

1320-32-702-001
WHEN RECORDED, RETURN TO
NEVADA STATE BANK
P.O. BOX 990
LAS VEGAS, NV 89125-0990
070501046

Douglas County - NV
Werner Christen - Recorder

Page: 1 of 5 Fee: 18.00
BK-0907 PG- 5006 RPTT: 0.00



ESTOPPEL, CONSENT AND SUBORDINATION AGREEMENT

This Estoppel, Consent and Subordination Agreement (the "Agreement") is made and executed as of the 11 day of September, 2007 by and between Nevada State Bank, a State banking corporation, Nakoma Investments LLC ("Landlord") and Nakoma Investments LLC and Topaz Lake MHP, LLC ("Tenant").

RECITALS

A. Tenant has executed and entered into a Lease Agreement dated 9/01/07, in which ("Landlord"), appears as "Lessor" and Tenant appears as "Lessee" (the "Lease"), which Lease relates to and encumbers a portion of the real property located in Douglas County, State of NV, together with the improvements now or hereafter located thereon ("the Property"), which Property is more particularly described in Exhibit A attached hereto and incorporated herein by this reference.

B. On the conditions that all Tenant's rights in the Property and the Lease (the "Lease Rights") be subordinated as provided below, Lender has agreed to make a term mortgage loan (the "Loan") to Landlord, in the principal amount of \$ 500,000 to provide term financing for Landlord. In connection with the Loan, Landlord has or will be executing a Promissory Note, Term Loan Trust Deed, Assignment of Rents and Security Agreement (the "Trust Deed"), Term Loan Agreement (the "Loan Agreement"), Assignment of Lease for Security (the "Assignment"), and other documents required by Lender to evidence and/or secure Landlord's obligations under the Loan. Unless otherwise defined in this Agreement, capitalized terms used in this Agreement shall have the meaning set forth in the Loan Agreement.

AGREEMENT

In consideration of Lender's Making the Loan to Landlord, the mutual covenants and conditions contained herein, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged by Lender and Tenant, the parties hereto do hereby agree as follows:

to Lender to secure Landlord's payment of the Loan and Landlord's other obligations under the Loan Documents in accordance with Assignment. Furthermore, Tenant does hereby warrant and represent that:

(a) The Lease is the valid and binding obligation of Tenant, Tenant is not in default under the Lease, and Tenant is not aware of any default by Landlord under the Lease;

(b) No amendments, modifications, or alterations have been made to the Lease;

(c) Neither Tenant nor Landlord shall agree to any mutual termination amendment, modification or renewal of the Lease without the prior written consent of Lender;

(d) Tenant shall give Lender prompt written notice of any default by Landlord under the Lease which notice shall specify the nature of the default;

(e) That notwithstanding anything to the contrary in the Lease, should any default under the Lease occur, Lender shall have sixty (60) days after the receipt of such notice from Tenant, and at the option of Lender, to cure such default of Landlord. Or, if the nature of the default is such that it cannot reasonably be cured within such sixty (60) day period, such longer period as is reasonably necessary to cure such default of Landlord;

(f) All rights of Tenant to terminate the Lease as a result of the occurrence of an event of default thereunder are subject to an condition upon Tenant's having first given landlord written notice of and an opportunity to cure such default as specified herein;

(g) No rent has been pre-paid under the Lease at this time; and

(h) Tenant agrees not to assign, transfer, mortgage, or otherwise encumber the Lease Rights or any interest therein. Tenant further agrees not to sublet the Property or any part thereof, without the prior written consent of Lender and any attempt to do so without such consent shall be void as to Lender.

2. Non-Disturbance. In the event that it should become necessary to foreclose the Trust Deed, Lender will not terminate the Lease nor, unless required in order to complete foreclosure proceedings, join Tenant in foreclosure proceedings so long as Tenant is not in default under any of the terms, covenants or conditions of the Lease, and the Lease will continue in full force and effect following any foreclosure until terminated in accordance with its terms or until it expires in accordance with its terms.

3. No Personal Liability. Notwithstanding any of the other provisions hereof, this Agreement is not intended to create and shall not be deemed to create any personal liability on the part of Tenant for repayment of or otherwise in connection with the Loan.

4. Subordination of Loan Documents. The Lease Rights are hereby made subject, subordinate, inferior, and junior to the Loan Documents and to all sums advanced on the security of the Loan Documents, including all sums advanced or costs incurred in connection with the Loan Documents or the Loan. The Lease Rights are hereby subordinated to the Loan Documents the same and as fully as if the Loan Documents had been executed and delivered (and recorded, where applicable) prior to execution, delivery and filing of the Lease.

5. Attornment. Tenant shall attorn to and recognize any purchaser at a foreclosure sale under the Trust Deed, any transferee who acquires the Property by deed in lieu of foreclosure, and the successors and assigns of such purchasers, as its landlord for the unexpired balance (and any extensions, if exercised) of the term of the Lease upon the same terms and conditions set forth in the Lease.

6. Successors. This Agreement is and shall be binding upon and shall inure to the benefit of Tenant, Lender and their respective successors and assigns.

7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada.

EXECUTED as of the day and year first above written

LENDER

NEVADA STATE BANK

By: [Signature] VP

<Officer Name> , <Title>

LANDLORD

By: [Signature]
Nakoma Investments LLC
<Name and Position of Signer>

TENANT

By: [Signature]
Nakoma Investments LLC
TOPAZ Lake MHP, LLC

STATE OF Nevada)
 : SS.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 21st day of Sept, 2007
by Janet Andraski, VP of Nevada State Bank.



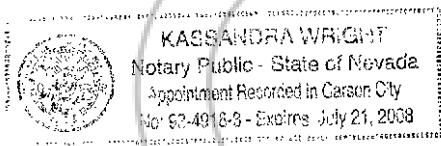
Kassandra Wright
NOTARY PUBLIC

My Commission Expires:

07.21.08

STATE OF Nevada)
 : SS.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 21st day of Sept,
2007 by Linda S. Beekhof, Manager of Nakoma Investments, LLC
(Landlord)



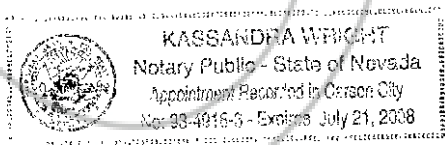
Kassandra Wright
NOTARY PUBLIC

My Commission Expires:

07.21.08

STATE OF Nevada)
 : SS.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 21st day of Sept,
2007 by Nakoma Investments/Topic, Lake Mead
(Tenant) Linda S. Beekhof, mgmt.



Kassandra Wright
NOTARY PUBLIC

My Commission Expires:

07.21.08

EXHIBIT A

LEGAL DESCRIPTION

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

Situate in the North 1/2 of North 1/2 of Southeast 1/4 of Section 32, Township 13 North, Range 20 East, M.D.B.&M., in Douglas County, Nevada, that is more particularly described as follows:

Commencing at the point of intersection of the South side of Cemetery Lane for Garden Cemetery in said Douglas County, and a line on the Southwesterly side of and 40 feet distant, measured at a right angle, from the centerline of Nevada State Highway Route 3 (U.S. 395) extending between the towns of Gardnerville and Minden in said Douglas County, said point of beginning further described as bearing South $86^{\circ}55'22''$ West a distance of 1,271.84 feet from the East 1/4 section corner of said Section 32; thence South $44^{\circ}54'$ East parallel to and 40 feet distant from said Highway centerline a distance of 95.0 feet to a point; thence from a tangent which bears the last described course, curving to the right with a radius of 15 feet through an angle of 90° an arc distance of 23.56 feet to a point; thence South $45^{\circ}06'$ West a distance of 205.0 feet, more or less, to a point which is 260 feet Southwesterly, measured at a right angle, from the above described highway centerline; thence North $44^{\circ}54'$ West, parallel to said Highway centerline a distance of 336.17 feet to a point on the South side of said Cemetery Lane; thence South $89^{\circ}06'30''$ East along the said South side of Cemetery Lane a distance of 315.51 feet to the point of beginning.

Assessor's Parcel No. 1320-32-702-001

"IN COMPLIANCE WITH NEVADA REVISED STATUTE 111.312, THE HEREIN ABOVE LEGAL DESCRIPTION WAS TAKEN FROM INSTRUMENT RECORDED December 12, 2006, BOOK 1206, PAGE 3722, AS FILE NO. 690511, RECORDED IN THE OFFICIAL RECORDS OF DOUGLAS COUNTY, STATE OF NEVADA."