



A. P. No. 1420-05-201-001

Escrow No. 121-233918-CD

When recorded mail to:

Max Baer
10433 Wilshire Blvd.
Suk 104
Los Angeles, CA 90024

**AFFIRMATION PURSUANT TO
NRS 111.312(1)(2) AND 239B.030(4)**

✓ Pursuant to NRS 239B.030, the undersigned, hereby affirm(s) that the below document, including any exhibits, hereby submitted for recording does not contain the social security number of any person or persons.

-OR-

The undersigned, hereby affirm(s) that this document, including any exhibits, hereby submitted for recording does contain the social security number of a person or persons as required by the following: _____

Signature _____

Agent Christen

Print Signature _____

Title _____

**DEED OF TRUST
WITH ASSIGNMENT OF RENTS**

THIS DEED OF TRUST, made November 9, 2007,
between MAX BAER PRODUCTIONS, LTD., a California corporation,
herein called "Trustor", whose address is: 10433 Wilshire
Boulevard, Los Angeles, CA 90024, FIRST AMERICAN TITLE
INSURANCE COMPANY, a California corporation, herein called

"Trustee", and MAX BAER, a single man, herein called
"Beneficiary", whose address is: 10433 Wilshire Boulevard,
Los Angeles, CA 900247,

W I T N E S S E T H:

That Trustor irrevocably grants to Trustee in trust,
with power of sale, all interest of Trustor in those two (2)
certain properties situate in the County of Douglas, State of
Nevada, more particularly described as follows:

SEE EXHIBIT "A" ATTACHED HERETO.

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
Beneficiary, 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.

FOR THE PURPOSE OF SECURING: (1) Payment of the
principal sum of \$1,605,000.00, according to the terms of a
promissory note or notes of even date herewith made by
Trustor, payable to order of Beneficiary, and all extensions
or renewals thereof; (2) the performance of each agreement of
Trustor incorporated herein by reference or contained herein;
and (3) payment of such additional sums which may hereafter
be loaned to Trustor by Beneficiary when evidenced by a
promissory note or notes reciting that they are secured by
this Deed of Trust.

AND THIS INDENTURE FURTHER WITNESSETH:

1. Trustor agrees to properly care for and keep said
property in good condition and repair; not to alter, remove,
damage or demolish any building or improvement thereon; to
complete in a good and workmanlike manner any building or
improvement which may be constructed thereon, and to pay when
due all claims for labor performed and materials furnished

-2-

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therefor; to comply with all laws, ordinances and regulations relating to any alterations or improvements made thereon; not to commit or permit any waste thereof; not to commit, suffer or permit any act to be done in or upon said property in violation of any law, covenant, condition or restriction affecting said property; to cultivate, irrigate, fertilize, fumigate, prune and/or 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. Trustor agrees to pay and discharge all costs, fees and expenses of this trust incurred in connection with any default by Trustor.

3. During the continuance of this trust, Trustor covenants to keep all buildings that may now or at any time be on said property in good repair and insured against loss by fire, with extended coverage endorsement, in a company or companies authorized to issue such insurance in the State of Nevada. Said insurance shall be in such sum or sums as shall equal the total indebtedness secured by this Deed of Trust and all obligations having priority over this Deed of Trust, or the maximum full insurable value of such buildings, whichever is less. Said insurance shall be payable to Beneficiary to the amount of the unsatisfied obligation to Beneficiary hereby secured. The policy or policies of said insurance shall be delivered to Beneficiary or to the collection agent of Beneficiary, as further security, and in default thereof, Beneficiary may procure such insurance and/or make such repairs, and expend for either of such purposes such sum or sums as Beneficiary shall deem necessary. The amount collected by Beneficiary under any fire or other insurance policy may be applied by Beneficiary upon the indebtedness secured hereby and in such order as Beneficiary may determine, or, at the option of Beneficiary, the entire amount so collected, or any part thereof, may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

4. Trustor promises and agrees that if, during the existence of this trust, there be commenced or pending any suit or action affecting said property, or any part thereof, or the title thereto, or if any adverse claim for or against said property, or any part thereof, be made or asserted, he



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.

5. Any award of damages in connection with any condemnation for public use of, or injury to said property, or any part thereof, is hereby assigned and shall be paid to Beneficiary, who may apply or release such moneys received by him in the same manner and with the same affect as herein provided for disposition of proceeds of insurance.

6. Except as may be required by law, Trustee shall be under no obligation to notify any party hereto of any pending sale of said property, whether such sale is by foreclosure or otherwise, or of any action or proceeding in which Trustor or Beneficiary or Trustee shall be a party, unless brought by Trustee.

7. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment, when due, of all other sums so secured or to declare default, as herein provided, for failure to so pay.

8. At any time, and from time to time, without liability therefor, upon written request of Trustor and Beneficiary, 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 said property, Trustee may consent in writing to the making of any map or plat thereof or join in granting any easement thereon.

9. Upon receipt of written request from Beneficiary reciting that all sums secured hereby have been paid and upon surrender of this Deed of Trust and the note secured hereby to Trustee for cancellation and retention, or such other disposition as Trustee, in its sole discretion, may choose, 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".



10. Should Trustor default in the payment of any indebtedness secured hereby, or in the performance of any of the covenants and agreements herein contained or incorporated herein by reference, Beneficiary may declare all sums secured hereby immediately due and payable.

11. The following covenants Nos. 1, 3, 4 (interest 12%), 5, 6, 7 (counsel fees - a reasonable percentage), 8 and 9 of Nevada Revised Statutes 107.030, are hereby adopted and made a part of this Deed of Trust, and, notwithstanding any provision of said covenant No. 7 to the contrary, proceeds of any foreclosure sale shall be distributed pursuant to the provisions of Nevada Revised Statutes 40.462.

12. Trustor agrees to pay any deficiency arising from any cause after application of the proceeds of the sale held in accordance with the provisions of the covenants hereinabove adopted by reference.

13. 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. It is expressly agreed that the Trust created hereby is irrevocable by Trustor.

14. Trustee accepts this trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law, reserving, however, unto the Trustee, the right to resign from the duties and obligations imposed herein whenever Trustee, in its sole discretion, deems such resignation to be in the best interest of the Trustee. Written notice of such resignation shall be given to Trustor and Beneficiary.

15. In this Deed of Trust, unless the context requires otherwise, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural. The term "Beneficiary" includes any future holder of the note secured hereby. The term "Trustor" includes the term "Grantor".

16. If all or any portion of the property which is the subject of this Deed of Trust is conveyed from Trustor by deed, contract, execution, instrument or any other mode or means, voluntarily or involuntarily, not caused by the demise of Trustor, which will effect, in law or equity, a divestiture of Trustor's interest or title in said property, the note secured hereby shall accelerate and the entire



balance of principal and interest, including guaranteed interest, then unpaid, plus any prepayment penalties, shall forthwith become due and payable without notice or demand.

16. The parties agree that no allocation of the face amount of the note need be made between the encumbered properties now, prior to, or at the time of any trustee's sale under the Deed of Trust. Trustor does further agree that the property may be sold in such order as the Beneficiary may designate, or may be sold simultaneously and the sum of the fees and expenses of foreclosure may, in the sole discretion of Beneficiary, be credit bid or recovered at any trustee's sale under the Deed of Trust. Further, a sale of less than all of the property hereby encumbered or any defective or irregular sale made hereunder shall not exhaust the power of sale herein conferred, but subsequent sales hereunder may be made as long and as often as any of the indebtedness secured hereby remains unpaid and any of said property remains encumbered.

18. This Deed of Trust is subject and subordinate to that certain Deed of Trust in favor of ROGER S. CAMRAS recorded concurrently herewith.

TRUSTOR:

MAX BAER PRODUCTIONS, LTD.,
a California corporation

[Handwritten signature]

By _____

Its *[Handwritten initials]*

STATE OF Nevada)
) ss
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on 11-6-, 2007, by MAX A. BAER as President of/for MAX BAER PRODUCTIONS, LTD.

[Handwritten signature]
Notary Public

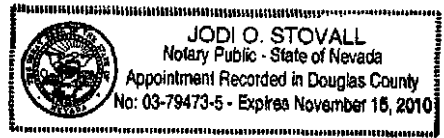


Exhibit "A"

PARCEL 1:

PARCEL 1A:

THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 14 NORTH, RANGE 20 EAST, M.D.B.&M.

PARCEL 1B:

AN EASEMENT FOR ACCESS AS DESCRIBED IN DECISION FOR RIGHT-OF-WAY GRANT, AMENDMENT TO RIGHT-OF-WAY GRANT AND PARTIAL ASSIGNMENT RECORDED IN THE OFFICE OF THE DOUGLAS COUNTY RECORDER, STATE OF NEVADA, ON FEBRUARY 3, 1998 IN BOOK 0298 AT PAGE 342 AS DOCUMENT NO. 0431896, OFFICIAL RECORDS.

PARCEL 2:

PARCEL 2A:

THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF THE WEST HALF (W 1/2) OF LOT 1 OF NORTHWEST QUARTER (NW 1/4), WEST HALF (W 1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF THE WEST HALF (W 1/2) OF LOT 1 OF NORTHWEST QUARTER (NW 1/4), NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE WEST HALF (W 1/2) OF LOT 1 OF NORTHWEST QUARTER (NW 1/4), WEST HALF (W 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE WEST HALF (W 1/2) OF LOT 1 OF NORTHWEST QUARTER (NW 1/4), NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4), NORTH HALF (N 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) AND SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4)

TOGETHER WITH SOUTHEAST QUARTER OF SOUTHWEST QUARTER OF NORTHWEST QUARTER OF SOUTHWEST QUARTER, NORTHWEST QUARTER OF SOUTHWEST QUARTER OF SOUTHWEST QUARTER, NORTH HALF OF NORTHWEST QUARTER OF SOUTHWEST QUARTER OF SOUTHWEST QUARTER OF SOUTHWEST QUARTER AND NORTHEAST QUARTER OF SOUTHWEST QUARTER OF SOUTHWEST QUARTER OF SOUTHWEST QUARTER IN SECTION 5, TOWNSHIP 14 NORTH, RANGE 20 EAST, M.D.B.&M.



BK-1107
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PARCEL 2B:

THE NORTH HALF (N 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF THE EAST HALF (E 1/2) OF LOT 1 OF NORTHEAST QUARTER (NE 1/4), SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF THE EAST HALF (E 1/2) OF LOT 1 OF NORTHEAST QUARTER (NE 1/4), NORTHEAST QUARTER (NE 1/4) OF THE NORTHWEST (NW 1/4) OF THE EAST HALF (E 1/2) OF LOT 1 OF NORTHEAST QUARTER (NE 1/4), SOUTHEAST QUARTER (SE 1/4) OF SOUTHWEST QUARTER (SW 1/4) OF THE EAST HALF (E 1/2) OF LOT 1 OF NORTHEAST QUARTER (NE 1/4), SOUTHEAST QUARTER (SE 1/4) OF EAST HALF (E 1/2) OF LOT 1 OF NORTHEAST QUARTER (NE 1/4), EAST HALF (E 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4), SOUTHEAST QUARTER (SE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER, SOUTH HALF (S 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4), NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4), SOUTH HALF (S 1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) AND NORTH HALF (N 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4)

TOGETHER WITH NORTH HALF OF NORTHEAST QUARTER OF SOUTHEAST QUARTER OF SOUTHEAST QUARTER OF SOUTHEAST QUARTER, AND THE NORTHWEST QUARTER OF SOUTHEAST QUARTER SOUTHEAST QUARTER OF SOUTHEAST QUARTER IN SECTION 6, TOWNSHIP 14 NORTH, RANGE 20 EAST, M.D.B.&M

EXCEPTING THEREFROM ANY PROPERTY LYING NORTHERLY OF TOPSY LANE AS DESCRIBED IN THE DEED FOR PUBLIC RIGHT OF WAY, DOCUMENT NO: 631478, OF OFFICIAL RECORDS OF DOUGLAS COUNTY, NEVADA.

SAID LAND IS ALSO SHOWN AS PARCEL 1 OF RECORD OF SURVEY NO. 703021 RECORDED JUNE 14, 2007.



BK-1107
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