

DOC # 756958
01/11/2010 01:23PM Deputy: SD
OFFICIAL RECORD
Requested By:
STEWART TITLE - DOUGLAS
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 25 Fee: 38.00
BK-110 PG-1720 RPTT: 0.00



APN 1320-29-401-009, 1320-29-301-002
and 1320-30-803-004

Recording Requested By:

STEWART TITLE OF NV
1886 COLLEGE PARKWAY
CARSON CITY, NV 89706

1019139DR

DEED OF TRUST SECURITY AGREEMENT AND
FINANCING STMT (Title of Document)

*THIS DEED OF TRUST IS BEING RE-RECORDED TO ADD CORRECTED LEGAL
EXHIBIT B ATTACHED HERETO AND MADE A PART HEREOF.

This page added to provide additional information required by NRS 111.312 Sections 1-2.
(Additional recording fee applies)

This cover page must be typed.



756958 Page: 2 of 25 01/11/2010

BK-110
PG-1721

DOC # 756539
01/04/2010 09:17AM Deputy: SD

OFFICIAL RECORD

Requested By:

STEWART TITLE - DOUGLAS

Douglas County - NV

Karen Ellison - Recorder

Page: 1 of 21 Fee: 34.00

BK-110 PG-112 RPTT: 0.00



APN: 1320-29-401-009; 1320-29-301-002; and
1320-30-803-004

WHEN RECORDED MAIL TO:

Name: Lewis and Roca LLP
Address: 50 West Liberty Street, Suite 410
City/St/Zip: Reno, Nevada 89501
ATT: Sean McGuinness

MAIL TAX STATEMENT TO:

G Peg II, LLC
5650 South Carson Street
Carson City, Nevada 89701

1019139DR

**DEED OF TRUST, SECURITY AGREEMENT, AND FINANCING STATEMENT
(FIXTURE FILING)**

THIS DEED OF TRUST, SECURITY AGREEMENT, AND FINANCING STATEMENT (FIXTURE FILING) ("Deed of Trust") is made this 4th day of January, 2010, by and among G Peg I, LLC, G Peg II, LLC, each a Nevada limited liability company, collectively, as GRANTOR, whose street address is 5650 South Carson Street, Carson City, Nevada 89701, CARSON VALLEY INN, INC., a Nevada corporation, CARSON VALLEY MARKET, a Nevada general partnership and MULREANY ASSOCIATES, LLC, a Nevada limited liability company, collectively, as BENEFICIARY, and together with any successor or assignee of such beneficiary, whose street address is 51 Miller Ridge Road, Wellington, Nevada 89444, and STEWART TITLE COMPANY, TRUSTEE, whose street address is 1886 E. College Parkway, Carson City, Nevada 89706.

RECITALS

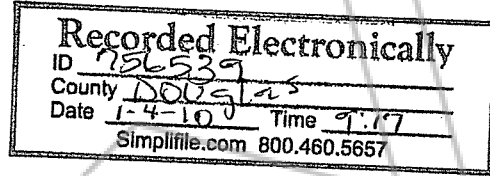
A. Grantor's predecessor in interest, Pegram III, LLC, a Nevada limited liability company ("Pegram III"), and Beneficiary, entered into that certain Asset Purchase Agreement dated as of May 28, 2009 ("Purchase Agreement"), whereby Pegram III agreed to purchase from Beneficiary certain Assets, as defined in the Purchase Agreement, for the Purchase Price, as defined in the Purchase Agreement. On December 18, 2009, Pegram III assigned its rights under the Purchase Agreement to Grantor and G Peg III, LLC, a Nevada limited liability company



APN: 1320-29-401-009; 1320-29-301-002; and
1320-30-803-004

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company (collectively, the G Peg Companies"). At Closing of the Purchase Agreement, G Peg II, LLC was vested with fee simple title to the Collateral (as defined below), except for the personal property, which was conveyed to G Peg I, LLC.

B. Pursuant to the Purchase Agreement, G Peg Companies agreed to pay a portion of the Purchase Price by delivering to Beneficiary at Closing, as defined in the Purchase Agreement, that certain promissory note of even date herewith made by G Peg Companies for the benefit of Beneficiary in the principal amount of Three Million and 00/100 Dollars (\$3,000,000.00), with interest thereon ("Note," which shall also include all renewals, modifications or extensions thereof), which Note, including the interest earned thereon, is secured by this Deed of Trust.

NOW, THEREFORE, in consideration of Beneficiary's acceptance of the Note in lieu of full payment of the Purchase Price at Closing, as defined in the Purchase Agreement, and other good and valuable consideration given by Beneficiary to Grantor, the receipt and sufficiency of which are hereby acknowledged by Grantor, at all times until the Note is paid in full together with all interest accrued thereon and Grantor has satisfied all of its obligations thereunder and all of the obligations have been fully performed (collectively, "Obligations"), Grantor hereby acts, and covenants, promises and agrees with Trustee and Beneficiary, as follows:

CONVEYANCE AND GRANT. For valuable consideration, Grantor, to secure the payment and performance of the Note and the Obligations, hereby grants, bargains, sells, conveys, warrants, assigns and transfers to Trustee, in trust with power of sale, all of the following described real property in Douglas County, Nevada:

real property commonly known as:
1621 Highway 395 North
1641 Highway 395 North
Minden, Nevada 89423;

the tax identification numbers are: 1320-29-401-009; 1320-29-301-002; and 1320-30-803-004;

the complete legal description for the real property is attached hereto as Exhibit A and incorporated herein;

which real property is not used principally for agricultural or farming purposes, together with all the improvements, buildings, structures, easements, rights of way, privileges, ways, water rights, mineral rights, development rights, tenements, hereditaments, and appurtenances now or hereafter belonging or in any way appertaining, to the foregoing described real property (collectively, "Real Property").



TOGETHER WITH all of Grantor's right, title and interest in and to all fixtures, furniture and furnishings, wherever situated, which are or are to be used in connection with, or appropriated for use on the Real Property; together with all replacements and proceeds thereof, and additions and accessions to, any of the foregoing ("Fixtures"). The Real Property and all other property described above, including, without limitation, the Fixtures, are sometimes hereinafter referred to collectively as the "Collateral."

TO HAVE AND TO HOLD the Collateral unto Trustee, its successors and assigns, forever.

IN TRUST HOWEVER, for the purpose of securing a first priority interest for the repayment in full and the performance of the Note and the Obligations, in accordance with their respective terms.

GRANT OF SECURITY INTEREST AND ASSIGNMENT. To the extent any element or portions of the Collateral, including the Fixtures, constitutes personal property, Grantor, as debtor, grants to Beneficiary, as secured party, a security interest therein and any products or proceeds thereof, pursuant to Article 9 of the Uniform Commercial Code as adopted and in effect in the State of Nevada (the "UCC") on the terms and conditions contained herein, to secure payment and performance of the Note and the Obligations. Beneficiary hereby assigns such security interest to Trustee, in trust, for the benefit of Beneficiary to be dealt with as a portion of the Collateral pursuant to this Deed of Trust.

This Deed of Trust creates a security interest in the Fixtures, Collateral, and all other property described in this Deed of Trust, whether now owned or hereafter acquired by Grantor, and shall constitute a Security Agreement under Article 9 of the UCC. Beneficiary is hereby authorized to file such financing statements as may, in Beneficiary's judgment, be required or advisable to perfect the security of Beneficiary in such Collateral and Fixtures and to maintain the effectiveness of such perfection and, if required, Grantor shall execute any such statements and such other documents as Beneficiary may reasonably require to perfect its security interest.

FIXTURE FILING. From the date of its recording, this Deed of Trust shall be effective as a financing statement filed as a fixture filing with respect to all the Fixtures. For this purpose, the following information is set forth:

(a) Exact Legal Name and Address of Grantor, as debtor:

G PEG I, LLC, a Nevada limited liability company
Address: as set forth above.



G PEG II, LLC, a Nevada limited liability company
Address: as set forth above.

(b) Name and Address of Beneficiary, as secured party:

CARSON VALLEY INN, INC., a Nevada corporation, CARSON VALLEY MARKET, a Nevada general partnership, and MULREANY ASSOCIATES, LLC, a Nevada limited liability company
Address: as set forth above.

(c) G Peg I, LLC's organizational identification number is E0330702009-6; and G Peg II, LLC's organizational number is E0330732009-9.

(d) This Deed of Trust covers goods which are or are to become fixtures related to the real property described in this Deed of Trust. This document is to be filed in the real estate records. Grantor is the record owner of the real property described in this Deed of Trust.

THIS DEED OF TRUST IS FOR THE PURPOSE OF SECURING THE FOLLOWING:

(a) Payment of the sum of THREE MILLION AND NO/100 DOLLARS (\$3,000,000.00), with interest thereon, according to the terms of the Note. The Note, this Deed of Trust, and such other documents are hereafter collectively referred to as the "Loan Documents."

(b) Performance of the Obligations and of each agreement, term and condition set forth or incorporated by reference in the Loan Documents.

REPRESENTATIONS AND WARRANTIES: Grantor represents and warrants to Beneficiary as follows:

1. Grantor has full power and authority to grant the Collateral to Trustee and warrants the Collateral to be free and clear of all liens, charges, and other encumbrances except for matters of record on the date hereof.
2. None of the Collateral is used principally or at all for agricultural or farming purposes.
3. The Collateral is free from damage and no matter has come to Grantors' attention that would materially impair the value of the Real Property or of the Collateral as security.



4. The Note secured by this Deed of Trust is primarily for commercial, industrial or business purposes and is not primarily for personal, family or household purposes.

COVENANTS: Grantor covenants and agrees with respect to Beneficiary as follows:

1. To keep the Collateral in good condition and repair; to permit no waste of the Collateral; including permitting no hazardous waste or environmental damage of any kind on the Real Property, and to promptly notify Beneficiary of the occurrence of any of the same; to complete any building, structure, or improvement being built or about to be built on the Collateral; to restore promptly any building, structure, or improvement on the Collateral which may be damaged or destroyed; and to comply with all laws, ordinances, regulations, covenants, conditions, and restrictions affecting the Collateral.

2. To pay before delinquent all lawful taxes and assessments upon the Collateral; to keep the Collateral free and clear of all other charges, liens, or encumbrances impairing the security of this Deed of Trust. No other lien may be placed on the Collateral unless Beneficiary has provided Grantor with Beneficiary's prior written consent to such other lien, and provided that any such other lien, at all times, is junior and subordinate to the lien created by this Deed of Trust, and should any such other lien, at any time, cease to be junior and subordinate to the lien created by this Deed of Trust, a default shall occur hereunder, and Beneficiary may immediately declare all sums, with accrued interest thereon, secured by this Deed of Trust immediately due and payable without any further notice thereof, in addition to any other rights or remedies available to Beneficiary at law or in equity. Beneficiary hereby agrees that its consent provided for herein shall not be unreasonably withheld or delayed.

3. To keep all buildings now or hereafter erected on the Collateral continuously insured against loss by fire or other hazards in an amount not less than the total debt secured by this Deed of Trust. All policies shall be held by the Beneficiary, and be in such companies as the Beneficiary may approve and have loss payable first to the Beneficiary, as its interest may appear, and then to the Grantor. The amount collected under any insurance policy may be applied upon any indebtedness secured by this Deed of Trust in such order as the Beneficiary shall determine. Such application by the Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of the Grantor in insurance policies then in force shall pass to the purchaser at the foreclosure sale.

4. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses, including cost of title search and attorney's fees in a reasonable amount, in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

5. To pay all costs, fees, and expenses in connection with this Deed of Trust, including the



the expenses of the Trustee incurred in enforcing the obligation secured by this Deed of Trust and Trustee's and attorney's fees actually incurred, as provided by statute.

6. That, in the event Grantor fails to pay when due any taxes, assessments, insurance premiums, liens, encumbrances, or other charges against the Collateral, Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the Note secured by this Deed of Trust, shall be added to and become a part of the debt secured in this Deed of Trust.

7. The Collateral may not be sold (by conveyance, contract to sell or otherwise), assigned, transferred or encumbered without the Beneficiary's consent; upon breach of this provision, in addition to any other remedies provided in the Note or Loan Documents, Beneficiary may declare all sums due under the Note and this Deed of Trust immediately due and payable.

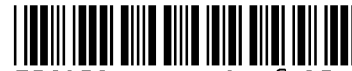
8. In the event any portion of the Collateral is taken or damaged in an eminent domain proceeding or by casualty or acts of God, the entire amount of the award or such portion as may be necessary to fully satisfy the obligation secured by this Deed of Trust shall be paid to Beneficiary to be applied to said obligation.

9. By accepting payment of any sum secured by this Deed of Trust after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.

10. The Trustee shall reconvey all or any part of the Collateral covered by this Deed of Trust to the person entitled thereto, on written request of the Grantor and the Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.

11. Upon an uncured default by Grantor in the payment of any indebtedness secured by this Deed of Trust or in the performance of any agreement contained in this Deed of Trust, all sums secured by this Deed of Trust shall immediately become due and payable at the option of the Beneficiary. In such event and upon written request of Beneficiary, Trustee shall sell the trust property, in accordance with the applicable laws of the State of Nevada.

12. In accordance with the applicable laws of the State of Nevada, Trustee shall deliver to the purchaser at the trustee's sale its deed, without warranty, which shall convey to the purchaser all right, title and interest in the real and personal property which Grantor had or had the power to convey at the time of the execution of this Deed of Trust, and such as Grantor may have acquired thereafter. Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide



thereof in favor of bona fide purchaser and encumbrancers for value.

13. The power of sale conferred by this Deed of Trust and by the laws of the State of Nevada are not an exclusive remedy; Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage, and, upon Grantor's default hereunder or under any Loan Document, Grantor may exercise any right or remedy at law or in equity.

14. In the event of the absence, death, incapacity, disability, or resignation of Trustee, or at the discretion of the Beneficiary, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original trustee. The trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of an action or proceeding in which Grantor, Trustee, or Beneficiary shall be a party.

15. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their successors and assigns. The term Beneficiary shall mean the holder and owner of the Note secured hereby, whether or not named as Beneficiary herein.

16. This Deed of Trust shall be deemed a security agreement, as defined in the Uniform Commercial Code as adopted and amended by the State of Nevada. The remedies for any violation of the covenants, terms and conditions of the agreements contained herein shall be as prescribed (i) herein, or (ii) by general law, or (iii) by the specific statutory consequences now or hereafter enacted, and specified in the Uniform Commercial Code as enacted by the State of Nevada, all at Beneficiary's sole election.

17. As further security for the payment of all indebtedness and performance of all obligations secured hereby, Grantor irrevocably and absolutely assigns to Beneficiary, the rents derived from the Collateral, together with all future leases, and any and all extensions, renewals and replacements hereof. However, as long as no default shall exist in any obligation secured hereby, Grantor may collect assigned rents as the same shall fall due. All rents receivable from or in respect to the Collateral which Grantor shall be permitted to collect hereunder shall be received by it in trust to pay the usual and reasonable operating expenses of, and the taxes upon, the Collateral and the payment of all sums secured hereby. Upon the occurrence of any uncured default in payment of any indebtedness or performance of any obligation secured hereby, all rights of the Grantor to collect and receive rents shall wholly and immediately terminate without notice, and Beneficiary shall thereafter have the absolute right to all such rents until such default is cured. In addition to, and not in limitation of the foregoing, Beneficiary shall have the right to petition the Court of appropriate jurisdiction for the appointment of a receiver of the rents and shall have in addition to the rights and powers customarily given to and exercised by such receiver, the right to enter upon and take possession of the Collateral and manage the same with



possession of the Collateral and manage the same with all rights and options in regard thereto available to Grantor. Grantor expressly waives the posting of bond by such receiver.

18. In the event of the death, incapacity, disability or resignation of Trustee, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the real property records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original trustee. The Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

19. Grantor will not cause or permit any change of more than 50% of the beneficial ownership or voting interest in Grantor, or agree to do any of the foregoing, without first repaying the Note in full.

20. Grantor hereby expressly waives diligence, demand, presentment, protest and notice of every kind and nature whatsoever (unless as otherwise required under this Deed of Trust) and waives any right to require Beneficiary to enforce any remedy against any endorser or other person whatsoever prior to the exercise of its rights and remedies hereunder or otherwise. To the extent permitted by applicable law, Grantor waives any right to require Beneficiary to (i) proceed or exhaust any collateral security given or held by Beneficiary in connection with the Note or the Obligations or (ii) pursue any other remedy in Beneficiary's power whatsoever.

21. Except to the extent resulting from Beneficiary's acts or omissions occurring prior to the date hereof, and except to the extent resulting from Beneficiary's gross negligence or willful misconduct, Grantor shall indemnify, defend, and hold Beneficiary harmless from and against any and all environmental claims that are asserted at any time against Beneficiary or the Real Property or Collateral, and any and all losses, liabilities, damages, expenses (including reasonable attorneys' fees and disbursements), that Beneficiary suffers or incurs as a result of any such environmental claim or the assertion of any such environmental claim. The foregoing indemnity shall apply if the claim, loss, liability, damage or expense arises out of the negligence or strict liability of Beneficiary or any of its agents, contractors or employees. The provisions of this section 21 shall survive the payment and performance of the Note and the Obligations and the release and satisfaction of this Deed of Trust for a period of fourteen (14) months.

22. That if, during the existence of the trust, there be commenced or pending any suit or action affecting the Real Property or Collateral, or any part thereof, or the title thereto, or if any adverse claim for or against the Real Property or Collateral, or any part thereof, be made or asserted, the Trustee or Beneficiary may appear or intervene in the suit or action and retain counsel therein and defend same, or otherwise take such action therein as they may be advised, and Trustee or Beneficiary may settle or compromise same or the adverse claim, provided that



provided that such settlement or compromise has terms that are mutually agreeable to Beneficiary and to Grantor; and in that behalf and for any of the purposes may pay and expend such sums of money as the Trustee or Beneficiary may deem to be necessary.

23. The following covenants, Nos. 1, 2 (full replacement value), 4 (default rate under Note), 5, 6, 7 (a reasonable percentage), 8 and 9 of NRS 107.030 are hereby adopted and made a part of this Deed of Trust and shall prevail if the express terms of this Deed of Trust are inconsistent with any such Covenants.

24. No provision of this Deed of Trust shall be changed, altered, modified or released except by an agreement in writing signed by Grantor and Beneficiary. No compliance with or failure to comply with any provision of this Deed of Trust shall be waived or excused except by a written instrument executed by Beneficiary.

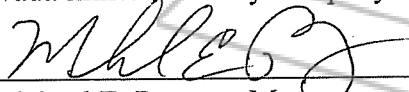
SIGNATURE PAGE FOLLOWS



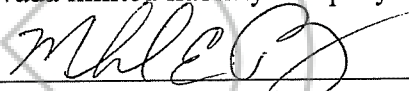
IN WITNESS WHEREOF, this Deed of Trust has been executed as of the day and year first above written.

GRANTOR:

G Peg II, LLC,
a Nevada limited liability company

By: 
Michael E. Pegram, Manager

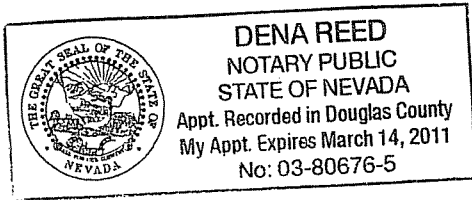
G Peg I, LLC,
a Nevada limited liability company

By: 
Michael E. Pegram, Manager



STATE OF NEVADA)
) ss.
COUNTY OF Douglas

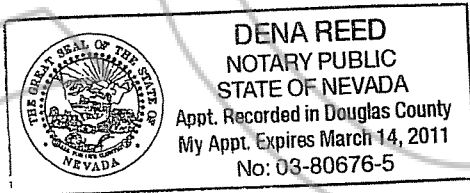
This instrument was acknowledged before me on 12-31, 2009 by Michael E. Pegram as Manager of G Peg II, LLC, a Nevada limited liability company.



Dena Reed
(Signature of Notarial officer)
Escrow Officer
(Title and rank (optional))

STATE OF NEVADA)
) ss.
COUNTY OF Douglas

This instrument was acknowledged before me on 12-31, 2009 by Michael E. Pegram as Manager of G Peg I, LLC, a Nevada limited liability company.



Dena Reed
(Signature of Notarial officer)
Escrow Officer
(Title and rank (optional))



EXHIBIT A
LEGAL DESCRIPTION

Attached

COPY



EXHIBIT A

PARCEL 1 A:

A parcel of land situate in the Town of Minden, Nevada, and being a portion of the Southwest 1/4 of Section 29, Township 13 North, Range 20 East, M.D.B. & M., Douglas County, Nevada, being more particularly described as follows:

BEGINNING at a point lying on the Northerly right-of-way of U.S. Highway 395 being the Southwest corner of a 3.40 acre parcel as shown on the Record of Survey map filed in Book 980, Page 057, Document No. 48058, within the Official Records of Douglas County, Nevada, thence North 26°35'00" East, 120 feet to the POINT OF BEGINNING, thence North 26°35'00" East, 187.77 feet, thence South 63°25'00" East, 585.96 feet, thence South 79°00'00" West, 307.86 feet, thence North 63°25'00" West, 342.00 feet to the TRUE POINT OF BEGINNING.

Together with a parcel of land as deeded to PATRICK A. MULREANY AND JEAN E. MULREANY, in Deed recorded August 17, 1984 as Document No. 105270, more particularly described as follows:

A parcel of land located within a portion of the Southwest 1/4 of Section 29, Township 13 North, Range 20 East, M.D.B. & M., Douglas County, Nevada being further described as Area "B" as shown on the map filed within the Official Records of Douglas County, Nevada as Document No. 86414 and being more particularly described as follows:

Commencing at a point lying at the intersection of the Northerly right-of-way line of U.S. Highway 395 and the Westerly right-of-way line of 8th Street, thence North 26°35'00" East, 154.05 feet along the Westerly right-of-way line of 8th Street, thence North 79°00'00" East, 58.44 feet to the POINT OF BEGINNING, thence North 79°00'00" East, 96.79 feet, thence South 26°35'00" West, 59.04 feet to a point on the Northerly right-of-way line of the 8th Street, thence North 63°25'00" West, 76.70 feet to the TRUE POINT OF BEGINNING.

Excepting therefrom a parcel of land located within a portion of the Southwest 1/4 of Section 29, Township 13 North, Range 20 East, M.D.B. & M., Douglas County, Nevada, being further described as Area "A" as shown on the map filed within the Official Records of Douglas County, Nevada as Document No. 86414 and being more particularly described as follows:

Commencing at a point lying at the intersection of the Northerly right-of-way line of U.S. Highway 395 and the Westerly right-of-way line of 8th Street; thence North 26°35'00" East, 154.05 feet along the Westerly right-of-way line of 8th Street; thence North 79°00'00" East, 155.23 feet to the POINT OF BEGINNING; thence North 26°35'00" East, 59.03 feet; thence South 63°25'00" East, 76.71 feet; thence South 79°00'00" West, 96.80 feet to the TRUE POINT OF BEGINNING.

"IN COMPLIANCE WITH NEVADA REVISED STATUTE 111.312, THE HEREIN ABOVE LEGAL DESCRIPTION WAS TAKEN FROM INSTRUMENT RECORDED OCTOBER 14, 1988, BOOK 1088, PAGE 1677, AS FILE NO. 188510, AND RE-RECORDED ON OCTOBER 26, 1988, BOOK 1088, PAGE 3575, AS FILE NO. 189471, RECORDED IN THE OFFICIAL RECORDS OF DOUGLAS COUNTY, STATE OF NEVADA."

PARCEL 1 B:

Portion A:

A parcel of land situated in the Southwest 1/4 of Section 29 and a portion of the Southeast 1/4 of Section 30, Township 13 North, Range 20 East, M.D.B. & M., Douglas County, Nevada, more particularly described as follows:

Beginning at the Northwest corner of a 2.00 acre more or less parcel as set forth on that certain Record of Survey for Patrick A. and Jean E. Mulreany, filed for record in the Office of the County Recorder of Douglas County, Nevada on the 2nd day of September, 1983, in Book 983 at Page 101, Document No. 86414; said point also bears North 28°02'03" East, a distance of 1,221.56 feet from the section corner common to Sections 29, 30, 31, and 32; thence South 26°35'00" West, a distance of 187.77 feet; thence North 63°25'00" West, a distance of 98.23 feet; thence North

0015





16°53'00" East, a distance of 214.60 feet; thence North 63°25'00" West, a distance of 86.00 feet; thence South 16°53'00" West, a distance of 214.60 feet; thence North 63°25'00" West, a distance of 368.97 feet; thence South 00°03'20" West, a distance of 139.71 feet to the Northeasterly right-of-way line of U.S. Highway 395; thence North 63°25'00" West along the Northeasterly right-of-way line of U.S. Highway 395 a distance of 45.20 feet; thence North 05°41'00" East, a distance of 412.40 feet to the Section line common to Sections 29 and 30; thence North 00°03'20" East along the section line common to Sections 29 and 30, a distance of 57.04 feet; thence South 72°39'07" East, a distance of 449.37 feet; thence South 62°50'16" East, a distance of 265.06 feet; thence South 26°35'00" West, a distance of 192.97 feet, returning to THE TRUE POINT OF BEGINNING.

EXCEPT THEREFROM THE FOLLOWING DESCRIBED PARCELS OF LAND:

EXCEPTING THEREFROM a parcel of land located within a portion of the Southwest 1/4 of Section 29, Township 13 North, Range 20 East, M.D.B. & M., Douglas County, Nevada, described as follows:

Commencing at the Northwest corner of the 2.00 acre more or less parcel as set forth on that certain Record of Survey for Patrick A. and Jean E. Mulreany, that was filed for record in the Office of the County Recorder of Douglas County, Nevada, on September 2, 1983, in Book 983, at Page 101, under Document No. 86414, thence North 26°35'00" East, 192.97 feet; thence North 62°50'16" West, 265.06 feet; thence North 72°39'07" West, 8.06 feet, to the POINT OF BEGINNING; thence continuing North 72°39'07" West, 439.37 feet; thence South 00°16'26" West, 56.63 feet; thence South 05°54'44" West, 412.40 feet to the Northerly right-of-way line of U.S. Highway 395 (Railroad Avenue); thence South 63°25'00" East, 188.00 feet along the Northerly right-of-way line of U.S. Highway 395; thence North 26°35'00" East, 125.00 feet; thence South 63°25'00" East, 75.00 feet; thence North 26°35'00" East, 382.12 feet to the TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM that portion deeded to Mulreany Associates, a Limited Partnership, by instrument recorded April 29, 1985, in Book 485 of Official Records, at page 2305, Douglas County, Nevada, as Document No. 116605, more particularly described as follows:

A parcel of land located in the Southwest 1/4 of the Southwest 1/4 of Section 29, Township 13 North, Range 20 East, M.D.B. & M., situated on the Northerly side of U.S. Highway 395 and West of the Westerly line of 10th Street extended across the highway, in Douglas County, Nevada, more particularly described as follows:

Beginning at the intersection of the Northerly right-of-way line of U.S. Highway 395 and the extension of the Westerly line of 10th Street in Minden, from which the Southeast corner of Section 30, Township 13 North, Range 20 East, M.D.B. & M., bears South 07°20'31" West, 962.14 feet, thence along the highway North 63°25'00" West, 188.00 feet, thence North 05°37'32" East, 133.85 feet, thence South 63°25'00" East, 235.88 feet, thence South 26°35'00" West, 125.00 feet to the TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM that portion that lies within the above described Parcel and was deeded to HENRY SEEMAN, et al, in Deed recorded February 11, 1971, in Book 83, Page 593, Document No. 51865, Official Records of Douglas County, State of Nevada, described as follows:

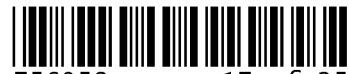
That certain irregular Parcel of land situate, lying and being in the East 1/2 of the Southeast 1/4 of Section 30, Township 13 North, Range 20 East, M.D.B. & M., Westerly of the Town of Minden, in Douglas County, Nevada, more particularly described as follows:

Beginning at the concrete monument which is 30 feet Northeasterly, measured at right angles, from the Surveyed centerline of Nevada State Highway Route 3 (U.S. Highway 395), and along the Northerly extension of the Westerly side of 10th Street of said Town of Minden, said concrete monument further described as being North 07°20' East, a distance of 962.20 feet from the Southeast corner of said Section 30; thence North 63°25' West, along the Northeasterly right-of-way line of said highway a distance of 142.80 feet to the TRUE POINT OF BEGINNING; thence North 63°25' West, along the Northeasterly highway right-of-way line, a distance of 45.20 feet to a point; thence Northerly and Easterly along a fence line a distance of 412.40 feet, more or less, to a point; thence South a distance of 430.60 feet to the POINT OF BEGINNING.

Portion B:

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A parcel of land located within a portion of the Southwest 1/4 of Section 29, Township 13 North, Range 20 East, M.D.B. & M., Douglas County, Nevada, described as follows:

Commencing at the Northwest corner of the 2.00 acre more or less parcel as set forth on that certain Record of Survey for Patrick A. and Jean E. Mulreany, that was filed for record in the Office of the County Recorder of Douglas County, Nevada, on September 2, 1983, in Book 983, at Page 101, as Document No. 86414, thence North 26°35'00" East, 192.97 feet; thence North 62°50'16" West, 265.06 feet; thence North 72°39'07" West, 8.06 feet, to the TRUE POINT OF BEGINNING; thence continuing North 72°39'07" West, 439.37 feet; thence South 00°16'26" West, 56.63 feet; thence South 05°54'44" West, 412.40 feet to the Northerly right-of-way line of U.S. Highway 395 (Railroad Avenue); thence South 63°25'00" East, 188.00 feet along the Northerly right-of-way line of U.S. Highway 395; thence North 26°35'00" East, 125.00 feet; thence South 63°25'00" East, 75.00 feet; thence North 26°35'00" East, 382.12 feet to the POINT OF BEGINNING.

EXCEPTING THEREFROM that portion deeded to Mulreany Associates, a Limited Partnership, by instrument recorded April 29, 1985, in Book 485 of Official Records, at Page 2305, Douglas County, Nevada, as Document No. 116605, more particularly described as follows:

A parcel of land located in the Southwest 1/4 of the Southwest 1/4 of Section 29, Township 13 North, Range 20 East, M.D.B. & M., situated on the Northerly side of U.S. Highway 395 and West of the Westerly line of 10th Street extending across the highway, in Douglas County, Nevada, more particularly described as follows:

Beginning at the intersection of the Northerly right-of-way line of U.S. Highway 395 and the extension of the Westerly line of 10th Street in Minden, from which the Southeast corner of Section 30, Township 13 North, Range 20 East, M.D.B. & M., bears South 07°20'31" West, 962.14 feet, thence along the highway North 63°25'00" West, 188.00 feet, thence North 05°37'32" East, 133.85 feet, thence South 63°25'00" East, 235.88 feet, thence South 26°35'00" West, 125.00 feet to the POINT OF BEGINNING.

EXCEPTING THEREFROM that portion that lies within the above described Parcel and was deeded to HENRY SEEMAN, et al, in Deed recorded February 11, 1971, in Book 83, Page 593, Document No. 51865, Official Records of Douglas County, State of Nevada, described as follows:

That certain irregular Parcel of land situate, lying and being in the East 1/2 of the Southeast 1/4 of Section 30, Township 13 North, Range 20 East, M.D.B. & M., Westerly of the Town of Minden, in Douglas County, Nevada, more particularly described as follows:

Beginning at a concrete monument which is 30 feet Northeasterly, measured at right angles, from the surveyed centerline of Nevada State Highway Route 3 (U.S. Highway 395), and along the Northerly extension of the Westerly side of 10th Street of said Town of Minden, said concrete monument further described as bearing North 07°20' East, a distance of 962.20 feet from the Southeast corner of said Section 30, thence North 63°25' West, along the Northeasterly right-of-way line of said highway a distance of 142.80 feet to the TRUE POINT OF BEGINNING, thence North 63°25' West, along the Northeasterly highway right-of-way line a distance of 45.20 feet to a point near a fence corner, thence Northerly and Easterly along a fence line a distance of 412.40 feet, more or less, to a point, then South a distance of 430.60 feet to the POINT OF BEGINNING.

Portion C:

A parcel of land located within a portion of the Southwest 1/4 of Section 29, Township 13 North, Range 20 East, M.D.B. & M., Douglas County, Nevada, described as follows:

Commencing at the Northwest corner of the 2.000 acre more or less parcel as set forth on that certain Record of Survey for Patrick A. and Jean E. Mulreany, that was filed for record in the Office of the County Recorder of Douglas County, Nevada, on September 2, 1983, in Book 983, at Page 101, as Document No. 86414, thence North 26°35'00" East, 192.97 feet, thence South 63°25'00" East, 720.06 feet, thence South 32°38'00" West, 98.28 feet, thence North 63°25'00" West, 47.70 feet, thence South 26°35'00" West, 36.71 feet, thence South 79°00'00" West, 95.96 feet, thence North 63°25'00" West, 585.96 feet, to the POINT OF BEGINNING.

"IN COMPLIANCE WITH NEVADA REVISED STATUTE 111.312, THE HEREIN ABOVE LEGAL DESCRIPTION





WAS TAKEN FROM INSTRUMENT RECORDED AUGUST 4, 1989, BOOK 889, PAGE 728, AS FILE NO. 208095, RECORDED IN THE OFFICIAL RECORDS OF DOUGLAS COUNTY, STATE OF NEVADA."

PARCEL 1 C:

Being all that certain land or parcel of land lying in the Southwest 1/4 of Section 29, Township 13 North, Range 20 East, M.D.B. & M. on the Northerly side of the Virginia and Truckee Railroad Spur (bearing North 63°25' West), Douglas County, Nevada, and more particularly described by metes and bounds as follows, to wit:

Beginning at a point at the Southeast corner of the parcel 45 feet from the centerline of the said Virginia and Truckee Railroad Spur, said POINT OF BEGINNING being described as bearing North 57°47'40" West, 1,899.13 feet from the Town Monument (No.1) to the Town of Minden, said POINT OF BEGINNING being further described as bearing North 72°33' East, 3,189.40 feet from the 1/4 corner common to Sections 30 and 31, being North 63°25' West parallel to the railroad spur 86.00 feet to a point; thence North 16°53' East, 214.60 feet to a point; thence South 63°25' East, 86.00 to a point on the fence line at the Northeast corner of the parcel thence South 16°53' West along said fence line 214.60 feet to the POINT OF BEGINNING.

"IN COMPLIANCE WITH NEVADA REVISED STATUTE 111.312, THE HEREIN ABOVE LEGAL DESCRIPTION WAS TAKEN FROM INSTRUMENT RECORDED OCTOBER 14, 1988, BOOK 1088, PAGE 1677, AS FILE NO. 188510, AND RE-RECORDED OCTOBER 26, 1988, BOOK 1088, PAGE 3575, AS FILE NO. 189471 RECORDED IN THE OFFICIAL RECORDS OF DOUGLAS COUNTY, STATE OF NEVADA."

PARCEL 1 D:

A parcel of land situate in the Town of Minden, Nevada, and being a portion of the Southwest 1/4 of the Southwest 1/4 of Section 29, Township 13 North, Range 20 East, M.D.B.&M., and being further described as follows:

Commencing at a point in the northerly right-of-way line of Railroad Avenue, more commonly known as U.S. Highway 395, and the intersection of the centerline of Ninth Street, projected; thence along the Northerly right-of-way line of Railroad Avenue, North 63°25'00" West, 57.00 feet to the True Point of Beginning; thence North 26°35'00" East, 120.00 feet, thence parallel to said right-of-way line, South 63°25'00" East, 342 feet; thence North 79°00" East, 55 feet more or less to the intersection of the westerly right-of-way line of Eighth Street as said right-of-way line is described in Deed recorded January 1, 1981, Book 181, Page 508, Document No. 52451, Official Records of Douglas County, State of Nevada; thence along said westerly right-of-way line, South 26°35" West 154.36 feet to the northerly right-of-way line of Railroad Avenue; thence along said right-of-way line North 63°25" West, 385 feet, more or less, to the point of beginning.

Together with all that portion lying and being in the Southwest Quarter of Section 29 T 13 North, R 20 East, M.D.B.&M., described as follows:

Commencing at the intersection of the Northerly right-of-way line of U.S. Highway 395, also known as Railroad Avenue, and the Westerly right-of-way line of Eighth Street, also being the Southeasterly corner of the Mulreany parcel as shown on that certain record of survey for Patrick A. and Jean E. Mulreany, recorded on September 2, 1983, Book 983, Page 101, Document Number 86414, in the Official Records of Douglas County, Nevada; being the TRUE POINT OF BEGINNING; thence North 26°35' East a distance of 154.05 feet; thence North 79°00' East, a distance of 58.44 feet; thence South 63°25' East, a distance of 32.79 feet; thence South 79°00' West a distance of 33.04 feet; thence along a tangent curve to the left, having a radius of 110.00 feet, throughout a central angle of 52°25', an arc length of 100.63 feet; thence South 26°35' West, a distance of 72.36 feet; thence along a tangent curve to the right, having a radius of 10.00 feet, throughout a central angle of 90°, an arc length of 15.71 feet to the TRUE POINT OF BEGINNING.

APN 1320-29-401-004

"IN COMPLIANCE WITH NEVADA REVISED STATUTE 111.312, THE HEREIN ABOVE LEGAL DESCRIPTION WAS TAKEN FROM INSTRUMENT RECORDED OCTOBER 14, 1988, BOOK 1088, PAGE 1677, AS FILE NO. 188510, RECORDED IN THE OFFICIAL RECORDS OF DOUGLAS COUNTY, STATE OF NEVADA."

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PARCEL 2:

A parcel of land in the Town of Minden, North of U.S. Highway 395, and West of Buckeye Lane (Sixth Street), and also being in the South 1/2 of the Southwest 1/4 of Section 29, Township 13 North, Range 20 East, M.D.B.&M., in Douglas County, Nevada, more particularly described as follows:

COMMENCING at the Northwest corner of the intersection of Buckeye Lane and U.S. Highway 395 from which the Minden Town Monument bears South 58°06'23" East 713.05 feet. The Town Monument being located South 89°18'25" West, 4,649.90 feet from the one-quarter corner common to Sections 30 and 31, Township 13 North Range 20 East, M.D.B.&M., thence running along the Northerly side of U.S. Highway 395, North 63°25' West, 1,423.40 feet to the Point of Beginning; thence North 26°35' East 120.00 feet; thence South 63°25' East 273.00 feet more or less, to the Northwest corner of that certain parcel of land conveyed to GERALD L. BELANGER and wife, in Deed recorded February 5, 1969, in Book 65, Page 38, File No. 43658 of Official Records; thence along the Northwesterly line of the BELANGER parcel; South 26°35' West, 120.00 feet to the Southwesterly corner of the BELANGER parcel; thence North 63°25' West, 273.00 feet, more or less, to the True Point of Beginning.

Said Parcel of land further imposed on that certain Record of Survey recorded December 10, 1984, as Document No. 111078.

APN 1320-29-401-002

"IN COMPLIANCE WITH NEVADA REVISED STATUTE 111.312, THE HEREIN ABOVE LEGAL DESCRIPTION WAS TAKEN FROM INSTRUMENT RECORDED OCTOBER 14, 1988, BOOK 1088, PAGE 1669, AS FILE NO. 188508, RECORDED IN THE OFFICIAL RECORDS OF DOUGLAS COUNTY, STATE OF NEVADA."

PARCEL 3:

A parcel of land located within a portion of the Southwest one-quarter (SW 1/4) of Section 29, Township 13 North, Range 20 East, Mount Diablo Baseline and Meridian, Douglas County, Nevada, described as follows:

Commencing at the Center one-quarter (C 1/4) corner of said Section 29 as set forth on that certain Record of Survey for Bently Nevada Corp., filed for record in the Office of the County Recorder of Douglas County, Nevada, on the 23rd day of December, 1985, in Book 1285, at Page 1984, under Document No. 128591, thence South 28°31'06" West, 1,786.92 feet to the Westerly right-of-way line of BUCKEYE ROAD; thence North 44°22'00" West 406.00 feet; thence North 69°06'21" West, 581.42 feet to the POINT OF BEGINNING; thence continuing North 69°06'21" West, 1,031.07 feet; thence South 00°16'20" West, 427.69 feet; thence South 72°39'07" East, 447.43 feet; thence South 62°50'16" East, 265.06 feet; thence South 63°25'00" East, 129.75 feet; thence North 26°36'00" East, 416.47 feet; to the POINT OF BEGINNING.

APN 1320-29-301-002

"IN COMPLIANCE WITH NEVADA REVISED STATUTE 111.312, THE HEREIN ABOVE LEGAL DESCRIPTION WAS TAKEN FROM INSTRUMENT RECORDED OCTOBER 14, 1988, BOOK 1088, PAGE 1677, AS FILE NO. 188510, RECORDED IN THE OFFICIAL RECORDS OF DOUGLAS COUNTY, STATE OF NEVADA."

PARCEL 4:

That portion of the Southwest one-quarter of Section 29, Township 13 North, Range 20 East, M.D.B.&M., more particularly described as follows:

COMMENCING at the intersection of the Northerly right of way line of U.S. Route 395, also known as Railroad Avenue, and the Easterly right of way line, extension of Seventh Street as shown on that certain Record of Survey recorded September 2, 1980, in Book 980, Page 057, Document No. 48058, Official Records of Douglas County, State of Nevada, being the True Point of Beginning; thence North 63°25'00" West, 70.25 feet; thence North 26°35'00" East, 110.00 feet; thence South 63°25'00" East, 70.25 feet; thence South 26°35'00" West, 110.00 feet to the TRUE POINT OF BEGINNING.





Reference is made to Record of Survey recorded September 2, 1980 in Book 980, Page 57, Document No. 48058, Official Records, Douglas County, Nevada.

APN 1320-29-401-009

Together with a Non-exclusive easement for road and incidental purposes, over, under and across the East 13 feet of the following described Parcel of land:

A rectangular piece of parcel of land situate, lying and being in the Southwest 1/4 of the Southwest 1/4 of Section 29, Township 13 North, Range 20 East, M.D.B.&M., adjacent to the Northern side of Railroad Avenue (U.S. 395) in the Town of Minden, Douglas County, Nevada, more particularly described as follows:

Beginning at the point of intersection of the Western Boundary of Seventh Street extended Northerly and the Northern Boundary of Railroad Avenue (U.S. 395) in said Town of Minden; thence North 63°25' West, along said Northern Boundary, a distance of 159 feet to a point; thence North 26°35' East, a distance of 120 feet to a point; thence South 63°25' East, a distance of 159 feet to a point; thence South 26°35' West, a distance of 120 feet to POINT OF BEGINNING.

"IN COMPLIANCE WITH NEVADA REVISED STATUTE 111.312, THE HEREIN ABOVE LEGAL DESCRIPTION WAS TAKEN FROM INSTRUMENT RECORDED AUGUST 1, 1997, BOOK 897, PAGE 332, AS FILE NO. 418590, RECORDED IN THE OFFICIAL RECORDS OF DOUGLAS COUNTY, STATE OF NEVADA."

PARCEL 5:

A parcel of land situate in the TOWN OF MINDEN, Nevada, and being a portion of the Southwest 1/4 of the Southwest 1/4 of Section 29, Township 13 North, Range 20 East, M.D.B.&M. and being more particularly described as follows:

Commencing at a point in the Northerly right of way line of Railroad Ave. at the intersection of the centerline of Ninth St. produced; thence along the Northerly right of way line of Railroad Ave., North 63°25'00" West, 57.00 feet to the True Point of Beginning; thence continuing North 63°25'00" West, 75.00 feet to a 1/2" rebar; thence normal to said right of way line North 26°35'00" East 120.00 feet to a 1/2" rebar; thence parallel to said right of way line South 63°25'00" East, 75.00 feet to a 1/2" rebar; thence South 26°35'00" West, 120.00 feet to a 1/2 rebar at the Point of Beginning.

APN 1320-29-401-003

"IN COMPLIANCE WITH NEVADA REVISED STATUTE 111.312, THE HEREIN ABOVE LEGAL DESCRIPTION WAS TAKEN FROM INSTRUMENT RECORDED DECEMBER 30, 1999, BOOK 1299, PAGE 5501, AS FILE NO. 483594, RECORDED IN THE OFFICIAL RECORDS OF DOUGLAS COUNTY, STATE OF NEVADA."

PARCEL 6:

A Parcel of land located in the SW 1/4 of the SW 1/4 of Section 29, Township 13 North, Range 20 East, M.D.B.&M., situated on the Northerly side of U.S. Highway 395 and West of the Westerly line of 10th Street extended across the highway, in Douglas County, Nevada, more particularly described as follows:

Beginning at the intersection of the Northerly right of way line of U.S. Highway 395 and the extension of the Westerly line of 10th Street in Minden, from which the Southeast corner of Section 30, Township 13 North, Range 20 East, M.D.B.&M., bears South 7°20'31" West, 962.14 feet; thence along the highway North 63°25'00" West, 188.00 feet; thence North 5°37'32" East, 133.85 feet; thence South 63°25'00" East, 235.88 feet; thence South 26°35'00" West, 125.00 feet to the Point of Beginning.

EXCEPTING THEREFROM that portion that lies within the above described Parcel and was Deeded to HENRY SEEMAN, et al, in Deed recorded February 11, 1971, in Book 83, at Page 593, Document No. 51865, Official Records, of Douglas County, State of Nevada, described as follows:

That certain irregular Parcel of land situate, lying and being in the East 1/2 of the Southeast 1/4 of Section 30,

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Township 13 North, Range 20 East, M.D.B.&M., Westerly of the Town of Minden, in Douglas County, Nevada, more particularly described as follows, to wit:

Beginning at a concrete monument which is 30 feet Northeasterly, measured at right angles, from the Surveyed centerline of Nevada State Highway Route 3 (U.S. 395), and along the Northerly extension of the Westerly side of Tenth Street of said Town of Minden; said concrete monument further described as bearing North 7°20' East, a distance of 962.2 feet from the Southeast corner of said Section 30; thence North 63°25' West along said Northeasterly right of way line, for said highway, a distance of 142.8 feet to the TRUE POINT OF BEGINNING; thence North 63°25' West along Northeasterly Highway right of way line, a distance of 45.2 feet to a point near a fence corner; thence Northerly and Easterly along a fence line a distance of 412.4 feet, more or less, to a point; thence South a distance of 430.6 feet to the TRUE POINT OF BEGINNING.

Assessors Parcel No. 1320-29-401-001

PARCEL 7:

Being a portion of the Southeast 1/4 of Section 30, Township 13 North, Range 20 East, M.D.B.&M. in the County of Douglas, State of Nevada, being more particularly described as follows:

Beginning at the Southeasterly corner of Parcel 4 of the Record of Survey in support of a Boundary Line Adjustment recorded in Book 497, at Page 3362, as Document No. 411708 of the Official Records of said Douglas County, said corner being on the Northeasterly right-of-way line of U.S. Highway 395; thence Northwesterly along said right-of-way line, North 63°25'00" West, 222.97 feet; thence North 23°37'31" East, 104.73 feet; thence North 66°17'29" West, 57.99 feet to a point on the Northwesterly line of that certain parcel described in the Grant, Bargain and Sale Deed, recorded in Book 1286, at Page 4355, as Document No. 147792 of the Official Records of said Douglas County; thence Northeasterly along said Northwesterly line North 23°46'21" East, 284.45 feet; thence South 66°13'39" East, 150.16 feet to a point on the Easterly line of said Parcel 4; thence Southerly along the Easterly line of said Parcel 4, South 0°15'05" West, 9.28 feet; thence South 5°47'19" West, 411.65 feet to the Point of Beginning.

Said parcel of land further imposed as Parcel 4A on that certain Record of Survey recorded September 4, 2003, as Document No. 588800.

ASSESSOR'S PARCEL NO. 1320-30-803-004

"IN COMPLIANCE WITH NEVADA REVISED STATUTE 111.312, THE HEREIN ABOVE LEGAL DESCRIPTION WAS TAKEN FROM INSTRUMENT RECORDED SEPTEMBER 4, 2003, BOOK 903, PAGE 1852, AS FILE NO. 588801, RECORDED IN THE OFFICIAL RECORDS OF DOUGLAS COUNTY, STATE OF NEVADA."

PARCEL 8:

PARCEL A:

A parcel of land in the Town of Minden, North of Highway 395, and West of Buckeye Lane (Sixth Street), and also being in the South 1/2 of the Southwest 1/4 of Section 29, Township 13, North, Range 20 East, M.D.B.&M., in Douglas County, Nevada, more particularly described as follows:

BEGINNING at the Northwest corner of the intersection of Buckeye Lane and Highway 395 from which the Minden Town Monument bears South 59°06'23" East, 713.05 feet. The Town Monument being located South 89°18'25" East, 4649.90 feet from the one-quarter corner common to Sections 30 and 31, in Township 13 North, Range 20 East, M.D.B.&M., thence running along the Northerly side of Highway 395,





North 63°25' West, 1423.40 feet; thence North 26°35' East, 120.00 feet; thence South 63°25' East, 690.00 feet; thence North 79°00' East, 114.27 feet to the True Point of Beginning; thence continuing North 79°00' East, 289.54 feet to a point; thence South 26°35' West, 176.29 feet to a point; thence North 63°25' West, 222.45 feet to the Point of Beginning.

EXCEPTING THEREFROM, a parcel of land located within a portion of the Southwest one-quarter of Section 29, Township 13 North, Range 20 East, M.D.B.&M., Douglas County, Nevada, Being further described as area "B" as shown on the map filed within the Official Records of Douglas County, Nevada as Document No. 86414 and being more particularly described as follows:

Commencing at a point lying at the intersection of the Northerly right-of-way line of U.S. Highway 395 and the Westerly right-of-way line of 8th Street; thence North 26°35'00" East, 154.05 feet along the Westerly right-of-way line of 8th Street; thence North 79°00'00" East, 58.44 feet to the POINT OF BEGINNING; thence North 79°00'00" East, 96.79 feet; thence South 26°35'00" West, 59.04 feet to a point on the Northerly right-of-way line of 8th Street; thence North 63°25'00" West, 76.70 feet to the POINT OF BEGINNING.

PARCEL B:

A parcel of land located within a portion of the Southwest One-Quarter of Section 29, Township 13 North, Range 20 East, M.D.B.&M., Douglas County, Nevada, Being further described as area "A" as shown on the map filed within the Official Records of Douglas County, Nevada, Document No. 86414 and being more particularly described as follows:

Commencing at a point lying at the intersection of the Northerly right-of-way line of U.S. Highway 395 and the Westerly right-of-way line of 8th Street; thence North 26°35'00" East, 154.05 feet along the Westerly right-of-way line of 8th Street; thence North 79°00'00" East, 155.23 feet to the POINT OF BEGINNING; thence North 26°35'00" East, 59.03 feet; thence South 63°25'00" East, 76.71 feet; thence South 79°00'00" West, 96.80 feet to the POINT OF BEGINNING.

APN 1320-29-401-005

"IN COMPLIANCE WITH NEVADA REVISED STATUTE 111.312, THE HEREIN ABOVE LEGAL DESCRIPTION WAS TAKEN FROM INSTRUMENT RECORDED SEPTEMBER 2, 1997, BOOK 997, PAGE 331, AS FILE NO. 420810, RECORDED IN THE OFFICIAL RECORDS OF DOUGLAS COUNTY, STATE OF NEVADA

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DEED OF TRUST

20 of 21



REQUEST FOR FULL RECONVEYANCE

Do not record. To be used only when note has been paid.

TO: TRUSTEE

The undersigned is the legal owner and holder of the note and all other indebtedness secured by the within Deed of Trust. Said Note, together with all other indebtedness secured by said Deed of Trust, has been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you thereunder.

Dated: _____



EXHIBIT B

PARCEL 3:

A parcel of land located within a portion of the Southwest one-quarter (SW 1/4) of Section 29, Township 13 North, Range 20 East, Mount Diablo Baseline and Meridian, Douglas County, Nevada, described as follows:

Commencing at the Center one-quarter (C 1/4) corner of said Section 29 as set forth on that certain Record of Survey for Bently Nevada Corp., filed for record in the Office of the County Recorder of Douglas County, Nevada, on the 23rd day of December, 1985, in Book 1285, at Page 1984, under Document No. 128591, thence South 28°31'06" West, 1,786.92 feet to the Westerly right-of-way line of BUCKEYE ROAD; thence North 44°22'00" West 406.00 feet; thence North 69°06'21" West, 581.42 feet to the POINT OF BEGINNING; thence continuing North 69°06'21" West, 1,031.07 feet; thence South 00°16'20" West, 427.69 feet; thence South 72°39'07" East, 447.43 feet; thence South 62°50'16" East, 265.06 feet; thence South 63°25'00" East, 129.75 feet; thence North 26°36'00" East, 416.47 feet; to the POINT OF BEGINNING.

APN 1320-29-301-002

"IN COMPLIANCE WITH NEVADA REVISED STATUTE 111.312, THE HEREIN ABOVE LEGAL DESCRIPTION WAS TAKEN FROM INSTRUMENT RECORDED OCTOBER 14, 1988, BOOK 1088, PAGE 1677, AS FILE NO. 188510, RECORDED IN THE OFFICIAL RECORDS OF DOUGLAS COUNTY, STATE OF NEVADA."

PARCEL 4:

That portion of the Southwest one-quarter of Section 29, Township 13 North, Range 20 East, M.D.B.&M., more particularly described as follows:

COMMENCING at the intersection of the Northerly right of way line of U.S. Route 395, also known as Railroad Avenue, and the Easterly right of way line, extension of Seventh Street as shown on that certain Record of Survey recorded September 2, 1980, in Book 980, Page 057, Document No. 48058, Official Records of Douglas County, State of Nevada, being the True Point of Beginning; thence North 63°25'00" West, 70.25 feet; thence North 26°35'00" East, 110.00 feet; thence South 63°25'00" East, 70.25 feet; thence South 26°35'00" West, 110.00 feet to the TRUE POINT OF BEGINNING.

Reference is made to Record of Survey recorded September 2, 1980 in Book 980, Page 57, Document No. 48058, Official Records, Douglas County, Nevada.

APN 1320-29-401-009

Together with a Non-exclusive easement for road and incidental purposes, over, under and across the East 13 feet of the following described Parcel of land:

A rectangular piece of parcel of land situate, lying and being in the Southwest 1/4 of the Southwest 1/4 of Section 29, Township 13 North, Range 20 East, M.D.B.&M., adjacent to



the Northern side of Railroad Avenue (U.S. 395) in the Town of Minden, Douglas County, Nevada, more particularly described as follows:

Beginning at the point of intersection of the Western Boundary of Seventh Street extended Northerly and the Northern Boundary of Railroad Avenue (U.S. 395) in said Town of Minden; thence North 63°25' West, along said Northern Boundary, a distance of 159 feet to a point; thence North 26°35' East, a distance of 120 feet to a point; thence South 63°25' East, a distance of 159 feet to a point; thence South 26°35' West, a distance of 120 feet to POINT OF BEGINNING.

"IN COMPLIANCE WITH NEVADA REVISED STATUTE 111.312, THE HEREIN ABOVE LEGAL DESCRIPTION WAS TAKEN FROM INSTRUMENT RECORDED AUGUST 1, 1997, BOOK 897, PAGE 332, AS FILE NO. 418590, RECORDED IN THE OFFICIAL RECORDS OF DOUGLAS COUNTY, STATE OF NEVADA."

PARCEL 7:

Being a portion of the Southeast 1/4 of Section 30, Township 13 North, Range 20 East, M.D.B.&M. in the County of Douglas, State of Nevada, being more particularly described as follows:

Beginning at the Southeasterly corner of Parcel 4 of the Record of Survey in support of a Boundary Line Adjustment recorded in Book 497, at Page 3362, as Document No. 411708 of the Official Records of said Douglas County, said corner being on the Northeasterly right-of-way line of U.S. Highway 395; thence Northwesterly along said right-of-way line, North 63°25'00" West, 222.97 feet; thence North 23°37'31" East, 104.73 feet; thence North 66°17'29" West, 57.99 feet to a point on the Northwesterly line of that certain parcel described in the Grant, Bargain and Sale Deed, recorded in Book 1286, at Page 4355, as Document No. 147792 of the Official Records of said Douglas County; thence Northeasterly along said Northwesterly line North 23°46'21" East, 284.45 feet; thence South 66°13'39" East, 150.16 feet to a point on the Easterly line of said Parcel 4; thence Southerly along the Easterly line of said Parcel 4, South 0°15'05" West, 9.28 feet; thence South 5°47'19" West, 411.65 feet to the Point of Beginning.

Said parcel of land further imposed as Parcel 4A on that certain Record of Survey recorded September 4, 2003, as Document No. 588800.

ASSESSOR'S PARCEL NO. 1320-30-803-004

"IN COMPLIANCE WITH NEVADA REVISED STATUTE 111.312, THE HEREIN ABOVE LEGAL DESCRIPTION WAS TAKEN FROM INSTRUMENT RECORDED SEPTEMBER 4, 2003, BOOK 903, PAGE 1852, AS FILE NO. 588801, RECORDED IN THE OFFICIAL RECORDS OF DOUGLAS COUNTY, STATE OF NEVADA."