary Line Adjustment for Ronald L. Simek, Little Mondeaux Limousin Corporation and The Pivot Limited Partnership filed for record in the office of the Douglas County Recorder on December 31, 1996 in Book 1296 at Page 4975, as Document No. 403935, Official Records.

Continued on next page

-9-



LEGAL DESCRIPTION - continued
Order No.:050701207ZZ

APN 1419-26-001-001

"IN COMPLIANCE WITH NEVADA REVISED STATUTE 111.312, THE
HEREIN ABOVE LEGAL DESCRIPTION WAS TAKEN FROM INSTRUMENT
RECORDED MARCH 31, 2005, BOOK 0305, PAGE 14422, AS FILE NO.
640534, RECORDED IN THE OFFICIAL RECORDS OF DOUGLAS COUNTY,
STATE OF NEVADA."

(M) EXCEPTING THEREFROM various easements for storm drainage
purposes, slope and drainage purposes, created in that
certain document entitled "Easement Deed", executed by
Ronald L. Simek, recorded on March 6, 2002 as document No.
0536314 in Book 0302 page 01943, of the Official Records of
Douglas County, Nevada.

(P) EXCEPTING THEREFROM an easement for installing,
constructing, repairing, maintaining, and replacing
sanitary sewer lines, waterlines, and other waterline and
sewer systems within the Easement Area, created in that
certain document entitled "Grant of Sanitary Sewer and
Waterline Easement (#OS2)", executed by Ronald L. Simek,
recorded on February 3, 2004 as document No. 0603672 in
Book 0204 page 00799, of the Official Records of Douglas
County, Nevada.

(G) TOGETHER WITH a License Agreement executed by Douglas
County, wherein Douglas County grants a license to
construct and maintain certain improvements, namely a golf
cart and pedestrian crossing and related golf course usage
(hereinafter referred to as "Crossing"), on a portion of
Jacks Valley Road, a public right-of-way owned by Douglas
County, created in that certain document entitled "License
Agreement" executed by Douglas County, recorded on November
14, 1997 as document No. 0426339 in Book 1197 page 2758, of
the Official Records of Douglas County, Nevada.

(I) ALSO TOGETHER WITH a golf play easement for flight of golf
balls over, across, and upon the Residential Property;
Doing of every act necessary and incident to the playing of
golf and other recreational activities on the Golf Course
Property, including, but not limited to, the operation of
lighting facilities for operation of tennis, swimming,

Continued on next page

-10-



LEGAL DESCRIPTION - continued
Order No.:050701207ZZ

driving range, and golf practice facilities during hours of darkness, and the creation of usual and common noise levels associated with such recreational activities and use and operation of the Golf Course Facilities; Creation of noise related to the normal maintenance and operation of the Golf Course Property and the Golf Course Facilities, including, but not limited to, the operation of mowing and spraying equipment, it being acknowledged that such noise may occur from early morning until late evening; and an easement for the overspray of herbicides, fungicides, pesticides, fertilizers, and water over portions of the Residential Property located adjacent top the Golf Course Property, created in that certain document entitled "Golf Play Easement", executed by Ronald L. Simek, recorded on June 12, 1993 as document No. 0441879 in Book 0698 page 3055, of the Official Records of Douglas County, Nevada.

LEGAL DESCRIPTION #3:

(CC1) TOGETHER WITH an easement 50' by 50' (THE "BIG WELL") for private irrigation well purposes within the Easement area, as set forth in Document recorded on August 6, 2004 in Book 0804 page 2248 as Document no. 0620761, in the Official Records of Douglas County, Nevada.

(JJ1) TOGETHER WITH an easement for irrigation purposes 20' in width, as set forth in Document recorded on August 6, 2004, in Book 0804 page 2248 as document no. 0620761, in the Official Records of Douglas County, Nevada.

(DD1) TOGETHER WITH an easement 20' in width for Private Irrigation purposes, as set forth in Document recorded on August 6, 2004 in Book 0804 page 2248 as document no. 0620761 of the Official Records of Douglas County, Nevada.

(A1) TOGETHER WITH an easement for private irrigation purposes, including, without limitation, the installation, construction, repair, maintenance, and replacement of private irrigation improvements within the Easement Area, such as, without limitation, pipelines, pumps, and other facilities used for private irrigation, created in that certain document entitled "Grant of Private Irrigation

Continued on next page

-11-

LEGAL DESCRIPTION - continued
Order No.:050701207ZZ

Easement (#0S16)", executed by Ronald L. Simek, recorded on February 3, 2004 as document No. 0603686 in Book 0204 page 01069, of the Official Records of Douglas County, Nevada.

(N1) TOGETHER WITH a private irrigation easement, varied in width, 20 foot minimum, as set forth on the Final Subdivision Map entitled CANYON CREEK MEADOWS PHASE 1, according to the plat thereof filed on February 11, 2004 in book 0204 page 4470 as document no. 604356, of the Official Records of Douglas County, Nevada.

(N1) TOGETHER WITH a 60 foot private access, private irrigation, and public utility easement , as set forth on the Final Subdivision Map entitled CANYON CREEK MEADOWS PHASE 1, according to the plat thereof filed on February 11, 2004 in book 0204 page 4470 as document no. 604356, of the Official Records of Douglas County, Nevada.

(U & D1) ALSO TOGETHER WITH a 50 foot wide access, irrigation, and utility easement, over and across those certain lands described in documents recorded on February 3, 2004, in Book 0204 page 0954, as Document no. 0603680, and in Book 0204, page 1130, as Document no. 0603689, of the Official Records of Douglas County, Nevada.

(O1) ALSO TOGETHER WITH a non-exclusive access and public utility easement 60 feet in width, over and across those certain lands described in document recorded on June 11, 1998 in Book 0698 page 2782, as Document no. 0441787, of the Official Records of Douglas County, Nevada.

(P1) ALSO TOGETHER WITH a non-exclusive access and public utility easement 30 feet in width, over and across those certain lands described in document recorded on June 11, 1998 in Book 0698 page 2790, as Document no. 0441788, and in Book 0698 page 3072 as Document no. 0441880, of the Official Records of Douglas County, Nevada.

(O1) ALSO TOGETHER WITH a non-exclusive access and public utility easement 60 feet in width, over and across those certain lands described in document recorded on June 11, 1998 in Book 0698 page 2782, as Document no. 0441787, of the

Continued on next page

LEGAL DESCRIPTION - continued
Order No.:050701207ZZ

Official Records of Douglas County, Nevada

(BB1) TOGETHER WITH an easement for irrigation access and irrigation lines, as set forth in that certain Document recorded on August 6, 2004 in Book 0804 page 2248, as Document no. 0620761, of the Official Records of Douglas County, Nevada.

(P1) ALSO TOGETHER WITH an access easement 30 foot in width, over and across those certain lands as described in documents recorded June 11, 1998 in book 0698 page 2790, as document no. 0441788, and in Book 0698 page 3072 as Document no. 0441880, of the Official Records of Douglas County, Nevada.

(AA1) ALSO TOGETHER WITH an easement for Private Irrigation Storage and Slope Easement, located within the REMAINDER parcel as set forth on the Final Subdivision Map entitled MOUNTAIN MEADOWS ESTATES PHASE 1, according to the plat thereof filed on March 6, 2002 in Book 0302 page 2214, as document no. 536360 of the Official Records of Douglas County, Nevada.

(O1) ALSO TOGETHER WITH an easement for a Diversion Structure and private access easement, over and across those certain lands described in document recorded on June 11, 1998 in Book 0698 page 2782, as Document no. 0441787, of the Official Records of Douglas County, Nevada

(P) ALSO TOGETHER WITH an easement for a 35' Sanitary Sewer and Waterline easement, as set forth in that certain document recorded on February 3, 2004 in Book 0204, Page 799 as Document No. 0603672, Official Records, Douglas County, Nevada.

(NN1,001,PP1,QQ1) ALSO TOGETHER WITH those easements as described in Declaration Establishing Reciprocal Covenants and Easements (Storm Drainage System) over and across those certain lands described in document recorded August 6, 2004, in Book 0804, Page 2293, as Document No. 0620762, Official Records, Douglas County, Nevada.

(LL1) ALSO TOGETHER WITH an easement for a 20' temporary Drainage
Continued on next page



LEGAL DESCRIPTION - continued
Order No.:050701207ZZ

Easement as described in Declaration of Wash Pad Drainage Easement and recorded in Document, recorded August 6, 2004 in Book 0804, Page 2706, Document No. 0620858, Official Records, Douglas County, Nevada.

(MM1) ALSO TOGETHER WITH a temporary septic system easement as set forth in document Temporary Septic System Easement Agreement and recorded August 12, 2004 in Book 0804, Page 4808, as Document No. 0621280, Official Records, Douglas County, Nevada.

ALSO TOGETHER WITH those certain easement rights, as set forth in document Shared Facilities and Easement Agreement Sierra Nevada Project and recorded August 12, 2004 in Book 0804, Page 5042, as Document No. 0621292, Official Records, Douglas County, Nevada.

"IN COMPLIANCE WITH NEVADA REVISED STATUTE 111.312, THE HEREIN ABOVE LEGAL DESCRIPTION WAS TAKEN FROM INSTRUMENT RECORDED MARCH 31, 2005, BOOK 0305, PAGE 14422, AS FILE NO. 640534, RECORDED IN THE OFFICIAL RECORDS OF DOUGLAS COUNTY, STATE OF NEVADA."

*****PROPERTY "B"*****

PARCEL 1 (Adjusted Parcel 5 of Map Doc. No. 337621):

A parcel of land located within Section 3, Township 13 North, Range 19 East, MDM, Douglas County, Nevada, being more particularly described as follows:

BEGINNING at the Southwesterly corner of Lot 1 Block A as shown on the Final Map for Genoa Lakes Planned Unit Development Phase 1B, Document No. 311009 of the Douglas County Recorder's Office, said point bears N. 28°05'57" W., 4441.15 feet from the Southwest corner of said Section 3; thence along the Westerly line of Block A and Block B of said Final Map the following 13 courses:

1. S. 73°01'14" E., 106.04 feet;
2. S. 43°51'45" E., 62.04 feet;
3. N. 72°05'21" E., 87.07 feet;

Continued on next page

-14-



LEGAL DESCRIPTION - continued
Order No.:050701207ZZ

4. 12.15 feet along the arc of a curve to the left having a central angle of $15^{\circ}27'58''$ and a radius of 45.00 feet, (chord bears S. $10^{\circ}10'40''$ E., 12.11 feet);
5. S. $72^{\circ}05'21''$ W., 79.60 feet;
6. S. $19^{\circ}52'58''$ E., 115.42 feet;
7. S. $05^{\circ}04'56''$ E., 427.65 feet;
8. S. $09^{\circ}01'28''$ W., 105.64 feet;
9. S. $71^{\circ}05'19''$ E., 110.44 feet;
10. S. $18^{\circ}54'41''$ W., 246.52 feet;
11. S. $88^{\circ}21'43''$ W., 111.62 feet;
12. S. $24^{\circ}07'51''$ W., 231.08 feet;
13. S. $05^{\circ}42'18''$ E., 102.31 feet to the Northwesterly corner of Block B as shown on the Final Map for Genoa Lakes Planned Unit Development Phase 1, Document No. 302137 of the Douglas County Recorder's Office;

thence along the Westerly line of Block B of said Genoa Lakes Planned Unit Development Phase 1 the following 3 courses:

1. S. $05^{\circ}42'18''$ E., 151.53 feet;
2. S. $22^{\circ}07'10''$ E., 55.09 feet;
3. N. $88^{\circ}08'53''$ E., 140.05 feet to a point on the Westerly line of Genoa Aspen Drive as shown on said Final Map for Genoa Lakes Planned Unit Development Phase 1;

thence 66.84 feet along the Westerly line of said Genoa Aspen Drive and the arc of a curve to the right having a central angle of $06^{\circ}29'41''$ and a radius of 589.69 feet, (chord bears S. $10^{\circ}15'23''$ W., 66.81 feet), to the Northerly line of Block C as shown on said Final Map for Genoa Lakes Planned Unit Development Phase 1; thence along the Westerly line of said Block C the following 8 courses:

1. S. $13^{\circ}30'13''$ W., 5.81 feet;
 2. S. $83^{\circ}30'06''$ W., 129.60 feet;
 3. S. $07^{\circ}39'10''$ W., 95.68 feet;
 4. S. $12^{\circ}59'34''$ W., 121.45 feet;
 5. S. $12^{\circ}59'39''$ W., 132.83 feet;
 6. S. $08^{\circ}01'12''$ W., 59.68 feet;
 7. S. $34^{\circ}42'32''$ E., 207.93 feet;
 8. S. $47^{\circ}07'41''$ E., 256.81 feet to a point on the Northerly line
- Continued on next page



LEGAL DESCRIPTION - continued
Order No.:050701207ZZ

of said Genoa Aspen Drive;

thence 22.67 feet along the Northerly line of said Genoa Aspen Drive and the arc of a curve to the right having a central angle of $09^{\circ}24'38''$ and a radius of 138.00 feet, (chord bears S. $54^{\circ}39'21''$ W., 22.64 feet); thence S. $59^{\circ}21'40''$ W., continuing along the Northerly line of said Genoa Aspen Drive, 29.03 feet to the Southeasterly corner of Block D of said Final Map for Genoa Lakes Planned Unit Development Phase 1; thence N. $47^{\circ}07'41''$ W., along the Easterly line of said Block D, 310.02 feet to the Northeasterly corner thereof; thence S. $42^{\circ}52'19''$ W., along the Northerly line of said Block D, 147.50 feet to a point on the Northerly line of said Genoa Aspen Drive; thence N. $47^{\circ}07'41''$ W., along the Northerly line of said Genoa Aspen Drive, 30.00 feet to the Southwesterly corner of Block E as shown on said Final Map for Genoa Lakes Planned Unit Development Phase 1; thence N. $42^{\circ}52'19''$ E., along the Southerly line of said Block E, 118.05 feet to the Southeasterly corner thereof; thence along the Easterly line of Block E the following 8 courses:

1. N. $04^{\circ}56'12''$ W., 34.29 feet;
2. N. $47^{\circ}07'41''$ W., 144.12 feet;
3. N. $12^{\circ}39'51''$ E., 114.65 feet;
4. N. $17^{\circ}39'32''$ W., 23.63 feet;
5. N. $72^{\circ}30'37''$ W., 61.50 feet;
6. N. $12^{\circ}54'07''$ E., 62.46 feet;
7. N. $74^{\circ}01'34''$ W., 82.53 feet;
8. S. $59^{\circ}57'58''$ W., 28.53 feet to a point on the Northerly line of Genoa Aspen Court as shown on said Final Map for Genoa Aspen Lakes Planned Unit Development Phase 1;

thence 41.46 feet along the Northerly line of said Genoa Aspen Court and the arc of a curve to the left having a central angle of $52^{\circ}47'30''$ and a radius of 45.00 feet, (chord bears N. $56^{\circ}25'47''$ W., 40.01 feet), to a point on the Westerly line of Block F of said Final Map for Genoa Lakes Planned Unit Development Phase 1; thence along the Westerly, Northerly and Easterly lines of said Block F the following 5 courses:

Continued on next page



LEGAL DESCRIPTION - continued
Order No.:050701207ZZ

1. N. 23°02'09" W., 41.32 feet;
2. N. 07°16'16" W., 31.55 feet;
3. N. 02°29'36" E., 92.04 feet;
4. N. 86°10'07" W., 82.18 feet;
5. S. 29°53'54" W., 469.89 feet to a point on the Northerly line of said Genoa Aspen Drive;

thence along the Northerly line of said Genoa Aspen Drive the following 4 courses:

1. S. 77°34'39" W., 38.70 feet;
2. 117.79 feet along the arc of a curve to the right having a central angle of 21°33'45" and a radius of 313.00 feet, (chord bears S. 88°21'32" W., 117.10 feet);
3. N. 80°51'35" W., 78.09 feet;
4. 82.08 feet along the arc of a curve to the left having a central angle of 28°28'47" and a radius of 165.14 feet, (chord bears S. 84°54'01" W., 81.24 feet), to the Southeasterly corner of Adjusted Parcel 1-B of Record of Survey #5 to Accompany a Lot Line Adjustment for Genoa Lakes Venture, Document No. 337621 of the Douglas County Recorder's Office;

thence along the Easterly line of said Adjusted Parcel 1-B the following 4 courses:

1. N. 27°07'07" E., 101.29 feet;
2. N. 16°58'52" E., 383.52 feet;
3. N. 43°01'30" E., 626.30 feet;
4. N. 16°58'45" E., 1164.38 feet to the POINT OF BEGINNING.

APN 1319-03-610-001

PARCEL 2 (Parcel 6 of Map Doc. No. 302137)

A parcel of land located within the South one-half of Section 3 and the North one-half of Section 10, Township 13 North, Range 19 East, MDM, Douglas County, Nevada, being more particularly described as follows:

BEGINNING at the Southwesterly corner of Parcel 7 as shown on the Final Map for Genoa Lakes Planned Unit Development Phase 1, Document No. 302137 of the Douglas County

Continued on next page



LEGAL DESCRIPTION - continued
Order No.:050701207ZZ

Recorder's Office, said point bears S. 63°05'00" W., 2904.99 feet from the Southwest corner of said Section 3; thence N. 70°43'27" W., 748.68 to the Southeasterly corner of Tract 2 of said Final Map; thence N. 19°16'34" E., 105.14 feet; thence N. 45°16'27" E., 146.07 feet; thence N. 16°01'00" E., 69.07 feet; thence N. 06°54'00" E., 188.19 feet; thence N. 01°21'38" E., 55.16 feet; thence N. 67°39'11" W., 171.24 feet; thence S. 86°25'24" W., 88.90 feet; thence N. 74°04'38" W., 192.33 feet; thence N. 60°52'28" W., 81.42 feet; thence N. 47°11'01" W., 131.09 feet; thence N. 02°00'09" W., 100.00 feet; thence N. 22°27'36" W., 106.73 feet; thence N. 34°11'43" W., 104.62 feet; thence N. 26°10'24" W., 100.00 feet; thence S. 63°49'36" W., 100.00 feet to a point on the Easterly line of a 24' Private Road Easement as shown on said Final Map; thence N. 26°10'24" W., along said Private Road Easement, 293.67 feet; thence continuing along said Private Road Easement, 211.43 feet along the arc of a curve to the right having a central angle of 18°26'28" and a radius of 656.92 feet, (chord bears N. 16°57'10" W., 210.52 feet); thence N. 82°16'04" E., 100.00 feet; thence N. 05°22'24" E., 266.32 feet; thence N. 13°38'46" E., 100.00 feet; thence N. 19°43'30" E., 595.64 feet; thence N. 45°48'53" E., 166.13 feet; thence N. 76°46'18" E., 484.98 feet to the Northeasterly corner of said Tract 2; thence S. 77°44'57" E., 222.09 feet to a point on the Westerly line of Genoa Lakes Drive as shown on said Final Map; thence S. 22°07'52" E., along said Westerly line, 89.25 feet; thence continuing along said Westerly line 79.41 feet along the arc of a curve to the right having a central angle of 08°35'04" and a radius of 530.00 feet, (chord bears S. 17°50'20" E., 79.33 feet); thence S. 13°32'49" E., continuing along said Westerly line, 62.21 feet to the Northeasterly corner of Tract 3 as shown on said Final Map; thence along the Westerly, Southerly, and Easterly boundaries of said Tract 3 the following 17 courses:

1. S. 76°46'18" W., 569.98 feet;
2. S. 53°42'45" W., 139.89 feet;
3. S. 10°07'28" W., 628.41 feet;
4. S. 10°40'51" E., 268.72 feet;
5. S. 37°46'47" E., 350.00 feet;

Continued on next page



LEGAL DESCRIPTION - continued
Order No.:050701207ZZ

6. S. 76°30'34" E., 162.46 feet;
7. S. 77°51'47" E., 138.41 feet;
8. N. 73°42'11" E., 60.62 feet;
9. N. 24°26'34" E., 168.84 feet;
10. N. 68°41'59" E., 129.93 feet;
11. N. 69°02'05" E., 109.79 feet;
12. N. 12°10'38" E., 64.43 feet;
13. N. 16°59'02" W., 61.44 feet;
14. N. 37°25'33" W., 279.92 feet;
15. N. 21°56'18" W., 62.57 feet;
16. N. 14°08'56" E., 61.65 feet;
17. N. 33°25'18" E., 367.96 feet to the Westerly line of said
Genoa Lakes Drive;

thence 232.26 feet along said Westerly line of Genoa Lakes Drive and the arc of a curve to the left having a central angle of 26°36'52" and a radius of 500.00 feet, (chord bears S. 52°40'33" E., 230.17 feet); thence S. 65°58'59" E., continuing along said Westerly line of Genoa Lakes Drive, 519.86 feet; thence continuing along said Westerly line of Genoa Lakes Drive 155.41 feet along the arc of a curve to the right having a central angle of 44°31'20" and a radius of 200.00 feet, (chord bears S. 43°43'19" E., 151.53 feet) to a point on the Westerly line of said Parcel 7; thence S. 18°00'00" W., along the Westerly line of said Parcel 7, 1911.20 feet to the POINT OF BEGINNING.

APN 1319-10-112-001

PARCEL 3 (Adjusted Parcel 7 of Map Doc. No. 338637)

A parcel of land located within Section 3 and the North one-half of Section 10, Township 13 North, Range 19 East, MDM, Douglas County, Nevada, being more particularly described as follows:

BEGINNING at a point on the Easterly line of Parcel 7 as shown on the Record of Survey #4 to Accompany a Lot Line Adjustment for Genoa Lakes Venture, Document No. 338627 of the Douglas County Recorder's Office, which bears S. 00°06'05" E., 1136.42 feet from the Northeast corner of said Section 10, as shown on said map; thence N. 78°25'26"

Continued on next page



LEGAL DESCRIPTION - continued
Order No.:050701207ZZ

W., along the Easterly line of said Parcel 7, 419.06 feet; thence S. 10°22'34" W., continuing along said Easterly line of Parcel 7, 980.06 feet to the Southeasterly corner thereof; thence N. 70°43'26" W., along the Southerly line of said Parcel 7, 2124.33 feet to the Southeasterly corner of Parcel 6 as shown on the Final Map for Genoa Lakes Planned Unit Development Phase 1, Document No. 302137 of the Douglas County Recorder's Office; thence N. 18°00'00" E., along the Easterly line of said Parcel 6, 1911.20 feet to a point on the centerline of a 59' Private Road Easement as shown on said Final Map; thence 155.41 feet along said centerline and the arc of a curve to the left having a central angle of 44°31'20" and a radius of 200.00 feet, (chord bears N. 43°43'19" W., 151.53 feet), to the Southeasterly corner of Tract 4 as shown on said Record of Survey #4; thence along the Easterly line of said Tract 4 the following 7 courses:

1. N. 18°59'16" W., 97.26 feet;
2. N. 54°28'53" E., 133.71 feet;
3. N. 24°44'35" E., 274.28 feet;
4. N. 62°19'31" W., 109.47 feet;
5. N. 65°27'06" W., 24.00 feet;
6. N. 31°28'43" W., 90.17 feet;
7. N. 24°30'19" E., 173.97 feet to a point on the Southerly line of Phase 1 as shown on said Final Map;

thence along the Southerly and Easterly lines of said Phase 1 the following 18 courses:

1. N. 83°00'13" E., 100.00 feet;
2. S. 56°42'14" E., 73.07 feet;
3. S. 36°08'15" E., 43.30 feet;
4. N. 49°12'22" E., 106.40 feet;
5. N. 33°17'46" E., 98.30 feet;
6. N. 29°18'54" E., 99.38 feet;
7. N. 56°42'14" W., 138.14 feet;
8. 99.73 along the arc of a curve to the left having a central angle of 35°16'20" and a radius of 162.00 feet, (chord bears N. 22°59'13" E., 98.16 feet);
9. S. 84°39'12" E., 124.16 feet;
10. N. 21°44'18" E., 122.38 feet;

Continued on next page



LEGAL DESCRIPTION - continued
Order No.:050701207ZZ

11. N. 32°07'08" W., 100.76 feet;
12. N. 39°10'16" W., 209.06 feet;
13. N. 21°27'50" W., 157.40 feet;
14. N. 11°50'54" E., 78.66 feet;
15. N. 29°28'34" E., 106.66 feet;
16. N. 73°25'19" E., 62.97 feet;
17. N. 04°20'48" E., 98.10 feet;
18. N. 10°30'57" E., 143.51 feet to the Southeasterly corner of Block J as shown on the Final Map for Genoa Lakes Venture Planned Unit Development Phase 1B, Document No. 311009 of the Douglas County Recorder's Office;

thence along the Easterly and Northerly lines of said Block J the following 16 courses:

1. N. 10°30'57" E., 115.13 feet;
2. N. 26°05'35" W., 105.13 feet;
3. N. 35°14'27" W., 60.48 feet;
4. N. 16°18'04" W., 45.63 feet;
5. N. 02°48'38" W., 22.73 feet;
6. N. 18°33'31" E., 51.16 feet;
7. N. 31°57'10" E., 101.53 feet;
8. N. 17°59'53" E., 105.60 feet;
9. N. 03°48'45" E., 222.76 feet;
10. N. 05°56'44" W., 100.01 feet;
11. N. 14°11'08" W., 101.28 feet;
12. N. 11°56'19" W., 102.04 feet;
13. N. 05°46'40" W., 103.28 feet;
14. N. 24°58'31" E., 98.05 feet;
15. N. 71°20'06" W., 144.39 feet;
16. S. 63°54'19" W., 38.54 feet to a point on the Northerly line of Genoa Aspen Drive as shown on said Final Map for Genoa Lakes Planned Unit Development Phase 1B;

thence 62.82 feet along said Northerly line of Genoa Aspen Drive and the arc of a curve to the left having a central angle of 79°58'55" and a radius of 45.00 feet, (chord bears N. 66°05'08" W., 57.84 feet), to the Easterly line of Block A of said Genoa Lakes Planned Unit Development Phase 1B; thence N. 16°04'36" W., along the Easterly line of said Block A, 75.27 feet to the Northwest corner of said Parcel 7; thence S. 71°20'06" E., 2354.01 feet to the Carson River

Continued on next page



LEGAL DESCRIPTION - continued
Order No.:050701207ZZ

as shown on said Record of Survey #4; thence along the Carson River the following 5 courses:

1. S. 47°56'34" W., 166.81 feet;
2. S. 17°28'27" W., 231.99 feet;
3. S. 14°02'41" E., 656.11 feet;
4. S. 30°48'32" W., 286.59 feet;
5. S. 67°43'29" W., 329.62 feet;

thence S. 22°42'33" E., 210.65 feet; thence S. 00°53'02" W., 824.67 feet; thence S. 32°00'35" W., 1355.39 feet; thence S. 27°27'35" E., 642.56 feet; thence S. 57°59'07" E., 547.62 feet to the POINT OF BEGINNING.

Excepting therefrom the area of the Carson River located between the Average High Water Marks, which is under the ownership of the State of Nevada.

APN'S 1319-03-711-001 and 1319-03-810-001

TOGETHER WITH those access rights created under document entitled "Ingress and Egress Easement Agreement," dated as of November 12, 1996 and recorded November 25, 1996, in Book 1196, Page 4238, as Document No. 401708, in the Official Records of Douglas County, Nevada.

FURTHER TOGETHER WITH those certain non-exclusive easements for ingress and egress over Four (4) existing bridges and appurtenances over the bed and banks of the Carson River in Document, Recorded February 18, 1997, in Book 297, Page 2255, as Document No. 406824, Official Records of Douglas, Nevada.

"IN COMPLIANCE WITH NEVADA REVISED STATUTE 111.312, THE HEREIN ABOVE LEGAL DESCRIPTION WAS TAKEN FROM INSTRUMENT RECORDED NOVEMBER 13, 2000, BOOK 1100 OF OFFICIAL RECORDS, PAGE 2389, AS FILE NO. 503230, RECORDED IN THE OFFICIAL RECORDS OF DOUGLAS COUNTY, STATE OF NEVADA."

