

A.P.N. #	1419-26-411-017
R.P.T.T.	\$3,237.00
Escrow No.	1009410TA
Recording Requested By:	
Mail Tax Statements To:	Same as below
When Recorded Mail To:	
Mr. and Mrs. Bennett	
P.O. Box 991	
Genoa, NV 89411	



GRANT, BARGAIN, SALE DEED

FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, **GENOA DEVELOPER ASSOCIATES, LLC**, a Nevada limited liability company (Grantor) does hereby Grant, Bargain Sell and Convey to **Robert E. Bennett and Kathleen H. Bennett, husband and wife as joint tenants (Grantee)** and to the heirs and assigns of such Grantee forever, all that real property situated in the County of Douglas, State of Nevada, bounded and described as follows:

See Exhibit "A" attached hereto and by reference made a part hereof

[Subject to Covenants, Conditions and Restrictions as shown in EXHIBIT B]

TOGETHER with the tenements, hereditaments and appurtenances, including easements and water rights, if any, thereto belonging or appertaining, and any reversions, remainders, rents, issues or profits thereof.

RESERVING, HOWEVER, unto Grantor, a first right to purchase the Property as follows ("First Right"):

(a) If, at any time during the First Right Period (below defined), Grantee decides to sell the Property, then before placing the Property on the market for sale or accepting an offer to purchase the Property from a buyer ("Offeror"), Grantee shall give written notice to Grantor of its intention to sell the Property ("Grantee's Notice"). Within ten (10) business days following delivery of Grantee's Notice to Grantor, Grantor shall give Grantee written notice of Grantor's election to exercise or not to exercise Grantor's right to purchase the Property ("Grantor's Notice").

(b) If Grantor elects not to exercise its right to purchase the Property, then Grantee may place the Property on the market for sale or accept an offer to purchase the Property from an Offeror. If Grantor elects to exercise its right to purchase the Property, then Grantor, in its own name or in the name of a nominee, shall purchase the Property from Grantee, and Grantee shall sell the Property to Grantor (or Grantor's nominee), and the parties shall, within ten (10) business days of Grantor's Notice, execute a purchase and sale agreement for the Property containing substantially similar provisions to the Purchase and Sale Agreement and Escrow Instructions between Grantor and Grantee, dated as of **June 17, 2008** (the "Purchase Agreement"), except the purchase price for the Property shall be an amount equal to (i) the Purchase Price for the Property as defined in Paragraph 1 of the Purchase Agreement, plus (ii) the actual closing costs paid by the Grantee pursuant to Paragraph 13 or the Purchase Agreement, plus (iii) at the annual rate of three percent (3%) compounded on each anniversary date of the Purchase Grantor's Notice. If, in Grantee's Notice, Grantee provides Grantor a reasonably detailed explanation for Grantee's decision to sell the Property during the First Right Period (e.g., job transfer, financial hardship, etc.), and such explanation is acceptable to Grantor in Grantor's reasonable discretion, then Grantor will not exercise its right to purchase the Property from Grantee, and Grantee may place the Property on the market for sale or accept an offer to purchase the Property

from an Offeror.


(c) If any sale of the Property to an Offeror should fail to close, the First Right shall remain in full force and effect.

The First Right shall be effective as of 7/25/2008 and shall terminate and be deemed extinguished for all purposes, automatically and without any further action by Grantor or Grantee, as of the 7/25/2010 ("First Right Period").

COPY



GENOA DEVELOPER ASSOCIATES, LLC,
a Nevada limited liability company
By: MDG NV BUILDERS, LLC,
a Nevada limited liability company
Its: Manager
By: MONTAHENO INVESTMENT, LLC
a Nevada limited liability company
Its: Manager

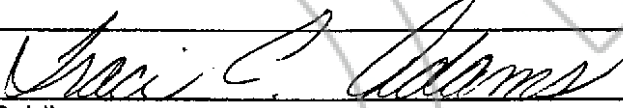
By: 
CHIP L. BOWLBY
Its: Manager

State of Nevada }
County of Douglas } ss.

This instrument was acknowledged before
me on

6/30/08

By: CHIP L. BOWLBY as Manager of MONTAHENO INVESTMENT, LLC, a Nevada
limited liability company, as Manager of MDG NV BUILDERS, LLC, a Nevada limited
liability company, as Manager of GENOA DEVELOPER ASSOCIATES, LLC, a Nevada
limited liability company

Signature: 
Notary Public

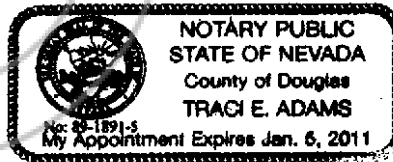


EXHIBIT "A"

Lot 12 in Block B as set out on the Final Subdivision Map, a Planned Unit Development, 05-001 for MONTANA Phase 2A and 2B, filed in the office of the Douglas County Recorder on December 12, 2006 in Book 1206, at Page 3576, as Document No. 690467.

ASSESSOR'S PARCEL NO. 1419-26-411-017

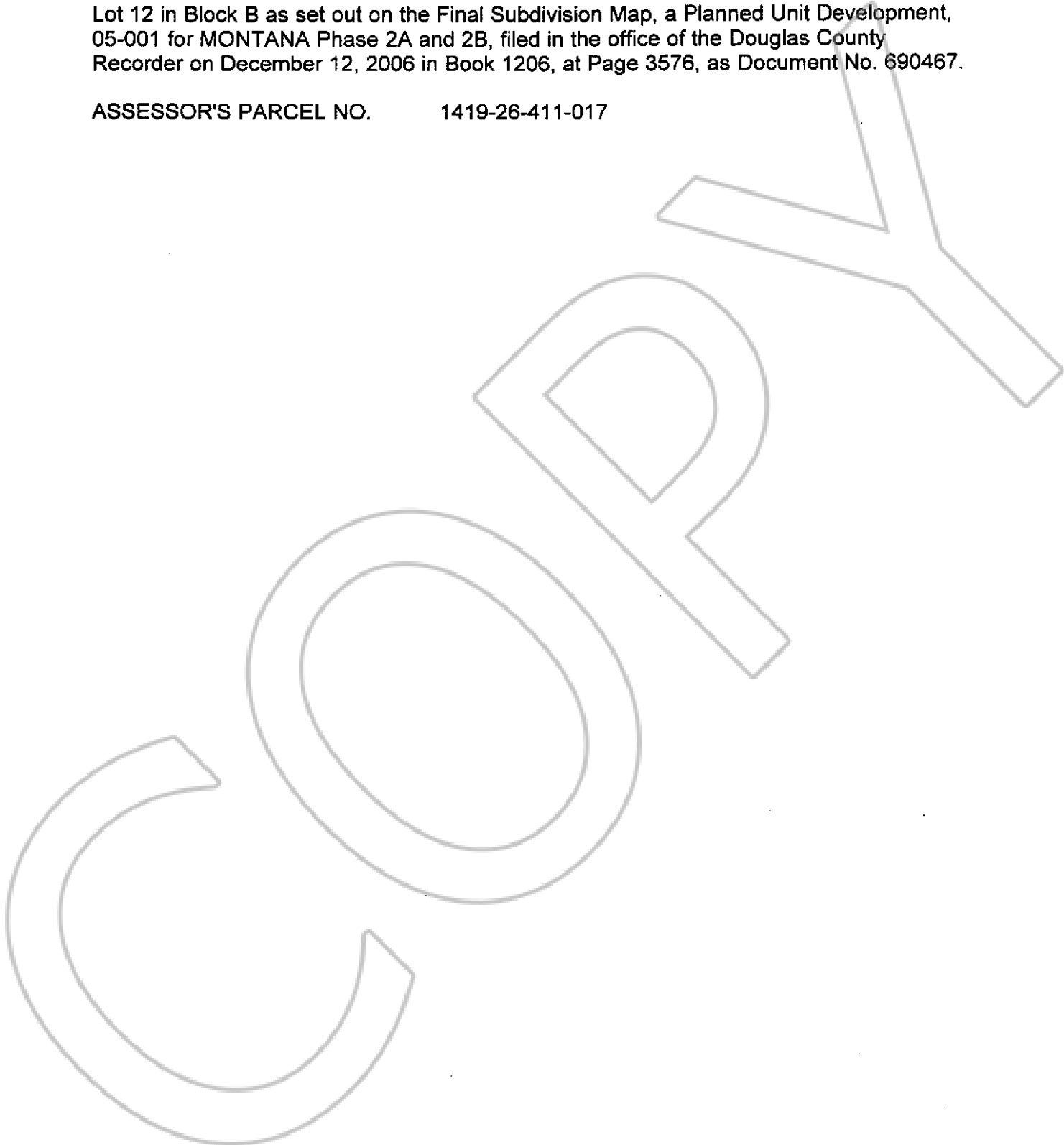


EXHIBIT "B"

SUBJECT TO Covenants, Conditions and Restrictions of Record recorded February 13, 2004 as Document No. 0604581; and First amendment to Declaration of Covenants, Conditions and Restrictions for Canyon Creek Meadows which recorded August 12, 2004 as Document No. 0621294; and Second Amendment to Declaration of Covenants, Conditions and Restrictions for Montana at Genoa Lakes Golf Resort which recorded February 28, 2006 as Document No. 668801, Official Records of Douglas County, Nevada.

COOPY

