

When Recorded, Return to:  
BRUCE INVESTMENT GROUP, LLC  
P.O. Box 5310  
Carefree, AZ 85377

APN: 1320-05-002-020  
Escrow No. 500586-25  
Order No. 050500578



**DEED OF TRUST**

This DEED OF TRUST, made this 16<sup>th</sup> day of February, 2006, between CAR CLUB OF AMERICA MINDEN/TAHOE LLC, a Nevada limited liability company, herein called "Trustor," whose address is 2420 Genoa Meadows Ct., Genoa, Nevada 89411, STEWART TITLE OF DOUGLAS COUNTY, a Nevada corporation, herein called "Trustee," whose address is 1650 N. Lucerne, Minden, Nevada 89423, and BRUCE INVESTMENT GROUP, LLC, whose address is P.O. Box 5310, Carefree, Arizona, 85377, herein called "Beneficiary" and BRUCE INVESTMENT GROUP LLC DEFINED BENEFIT PENSION PLAN, whose address is P.O. Box 5310, Carefree, Arizona 85377, herein called "Beneficiary."

**WITNESSETH:**

For the purpose of securing (1) payment of the sum of ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00), with interest thereon according to the terms of that certain Promissory Note, of even date herewith, executed by Trustor, payable to order of Beneficiaries, and all extensions or renewals thereof; and (2) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or to its successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust, Trustor grants to Trustee in trust, with power of sale, that property in the State of Nevada, County of Douglas (herein "Property"), more particularly described as follows:

**See Exhibit "A" attached hereto and incorporated herein by reference.**

**A.P.N. 1320-05-002-020**

Together with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, subject, however, to the right of Beneficiaries, during any period of default hereunder, and without waiver of such default, to collect said rents, issues and profits by any

lawful means, and to apply the same, less costs and expenses of collection, to any indebtedness secured hereby.

To protect the security interest of this Deed of Trust, Trustor agrees:

1. To properly care for and keep said Property in good condition; to pay when due all claims for labor performed in association with preparing to develop said Property; to comply with all laws, ordinances and regulations requiring any alterations or improvements to be made thereon; not to commit suffer or permit any act to be done in or upon said Property in violation of law; to do any other act or acts, all in a timely and proper manner, which, from the character or use of said Property, may be reasonably necessary, the specific enumerations herein not excluding the general.

2. The Trustor agrees to pay and discharge all costs, fees and expenses of this Trust, including cost of evidence of title and Trustee's fees in connection with sale, whether completed or not, which amounts shall become due upon delivery to Trustee of Declaration of Default and Demand for sale, as hereinafter provided.

3. The Trustor agrees to pay prior to delinquency all taxes, levies, charges and assessments made against the Property during the term of this Trust.

4. The amount collected under any fire insurance policy, if applicable, shall be credited: first, to accrued interest; next to expenditures hereunder; and any remainder upon the principal, and interest shall thereupon cease upon the amount so credited upon principal; provided, however, that at the option of the Beneficiaries, the entire amount collected under the policies or any part thereof may be released to the Trustor, without liability upon the Trustee for such release.

5. The Trustor promises and agrees that if, during the existence of the Trust there be commenced or pending any suit or action affecting said conveyed Property, or any part thereto, or the title thereto, or if any adverse claim for or against said Property, or any part thereof, be made or asserted. Trustor will appear in and defend any such matter purporting to affect the security and will pay all costs and damages arising because of such action.

6. Any award of damages in connection with any condemnation for public use of or injury to the Property or any part thereof is hereby assigned and shall be paid to Beneficiaries, who may apply or release such moneys received by it in the same manner and with the same effect as herein provided for disposition of proceeds of insurance.

7. Trustee shall be under no obligation to notify any party hereto of any pending sale hereunder or of action or proceeding of any kind in which Trustor, Beneficiaries and/or Trustee shall be named as defendant, unless brought by Trustee.

8. Acceptance by Beneficiaries of any sum in payment of any indebtedness secured hereby, after the date when the same is due, shall not constitute a waiver of the right either to require prompt payment, when due, of all other sums so secured or to declare default as herein provided for failure so to pay.

9. Trustee may, at any time, or from time to time, without liability therefor and without notice, upon written request of Beneficiaries and presentation of this Deed of Trust and the notes secured hereby for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby or the effect of this Deed of Trust upon the remainder of said Property: reconvey any part of said Property; consent in writing to the making of any map or plot thereof; join in granting any easement thereon; or join in any extension agreement or subordination agreement in connection herewith. However, this Deed of Trust shall not be subject and subordinate to any other deed of trust without the express written consent of the Beneficiaries.

10. Upon receipt of written request from Beneficiaries reciting that all sums secured hereby have been paid and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, the Trustee shall reconvey without warranty the Property then held hereunder. The recitals in such reconveyance of any matters of fact shall be conclusive proof of the truth thereof. The Grantee in such reconveyance may be described in general terms as "the person or persons legally entitled thereto," and Trustee is authorized to retain this Deed of Trust and note.

11. (a) Should default be made by Trustor in payment of any indebtedness secured hereby and/or in performance of any agreement herein, then Beneficiaries may declare all sums secured hereby immediately due by delivery to Trustee of a written declaration of default and demand for sale, and of written notice of default and election to cause said Property to be sold (which notice Trustee shall cause to be filed for record) and shall surrender to Trustee this Deed, the notes and all documents evidencing any expenditure secured hereby.

(b) That as additional security, Trustor hereby gives to and confers upon Beneficiaries the right, power and authority, during the continuance of this Trust, to collect any



rents, issues and profits of said Property, reserving unto Trustor the right, following the expiration of time to cure any default after the recording of the notice of default and election to sell in the office of the appropriate county recorder as provided in NRS 107.080, to collect and retain any such rents, issues and profits as they become due and payable. Upon such period, Beneficiaries may at any time without notice, either in person, by agent or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said Property or any part thereof, in their own names, sue for or otherwise collect any such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiaries may determine. The entering upon and taking possession of said Property, the collection of any such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any action done pursuant to such notice.

(c) After three months shall have elapsed following recordation of any such notice of default, Trustee shall sell said Property at such time and at such place in the State of Nevada as the Trustee, in its sole discretion, shall deem best to accomplish the object of this Trust, having first given notice of such sale as then required by law. Place of sale may be either in the county in which the Property to be sold, or any part thereof, is situated, or at an office of the Trustee located in the State of Nevada.

(d) The Trustor, Pledger and Mortgagor of the personal property herein pledged and/or mortgaged waives any and all demands or notices as conditions precedent to sale of such personalty.

(e) Trustee may postpone sale of all, or any portion, of said Property by public announcement at the time fixed by said notice of sale, and may thereafter postpone said sale from time to time by public announcement at the time previously appointed.

(f) At the time of sale so fixed, Trustee may sell the Property so advertised or any part thereof, either as a whole or in separate parcels at its sole discretion, at public auction, to the highest bidder for cash in lawful money of the United States, payable at time of sale, and shall deliver to such purchaser a deed conveying the Property so sold, but without covenant or

warranty, express or implied, Trustor hereby agrees to surrender, immediately and without demand, possession of said Property to such purchaser.

12. Trustee shall apply the proceeds of any such sale to payment of: expenses of sale and all charges and expenses of Trustee and of this Trust, including costs of evidence of title and Trustee's fee in connection with sale; all sums expended under the terms hereof, not then repaid, with accrued interest at the rate of eighteen percent (18%) per annum; all other sums then secured hereby, and the remainder, if any, to the person or persons legally entitled thereto.

13. The Beneficiaries or assigns may, at any time, by instrument in writing, appoint a successor or successors to the Trustee named herein or acting hereunder, which instrument, executed and acknowledged by Beneficiaries, and recorded in the Office of the County Recorder of the County or Counties wherein said Property is situated, shall be conclusive proof of the proper substitution of such successor or Trustee, who shall have all the estate, powers, duties and trusts in the premises vested in or conferred on the original Trustee. If there be more than one Trustee, either may act alone and execute the Trust upon the request of the Beneficiaries and his acts shall be deemed to be the acts of all Trustees, and the recital in any conveyance executed by such sole Trustee of such requests shall be conclusive evidence thereof, and of the authority of such sole Trustee to act.

14. The undersigned Trustor shall receive a copy of any notice required by law or by the terms of this Trust, at its address set forth above.

15. This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors, and assigns.

16. Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.

17. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural, and the term Beneficiary or Beneficiaries shall include any future holder, including pledgees, of the Note secured hereby.

18. In the event that Trustor, or any successor-in-interest to Trustor shall sell, transfer, or convey, or contract to sell, transfer, or convey the above-described real Property, or any portion thereof, or any interest therein, at the option of Beneficiaries, the entire amount of the



promissory note for which this Deed of Trust serves as security shall forthwith become due and payable, although the time for such payment shall not have arrived.

**TRUSTOR**

CAR CLUB OF AMERICA MINDEN/TAHOE, LLC  
a Nevada limited liability company

By Genoa Partners, LLC,  
a Nevada limited liability company  
Its Manager

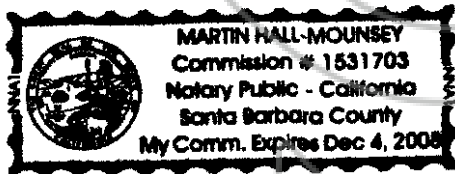
By: *Michael Lash*  
Michael Lash, Member of Genoa Partners, LLC

By: signed in counterpart  
Robert Hartman, Member of Genoa Partners, LLC

By: signed in counterpart  
Tom Davidson, Member of Genoa Partners, LLC

*California*  
STATE OF ~~NEVADA~~ )  
*Santa Barbara* ): ss  
COUNTY OF ~~WASHOE~~ )

The above instrument was acknowledged before me this 21 day of February, 2006, by MICHAEL LASH, as Member of Genoa Partners, LLC, a Nevada limited liability company (Genoa Partners, LLC is Manager of CAR CLUB OF AMERICA MINDEN/TAHOE, LLC, a Nevada limited liability company).



*M. Hall-Mounsey*  
Notary Public of ~~Nevada~~ *California*  
Commission Expires: 12/4/2008

promissory note for which this Deed of Trust serves as security shall forthwith become due and payable, although the time for such payment shall not have arrived.

**TRUSTOR**

CAR CLUB OF AMERICA MINDEN/TAHOE, LLC  
a Nevada limited liability company

By Genoa Partners, LLC,  
a Nevada limited liability company  
Its Manager

By: signed in counterpart  
Michael Lash, Member of Genoa Partners, LLC

By: *Robert Hartman*  
Robert Hartman, Member of Genoa Partners, LLC

By: signed in counterpart  
Tom Davidson, Member of Genoa Partners, LLC

STATE OF NEVADA        )  
                                  ): ss  
COUNTY OF WASHOE    )

The above instrument was acknowledged before me this \_\_\_ day of February, 2006, by MICHAEL LASH, as Member of Genoa Partners, LLC, a Nevada limited liability company (Genoa Partners, LLC is Manager of CAR CLUB OF AMERICA MINDEN/TAHOE, LLC, a Nevada limited liability company).

\_\_\_\_\_  
Notary Public of Nevada  
Commission Expires: \_\_\_\_\_

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**TRUSTOR**

CAR CLUB OF AMERICA MINDEN/TAHOE, LLC  
a Nevada limited liability company

By Genoa Partners, LLC,  
a Nevada limited liability company  
Its Manager

By: signed in counterpart  
Michael Lash, Member of Genoa Partners, LLC

By: signed in counterpart  
Robert Hartman, Member of Genoa Partners, LLC

By: *Tom Davidson*  
Tom Davidson, Member of Genoa Partners, LLC

California )  
STATE OF NEVADA )  
Santa Barbara )  
COUNTY OF WASHOE )

The above instrument was acknowledged before me this \_\_\_ day of February, 2006, by MICHAEL LASH, as Member of Genoa Partners, LLC, a Nevada limited liability company (Genoa Partners, LLC is Manager of CAR CLUB OF AMERICA MINDEN/TAHOE, LLC, a Nevada limited liability company).

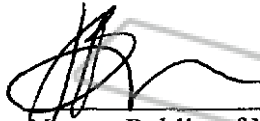
\_\_\_\_\_  
Notary Public of Nevada  
Commission Expires: \_\_\_\_\_



STATE OF NEVADA        )  
                                  ): ss  
COUNTY OF WASHOE    )

The above instrument was acknowledged before me this 16<sup>th</sup> day of February, 2006, by ROBERT HARTMAN, as Member of Genoa Partners, LLC, a Nevada limited liability company (Genoa Partners, LLC is Manager of CAR CLUB OF AMERICA MINDEN/TAHOE, LLC, a Nevada limited liability company).



  
\_\_\_\_\_  
Notary Public of Nevada  
Commission Expires: 3.19.07

STATE OF NEVADA        )  
                                  ): ss  
COUNTY OF WASHOE    )

The above instrument was acknowledged before me this \_\_\_ day of February, 2006, by TOM DAVIDSON, as Member of Genoa Partners, LLC, a Nevada limited liability company (Genoa Partners, LLC is Manager of CAR CLUB OF AMERICA MINDEN/TAHOE, LLC, a Nevada limited liability company).

\_\_\_\_\_  
Notary Public of Nevada  
Commission Expires: \_\_\_\_\_

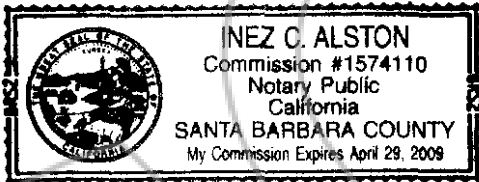
STATE OF NEVADA )  
 ) : ss  
COUNTY OF WASHOE )

The above instrument was acknowledged before me this \_\_\_ day of February, 2006, by ROBERT HARTMAN, as Member of Genoa Partners, LLC, a Nevada limited liability company (Genoa Partners, LLC is Manager of CAR CLUB OF AMERICA MINDEN/TAHOE, LLC, a Nevada limited liability company).

\_\_\_\_\_  
Notary Public of Nevada  
Commission Expires: \_\_\_\_\_

*California*  
STATE OF NEVADA )  
*Santa Barbara*  
COUNTY OF WASHOE )

The above instrument was acknowledged before me this 21 day of February, 2006, by TOM DAVIDSON, as Member of Genoa Partners, LLC, a Nevada limited liability company (Genoa Partners, LLC is Manager of CAR CLUB OF AMERICA MINDEN/TAHOE, LLC, a Nevada limited liability company).



*Inez C. Alston notary public*  
\_\_\_\_\_  
Notary Public of Nevada  
Commission Expires: 4.29.2009



TITLE  
Order No.: 050500578  
ESCROW NO. 500586-25

EXHIBIT 'A'  
LEGAL DESCRIPTION

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

A portion of the Southeast 1/4 Section 5, Township 13  
North, Range 20 East, M.D.B. & M., Douglas County, Nevada  
and being more particularly described as follows:

Parcel 3D as set forth on Parcel Map LDA 05-069 for HALL  
TRUST ET, AL, and filed for record with the Douglas County  
Recorder on January 19, 2006, in Book 0106, at Page 6147,  
as Document No. 665970, Official Records of Douglas County,  
Nevada.

Assessor's Parcel No. 1320-05-002-020