

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

ALLEN MATKINS LECK GAMBLE
MALLORY & NATSIS LLP
1900 Main Street, Fifth Floor
Irvine, California 92614-7321
Attn: Sandra A. Jacobson, Esq.



Escrow No. 1003745-RR

(Space Above For Recorder's Use)

**AGREEMENT REGARDING ASSUMPTION OF
NOTE AND DEED OF TRUST**

THIS AGREEMENT REGARDING ASSUMPTION OF NOTE AND DEED OF TRUST ("Agreement") is dated for reference purposes as of AUGUST 6, 2010, by and among FAIRFIELD TOPAZ, LLC, a Nevada limited liability company, whose address is 716 N. Carson Street, Suite E, Carson City, Nevada 89702, Attention: John Serpa ("Original Borrower"), CCT FOUNDERS, LLC, a Nevada limited liability company, whose address is c/o Syncon Homes, 990 Ironwood Drive, Munden, Nevada 89423, Attention: James Taylor ("Interim Borrower"), and FAIRFIELD RANCH, LLC, a Nevada limited liability company, whose address is c/o Syncon Homes, 990 Ironwood Drive, Munden, Nevada 89423, Attention: James Taylor ("New Borrower"), and MND, LTD., a Nevada limited liability company, RAMSDEN PROPERTIES, LTD., a Nevada limited liability company, LAGUNAK, INC., a Nevada corporation, JESUS E. REY and MARY J. REY, Co-Trustees of the Jesus E. Rey and Mary E. Rey Family Trust U/D/T 01/25-94, CARLOS IRIBARREN and ISABEL R. IRIBARREN, Co-Trustees of the Carlos Iribarren and Isabel R. Iribarren Family Trust U/D/T 04-13-94, MORRIS GREGORY, an individual, LEE IVEY and KAREN IVEY, Trustees of the Declaration of Trust dated September 17, 1982, STACY SCHLUTSMEYER, an individual, REMO OSMETTI and CINDY OSMETTI, Trustees of the Osmetti Family Trust, DONNA SCHLUTSMEYER, an individual, MARK SCHLUTSMEYER and TERESA SCHLUTSMEYER, husband and wife, MEGAN HARVEY, an individual, CAROLYN STROSNIDER, Trustee of the Strosnider Survivor's Trust, whose address is c/o 22 State Route 208, Yerington, Nevada 89447, (collectively, "Beneficiary").

RECITALS:

A. On or about November 12, 2007, Beneficiary made a loan to Original Borrower in the original principal sum of Three Million One Hundred Fifty Thousand and No/100th Dollars (\$3,150,000.00) (the "Loan"). The Loan is evidenced by certain documents as follows:

(i) Note Secured By Deed of Trust (Installment Interest Included) ("Note") dated as of November 12, 2007, in the original principal sum of Three Million One Hundred Fifty Thousand and No/100th Dollars (\$3,150,000.00), payable in installments as therein provided; and



(ii) Deed of Trust With Assignment of Rents ("Deed of Trust") securing the Note, dated as of November 12, 2007, encumbering the real property described in Exhibit "A" attached hereto and incorporated herein by reference (the "Original Loan Property"), which Deed of Trust was recorded on November 19, 2007, in the County Recorder of Douglas County, Nevada as Document No. 713272 of Official Records ("Official Records").

B. Additionally, Original Borrower executed and delivered to Beneficiary certain other documents evidencing and/or securing the Loan (collectively, with the documents set forth in A(i) and (ii) above, the "Loan Documents").

C. The percentage amount held by each entity or individual comprising Beneficiary did not equal one hundred percent (100%) in the Loan Documents due to a mathematical rounding error. Beneficiary acknowledges and agrees that the percentage amount held by each entity or individual comprising Beneficiary is accurately set forth on Exhibit "B" attached hereto and incorporated herein by reference for all purposes of the Loan and the Loan Documents.

D. The Loan is currently in default. Beneficiary has caused to be recorded that certain Notice of Default and Election to Sell Under Deed of Trust recorded on April 12, 2010 as Document No. 761936 in the Official Records (the "NOD"). It is a condition precedent for the benefit of Interim Borrower and New Borrower that the NOD be rescinded in connection with the closing of the transaction described herein.

E. Interim Borrower and New Borrower are currently processing a boundary line adjustment to be recorded in the Official Records (the "Boundary Line Adjustment") so that the portion of the Original Loan Property that is not released from the encumbrance of the loan as provided in this Agreement (such non-released property, together with the 881.86 acre feet of water rights, surface or ground, permitted, certificated, adjudicated or vested, as well as all seeps, springs and other rights to water, of any nature whatsoever, appurtenant to or historically used on the Property that are owned by New Borrower, being referred to herein as the "Property") can be transferred to New Borrower. Until the Boundary Line Adjustment is recorded, New Borrower cannot take title to the Property. Therefore, the parties acknowledge and agree that at closing, the Property shall be conveyed (subject to the lien of the Deed of Trust) to Interim Borrower to hold in trust for New Borrower until such time that the Boundary Line Adjustment records. At the closing, Interim Borrower shall assume the Loan on the terms and conditions set forth herein. Upon recordation of the Boundary Line Adjustment, Interim Borrower shall immediately convey title to the Property to New Borrower, subject to the lien of the Deed of Trust, and New Borrower shall automatically assume the obligations of Interim Borrower under the Loan without necessity of executing additional documents (the "Boundary Line Adjustment Conveyance"). The foregoing is hereinafter referred to as the "Assumption."

F. Beneficiary is willing to consent to the transfer of Original Borrower's interest in the Original Loan Property to Interim Borrower and then the transfer of the Property to New Borrower without exercising its option to accelerate the debt upon such transfers and is willing to waive its right to exercise such option under the Deed of Trust as to the transfers to Interim Borrower and then to New Borrower only.



A G R E E M E N T :

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assumption.

1.1 On the Closing Date (as defined herein), Interim Borrower assumes and agrees to pay all of the indebtedness evidenced by the Note, as modified herein, and the Deed of Trust and does hereby agree to perform and observe all of the covenants, obligations and agreements under the Note and the Deed of Trust (as modified by this Agreement) accruing from and after the date hereof.

1.2 As of the date of the Boundary Line Adjustment Conveyance, New Borrower assumes and agrees to pay all of the indebtedness evidenced by the Note, as modified herein, and the Deed of Trust and does hereby agree to perform and observe all of the covenants, obligations and agreements under the Note and the Deed of Trust (as modified by this Agreement), accruing from and after such date.

1.3 In consideration of all of the foregoing in this Agreement contained, Beneficiary does hereby consent to (a) the transfer of all of Original Borrower's interest in the Original Loan Property to Interim Borrower; (b) the transfer of all of Interim Borrower's interest in the Property to New Borrower; and (c) the assumption of the respective obligations of Original Borrower under the Note and the Deed of Trust by Interim Borrower and New Borrower, as applicable, and Beneficiary agrees that Beneficiary will not accelerate the debt because of said sale and transfers. It is specifically provided, however, that all of the terms of the Note, as modified herein, and the Deed of Trust are hereby ratified and confirmed by Interim Borrower and New Borrower as of the dates of the assumption of each in all respects and shall remain in full force and effect and that the failure to exercise the option to accelerate the debt upon the sale of the Property to Interim Borrower and the transfer of the Property to New Borrower shall not be deemed to be a waiver of such option as to any subsequent sale or transfer. Following the transfer of the Property to New Borrower, New Borrower acknowledges and agrees that it shall have no further right to transfer and/or assign the Note and Deed of Trust.

1.4 Upon recordation of this Agreement in the Official Records, Original Borrower shall be released from liability under the Note and the Deed of Trust arising from and after the date of such recordation, including liability for repayment of the principal and interest under the terms of the Note; however, Original Borrower shall remain liable for all liability arising prior to the date thereof.

1.5 As of the date of the Boundary Line Adjustment Conveyance, Interim Borrower shall be released from liability under the Note and the Deed of Trust arising from and after the Boundary Line Adjustment Conveyance, including liability for repayment of principal and interest under the terms of the Note; however, Interim Borrower shall remain



liable for all liability arising from and after the Closing Date until the Boundary Line Adjustment Conveyance.

2. Conditions to Assumption and Modification.

2.1 Beneficiary's obligations under this Agreement are subject to Beneficiary holding a first mortgage lien on the Property on and after the date of the recording of this Agreement in the Official Records (the "Closing Date"), which shall be the effective date of this Agreement.

2.2 It is a condition precedent to Interim Borrower and New Borrower's obligations under this Agreement that the NOD be rescinded.

2.3 It is a condition precedent to Interim Borrower's and New Borrower's obligations under this Agreement that Original Borrower makes a principal payment to Beneficiary in the amount of One Million Seven Hundred Thousand and No/100ths (\$1,700,000.00) (the "Principal Paydown") and that Interim Borrower (on behalf of New Borrower) make a payment to Beneficiary in the amount agreed to by Beneficiary as the interest and penalties for the period ending July 31, 2010 (the "Interest Payment"). Concurrently with Beneficiary's receipt of the Principal Paydown and the Interest Payment, Beneficiary shall cause that portion of the Original Loan Property described on Exhibit "C" attached hereto to be reconveyed by recordation of a partial reconveyance in the Official Records so that only the Property remains encumbered by the Loan.

2.4 It is a condition to Original Borrower's obligations under this Agreement that John Serpa be released for the period on and after the Closing Date, from his obligations under that certain Personal Guaranty dated November 14, 2007 made with respect to the Loan.

2.5 Upon the recordation of this Agreement in the Official Records, Beneficiary, to its actual knowledge, acknowledges satisfaction of each of the conditions set forth in this Section 2.

3. Acknowledgment Regarding Note. Original Borrower, Interim Borrower, New Borrower and Beneficiary each hereby acknowledge and agree with respect to the following:

3.1 The outstanding principal balance of the Note after receipt of the Principal Paydown and the Interest Payment is One Million Four Hundred Fifty Thousand and No/100ths Dollars (\$1,450,000.00).

3.2 As of the date hereof, other than with respect to this Agreement, and the Note and Deed of Trust identified herein or in the Exhibits hereto, there are no other documents which evidence or secure the Loan.

3.3 As of the date hereof: (a) there are no defaults under the Loan Documents and any previous defaults have been cured or waived by Beneficiary; and (b) all default interest, late charges and other penalties owed by Original Borrower under the Loan have been satisfied by Beneficiary.

4. Amendments to Note.



The Note is hereby amended as follows:

(a) The maturity date of the Note is hereby extended to FEBRUARY 6, 2012 (the "Maturity Date");

(b) The parties acknowledge a balloon payment shall be due on the Maturity Date;

(c) The interest rate set forth in the Note is hereby modified from eleven percent (11%) per annum to nine percent (9%) per annum, simple interest; and

(d) The parties acknowledge Original Borrower is concurrently herewith making the Principal Paydown and Interim Borrower (on behalf of New Borrower) is making the Interest Payment to beneficiary.

5. Cooperation. Interim Borrower, New Borrower and Beneficiary agree to cooperate and execute such documents as may be necessary to effectuate the Boundary Line Adjustment Conveyance; provided, however, no further documentation shall be necessary for New Borrower to assume the Loan and no further consent shall be required by Beneficiary upon closing of the Boundary Line Adjustment Conveyance.

6. Closing Costs. Each party shall pay its own legal costs and expenses. Interim Borrower shall pay the cost to record this Agreement. Escrow fees and costs shall be split equally by Original Borrower and Interim Borrower.

7. Force of Unmodified Portions of Documents. Except as modified hereby, all of the terms and conditions of the Note, the Deed of Trust and the Loan (including any guaranty that has not been released as provided herein) shall remain in full force and effect as originally written.

8. Defined Terms. Unless otherwise defined or modified herein, all capitalized terms used herein shall have the meaning given them under the Note and/or Deed of Trust, as applicable.

9. Binding Effect. This Agreement shall inure to the benefit of and be binding upon Original Borrower, Interim Borrower, New Borrower and Beneficiary and their respective heirs, designees, personal and legal representatives, and assigns.

10. Multiple Counterparts. This Agreement may be signed in multiple counterparts with the same effect as if all signatories had executed the same instrument.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction wherein the Property is located.

[Signature Pages Follow]



IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the date indicated, and this document shall be effective as of such date.

ORIGINAL BORROWER:

FAIRFIELD TOPAZ, LLC,
a Nevada limited liability company

By: _____

Name: _____

Title: _____

John Serpa

Manager

[Signatures Continued on Next Page]



INTERIM BORROWER:

CCT FOUNDERS, LLC,
a Nevada limited liability company

By: Clear Creek Ranch, LLC,
a Nevada limited liability company
Its: Managing Member

By: Clear Creek at Tahoe, LLC,
a Nevada limited liability company
Its: Sole Member

By: _____
James S. Taylor, as Trustee of the
James S. and Denise G. Taylor
Living Trust
Its: Managing Member

NEW BORROWER:

FAIRFIELD RANCH, LLC,
a Nevada limited liability company

By: CCT Founders, LLC,
a Nevada limited liability company
Its: Managing Member

By: Clear Creek Ranch, LLC,
a Nevada limited liability company
Its: Managing Member

By: Clear Creek at Tahoe, LLC,
a Nevada limited liability company
Its: Sole Member


By: _____
James S. Taylor, as Trustee of
the James S. and Denise G.
Taylor Living Trust
Its: Managing Member

[Signatures Continued on Next Page]




BENEFICIARY:


MND, LTD.,
a Nevada limited liability company


By: 
Name: MND LTD MICKIE HEMPLER
Title: MANAGING MEMBER

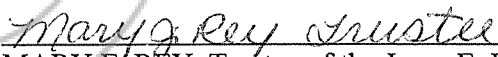
RAMSDEN PROPERTIES, LTD.,
a Nevada limited liability company


By: 
Name: Paul Ramsden
Title: MEMBER


LAGUNAK, INC.,
a Nevada corporation

By: 
Name: CARLOS IRIBARREN
Title: PRES.


JESUS E. REY, Trustee of the Jesus E. Rey
and Mary E. Rey Family Trust U/D/T 01/25-94


MARY E. REY, Trustee of the Jesus E. Rey
and Mary E. Rey Family Trust U/D/T 01/25-94


CARLOS IRIBARREN, Trustee of the Carlos
Iribarren and Isabel R. Iribarren Family
Trust U/D/T 04-13-94


ISABEL R. IRIBARREN, Trustee of the Carlos
Iribarren and Isabel R. Iribarren Family Trust
U/D/T 04-13-94



Morris Gregory

MORRIS GREGORY, an individual

Lee Ivey

LEE IVEY, Trustee of the Declaration
of Trust dated September 17, 1982

Karen Ivey

KAREN IVEY, Trustee of the Declaration
of Trust dated September 17, 1982

STACY SCHLUTSMEYER, an individual

REMO OSMETTI, Trustee of
the Osmetti Family Trust

SIGNED IN COUNTERPART

CINDY OSMETTI, Trustee of
the Osmetti Family Trust

DONNA SCHLUTSMEYER, an individual

MARK SCHLUTSMEYER AND TERESA
SCHLUTSMEYER, husband and wife

By: _____
Mark Schlutsmeier

By: _____
Teresa Schlutsmeier

MEGAN HARVEY, an individual

Carolyn Strosnider
CAROLYN STROSNIDER, Trustee of the
Strosnider Survivor's Trust



Morris Gregory

MORRIS GREGORY, an individual

Lee Ivey

LEE IVEY, Trustee of the Declaration
of Trust dated September 17, 1982

Karen Ivey

KAREN IVEY, Trustee of the Declaration
of Trust dated September 17, 1982

Stacy Schlutsmeier

STACY SCHLUTSMEYER, an individual

REMO OSMETTI, Trustee of
the Osmetti Family Trust

SIGNED IN COUNTERPART

CINDY OSMETTI, Trustee of
the Osmetti Family Trust

DONNA SCHLUTSMEYER, an individual

MARK SCHLUTSMEYER AND TERESA
SCHLUTSMEYER, husband and wife

By: _____
Mark Schlutsmeier

By: _____
Teresa Schlutsmeier

MEGAN HARVEY, an individual

CAROLYN STROSNIDER, Trustee of the
Strosnider Survivor's Trust



~~Morris Gregory~~

~~MORRIS GREGORY, an individual~~

~~Lee Ivey~~

~~LEE IVEY, Trustee of the Declaration
of Trust dated September 17, 1982~~

~~Karen Ivey~~

~~KAREN IVEY, Trustee of the Declaration
of Trust dated September 17, 1982~~

STACY SCHLUTSMEYER, an individual

Remo Osmetti

REMO OSMETTI, Trustee of
the Osmetti Family Trust

SIGNED IN COUNTERPART

Cindy Osmetti

CINDY OSMETTI, Trustee of
the Osmetti Family Trust

DONNA SCHLUTSMEYER, an individual

MARK SCHLUTSMEYER AND TERESA
SCHLUTSMEYER, husband and wife

By: _____
Mark Schlutsmeier

By: _____
Teresa Schlutsmeier

MEGAN HARVEY, an individual

CAROLYN STROSNIDER, Trustee of the
Strosnider Survivor's Trust



Morris Gregory

MORRIS GREGORY, an individual

Lee Ivey

LEE IVEY, Trustee of the Declaration
of Trust dated September 17, 1982

Karen Ivey

KAREN IVEY, Trustee of the Declaration
of Trust dated September 17, 1982

STACY SCHLUTSMEYER, an individual

REMO OSMETTI, Trustee of
the Osmetti Family Trust

SIGNED IN COUNTERPART

CINDY OSMETTI, Trustee of
the Osmetti Family Trust

Donna Schlutsmeier

DONNA SCHLUTSMEYER, an individual

MARK SCHLUTSMEYER AND TERESA
SCHLUTSMEYER, husband and wife

By: _____
Mark Schlutsmeier

By: _____
Teresa Schlutsmeier

Megan Harvey

MEGAN HARVEY, an individual

CAROLYN STROSNIDER, Trustee of the
Strosnider Survivor's Trust



Morris Gregory

MORRIS GREGORY, an individual

Lee Ivey

LEE IVEY, Trustee of the Declaration
of Trust dated September 17, 1982

Karen Ivey

KAREN IVEY, Trustee of the Declaration
of Trust dated September 17, 1982

STACY SCHLUTSMEYER, an individual

REMO OSMETTI, Trustee of
the Osmetti Family Trust

CINDY OSMETTI, Trustee of
the Osmetti Family Trust

SIGNED IN COUNTERPART

DONNA SCHLUTSMEYER, an individual

MARK SCHLUTSMEYER AND TERESA
SCHLUTSMEYER, husband and wife

By: *Mark Schlutsmeier*
Mark Schlutsmeier

By: *Teresa Schlutsmeier*
Teresa Schlutsmeier

MEGAN HARVEY, an individual

CAROLYN STROSNIDER, Trustee of the
Strosnider Survivor's Trust

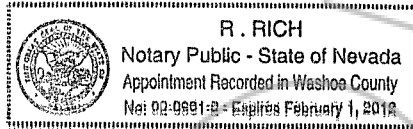


STATE OF NEVADA
COUNTY OF WASHOE

} SS:

This instrument was acknowledged before me on July 28, 2010, by James S. Taylor.

NOTARY PUBLIC



COOPER



ACKNOWLEDGMENT

State of Nevada)
~~County of~~ Carson City)

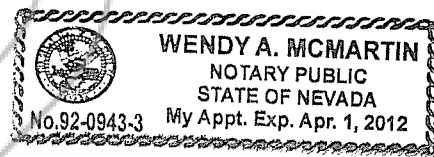
On July 29, 2010, before me, Wendy A. McMartin,
(insert name of notary)

Notary Public, personally appeared John Serpa, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Nevada that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Wendy A. McMartin
(Seal)



ACKNOWLEDGMENT

State of _____)
County of _____)

On _____, before me, _____,
(insert name of notary)

Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
(Seal)



ACKNOWLEDGMENT

State of Nevada)
County of Douglas)

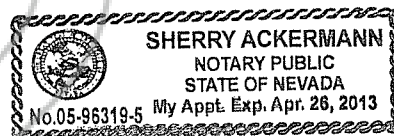
On 8-2-2010, before me, Sherry Ackermann,
(insert name of notary)

Notary Public, personally appeared Carlos Iribarren and Isabel Iribarren, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Nevada that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]
(Seal)



ACKNOWLEDGMENT

State of Nevada)
County of Douglas)

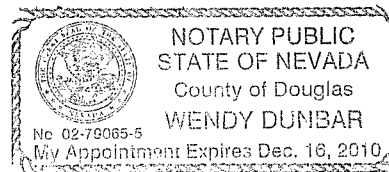
On 8-4-10, before me, Wendy Dunbar,
(insert name of notary)

Notary Public, personally appeared Mickie Hempler, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Nevada that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]
(Seal)





ACKNOWLEDGMENT

State of Nevada)
County of Douglas)

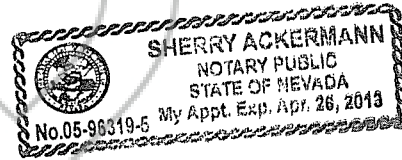
On 8-5-2010, before me, Sherry Ackermann,
(insert name of notary)

Notary Public, personally appeared Percy Ramsden, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Nevada that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]
(Seal)



ACKNOWLEDGMENT

State of _____)
County of _____)

On _____, before me, _____,
(insert name of notary)

Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
(Seal)



ACKNOWLEDGMENT

State of Nevada)
County of Douglas)

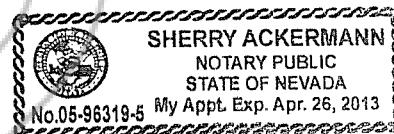
On 8-2-2010, before me, Sherry Ackermann,
(insert name of notary)

Notary Public, personally appeared Carlos Iribarren, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Nevada that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]
(Seal)



ACKNOWLEDGMENT

State of Nevada)
County of Douglas)

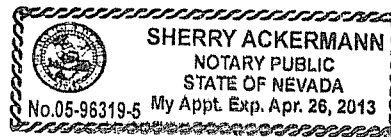
On 8-2-2010, before me, Sherry Ackermann,
(insert name of notary)

Notary Public, personally appeared Jesus E. Rey and Marie Key, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Nevada that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]
(Seal)





ACKNOWLEDGMENT

State of Nevada)
County of Lyon)

On July 30, 2010, before me, Leslie A. West,
(insert name of notary)

Notary Public, personally appeared Morris Gregory, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Nevada that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Leslie A. West (Seal)

ACKNOWLEDGMENT

State of Nevada)
County of Lyon)

On July 30, 2010, before me, Leslie A. West,
(insert name of notary)

Notary Public, personally appeared Lee Ivey, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Nevada that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Leslie A. West (Seal)



ACKNOWLEDGMENT

State of Nevada)
County of Lyon)

On July 30 2010, before me, Leslie A West
(insert name of notary)

Notary Public, personally appeared Karen Fry, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Nevada that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]
(Seal)



ACKNOWLEDGMENT

State of Nevada)
County of Lyon)

On Aug 4 2010, before me, Leslie A. West
(insert name of notary)

Notary Public, personally appeared Carolyn Grosnyder, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Nevada that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]
(Seal)





ACKNOWLEDGMENT

State of Nevada)
County of Lyon)

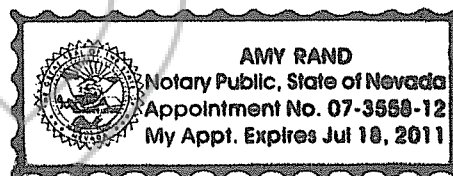
On August 4, 2010, before me, Amy Rand,
(insert name of notary)

Notary Public, personally appeared Stacy Schlutzmeier, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Nevada that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Amy Rand (Seal)



ACKNOWLEDGMENT

State of Nevada)
County of Lyon)

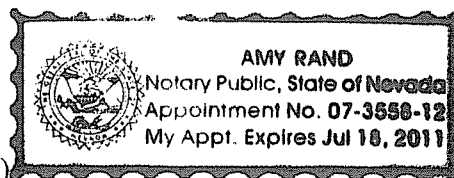
On August 4, 2010, before me, Amy Rand,
(insert name of notary)

Notary Public, personally appeared Mark Schlutzmeier, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Nevada that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Amy Rand (Seal)





ACKNOWLEDGMENT

State of Nevada)
County of Lyon)

On August 4, 2010, before me, Amy Rand
(insert name of notary)

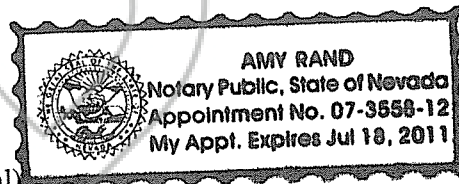
Notary Public, personally appeared Teresa Schlitsmeyer, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Nevada that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Amy Rand

(Seal)



ACKNOWLEDGMENT

State of Nevada)
County of Lyon)

On August 4, 2010, before me, Amy Rand
(insert name of notary)

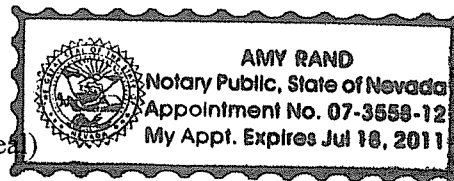
Notary Public, personally appeared Remo Dsmetti, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Nevada that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Amy Rand

(Seal)





ACKNOWLEDGMENT

State of Nevada)
County of Lyon)

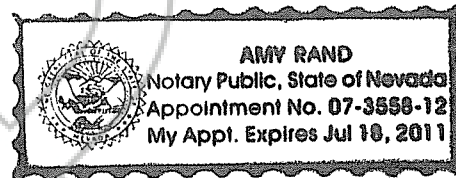
On August 4, 2010 , before me, Amy Rand
(insert name of notary)

Notary Public, personally appeared Cindy Dsmetti , who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Nevada that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Amy Rand (Seal)



ACKNOWLEDGMENT

State of Nevada)
County of Lyon)

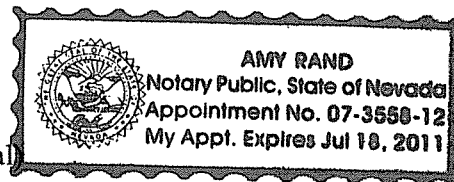
On August 4, 2010 , before me, Amy Rand
(insert name of notary)

Notary Public, personally appeared Donna Schlitsmeyer , who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Nevada that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Amy Rand (Seal)





ACKNOWLEDGMENT

State of Nevada)
County of Lyon)

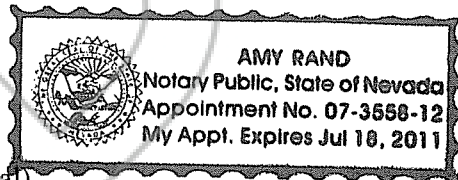
On August 4, 2010, before me, Amy Rand,
(insert name of notary)

Notary Public, personally appeared Megan Harvey, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Nevada that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Amy Rand (Seal)



ACKNOWLEDGMENT

State of _____)
County of _____)

On _____, before me, _____,
(insert name of notary)

Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)



EXHIBIT "A"

LEGAL DESCRIPTION

[To be attached]





EXHIBIT "A"
SCHEDULE 2

PROPERTY LEGAL DESCRIPTION

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

PARCEL 1:

TOWNSHIP 10 NORTH, RANGE 22 EAST, M.D.B.&M.

Section 13: All

EXCEPTING THEREFROM that portion of Section 13 shown on two Records of Survey filed in the office of the County Recorder of Douglas County on October 19, 1969, in Book 1 of Maps under Recorder's Filing Numbers 48990 and 45991, and Parcel Maps for R.G. Whitney and Dan Walsh recorded as Document Nos. 17012 and 18550.

Section 23: All

EXCEPTING THEREFROM the Northwest 1/4; the North 1/2 of the Southwest 1/4; Southwest 1/4 of the Southwest 1/4 and the North 1/2 of the North 1/2 of the Southeast 1/4 of the Southwest 1/4.

Section 24: All

Section 25: North 1/2; Fractional North 1/2 of the Southwest 1/4 lying North of a traverse Line "B" hereinafter described; Fractional East 1/2 of the Southeast 1/4 lying North of a traverse Line "B" hereinafter described.

Section 26: North 1/2; Fractional South 1/2 lying North of traverse Line "B" hereinafter described.

APN: 1022-00-002-005 and a portion of APN 1023-00-002-002

PARCEL 2:

TOWNSHIP 10 NORTH, RANGE 23 EAST, M.D.B.&M.

Section 7: Lot 3 (Northwest 1/4 of Southwest 1/4) excepting therefrom that portion lying Northerly of the Southerly right-of-way line of State Route 3 (208). Section 7: Southeast 1/4 of the Southwest 1/4 and the Southeast 1/4 of the Southeast 1/4

Section 8: Southeast 1/4 of the Southeast 1/4



Section 17: Southeast ¼ of the Northeast ¼; Fractional East ½ of the Southeast ¼ lying above the 5010 foot contour line of Hoye Canyon Reservoir. Section 17: Northwest ¼ of the Northwest ¼

Section 18: North ½; and the West ½ of the Southwest ¼

Section 19: South ½ and the West ½ of the Northwest ¼

Section 20: Southwest ¼

Section 30: North ½; Fractional South ½ lying North of a traverse line "B" hereinafter described.

APN: 1023-07-002-002, 1023-08-002-008, 1023-17-000-013 and a portion of APN 1023-00-002-002

PARCEL 3:

Section 31: Township 10 North, Range 23 East, M.D.B. & M.; Fractional East ½ of West ½ of Southeast ¼ lying East of a traverse Line "A" hereinafter described; Fractional East ½ lying East of traverse Line "A" hereinafter described.

APN: 1023-00-002-005

Traverse Line "A" above referred to is described as follows:
TOWNSHIP 10 NORTH, RANGE 23 EAST, M.D.B.&M.

Commencing at a point which lies South 14°4' West 714.3 feet from the West quarter corner of Section 19, Township 9 North, Range 23 East, M.D.B.&M., thence along the fence known as the East fence of the Lancaster Field North 5°20' East 15,333.0 feet; thence West 208.0 feet; thence North 0°22' West 4,294.0 feet, thence the Northeast corner of Section 1, Township 9 North, Range 22 East, M.D.B.&M., bears South 87°22' West 1,216.0 feet; thence South 88°5' East 2,000 feet; thence North 88°44' East 604.0 feet; thence North 2°58' West 1,125.5 feet; thence North 14°40' East 4,898 feet to the end of traverse "A" being a point in the Southeast ¼ of the Southeast ¼ of Section 30, Township 10 North, Range 23 East, M.D.B.&M., which is the beginning point of traverse "B" above mentioned; said point lines North 14°40' East 822 feet from an intersection with the South boundary of Section 30 at a point North 88°30' West 417 feet from the Southeast corner of Section 30, Township 10 North, Range 23 East, M.D.B.&M.

EXCEPTING THEREFROM that portion described in the Final Order of Condemnation filed in the First Judicial District Court of the State of Nevada, in and for the County of Douglas on July 22, 1965, as Case No. 2251, recorded July 22, 1965 in Book 33, Page 85.

Traverse Line "B" above referenced to is described as follows:



TOWNSHIP 10 NORTH, RANGE 23 EAST, M.D.B.&M.

Beginning at the said last mentioned point at the end of traverse "A", thence North 82°56' West 9,062.0 feet, ending across Walker River near the end of Topaz Lake outlet canal and 100 feet South of the Center line thereof, thence North 450 feet, thence South 56°7' West 566 feet; thence South 65°21' West 2,879.3 feet, thence South 81°55' West 611.3 feet; thence North 86°47' West 5,991.0 feet.

PARCEL 4:

All that certain lot, piece or parcel of land situate in the Southeast ¼ of Section 12, Township 10 North, Range 22 East, Douglas County, Nevada, described as follows:

Parcels 3 and 4, as set forth on that certain Parcel Map for Gregory and Schoch, et al filed for record in the office of the County Recorder of Douglas County, State of Nevada, in Book 879, Page 207, as Document No. 35156.

APN: 1022-12-002-015 and 1022-12-002-016

PARCEL 5:

The Northeast ¼ of the Southwest ¼ of Section 17, Township 10 North, Range 23 East, M.D.B.&M.

APN: 1023-17-000-011

Document Number 711223 is provided pursuant to the requirements of Section 1.NRS 111.312.



EXHIBIT "B"

BENEFICIARY PERCENTAGE INTEREST

MND, LTD., as to an undivided 28.5714% interest (\$900,000.00), RAMSDEN PROPERTIES, LTD., as to an undivided 12.6984% interest (\$400,000.00), LAGUNAK, INC., as to an undivided 9.5238% interest (\$300,000.00), JESUS E. REY and MARY J. REY, Co-Trustees of the JESUS E. REY AND MARY E. REY FAMILY TRUST U/D/T 01-25-94, as to an undivided 9.5238% interest (\$300,000.00), CARLOS IRIBARREN and ISABEL R. IRIBARREN, Co-Trustees of the CARLOS IRIBARREN AND ISABEL R. IRIBARREN FAMILY TRUST U/D/T 04-13-94, as to an undivided 6.3492% interest (\$200,000.00), MORRIS GREGORY, an unmarried man, as to an undivided 6.3492% interest (\$200,000.00), LEE IVEY and KAREN IVEY, as trustees of the DECLARATION OF TRUST dated September 17, 1982, as to an undivided 3.1746% interest (\$100,000.00), STACY SCHLUTSMEYER, an unmarried woman, as to an undivided 4.7619% interest (\$150,000.00), REMO OSMETTI and CINDY OSMETTI, Trustees of the OSMETTI FAMILY TRUST, as to an undivided 3.1746% interest (\$100,000.00), DONNA SCHLUTSMEYER, an unmarried woman, as to an undivided 3.1746% interest (\$100,000.00), MARK SCHLUTSMEYER and TERESA SCHLUTSMEYER, husband and wife, as to an undivided 3.1746% interest (\$100,000.00), MEGAN HARVEY, an unmarried woman, as to an undivided 3.1746% interest (\$100,000.00), CAROLYN STROSNIDER, Trustee of the STROSNIDER SURVIVOR'S TRUST, as to an undivided 6.3492% interest (\$200,000.00)



EXHIBIT "C"

**LEGAL DESCRIPTION OF
ORIGINAL LOAN PROPERTY TO BE RELEASED**

COPY



SCHEDULE 3

RELEASED PARCEL LEGAL DESCRIPTION

**LEGAL DESCRIPTION
FOR
FFR PARCEL**

All that certain real property being a part of Sections 24, 25, and 26 of Township 10 North, Range 22 East, M.D.M. and Sections 19, 20, and 30 of Township 10 North, Range 23 East, M.D.M., County of Douglas, State of Nevada, being more particularly described as follows:

COMMENCING at the Southeast corner of Section 13 Township 10 North, Range 22 East, M.D.M.;

THENCE S84°18'07"E, 1201.23 feet to the **TRUE POINT OF BEGINNING**;

- 1) **THENCE** S00°00'08"W, 2580.59 feet;
- 2) **THENCE** S88°03'25"E, 3971.00 feet;
- 3) **THENCE** S89°57'25"E, 2595.42 feet;
- 4) **THENCE** S01°50'49"E, 3150.15 feet;
- 5) **THENCE** S80°01'37"W, 2695.10 feet;
- 6) **THENCE** S00°09'38"E, 4540.44 feet;
- 7) **THENCE** N83°23'57"W, 6621.78 feet;
- 8) **THENCE** N00°25'59"E, 1327.67 feet;
- 9) **THENCE** N89°47'03"W, 1314.60 feet;
- 10) **THENCE** S00°01'49"W, 923.28 feet;
- 11) **THENCE** N82°54'41"W, 811.57 feet;
- 12) **THENCE** N09°42'09" W, 459.27 feet;
- 13) **THENCE** S69°22'58"W, 4419.69 feet;
- 14) **THENCE** N89°50'31"W, 2838.63 feet;
- 15) **THENCE** N01°34'52"W, 3287.68 feet;
- 16) **THENCE** S89°59'13" E, 1326.88 feet;



- 17) **THENCE** N80°21'35"E, 1822.36 feet to the southern boundary of an existing agricultural field;
- 18) **THENCE** S79°50'23"E, 4071.10 feet along the southern boundary of said agricultural field to the eastern boundary of said agricultural field;
- 19) **THENCE** N22°45'06"E, 1443.67 feet along the eastern boundary of said agricultural field to the northern boundary of said agricultural field;
- 20) **THENCE** N80°00'28"W, 981.08 feet along the northern boundary of said agricultural field to the centerline of Walker River Road;
- 21) **THENCE** N19°50'45" E, 1593.10 feet along the centerline of Walker River Road;
- 22) **THENCE** N38°33'20"E, 715.56 feet along the centerline of Walker River Road;
- 23) **THENCE** N41°02'42"E, 1647.35 feet along the centerline of Walker River Road;
- 24) **THENCE** N60°35'22"E, 1221.84 feet along the centerline of Walker River Road;
- 25) **THENCE** N53°01'32"E, 1968.03 feet along the centerline of Walker River Road;

THENCE N51°10'05"E, 487.33 feet to the **TRUE POINT OF BEGINNING**;

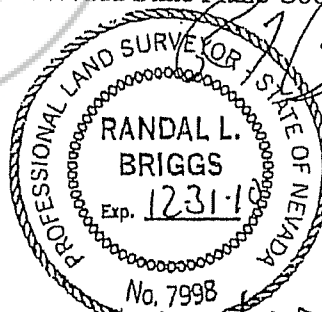
CONTAINING 2033.23 acres more or less,

See Exhibit "B" attached hereto, and made a part hereof.

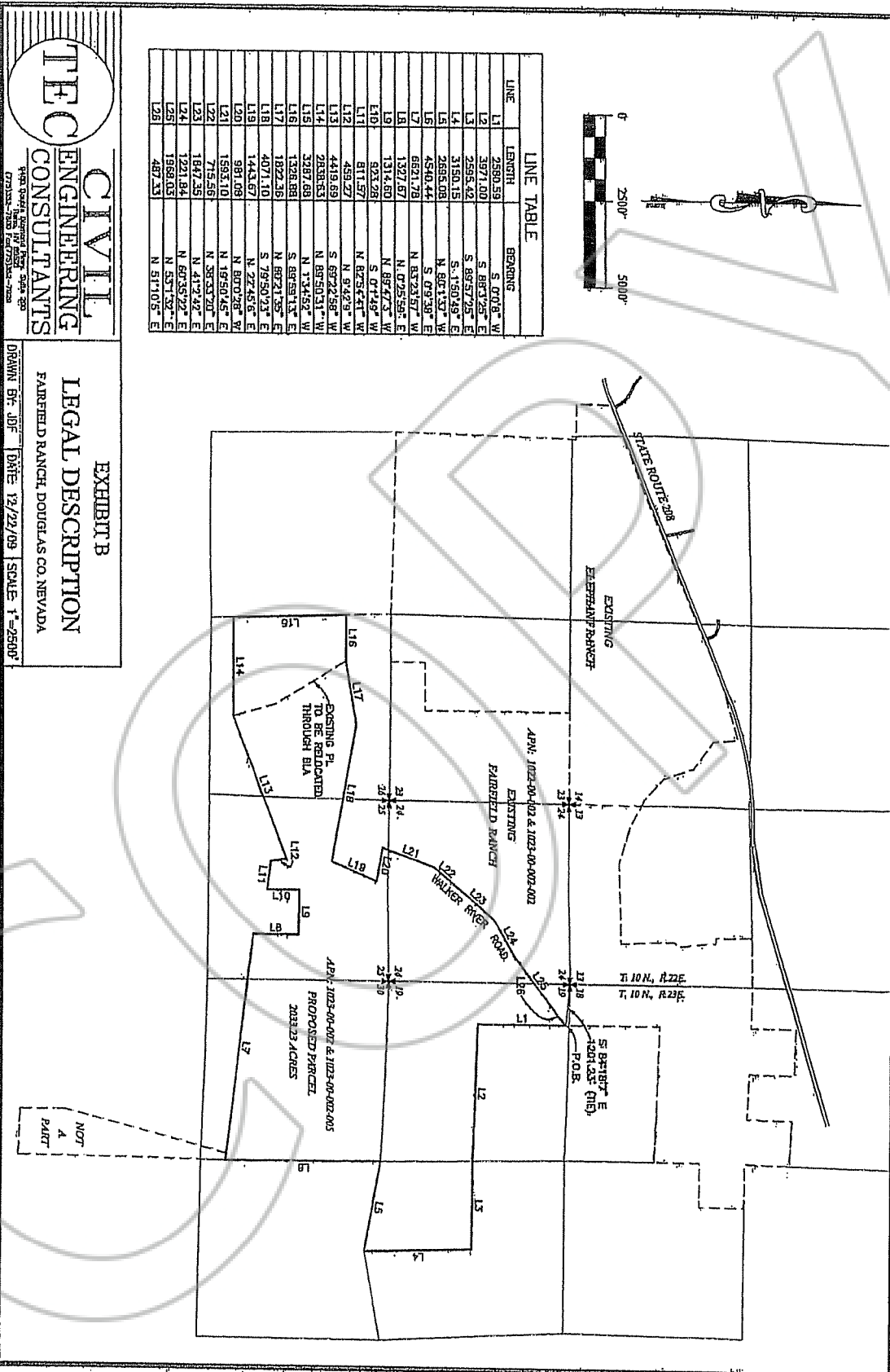
The basis of bearings for the legal description is Nevada State Plane Coordinate System NAD 83/94.

This Legal Description Written by:

Randal L. Briggs, PLS
TEC Engineering Consultants
9480 Double Diamond Parkway Suite #200
Reno, Nevada 89521



12/23/09



LINE	LENGTH	BEARING
L1	2590.59	S 07°08' W
L2	3971.00	S 88°32'25" E
L3	2595.42	S 89°57'25" E
L4	3150.15	S 1°50'48" E
L5	2665.08	N 60°11'57" W
L6	4540.44	S 07°39" E
L7	6621.78	N 83°23'57" W
L8	1307.67	N 07°05'56" E
L9	1314.60	N 88°47'37" W
L10	903.28	S 07°14'48" W
L11	811.57	N 82°34'41" W
L12	459.27	N 9°42'9" W
L13	4419.89	S 65°22'58" W
L14	2658.83	N 83°50'31" W
L15	3287.88	N 1°34'52" W
L16	1328.88	S 89°59'13" E
L17	1822.36	N 89°21'35" E
L18	4071.10	S 79°50'93" E
L19	1443.67	N 22°48'6" E
L20	981.08	N 80°0'28" W
L21	1593.10	N 19°50'45" E
L22	715.56	N 38°33'20" E
L23	1847.35	N 41°2'42" E
L24	1221.84	N 60°35'22" E
L25	1969.05	N 53°1'32" E
L26	487.33	N 51°10'5" E

TFC CIVIL ENGINEERING CONSULTANTS
 4945 KAYE BLVD SUITE 200
 LAS VEGAS, NV 89120
 (702) 335-7188 FAX (702) 335-7189

EXHIBIT B LEGAL DESCRIPTION
 FAIRFIELD RANCH, DOUGLAS CO, NEVADA
 DRAWN BY: JDF DATE: 12/22/09 SCALE: 1"=2500'

NOT A PART



PARCEL 2:

TOWNSHIP 10 NORTH, RANGE 23 EAST, M.D.B.&M.

Section 17: Southeast ¼ of the Northeast ¼; Fractional East ½ of the Southeast ¼ lying above the 5010 foot contour line of Hoye Canyon Reservoir.

APN: 1023-17-000-013

PARCEL 3:

Section 31: Township 10 North, Range 23 East, M.D.B. & M.; Fractional East ½ of West ½ of Southeast ¼ lying East of a traverse Line "A" hereinafter described; Fractional East ½ lying East of traverse Line "A" hereinafter described.

APN: 1023-00-002-005

Traverse Line "A" above referred to is described as follows:

TOWNSHIP 10 NORTH, RANGE 23 EAST, M.D.B.&M.

Commencing at a point which lies South 14°4' West 714.3 feet from the West quarter corner of Section 19, Township 9 North, Range 23 East, M.D.B.&M., thence along the fence known as the East fence of the Lancaster Field North 5°20' East 15,333.0 feet; thence West 208.0 feet; thence North 0°22' West 4,294.0 feet, thence the Northeast corner of Section 1, Township 9 North, Range 22 East, M.D.B.&M., bears South 87°22' West 1,216.0 feet; thence South 88°5' East 2,000 feet; thence North 88°44' East 604.0 feet; thence North 2°58' West 1,125.5 feet; thence North 14°40' East 4,898 feet to the end of traverse "A" being a point in the Southeast ¼ of the Southeast ¼ of Section 30, Township 10 North, Range 23 East, M.D.B.&M., which is the beginning point of traverse "B" above mentioned; said point lines North 14°40' East 822 feet from an intersection with the South boundary of Section 30 at a point North 88°30' West 417 feet from the Southeast corner of Section 30, Township 10 North, Range 23 East, M.D.B.&M.

EXCEPTING THEREFROM that portion described in the Final Order of Condemnation filed in the First Judicial District Court of the State of Nevada, in and for the County of Douglas on July 22, 1965, as Case No. 2251, recorded July 22, 1965 in Book 33, Page 85.

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Beginning at the said last mentioned point at the end of traverse "A", thence North 82°56' West 9,062.0 feet, ending across Walker River near the end of Topaz Lake outlet canal and 100 feet South of the Center line thereof, thence North 450 feet, thence South 56°7' West 566 feet; thence South 65°21' West 2,879.3 feet, thence South 81°55' West 611.3 feet; thence North 86°47' West 5,991.0 feet.

DOCUMENT NO. 711223 IS PROVIDED PER NRS 111.312.