

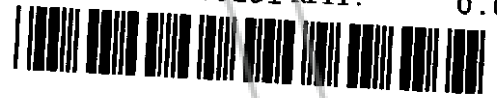
DOC # 0694200  
02/02/2007 08:58 AM Deputy: GB

OFFICIAL RECORD

Requested By:  
WESTERN TITLE COMPANY INC

Douglas County - NV  
Werner Christen - Recorder

Page: 1 of 21 Fee: 34.00  
BK-0207 PG-00191 RPTT: 0.00



APN# : Douglas Co.  
1320-30-702-001, 1320-30-601-003,  
1320-30-702-011, 1320-30-702-012,  
1320-30-702-018, 1320-30-702-019,  
1320-30-702-022, 1220-04-602-012

Recording Requested By:  
Western Title Company, Inc.

**When Recorded Mail To:**

Joan C. Wright, ESQ.  
Allison, MacKenzie, Pavlakis, Wright & Fagan,  
LTD.  
402 North Division St.  
Carson City, NV 89703

**Mail Tax Statements to: (deeds only)**

n/a  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(space above for Recorder's use only)

I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does not contain the social security number of any person or persons.  
(Per NRS 239B.030)

Signature

**Kim Thompson**

**Escrow Officer**

DEED OF TRUST AND ASSIGNMENT OF RENTS

APN:

Douglas Co. 1320-30-702-001  
1320-30-601-003  
1320-30-702-011  
1320-30-702-012  
1320-30-702-018  
1320-30-702-019  
1320-30-702-022  
1220-04-602-012

APN:

Lyon Co. 16-364-26  
16-364-27

PREPARED BY AND RETURN  
RECORDED DEED TO:  
JOAN C. WRIGHT, ESQ.  
ALLISON, MacKENZIE, PAVLAKIS,  
WRIGHT & FAGAN, LTD.  
402 North Division Street  
Carson City, NV 89703

The party executing this document hereby affirms that this document submitted for recording does not contain the social security number of any person or persons pursuant to NRS 239B.230

DEED OF TRUST

AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 1<sup>st</sup> day of FEBRUARY, 2007,  
by and between BEDFORD INVESTMENTS, LLC, a Nevada limited liability company (as to  
Parcels A and B, on Exhibit "A", attached hereto and incorporated herein by this reference), GTEB,  
LLC, a Nevada limited liability company (as to Parcel C on Exhibit "A") and NEVADA  
NORTHWEST, LLC, a Nevada limited liability company (as to Parcels D, E, F G, H, I and J on  
Exhibit "A"), collectively "Trustor," to WESTERN TITLE COMPANY, INC., a Nevada  
corporation, "Trustee," for IRWIN UNION BANK AND TRUST COMPANY, a Corporation, 1818  
E. College Parkway, Carson City, Nevada, 89706, "Beneficiary,"

WITNESSETH:

That the Trustor does hereby grant, bargain, sell, transfer, assign and convey unto the  
Trustee in trust with power of sale all that certain real property together with any and all appurtenant

rights situated in Lyon County and Douglas County, State of Nevada, more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference.

AND ALSO, all the estate, interest, homestead and other claim, in law and in equity, which the Trustor now has or may hereafter acquire in and to said property.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon the Beneficiary to collect and apply such rents, issues and profits; and also all the estate, right, title and interest, homestead or other claim or demand, as well in law as in equity, which the Trustor now has or hereafter may acquire of, in, and to the said property, or any part thereof, with the appurtenances; and all of the water rights if any, whether surface or underground, certificated, adjudicated or decreed, together with all of means, methods, structure and devices for diversion to beneficial use of the appurtenant water rights.

TO HAVE AND TO HOLD the same unto the said Trustee and its successors, upon the trusts hereinafter expressed, for the purpose of securing the following:

FIRST: As security for the payment of an indebtedness in the sum of ELEVEN MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$11,500,000.00) in lawful money of the United States of America or such amount as may have been advanced to BRUCE INDUSTRIES, INC., a Nevada corporation and BEDFORD PROPERTIES MANAGEMENT COMPANY, LLC, a Nevada limited partnership, collectively "Borrower", and all renewals, extensions, amendments, substitutions or modifications thereof, with interest thereon in like lawful money and such other obligations with expenses and counsel fees according to the terms of and evidenced by the two promissory notes executed and delivered by Borrower to the Beneficiary.

SECOND: Payment of such additional amounts as may be hereafter loaned by the Beneficiary or its successors, to the Trustor or Borrower, or any successor in interest of the Trustor or Borrower, with interest thereon and any other indebtedness or obligation of the Trustor or

Borrower, and any present or future demands of any kind or nature which the Beneficiary, or its successor, may have against the Trustor or Borrower, whether created directly or acquired by assignment; whether absolute or contingent; whether due or not, or whether otherwise secured or not, or whether existing at the time of the execution of this instrument, or arising thereafter; also as security for the payment and performance of every obligation, covenant, promise or agreement herein or in any note or notes secured by this deed of trust, or in connection with the preservation of the property encumbered herein or the preservation or enforcement of the lien created hereby. Trustor grants to Beneficiary the right to record notice that this deed of trust is security for additional amounts and obligations not specifically mentioned herein but which constitute indebtedness or obligations of the Trustor or Borrower for which Beneficiary may claim this deed of trust as security.

THIRD: The expenses and costs incurred or paid by Beneficiary or Trustee in preservation or enforcement of the rights and remedies of Beneficiary and the duties and liabilities of Trustor hereunder, including, but not limited to, attorneys' fees, court costs, witnesses' fees, expert witnesses' fees, collection costs, and costs and expenses paid by Beneficiary or Trustee in performing for Trustor's account any obligations of Trustor or to collect the rents or prevent waste or to preserve the priority and rights of Beneficiary's interests in any proceeding including a bankruptcy proceeding.

AND THIS INDENTURE FURTHER WITNESSETH:

1. REPAIRS, MAINTENANCE, WASTE, LIENS AND ENCUMBRANCES:

The Trustor promises to properly care for, maintain, and keep the said property in first class condition, order and repair; to properly care for, maintain, protect and to repair all buildings, improvements and fixtures damaged or destroyed thereon and to maintain and protect all water rights thereon; and to pay, when due, all claims for labor performed and for materials furnished therefor; to underpin and support, when necessary, any building or other improvement situate thereon, and otherwise to protect and preserve the same; to comply with all laws, ordinances and regulations with reference to any alterations or improvements made thereon; not to commit or permit any waste or

deterioration of said property; to pay, when due, all taxes, assessments, penalties and levies affecting said property and any costs or penalties thereon; to pay when due, all leases, mortgages, deeds of trust, lien claims and other encumbrances which are or appear to be a lien or a charge upon the property, or any part thereof, either prior or subordinate to this deed of trust.

2. INSURANCE: Trustor covenants to keep all buildings and improvements that may now or at any time be on said property during the continuance of this trust insured by an all-risk policy of insurance, including but not limited to, coverage for loss by fire, for not less than the amount of the loan.

Trustor covenants to keep relative to the premises, including all buildings and improvements, that may now, or at any time be on said property during the continuance of this trust, public liability and property damage insurance.

All insurance policies provided pursuant to this paragraph shall be Beneficiary as a mortgagee and loss payee as its interest appears, shall be with a company or companies authorized to issue such insurance in the State of Nevada rated "A" or better in the "best's Ratings" book approved by Beneficiary and shall provide thirty (30) days written notice to Beneficiary prior to policy cancellation or modification.

3. DEFAULT: Trustor promises and agrees that upon the happening of any one of the following events, the Beneficiary, at its option, may declare all promissory notes, sums and obligations secured hereby immediately due and payable without demand or notice, irrespective of the maturity dates expressed therein, and Beneficiary or Trustee may record a notice of such breach or default and elect to cause said property to be sold to satisfy the indebtedness and obligations secured hereby:

(a) If default be made in the payment when due of any installment of principal or interest, or any obligation in accordance with the terms of any note secured hereby, or in the performance of any of the covenants, promises or agreements contained in this Deed of Trust and Assignment of Rents; or

(b) If default be made in the payment of any installment of principal or interest, or obligation, in accordance with the terms of any note or notes secured by a deed of trust, if any, which are subordinate to or which have priority over this Deed of Trust and Assignment of Rents securing this note, or in the performance of any of the covenants, promises or agreements contained in any such subordinate or prior deed of trust; or

(c) If the Trustor becomes insolvent or makes a general assignment for the benefit of creditors, or consents to or applies for the appointment of a trustee or receiver for the property encumbered hereby, or any part thereof; or

(d) If a trustee or receiver is appointed for said property or any part thereof; or

(e) IN THE EVENT THE REAL PROPERTY, ENCUMBERED BY THIS DEED OF TRUST AND ASSIGNMENT OF RENTS, OR ANY PART THEREOF, OR ANY INTEREST THEREIN, IS SOLD, AGREED TO BE SOLD BY CONTRACT OF SALE OR OTHERWISE CONVEYED OR ALIENATED BY THE TRUSTOR, OR UPON THE MAKER OR TRUSTOR ENTERING INTO A CONSTRUCTION LOAN OR ANY OTHER ENCUMBRANCE; OR

(f) IF THE TRUSTOR SHALL BE DIVESTED OF TITLE TO SAID REAL PROPERTY SECURING THIS OBLIGATION OR ANY PART THEREOF, IN ANY MANNER OR WAY, WHETHER VOLUNTARILY OR INVOLUNTARILY, OR BY THE OPERATION OF LAW OR OTHERWISE; OR

(g) IN THE EVENT THE REAL PROPERTY SECURING THIS OBLIGATION OR ANY PART THEREOF, OR ANY INTEREST THEREIN IS, IN ANY WAY, ENCUMBERED, MORTGAGED, PLEDGED, OR ASSIGNED AS SECURITY, COLLATERAL, OR OTHERWISE; OR

If a proceeding be either voluntarily or involuntarily instituted for reorganization of Trustor or Borrower, or for any other debtor relief provided for by the Bankruptcy Code whether

filed by or against Trustor or Borrower, the obligations under the note or notes secured hereby are automatically accelerated without further action by Beneficiary or Trustee.

4. INSPECTION OF PROPERTY: The Beneficiary or its collection agent shall have access to and the right to inspect said property at all reasonable times.

5. EMINENT DOMAIN: If the above-described property, or any portion thereof, be condemned under any power of eminent domain or acquired for any public use or quasi-public use, the damages, proceeds and consideration for such acquisition to the extent of the full amount of indebtedness secured hereby remaining unpaid, are hereby irrevocably assigned by Trustor to Beneficiary, and shall be paid forthwith to Beneficiary, to be applied on account of the last maturing installments of such indebtedness. Such payment will not constitute a prepayment under the terms of the prepayment charge provisions of the promissory note secured hereby.

6. COMPLIANCE WITH LAW: Without limiting any other provision contained herein relating to the same or similar matters as hereinafter set forth, Trustor covenants and agrees to observe and comply with all applicable federal, state, and local statutes, ordinances, regulations, orders, and restrictions.

7. ASSIGNMENT OF RENTS: As a portion of the security hereunder, Trustor hereby assigns and gives to and confers upon the Trustee and Beneficiary the right, title and interest and, during the continuance of these trusts, to collect the rents, issues and profits of the property encumbered by this deed of trust, with or without taking possession of the property affected hereby, and further assigns to Beneficiary all right, title and interest in and to any and all leases now or hereafter on or affecting the encumbered property, reserving unto the Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby, or in the performance of any agreement hereunder, to collect and retain such rents, issues and profits as they may accrue and become payable. The foregoing assignment of any lease shall not be deemed to impose upon the Trustee and Beneficiary any of the obligations or duties of Trustor provided in any such lease, and Trustor agrees to fully perform all obligations of the lessor under all such leases.



The Trustee or Beneficiary may enter the encumbered property and inspect the same at any time during the existence of the trust hereby created, and in case default be made in the payment of any sum secured hereby, or in the performance of any act the performance of which is secured hereby, the Trustee or Beneficiary shall be entitled at any time, at its option either by itself, by an agent, or a Receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, to enter upon and take possession of the encumbered property, or any part thereof, and to do and perform such acts of repair, cultivation, protection or irrigation as may be necessary or proper to conserve the value thereof; to rent or lease the same or any part thereof for such rental, term and upon such conditions as its judgement may dictate, and to collect and receive the rents, issues and profits thereof; (which rents, issues, and profits, present and future, are hereby assigned to the Beneficiary as further security, but which assignment Trustee or Beneficiary agrees not to enforce so long as Trustor is not in default in payment of any sum or performance of any act to be made or performed hereunder), and to apply such rents, issues, and profits, to the reduction or satisfaction of any obligation secured by this deed of trust, and also to do any other act or acts, as it may deem necessary or proper, in the use, management or operation of the said premises, or to protect or conserve the value thereof, the specific enumerations herein not excluding the general. In the event that the Trustee or Beneficiary shall exercise the option granted in this paragraph the Trustor agrees to surrender to the Beneficiary peaceable possession of said property, and not to interfere in any manner with the exercise of the rights granted herein; and the expenses therein incurred, including compensation to said Beneficiary, its designated agent or Receiver, for attorney's fees, costs and related expenditures, shall be deemed to be a portion of the expense of this trust, and secured hereby. Trustor also assigns to Beneficiary, as a portion of the security for the performance of the obligations secured hereby, all prepaid rents and all monies which have been or may hereafter be deposited with said Trustor by any lessee of the property encumbered by this deed of trust, to secure the payment of any rent, and upon default in the performance of any of the provisions hereof Trustor agrees to deliver said rents and deposits to the Trustee.



Trustor shall not, without Beneficiary's prior written consent, further assign the rents, issues and profits from the encumbered property, nor enter into any agreement or do any act to amend, modify, extend, terminate or cancel, accept the surrender, subordinate, accelerate the payment of rent, or change the terms of any renewal option of any lease now or hereafter affecting such property or any portion thereof.

8. EXERCISE OF POWERS AND REMEDIES: Each and every power or remedy herein specifically given shall be in addition to every other power or remedy, existing or implied, now or hereafter given or existing in law or in equity, and each and every power and remedy herein specifically given or otherwise so existing or given may be exercised from time to time and as often and in such order as may be deemed expedient by Beneficiary or the holder of the Promissory Note and the exercise or the beginning of the exercise of one power or remedy shall not be deemed a waiver of the right to exercise at the same time or thereafter any power or remedy. No delay or omission of the Beneficiary in the exercise of any right or power accruing hereunder shall impair any such right or power or be construed to be a waiver of any default or acquiescence therein.

9. SEVERABILITY: The unenforceability or invalidity of any provision or provisions of this deed of trust as to any persons or circumstances shall not render that provision or those provisions unenforceable or invalid as to any other persons or circumstances, and all provisions hereof, in all other respects, shall remain valid and enforceable.

10. SUCCESSORS AND ASSIGNS: The benefits of the covenants, terms, conditions, and agreements contained herein shall accrue to, and the obligations thereof shall bind the heirs, representatives, successors, and assigns of the parties hereto and the Beneficiary hereof. However, nothing in the foregoing shall be implied to mean that Beneficiary has or will consent in any fashion to an assignment or delegation of the duties hereunder. Whenever used, the singular number shall include the plural, the plural the singular and the use of any gender shall include all other genders, and the term "Beneficiary" shall include any holder of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

11. NOTICES: Any notice or demand to be given or required by the terms of this deed of trust shall be given to the Trustor and Beneficiary by certified or registered mail at the following addresses:

Holder: IRWIN UNION BANK AND TRUST COMPANY  
Carson City  
1818 E. College Parkway  
Carson City, NV 89706

Trustor: C/O THOMAS B. BRUCE  
JAMES BRADSHAW  
P.O. Box 1700  
Dayton, NV 89703-1700

12. N.R.S. COVENANTS: The following covenants, Nos. 1, 3, 4 (interest 10%), 5, 6, 7 (counsel fees shall be in an amount equal to the actual and reasonable attorneys' fees incurred by Trustee and Beneficiary), 8 and 9 of NRS 107.030, when not inconsistent with covenants and provisions contained herein, are hereby adopted and made a part of this deed of trust.

13. ENVIRONMENTAL INDEMNITY: Trustor agrees to indemnify, protect, defend and save harmless Beneficiary and its directors, trustees, officers, employees, agents, attorneys and shareholders (individually, an "Indemnified Party" and collectively, the "Indemnified Parties") from and against any and all losses, damages, expenses or liabilities, of any kind or nature from any investigations, suits, claims, demands or other proceedings, including reasonable counsel fees incurred in investigating or defending such claim, suffered by any of them and caused by, relating to, arising out of, resulting from or any way connected with: (a) the presence in, on or under the Property of any Hazardous Materials, or any releases or discharges of any Hazardous Materials on, under or from the Property; or (b) any violation of Hazardous Materials Laws (as defined in the Hazardous Substance Certificate and Indemnity Agreement), or any activity carried on or undertaken on or off the Property whether prior to or during the term of the loans by Beneficiary to Borrower, and whether by either, or both, Trustor or Borrower or any predecessor in title or any employees, agents, contractors or subcontractors of either, or both, or any third persons at any time occupying

or present on the Property, in connection with the handling, treatment, removal, storage, decontamination, clean-up, transport or disposal of any Hazardous Materials at any time located or present on or under the Property. The foregoing indemnity shall further apply to any residual contamination on or under the Property, or affecting any natural resources, and to any contamination of any property or natural resources, arising in connection with the generation, use, handling, storage, transport or disposal of any such Hazardous Materials, and irrespective of whether any of such activities were or will be undertaken in accordance with applicable laws, regulations, codes and ordinances. It is provided, however, that Trustor shall not be obligated to indemnify, protect, defend or save harmless an Indemnified Party if, and to the extent that, any such loss, damage, expense or liability was caused by: (i) the gross negligence or intentional misconduct of such Indemnified Party; or (ii) the breach of this Deed of Trust by such Indemnified Party or the breach of any laws, rules or regulations by an Indemnified Party (other than those breaches of laws arising from either, or both, of Trustors' default). Trustor hereby acknowledges and agrees that, notwithstanding any other provision of this Deed of Trust to the contrary, the obligations of Trustor hereunder shall be unlimited personal obligations of Trustor and shall survive any foreclosure under this Deed of Trust, any transfer in lieu thereof, any reconveyance of this Deed of Trust and any satisfaction of the obligations of Trustors, or any one of them, in connection with the loans.

14. SUBSTITUTION OF COLLATERAL: Trustor/Borrower will not sell, exchange, substitute, or otherwise dispose of the real property, and will allow no other Deeds of Trust, liens, or security interest to attach to the real property without the prior written consent of the Beneficiary/Lender. Beneficiary/Lender will allow Trustor/Borrower to sell, exchange, substitute, or dispose of the real property provided that collateral with an appraised equal or greater value, owned by Trustor, Borrower, or a Guarantor, which is free of any encumbrances of any nature, lien, or security interest, is provided in substitution therefore as security to Beneficiary. For purposes of this section, the value of any real property shall be that stated in Exhibit "B" attached hereto. Upon substitution of collateral as provided in this section, Beneficiary/Lender will release the real property

from the encumbrance of the Deed of Trust and will execute all necessary documents in furtherance thereof.

15. PARTIAL RELEASE: Beneficiary agrees to release a portion of the Exhibit "A" real property prior to satisfaction of the indebtedness evidenced by the Promissory Notes secured hereby and execute all necessary documents in furtherance thereof upon written request of Trustor, provided that the ratio of the authorized loan amount to appraised value based on the Exhibit "B" values, does not exceed forty-five percent (45%).

16. GUARANTY: The obligations secured hereby are guaranteed by THOMAS B. BRUCE, individually; EVAN BRUCE, individually; THOMAS B. BRUCE, as Trustee of the THOMAS BEDFORD BRUCE 1996 TRUST and EVAN SCOTT BEDFORD BRUCE TRUST; EVAN BRUCE AND JAMES S. BRADSHAW as Trustee of the 1992 EVAN BRUCE TRUST; EVAN BRUCE, as Trustee of the EVAN BRUCE 1996 TRUST and ESBB 2004 TRUST; THOMAS B. BRUCE, as Trustee of the E.B. 2002 Asset Trust; CORPORATE MANAGEMENT SERVICES, INC., as Manager of BEDFORD INVESTMENTS, LLC; NEVADA NORTHWEST, LLC; GTEB, LLC; MTEB, LLC; SEAVIEW HOLDINGS, LLC; TEB, LLC; RIVERTREE RANCH, LLC; SIERRA NEVADA SW ENTERPRISES, LLC; ACME ACQUISITION, LLC; NORTH DOUGLAS PROPERTIES, LLC; DAYTON INVESTMENTS, LLC; BUSINESS RESOURCES, LLC; BUSINESS COMPONENTS, LLC; BUILDERS WHOLESALE, LLC; BEDFORD LEASING, LLC; and VIRGINIA RANCH DEVELOPMENT CORP.

17. WARRANTY: The Trustor hereby warrants that it has received good, valuable and sufficient consideration for executing this Deed of Trust and Assignment of Rents to secure a personal debt of BRUCE INDUSTRIES, INC. and BEDFORD PROPERTIES MANAGEMENT COMPANY, LLC. Trustor further warrants that this conveyance does not make the Trustor insolvent. Trustor waives any right to claim that the consideration for this Deed of Trust and Assignment of Rents was not received or was inadequate.

18. COUNTERPARTS: This Deed of Trust is being recorded in counterpart in order to facilitate the fact that the real property referenced herein is located in multiple counties and the document recorded in multiple County offices.

IN WITNESS WHEREOF, the Trustor has executed this Deed of Trust and Assignment of Rents the day and year first above written.

GTEB, LLC a Nevada limited liability company

NEVADA NORTHWEST, LLC, a Nevada limited liability company

By: CORPORATE MANAGEMENT SERVICES, INC., Manager

By: CORPORATE MANAGEMENT SERVICES, INC., Manager

By:   
JAMES S. BRADSHAW, President

By:   
JAMES S. BRADSHAW, President

BEDFORD INVESTMENTS, LLC, a Nevada limited liability company

By: CORPORATE MANAGEMENT SERVICES, INC., Manager

By:   
JAMES S. BRADSHAW, President

STATE OF NEVADA )  
                                  ) : ss.  
CARSON CITY      )

On Feb. 1<sup>st</sup>, 2007, personally appeared before me, a notary public, JAMES S. BRADSHAW, personally known (or proved) to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that he is the President of CORPORATE MANAGEMENT SERVICES, INC., a Nevada corporation, which is the Manager of GTEB, LLC, a Nevada limited liability company, and who further acknowledged to me that he executed the foregoing document on behalf of said company.

  
NOTARY PUBLIC

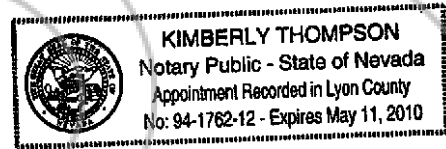


STATE OF NEVADA )  
 : ss.  
CARSON CITY )

On Feb. 1st, 2007, personally appeared before me, a notary public, JAMES S. BRADSHAW, personally known (or proved) to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that he is the President of CORPORATE MANAGEMENT SERVICES, INC., a Nevada corporation, which is the Manager of NEVADA NORTHWEST, LLC, a Nevada limited liability company, and who further acknowledged to me that he executed the foregoing document on behalf of said company.

  
NOTARY PUBLIC

STATE OF NEVADA )  
 : ss.  
CARSON CITY )



On Feb. 1st, 2007, personally appeared before me, a notary public, JAMES S. BRADSHAW, personally known (or proved) to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that he is the President of CORPORATE MANAGEMENT SERVICES, INC., a Nevada corporation, which is the Manager of BEDFORD INVESTMENTS, LLC, a Nevada limited liability company, and who further acknowledged to me that he executed the foregoing document on behalf of said company.

  
NOTARY PUBLIC

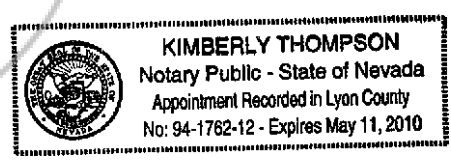


EXHIBIT "A"

TITLE COMPANY TO SUPPLY LEGAL DESCRIPTIONS  
OF ALL APNS ON 1<sup>st</sup> PAGE

COPY



**Legal Description**

All that certain real property situate in the County of Lyon, State of Nevada, described as follows:

**PARCEL A:**

All that certain property being a portion of Southwest 1/4 of Southwest 1/4 of Section 19, Township 16 North, Range 22 East, M.D.B.&M., described as follows:

Parcel 3-B, as shown on that certain Parcel Map for BEDFORD PROPERTIES, recorded in the Official Records of Lyon County, Nevada on January 15, 1992 as Document No. 148319.

**PARCEL B:**

All that certain property being a portion of the Southwest 1/4 of Southwest 1/4 of Section 19, Township 16 North, Range 22 East, M.D.B.&M., described as follows:

Parcel 4-B as shown on that certain Parcel Map for BEDFORD PROPERTIES, recorded in the Official Records of Lyon County, Nevada on January 15, 1992 as Document No. 148319.

All that real property situate in the County of Douglas, State of Nevada, described as follows:

**PARCEL C:**

A parcel of land located within portions of the Northwest 1/4 of Section 3 and the Northeast 1/4 of Section 4, Township 12 North, Range 20 East, Mount Diablo Meridian, more particularly described as follows:

Commencing at the East one-quarter of Section 4, Township 12 North, Range 20 East, M.D.M.&M., a found 3/4" iron pipe with 2" aluminum cap stamped "1995 Owens Eng. PLS 3090 E 1/4 Sec 4" as shown on the Record of Survey for Reno Orthopedic Clinic et al, recorded October 28, 1998 in the Office of the Recorder of Douglas County, Nevada as Document No. 452854; thence along the east line of said Section 4, North 00°39'29" East, 409.33 feet to a point on the northerly right-of-way of Stodick Parkway as described in Deed of Dedication recorded July 20, 2001 in said Office of Recorder in Book 0701, at Page 5295, as Document No. 518885, the point of beginning; thence along said northerly right-of-way of Stodick Parkway, South 61°07'36" West, 383.33 feet; thence along the arc of a curve to the right, having a radius of 60.00 feet, central angle of 74°20'18", and arc length of 77.85 feet to a point on the Easterly right-of-way of U.S. Highway 395 as described in a Deed recorded May 28, 1993 in said Office of Recorder in Book 593, at Page 5930, as Document No. 308372; thence along said Easterly right-of-way of U.S Highway 395 along the arc of a compound curve to the left, having a radius of 5,060.00 feet, central angle of 05°47'30" and arc length of 511.48 feet; thence continuing along said Easterly right-of-way of U.S Highway 395, North 50°19'36" West, 342.29 feet; thence South 89°28'04" East, 982.55 feet; thence South 00°21'36" West, 75.14 feet; thence South 89°38'24" East, 50.00 feet to a point on the West line of Elges Avenue; thence along said West line of Elges Avenue, South 00°21'36" West, 35.33 feet; thence continuing along said Elges Avenue along the arc of a curve to the right, non-tangent to the preceding course, having a radius of 20.00 feet, radial bearing to said curve of North 10°52'20" East, central angle of 43°07'49", and arc length of 15.06 feet; thence continuing along said Elges Avenue along the arc of a compound curve to the left, having a radius of 64.00 feet, central angle of 50°03'33", and arc length of 55.92 feet to a point on the East line of a strip of land formerly known as Elges Avenue and abandoned by Douglas County in Abandonment DA 01-146 recorded November 9, 2001 in said office of Recorder in Book 1101, at Page 2727, as Document No. 527318 and previously quitclaimed to GTEB, LLC in Quitclaim Deeds recorded September 30 and in Book 999, at Page 6449, Document No. 477911; thence along said East line of Elges Avenue, non-tangent to the preceding curve, South 00°21'36" West, 212.07 feet to a point on said Northerly right-of-way of Stodick Parkway; thence along said Northerly right-of-way of Stodick Parkway, South 61°07'36" West, 48.95 feet to the point of beginning.

NOTE (NRS 111.312): The above metes and bounds description appeared previously in that certain Boundary Line Adjustment Grant, Bargain, Sale Deed, recorded in the office of the County Recorder of Douglas County, Nevada on May 7, 2004, in Book 0504, Page 3040, as Document No. 612573, of Official Records.

**PARCEL D:**

A parcel of land located within a portion of the East 1/2 of Section 30, Township 13 North, Range 20 East, M.D.B.&M., more particularly described as follows:

Beginning at the Southeast corner of Adjusted Parcel 3, as shown on the Record of Survey to Support a Boundary Line Adjustment for Roland and Joan P. Dreyer filed for record July 31, 1997, in the office of the Recorder, Douglas County, Nevada, in Book 797, Page 5731, as Document No. 418466, said point also being the Southwest corner of Adjusted Parcel 2 per said Record of Survey; thence along the line common to Adjusted Parcels 2 and 3, North 26°35'00" East 455.06 feet to a point on the Southerly right-of-way of Ironwood Drive per the Deed of Dedication recorded in Book 1098, at Page 1622, as Document No. 451313; thence along said right-of-way South 63°25'00" East, 248.68 feet; thence leaving said right-of-way South 01°56'00" East, 518.89 feet to the South line of Adjusted Parcel 2; thence along said South line North 63°19'00" West, 496.40 feet to the point of beginning.

Further described on Record of Survey recorded October 5, 2000 in Book 1000, Page 717, as Document No. 500818 Official Records of Douglas County, Nevada.

NOTE: The above metes and bounds description appeared previously in that certain instrument recorded in the office of the County Recorder of Douglas County, Nevada on September 21, 2000 in Book 900, Page 3839, as Document No. 499879 of Official Records.

**PARCEL E:**

A parcel of land located within a portion of Section 30, Township 13 North, Range 20 East, M.D.B.&M., Douglas County, Nevada, described as follows:

Commencing at the Northeast corner of the parcel shown as A.P.N. 1320-30-702-001 on the Record of Survey for Laurence W. and Janus L. Johnson, recorded October 13, 1999, in the office of the Recorder, Douglas County, Nevada, as Document No. 478635, a found 5/8" rebar with plastic cap, PLS 11172, the point of beginning; thence along the boundary of said A.P.N. 1320-30-702-001 the following courses: South 01°56'00" East, 474.24 feet to a found 3/4" iron pipe with plug PLS 3519; North 72°25'55" East, 9.99 feet to the Easterly line of Parcel C as shown on the Parcel Map for Keith and Martha E. Cornforth, recorded August 21, 1974, in said office of Recorder, as Document No. 74862; North 01°50'29" West, 70.68 feet to the Northeast corner of said Parcel C; North 61°51'29" West, 521.34 feet along the Northerly line of Parcels A, B and C as shown on said Parcel Map; South 43°06'17" West, 199.12 feet along the Westerly line of Adjusted A.P.N. 25-030-18 as described in Lot Line Adjustment recorded February 23, 1987, in said office of Recorder, in Book 287, Page 2211, as Document No. 150445, to a point on the Easterly right-of-way of U. S. Highway 395, as described in Deed to the State of Nevada, recorded February 26, 1986, in said office of Recorder, in Book 286, at Page 1915, as Document No. 131294; along the arc of a curve to the right, nontangent to the previous course, having a radius of 1500.00 feet, central angle of 34°41'04", arc length of 908.04 feet and chord bearing and distance of North 26°41'18" West, 894.23 feet to the Southerly line of Adjusted Parcel 3, as shown on the Record of Survey to Support a Boundary Line Adjustment for Roland and Joan Dreyer, recoded July 31, 1997, in said office of Recorder, as Document No. 418466; South 63°19'00" East, 1111.58 feet to the point of beginning.

Reference is made to the Record of Survey for Laurence W. Johnson, et al, recorded October 13, 1999, in Book 1099, Page 2254, Document No. 478635.

NOTE: The above metes and bounds description appeared previously in that certain instrument recorded in the office of the County Recorder of Douglas County, Nevada on October 22, 1999, in Book 1099, Page 4082, as Document No. 479303 of Official Records.

**PARCEL F:**

A parcel of land located within a portion of the North 1/2 of the Southeast 1/4 of Section 30, Township 13 North, Range 20 East, M.D.B.&M., shown as A.P.N. 1320-30-702-011 on the Record of Survey for Nevada Northwest LLC filed for record on March 4, 2002 in the office of Recorder, Douglas County, Nevada as Document No. 536169, more particularly as follows:

Commencing at the Northwest corner of A.P.N. 1320-30-702-012 as shown on said Record of Survey, Document No. 536169, also being the Southwest corner of Parcel 4A as shown on the Record of Survey in Support of a Boundary Line Adjustment for Western Nevada Properties, Inc., et al filed for record on March 27, 1996 in said office of Recorder, Douglas County, Nevada as Document No. 384165, a found 5/8" rebar, PLS 3579; thence along the Westerly line of said A.P.N. 1320-30-702-012, also the Easterly line of the parcel shown as A.P.N. 1320-30-702-001 on Record of Survey for Laurence W. and Janus L. Johnson filed for record on October 13, 1999 in said office of Recorder, Douglas County, Nevada as Document No. 478635, South 01°56'00" East, 163.60 feet to a found 3/4" iron pipe with plug, PLS 3519, the point of beginning; thence along the Northerly line of said A.P.N. 1320-30-702-011, South 63°21'45" East, 265.83 feet to a found 5/8" rebar, PLS 3579; thence along the Easterly line of said A.P.N. 1320-30-702-011, South 26°35'00" West, 208.70 feet to a found 3/4" iron pipe with plug, PLS 3519, a point on the Northerly right-of-way of U.S. Highway 395; thence along the Southerly line of said A.P.N. 1320-30-702-011, also along said Northerly right-of-way, North 63°25'00" West, 152.30 feet to a found 3/4" iron pipe with plug PLS 3519; thence along the Westerly line of said A.P.N. 1320-30-702-011, North 01°56'00" West, 237.80 feet to the point of beginning.

NOTE: The above metes and bounds description appeared previously in that certain instrument recorded in the office of the County Recorder of Douglas County, Nevada on March 18, 2002, in Book 302, Page 5992 as Document No. 537197 of Official Records.

**PARCEL G:**

A parcel of land located within a portion of the North 1/2 of the Southeast 1/4 of Section 30, Township 13 North, Range 20 East, M.D.B.&M., shown as A.P.N. 1320-30-702-011 on the Record of Survey for Nevada Northwest LLC filed for record on March 4, 2002 in the office of Recorder, Douglas County, Nevada as Document No. 536169, more particularly as follows:

Commencing at the Northwest corner of A.P.N. 1320-30-702-012 as shown on said Record of Survey, Document No. 536169, also being the Southwest corner of Parcel 4A as shown on the Record of Survey in Support of a Boundary Line Adjustment for Western Nevada Properties, Inc., et al filed for record on March 27, 1996 in said office of the Recorder, Douglas County, Nevada as Document No. 384165, a found 5/8" rebar, PLS 3579; the point of beginning; thence along the Northerly line of said A.P.N. 1320-30-702-012, also the Southerly line of said Parcel 4A and Parcel 2A as shown on said Record of Survey, Document No. 384165, South 63°24'00" East, 343.93 feet to a found 5/8" rebar, PLS 3579; thence along the Easterly line of said A.P.N. 1320-30-702-012, also the Westerly line of said Parcel 2A, South 26°35'00" West, 144.00 feet to a found 5/8" rebar, PLS 3579; thence along the Southerly line of said A.P.N. 1320-30-702-012, North 63°21'45" West, 265.83 feet to a found 3/4" iron pipe with plug PLS 3519; thence along the Westerly line of said A.P.N. 1320-30-702-012, also the Easterly line of the parcel shown as A.P.N. 1320-30-702-001 on the Record of Survey for Laurence W. and Janus L. Johnson filed for record on October 13, 1999 in said office of Recorder, Douglas County, Nevada as Document No. 478635, North 01°56'00" West, 163.60 feet to the point of beginning.

NOTE: The above metes and bounds description appeared previously in that certain instrument recorded in the office of the County Recorder of Lyon County, Nevada on March 18, 2002, in Book 302, Page 5992 as Document No. 537197 of Official Records.

**PARCEL H:**

That portion of the East 1/2 of Section 30, Township 13 North, Range 20 East, M.D.B.&M., in the County of Douglas, State of Nevada, being more particularly described as follows:

Beginning at the Northeasterly corner of Parcel 4 of that certain Parcel Map for Western Nevada Properties, Inc., et al, recorded in Book 886, Page 3445, as Document No. 139860 of the Official Records of Douglas County; thence South 26°35'00" West, 430.20 feet to the Southwesterly corner of Parcel 3 of said Parcel Map; thence South 63°25'00" East, 80.50 feet; thence South 26°35'00" West 364.69 feet; to a point on the Southwesterly line of said Parcel 4; thence Westerly along the Southwesterly line of said Parcel 4, North 63°25'00" West, 231.61 feet to the Southwesterly corner of said Parcel 4; thence Northerly along the Westerly line of said Parcel 4, North 1°56'00" West, 904.64 feet to the Northwesterly corner of said Parcel 4; thence Easterly along the Northerly line of said Parcel 4, South 63°25'00" East, 583.00 feet to the point of beginning.

Together with an exclusive roadway easement as granted to Western Nevada Properties, Inc., a Nevada Corporation, more particularly described as Exhibit 2 "80 Foot Easement" as set forth in Deed of Easement recorded July 9, 1986, in Book 786, of Official Records, at Page 691, Douglas County, as Document No. 137313 and re-recorded July 10, 1986, in Book 786, of Official Records, at Page 782, Douglas County, Nevada, as Document No. 137346. Said easement is further imposed in Deed of Public Easement, recorded July 9, 1986, in Book 786, of Official Records, at Page 697, Douglas County, Nevada, as Document No. 137314.

NOTE: The above metes and bounds description appeared previously in that certain instrument recorded in the office of the County Recorder of Douglas County, Nevada on April 26, 2000, in Book 400, Page 4750 as Document No. 490574 of Official Records.

**PARCEL I:**

Being a portion of Section 30, Township 13 North, Range 20 East, M.D.B.&M., more particularly described as follows:

Parcel 3, as set forth on the certain Parcel Map for Western Nevada Properties, Inc., et al, filed for record in the office of the County Recorder of Douglas County, Nevada, on August 27, 1986, in Book 886, Page 3445, as Document No. 139860, Official Records of Douglas County, Nevada.

Together with an exclusive roadway easement as granted to Western Nevada Properties, Inc., a Nevada Corporation, more particularly described as Exhibit 2 "80 Foot Easement" as set forth in Deed of Easement recorded July 9, 1986, in Book 786, of Official Records, at Page 691, Douglas County, as Document No. 137313 and re-recorded July 10, 1986, in Book 786, of Official Records, at Page 782, Douglas County, Nevada, as Document No. 137346. Said easement is further imposed in Deed of Public Easement, recorded July 9, 1986, in Book 786, of Official Records, at Page 697, Douglas County, Nevada, as Document No. 137314.

**PARCEL J:**

All that certain real property situate within a portion of the Northeast 1/4 of the Southeast 1/4 of Section 30, Township 13 North, Range 20 East, M.D.B.&M., County of Douglas, State of Nevada described as follows:

A portion of Parcel 2A, as described in those certain Grant Deeds for the Purpose of Adjusting Boundaries, recorded June 25, 1996, in Book 696, at Page 4259, as Document No. 390733, and also as shown on that Record of Survey in Support of a Boundary Line Adjustment Between Parcel 2 and Parcel 4 of Parcel Map for Western Nevada Properties, Inc., et.al., recorded March 27, 1996 as Document No. 384165, in the Official Records of Douglas County, Nevada, more particularly described as follows:

Beginning at the Northwest corner of Parcel 2A, as described in said Deeds, Document No. 390733 and also as shown on said Record of Survey, Document No. 384156; thence South 63°25'00" East, 443.99 feet to the beginning of a nontangent curve concave to the East, said point being a point on the Westerly right-of-way line of



Lucerne Street; thence from a tangent bearing of South 26°35'00" West, 347.91 feet along the arc of said curve, having a radius of 486.76 feet and through a central angle of 40°57'05"; thence leaving said Westerly right-of-way line, South 70°23'23" West, 131.17 feet; thence South 26°35'00" West, 36.00 feet; thence North 63°25'00" West, 151.30 feet; thence South 26°35'00" West, 59.00 feet to the Northwest corner of a parcel of land described in that certain Deed, recorded December 28, 1954, in Book B-1, at Page 231 in the Official Records of Douglas County, Nevada; thence North 63°25'00" West, 208.70 feet; thence North 26°35'00" East, 144.00 feet; thence North 63°25'00" West, 112.32 feet; thence North 26°35'00" East, 364.69 feet to the point of beginning.

The Basis of Bearing of this description is North 63°25'00" West along the Northerly line of Parcel 2A, as described in those certain Grant Deeds for the Purpose of Adjusting Boundaries, recorded June 25, 1996, in Book 696, at Page 4259, as Document No. 390733, and also as shown on that Record of Survey in Support of a Boundary Line Adjustment Between Parcel 2 and Parcel 4 of Parcel Map for Western Nevada Properties, Inc., et.al., recorded March 27, 1996 as Document No. 384165, in the Official Records of Douglas County, Nevada.

NOTE: The above metes and bounds description was prepared by Laurie N. Weatherston, PLS# License No. 15225, if applicable, at R.O. Anderson Engineering, Inc., P.O. Box 2229, Minden, Nevada 89423.

EXHIBIT "B"

IRWIN UNION BANK  
 REAL ESTATE LOAN COLLATERAL  
 JUNE 26, 2006

EXHIBIT "B" #04.5

LYON COUNTY PARCELS

BEDFORD INVESTMENTS, LLC  
 EVANS AVENUE PARCELS

	Parcel No.	Zoned	Acres	Appraised Values
West Parcel	16-364-26	ME	10.717	698,300
East Parcel	16-364-27	ME	13.838	901,700

INDUSTRIAL ESTATES

**Evans Ave. -Totals** **24.555** **1,600,000**

DOUGLAS COUNTY PARCELS

NEVADA NORTHWEST, LLC

	Parcel No.	Zoned	Acres	Appraised Values
Johnson	1320-30-702-001	COMM	9.38	6,779,994
Dreyer	1320-30-601-003	COMM	3.89	2,811,746
Youngman	1320-30-702-011	COMM	1.00	722,814
Youngman	1320-30-702-012	COMM	1.01	730,042
Hanley	1320-30-702-018	COMM	6.39	4,618,780
Hanley	1320-30-702-019	COMM	4.21	3,043,046
Crisp	1320-30-702-022	COMM	5.11	3,693,579
<b>Hwy 395 - Hwy 88 / Ironwood - Total</b>			<b>30.99</b>	<b>22,400,000</b>

GTEB, LLC

Stodick Parkway

	Parcel No.	Zoned	Acres	Appraised Values
1301 Hwy 395	1220-04-602-012	NE	8.65	5,275,000
<b>Stodick Parkway Totals</b>			<b>8.65</b>	<b><u>5,275,000</u></b>
<b>Total Collateral</b>				<b><u>29,275,000</u></b>
<b>Loan to Value Based on 45%</b>				<b><u>13,173,750</u></b>

