

APN: 1318-26-101-011

Recording requested by
and when recorded mail to:

Market Street Business Complex, LLC
P.O. Box 456
Zephyr Cove, NV 89448

Douglas County - NV
Werner Christen - Recorder

Page: 1 of 5 Fee: 18.00
BK-0507 PG- 7244 RPTT: 0.00



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Above Space Reserved for Recorder's Use

COMMERCIAL FLOOR AREA RESERVATION AGREEMENT

This Commercial Floor Area Reservation Agreement (this "**CFA Agreement**") is made as of May 21, 2007 by and between Market Street Business Complex LLC, a Nevada limited liability company ("**MSBC**") and Tahoe Regional Planning Agency, a bi-state regional planning agency existing under Public Law 96-551(1980) ("**TRPA**").

RECITALS

A. On May 7, 2007, MSBC and Walter E. Hartman and Sally J. Hartman ("**Hartman**"), as lessor/seller, and TRPA, as lessee/purchaser, entered into a Purchase Addendum to Lease and Option to Purchase (the "**Purchase Addendum**"), whereby MSBC and Hartman agreed to sell to TRPA, and TRPA agreed to purchase from MSBC and Hartman, that certain real property located in the County of Douglas, State of Nevada, commonly known as Assessor's Parcel No. 1318-26-101-011 (the "**Sending Parcel**").

B. Pursuant to the Commercial Floor Area Verification/Banking Permit issued by TRPA to MSBC on April 9, 2007 (the "**CFA Permit**"), TRPA has verified sixty-one thousand four hundred sixty (61,460) square feet of commercial floor area ("**CFA**") at the Sending Parcel as legally existing and has acknowledged that sixteen thousand nine hundred eighty-five (16,985) of such verified commercial floor area located on the upper floor of the Sending Parcel (as identified in the site plan and spread sheets attached to the CFA Permit) (the "**Public Use CFA**") is designated as TRPA Public Use.

C. In accordance with the CFA Permit, MSBC and Hartman caused to be recorded a TRPA-approved deed restriction on May 15, 2007, in the Official Records of Douglas County as Instrument No. 0701257, stating that the areas designated for TRPA Public Use are restricted to public uses only. As a result of the recordation of the deed restriction, the Public Use CFA has been removed from the total amount of commercial floor area and banked in TRPA's account records for the Sending Parcel, and the Public Use CFA may be transferred from the Sending Parcel, subject to the provisions of Subsection 33.5.D of the TRPA Code.

D. Pursuant to the Purchase Addendum, MSBC and Hartman excluded from the Purchase Addendum and from the sale of the Sending Parcel and reserved to MSBC twelve thousand (12,000) square feet of the Public Use CFA (the "**Reserved CFA**").

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. **Ownership of Reserved CFA.** TRPA, MSBC and Hartman acknowledge and agree that MSBC owns all right, title and interest in and to the Reserved CFA and that MSBC intends to sell the Reserved CFA to third party purchasers who will transfer the Reserved CFA from the Sending Parcel to a project(s) approved by TRPA in accordance with the TRPA Code of Ordinances.

2. **Execution of Documents.** TRPA, in its capacity as the owner of the Sending Parcel, agrees, for the benefit of MSBC and its successors in interest to all or any portion of the Reserved CFA, to timely execute, acknowledge, and deliver such documents and/or materials, including, without limitation, transfer applications and deed restrictions, as may be reasonably necessary to seek regulatory approval of the transfer of all or any portion of the Reserved CFA from the Sending Parcel to a project(s) approved by TRPA.

3. **Banking of CFA.** TRPA agrees the Reserved CFA may remain appurtenant to or banked on the Sending Parcel until transferred to a project(s) approved by TRPA.

4. **Encumbrance.** TRPA agrees not to encumber the Reserved CFA or any portion thereof in any manner, except in favor of MSBC.

5. **Expenses Associated with CFA Transfer.** TRPA shall have no obligation to pay any fees or expenses related to the sale and transfer of the Reserved CFA.

6. **Attorney Fees.** If any party to this CFA Agreement or any successor or assignee of any party hereunder shall bring an action or proceeding to enforce any covenant of this CFA Agreement, it is hereby mutually agreed that the prevailing party shall be entitled to reasonable attorney fees and all costs and expenses in connection with said action, which sums shall be included in any judgment or decree entered in such action in favor of the prevailing party.

7. **Covenant Running with the Land.** The rights and restrictions set forth herein shall be deemed covenants running with the land or equitable servitudes, as the case may be, shall constitute benefits and burdens to the Sending Parcel, and shall be binding on TRPA, its assignees, successors and assigns, and all persons acquiring or owning any interest in the Sending Parcel.

IN WITNESS WHEREOF, the parties hereto have executed this CFA Agreement effective as of May 21, 2007.

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Signature Pages Follow.**

MSBC:

Market Street Business Complex LLC
a Nevada limited liability company

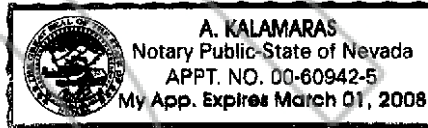
By: *[Signature]*
Copy to R G. Randy Lane
Managing Member

STATE OF Nevada)
COUNTY OF Douglas)^{SS}

On May 18, 2007, before me, A. Kalamaras, Notary Public in and for the County and State, personally appeared ~~G. Randy Lane~~ G. Randy Lane, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the Agreement.

WITNESS my hand and official seal:

[Signature]
Signature



**Remainder of Page Intentionally Blank.
Additional Signature Pages Follow.**

HARTMAN:

Walter E. Hartman
Walter E. Hartman

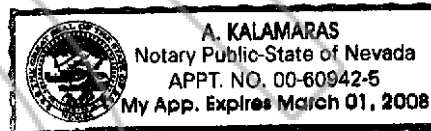
Sally J. Hartman
Sally J. Hartman

STATE OF Nevada)
COUNTY OF Douglas)^{SS}

On May 18, 2007, before me, A. Kalamaras, Notary Public in and for the County and State, personally appeared WALTER E. HARTMAN and SALLY J. HARTMAN, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the Agreement.

WITNESS my hand and official seal.

Akal
Signature



**Remainder of Page intentionally Blank.
Additional Signature Page Follows.**

TRPA:

Tahoe Regional Planning Agency

By: [Signature]

Name: JERIC WELLS

Title: DEPUTY EXECUTIVE DIRECTOR

STATE OF Nevada)
COUNTY OF Douglas)ss

On 5/18/, 2007, before me J.L. Bekaert, Notary Public in and for the County and State, personally appeared Jerry Wells, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the Agreement.

WITNESS my hand and official seal.

[Signature]
Signature

