

OFFICIAL RECORD

Requested By:  
MARQUIS TITLE & ESCROW INC

ASSESSORS PARCEL NO. 1418-11-311-005  
Escrow No.: 282071-SCG

Douglas County - NV  
Werner Christen - Recorder  
Page: 1 Of 17 Fee: 55.00  
BK-0608 PG- 2927 RPTT: 0.00

Recording Requested by:



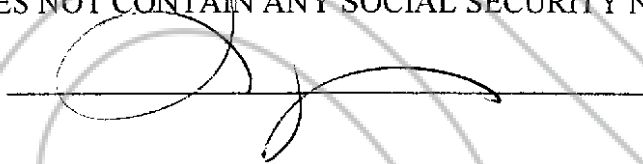
When recorded mail to:

Grove Property Fund LLC  
40 Grove Capital LLC  
45 Glastonbury Blvd  
Glastonbury, CT 06033

DOCUMENT BEING RECORDED

Assignment of Deed of Trust

I HEREBY AFFIRM THAT THE ATTACHED DOCUMENT SUBMITTED FOR RECORDING DOES NOT CONTAIN ANY SOCIAL SECURITY NUMBERS.



**ASSIGNMENT OF BENEFICIARY'S INTEREST IN DEED OF TRUST FOR  
PURPOSES OF COLLATERAL**

This Assignment made and entered into this 5<sup>th</sup> day of June, 2008 by and between THE JON AND SUZANNE EDWARDS FAMILY TRUST DATED MAY 2, 2002, hereinafter for convenience referred to as "Assignor" and GROVE PROPERTY FUND LLC, a Delaware limited liability company hereinafter for convenience referred to as "Assignee".

**WHEREAS**, Assignor is the beneficiary of that Deed of Trust dated July 14, 2006 executed by Corbet Weiler Homes LLC to Assignor and recorded in the Book 0706 at Page 6715, as Document No. 0680148 in the Office of the County Recorder of Douglas County, Nevada (the "Deed of Trust") securing a Promissory Note of the same date in the original principal amount of \$1,305,000.00 (the "Corbet Note"), true and correct copies of which are attached hereto, marked Exhibit "A" and "B" respectively for identification and by this reference fully and completely incorporated herein, and;

**WHEREAS**, Assignor is desirous of assigning its right, title and interest in and to the Deed of Trust and the Corbet Note as security and collateral for that certain Promissory Note dated as of the day and year first above written, executed by Assignor, E-Neva, LLC and Jon L. Edwards, as makers (collectively, the "Makers"), in favor of the Assignee herein, a copy of which is attached hereto as Exhibit "C" (the "Grove Note"); and

**WHEREAS**, Assignee is desirous of receiving all of Assignor's right, title and interest in and to the Deed of Trust and Corbet Note for and as collateral and security, securing those obligations contained and set forth in the Grove Note.

**NOW, THEREFORE**, for and in consideration of the sum of Ten Dollars and Other Valuable Consideration (\$10.00 + OVC) the receipt and legal sufficiency of which is hereby acknowledged by the Assignor. The parties hereto agree as follows:

1. That the recitals as set forth above are hereby incorporated herein by reference.
2. That Assignor does hereby grant, set over, assign and transfer unto Assignee all of the Assignor's right, title and interest in and to the Deed of Trust and Corbet Note as collateral and security for the performance of the terms, conditions and obligations to be kept and performed by the Makers in favor of Assignee as more fully set forth in the Grove Note.
3. That Assigner hereby irrevocably appoints Assignee as its Power of Attorney to sue and demand and foreclose and exercise all of Assignor's rights in and to the Deed of Trust and Corbet Note until such time as the obligations contained in the Grove Note are paid and satisfied in full at which time the Power of Attorney granted herein shall be deemed revoked.



4. That upon the completion of each and every one and all of the terms and conditions contained and set forth in the Grove Note, Assignee agrees that it shall reassign and reconvey the right, title and interest received by them as set forth herein to Assignor in which case the parties rights hereunder shall cease and no other assignment shall be required.

5. Attorney's Fees.

**IT IS AGREED AND UNDERSTOOD** by and between the parties hereto that in the event of a dispute concerning the terms and conditions contained and set forth in this Assignment, the prevailing party shall be entitled to attorney's fees.

6. Covenant for Further Assurance.

**IT IS AGREED AND UNDERSTOOD** by and between the parties hereto, and the parties covenant, each with the other, their respective heirs, personal representatives, and successors-in-interest, that when and so often as may be necessary, the parties, their heirs, personal representatives, and successors-in-interest will execute, do such reasonable things, and give such assurances as may be reasonably required to perfect the implied and expressed covenants, warranties, and conditions herein set forth, reserved, and contained to be kept and performed on the part of the parties hereto.

7. Waiver.

**IT IS AGREED AND UNDERSTOOD** by and between the parties hereto that a waiver of any breach of any term, covenant, or condition herein set forth, reserved, and contained to be kept and performed on the part of the parties shall not act as a bar, or precedent, nor shall it foreclose the other from enforcing, at law or in equity, any of the other terms, covenants, and conditions herein set forth, reserved, and contained.


8. Binding Effect.

**IT IS AGREED AND UNDERSTOOD** by and between the parties hereto that all of the terms, covenants, and conditions herein set forth, reserved, and contained on the part of the parties to be kept and performed shall be binding upon and inure to the benefit of, and be enforceable by, the heirs, assigns, personal representatives, and successors-in-interest of the parties hereto.

*(Signatures Contained On Next Page)*

IN WITNESS WHEREOF, the undersigned has executed this Assignment as of the day and year first above written.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

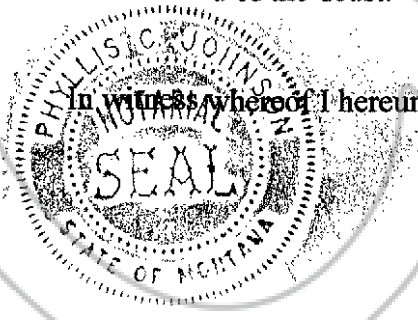
  
JON L. EDWARDS, Trustee of the  
Jon and Suzanne Edwards Family  
Trust date May 2, 2002

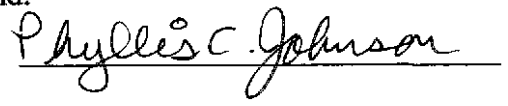
\_\_\_\_\_  
SUZANNE S. EDWARDS, Trustee  
of Jon and Suzanne Edwards Family  
Trust dated May 2, 2002

STATE OF Montana )  
                                      )      ss. \_\_\_\_\_  
COUNTY OF Gallatin )

On this the 5<sup>th</sup> day of June, 2008 before me, the undersigned officer, personally appeared Jon L. Edwards, Trustee of the Jon and Suzanne Edwards Family Trust date May 2, 2002, known to me (or satisfactorily proven) to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained as his fee act and deed and the free act and deed of the Trust.

In witness whereof I hereunto set my hand.



  
\_\_\_\_\_  
Phyllis C. Johnson

Commissioner of the Superior Court  
Notary Public for the State of MT  
My Commission Expires: 10/16/2011  
Residing at Belgrade, MT



**IN WITNESS WHEREOF**, the undersigned has executed this Assignment as of the day and year first above written.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
JON L. EDWARDS, Trustee of the  
Jon and Suzanne Edwards Family  
Trust date May 2, 2002

*Suzanne S. Edwards*

\_\_\_\_\_  
SUZANNE S. EDWARDS, Trustee  
of Jon and Suzanne Edwards Family  
Trust dated May 2, 2002

STATE OF Montana )  
COUNTY OF Gallatin )

ss. \_\_\_\_\_

On this the 5 day of June, 2008 before me, the undersigned officer, personally appeared Jon L. Edwards, Trustee of the Jon and Suzanne Edwards Family Trust date May 2, 2002, known to me (or satisfactorily proven) to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained as his fee act and deed and the free act and deed of the Trust.

In witness whereof I hereunto set my hand

*Ben Kessinger*

Commissioner of the Superior Court  
Notary Public

My Commission Expires: 4/18/2010



06/04/2008 13:09 FAX

001/002

Exhibit A

No. 2272245-CD

**PROMISSORY NOTE**

\$1,305,000.00

Reno, Nevada, July 14, 2006.

FOR VALUE RECEIVED, the undersigned promises to pay to the order of JON L. EDWARDS and SUZANNE S. EDWARDS, Trustees of the JON AND SUZANNE EDWARDS FAMILY TRUST dated May 2, 2002, the sum of ONE MILLION THREE HUNDRED FIVE THOUSAND AND NO/100 DOLLARS (\$1,305,000.00), together with interest upon declining balances thereof at the rate of Eight Percent (8%) per annum, commencing on July 20, 2006, and it is hereby agreed that the said \$1,305,000.00, plus 8% interest, shall be paid as follows:

The principal of this note, together with accrued interest, shall be paid in full on June 20, 2008.

Maker reserves the right to prepay all or any portion of the indebtedness evidenced by this note at any time, without penalty. Any sums prepaid shall first be applied to accrued interest on the principal balance then unpaid.

If default be made in the provisions hereof, or be made in any of the covenants contained in the Deed of Trust securing this note or be made in the payment of any installment as provided in any other note secured by said Deed of Trust; or in the event any maker executes a general assignment for the benefit of creditors, or a bankruptcy proceeding is commenced by or against any maker; or in the event a receiver is appointed for any maker or the property of any maker, then, upon the happening of any one of such events, the entire sum of principal and interest, including

CORBET WEILER HOMES, LLC.,  
a Nevada limited liability  
company

By: [Signature]

Its: Managing Member

Page 1 of 2 pages.

LAW OFFICES OF JUDITH A. OTTO, LTD. • 1610 MONTCLAIR AVENUE, SUITE B • RENO, NEVADA 89509



guaranteed interest, then unpaid, plus any prepayment penalties, shall forthwith become due and payable, at the option of the holders, without notice or demand.

The holders shall not by any act of omission or commission be deemed to waive any rights or remedies hereunder unless such waiver be in a writing signed by the holders, and then only to the extent set forth therein.

Each maker agrees to pay all costs and expenses incurred in enforcing collection of any portion of this note by suit or otherwise, including a reasonable attorney's fee, if an attorney is used in such collection. If suit is instituted for collection, the Court shall adjudge the attorney's fee allowed.

This note shall be the joint and several obligation of all makers, sureties, guarantors and endorsers. Such liability shall continue in the event any extension of time for repayment is given.

This note is secured by a Deed of Trust of even date herewith.

CORBET WEILER HOMES, LLC,  
a Nevada limited liability  
company

By: [Signature]

Its: [Signature]



DOC # 0680148  
07/20/2006 12:56 PM Deputy: SD  
CONFORMED COPY  
Requested By:  
FIRST AMERICAN TITLE COMPANY

A. P. No. 1418-11-311-005  
Escrow No. 2272245-CD

When recorded mail to:

EDWARDS FAMILY TRUST  
8430 BRIDGER CANYON ROAD  
BOZEMAN, MT. 59715

Exhibit B

Douglas County - NV  
Werner Christen - Recorder  
Page: 1 of 5 Fee: 18.00  
BK-0706 PG- 6715 RPTT: 0.00

DEED OF TRUST  
WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made JULY 14, 2006,  
between CORBET WEILER HOMES, LLC, a Nevada limited  
liability company, herein called "Trutor", whose address is:  
401 Dayton Valley Rd Ste 894 Dayton NV 89403, FIRST  
AMERICAN TITLE COMPANY OF NEVADA, a Nevada corporation,  
herein called "Trustee", and JON L. EDWARDS and SUZANNE S.  
EDWARDS, Trustees of the JON AND SUZANNE EDWARDS FAMILY TRUST  
dated May 2, 2002, herein called "Beneficiary", whose address  
is: 8430 BRIDGER CANYON ROAD BOZEMAN, MT 59715,

W I T N E S S E T H:

That Trutor irrevocably grants to Trustee in trust,  
with power of sale, all interest of Trutor in that certain  
property situate in the County of Douglas, State of Nevada,  
more particularly described as follows:

Lot 73, in Block D, as shown on the map of  
GLENBROOK UNIT NO. 2, filed in the office of the  
County Recorder of Douglas County, Nevada, on May  
26, 1978.

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 \$1,305,000.00, 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 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".

CORBET WEILER HOMES, LLC

By: [Signature]

Its: Managing Member

STATE OF Nevada )  
COUNTY OF Douglas ) ss

This instrument was acknowledged before me on 7-14, 2006, by Brad Franden, as Managing Member of CORBET WEILER HOMES, LLC.

[Signature]  
Notary Public



November 23, 2004  
04358

**EXHIBIT "B"  
DESCRIPTION  
Slope Easement on Lot 73**

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

All that portion of Lot 73, Glenbrook Subdivision Unit 2-B, filed for record on May 26, 1978, Document no. 21216, more particularly described as follows:

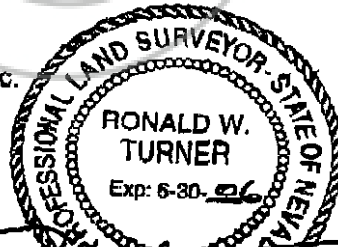
Beginning at a point on the Westerly line of said lot 73 which bears North 27°14'43" East 63.64 feet from the Southwest corner of Lot 73;  
thence North 27°14'43" East 15.44 feet;  
thence South 14°09'55" East 16.92 feet;  
thence North 61°36'53" East 14.89 feet;  
thence South 09°18'24" West 38.58 feet;  
thence South 00°33'43" West 21.41 feet;  
thence South 30°53'58" East 24.13 feet;  
thence South 64°56'16" West 9.07 feet;  
thence along a curve concave to the Northeast with a radius of 615 feet, a central angle of 0°47'51", and an arc length of 8.56 feet;  
thence North 26°28'30" West 19.26 feet;  
thence North 09°42'59" West 18.66 feet;  
thence North 00°01'20" West 18.13 feet;  
thence North 04°09'27" West 16.75 feet;  
thence North 13°21'50" West 5.71 feet to the Point of Beginning.

Containing 1,388 square feet, more or less.

The Basis of Bearing for this description is the above referenced Glenbrook Subdivision.

Note: Refer this description to your title company before incorporating into any legal document.

Prepared by: Turner & Associates, Inc.  
Land Surveying  
P.O. Box 5067  
Stateline, NV 89449



BK- 0608  
PG- 2939

0724904 Page: 13 Of 17 06/12/2008



PROMISSORY NOTE

Exh. b + c

\$1,500,000.00

Bozeman, Montana

June 10, 2008

FOR VALUE RECEIVED, the undersigned (collectively, the "Maker"), promises to pay to the order of **GROVE PROPERTY FUND LLC**, a Delaware limited liability company having an address at c/o Grove Capital LLC, 95 Glastonbury Boulevard, Suite 214, Glastonbury, Connecticut 06033 ("Payee"), at the above address or at such other place as Payee may from time to time designate in writing, the principal sum of ONE MILLION FIVE HUNDRED THOUSAND and 00/DOLLARS (\$1,500,000.00), (the "Principal Amount"), together with (i) interest at the rate and in the manner hereinafter provided; (ii) any costs and expenses, including reasonable attorneys', incurred in the collection of this Note or in any litigation or controversy arising from or connected with this Note or in foreclosing any mortgage securing this Note or in sustaining the lien and priority of any such mortgage; and (iii) all taxes or duties assessed upon said sum against Payee, upon the debt evidenced hereby. All amounts owing under this Note and interest thereon shall be payable in legal tender of the United States of America.

1. Interest Rate.

(a) This Note shall bear interest at an annual rate of ten percent (10%).

2. Repayment.

(a) Monthly payments of interest shall be due and payable in arrears, on the earlier of (i) the closing date of the purchase and sale of that certain property located at 35 East Main Street in Bozeman, Montana pursuant to the terms and conditions of that certain Purchase and Sale Agreement made as of the date hereof by and among Jon L. Edwards And Suzanne S. Edwards, Trustees Of The Jon And Suzanne Edwards Family Trust Dated May 2, 2002, Schnee's Inc. and Grove Capital LLC (the "Purchase and Sale Agreement"); and (ii) the date thirty (30) days after the date of termination of the Purchase and Sale Agreement by the purchaser thereunder, and continuing on the first day of each and every month thereafter during the term of this Note. If not sooner paid or demanded as provided below, the outstanding Principal Amount, together with all interest accrued thereon, shall be due and payable in full on June 1, 2009 (the "Maturity Date"). Interest on the Principal Amount shall be payable at the rate and in the manner as provided herein until all of said Principal Amount has been fully paid, whether before or after the Maturity Date, by acceleration or otherwise, and whether or not any judgment is obtained hereon

(b) On the closing date of the Purchase and Sale Agreement, if applicable, a principal amount payment of SEVEN HUNDRED THOUSAND and 00/DOLLARS (\$700,000.00) shall be due and payable.

(c) Payments made under this Note shall be applied in the following order: first, to any late charges to which Maker shall become subject to under this Note, second, to interest due on this Note, and third, to the Principal Amount.



(d) Whenever any payment hereunder shall be stated to be due on a day other than a "business day" (a day on which banks are open for business in Bozeman, Montana), such payment shall be made on the next succeeding business day, and such extension of time shall, in such case, be included in the computation of the amount of interest to be paid, unless such extension would cause such payment to be payable in the next following calendar month, in which case such payment shall be made on the next preceding business day.

### 3. Prepayment.

This Note may be prepaid by Maker, in whole or in part, without penalty or premium.

### 4. Late Charge.

In the event that Payee has not received any payment of interest within ten (10) days after such payment is due, or has not received any installment of interest, or payment with respect to any other payment due under this Note, within ten (10) days after such installment or payment is due, Maker shall pay a late charge of five percent (5%) of such amount due.

### 5. Default: Remedies.

(a) Upon default in the payment of any installment of principal and/or interest under this Note, or any other monies due hereunder, for a period of ten (10) days after the same shall be due and payable; or upon default for a period of ten (10) days in the payment of any taxes, municipal assessments or insurance premiums upon the premises mortgaged as security for this Note; or upon default in the performance of any further covenants and agreements of the mortgagor contained in the mortgage securing this Note; or should the owner of the mortgaged premises sell or otherwise convey or transfer ownership of all or part of the mortgaged premises or be deprived of either title or possession or control thereof by process or operation of law or order of court; or should a petition be filed or an action commenced by or against any maker of this note under the federal Bankruptcy Code or any similar law relating to bankruptcy, insolvency or relief of debtors; or if any foreclosure proceeding shall be instituted on any lien or mortgage of any kind affecting the mortgaged premises; or should a judgment lien, execution or similar process be levied against the mortgaged premises and be not released or otherwise vacated for a period of sixty (60) days, then and in every such event, the unpaid balance of this Note shall, at the option of the holder hereof, become and payable on demand.

(b) After the Maturity Date, this Note shall bear interest, at Payee's option, to a rate which is equal to twelve percent (12%) per annum. Failure to exercise this option shall not constitute a waiver of the right to exercise the same at a later date.

### 6. Additional Terms.

(a) Maker and each and every endorser, guarantor and surety of this Note, and each other person who may become liable for all or any part of this obligation, do hereby waive demand, presentment for payment, protest, notice of protest, notice of dishonor, diligence in collection, notice of nonpayment of this Note and any and all notices of a like nature, and do hereby consent to any number of renewals or extensions of the time of payment hereof, and agree that any such renewals, extensions or advances may be made without notice to any of said parties and without



affecting their liability hereon and further consent to the release of any part or parts of the security for the payment hereof and to the release of any party or parties liable hereon, all without affecting the liability of the other persons, firms or corporations liable for the payment of this Note.

(b) This Note shall be governed by and construed in accordance with the laws of the State of Montana. This Note shall bind the heirs, executors, administrators, personal representatives, successors and assigns of Maker and all endorsers hereto, and shall inure to the benefit of Payee and its successors and assigns. This Note may not be changed or terminated orally, but only by an agreement in writing signed by the party against whom enforcement of any such change or termination is sought.

(c) In the event that any one or more of the provisions of this Note shall for any reason be held to be invalid, illegal or unenforceable, in whole or in part, or in any respect, or in the event that any one or more of the provisions of this Note shall operate, or would prospectively operate, to invalidate this Note, then, and in any such event, such provision or provisions only shall be deemed to be null and void and of no force or effect and shall not affect any other provisions of this Note, and the remaining provisions of this Note shall remain operative and in full force and effect, shall be valid, legal and enforceable, and shall in no way be affected, prejudiced or disturbed thereby.

(d) If this Note is now, or hereafter shall be, signed by more than one person, it shall be the joint and several obligation of all such persons (including, without limitation, all makers, endorsers, guarantors and sureties, if any) and shall be binding on all such persons and their respective heirs, executors, administrators, legal representatives, successors and assigns. This Note and all covenants, agreements and provisions set forth in this Note shall inure to the benefit of Payee and its successors and assigns.

(e) As used in this Note, words of any gender shall be deemed to apply equally to any other gender, the plural shall include the singular and the singular shall include the plural (as the context shall require), and the word 'person' shall refer to individuals, entities, authorities and other natural and juridical persons of every type.]

**Prejudgment Remedy Waiver.** MAKER AND EACH ENDORSER, GUARANTOR AND SURETY OF THIS NOTE, AND EACH OTHER PERSON LIABLE OR WHO SHALL BECOME LIABLE FOR ALL OR ANY PART OF THE INDEBTEDNESS EVIDENCED BY THIS NOTE, HEREBY ACKNOWLEDGE THAT THE TRANSACTION OF WHICH THIS NOTE IS A PART IS A COMMERCIAL TRANSACTION, AND TO THE EXTENT ALLOWED UNDER APPLICABLE LAW, HEREBY WAIVE THEIR RIGHT TO NOTICE AND HEARING WITH RESPECT TO ANY PREJUDGMENT REMEDY WHICH PAYEE OR ITS SUCCESSORS OR ASSIGNS MAY DESIRE TO USE.

**Jury Trial Waiver.** MAKER HEREBY WAIVES TRIAL BY JURY IN ANY COURT AND IN ANY SUIT, ACTION OR PROCEEDING ON ANY MATTER ARISING IN CONNECTION WITH OR IN ANY WAY RELATED TO THE FINANCING TRANSACTIONS OF WHICH THIS NOTE IS A PART AND/OR THE ENFORCEMENT OF ANY OF HOLDER'S RIGHTS AND REMEDIES. MAKER ACKNOWLEDGES THAT MAKER MAKES THIS WAIVER KNOWINGLY, VOLUNTARILY AND ONLY AFTER EXTENSIVE CONSIDERATION OF THE RAMIFICATIONS OF THIS WAIVER WITH MAKER'S ATTORNEYS. NO PARTY TO THIS NOTE HAS AGREED WITH OR

REPRESENTED TO ANY OTHER PARTY HERETO THAT THE PROVISIONS OF THIS PARAGRAPH WILL NOT BE FULLY ENFORCED IN ALL INSTANCES.

MAKER:  
E-NEVA, LLC

By: [Signature]  
Jon L. Edwards, A Manager

By: [Signature]  
Suzanne S. Edwards, A Manager

JON L. EDWARDS AND SUZANNE S. EDWARDS, TRUSTEES OF THE JON AND SUZANNE EDWARDS FAMILY TRUST DATED MAY 2, 2002

By: [Signature]  
Jon L. Edwards, Trustee of the Jon and Suzanne Edwards Family Trust dated May 2, 2002

By: [Signature]  
Suzanne S. Edwards, Trustee of the Jon and Suzanne Edwards Family Trust dated May 2, 2002

[Signature]  
Jon L. Edwards, Individually

This note is secured by deeds of trust on the following properties in Nevada: (i) Lots 1-4 Gardnerville; (ii) Lot 8, Glenbrook; and (iii) Lot 73, Unit 2, Glenbrook.