



APN: 1320-29-501-001
RPTT: \$ 676.65

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

Vista Sierra, LLC
Attn: Lou Borrego
2665 West Lakeridge Shores
Reno, Nevada 89519

MAIL TAX STATEMENTS TO:

Vista Sierra, LLC
Attn: Lou Borrego
2665 West Lakeridge Shores
Reno, Nevada 89519

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

Celso #121-2422389-MUR

(Above Space For Recorder's Use Only)

GRANT, BARGAIN AND SALE DEED

THIS INDENTURE made May 4, 2012, at the County of Douglas, State of Nevada, by and between **ATC REALTY SIXTEEN, INC., a California corporation** ("Grantor"), and **VISTA SIERRA, LLC, a Nevada limited liability company** ("Grantee"), whose mailing address is as follows: 2665 West Lakeridge Shores, Reno, Nevada 89519.

THIS INDENTURE WITNESSETH: That for a good and valuable consideration paid to GRANTOR by the GRANTEE, the receipt of which is hereby acknowledged by GRANTOR, GRANTOR, by these presents grants, bargains, sells and conveys to GRANTEE and to GRANTEE'S successors and assigns of such GRANTEE forever, all right, title and interest in and to that certain real property situated in the County of Douglas, State of Nevada bounded and described as follows:

SEE EXHIBIT A ATTACHED HERETO

TOGETHER WITH, ALL AND SINGULAR, the tenements, hereditaments and appurtenances belonging, or in anywise appertaining, to the real property and the reversion and reversions, remainder and remainders, rents, issues and profits thereof (collectively, the "Property").

TO HAVE AND TO HOLD, the Property unto GRANTEE, and to GRANTEE'S heirs, and successors and assigns forever.

SUBJECT TO:

1. This conveyance is subject to non-delinquent taxes and assessments, and all matters of record and off-record affecting the Property, including without limitation matters which could be



ascertained by an inspection or survey of the Property. Grantor disclaims any and all express or implied warranties regarding the Property.

2. Reference is hereby made to that certain Purchase and Sale Agreement by and between Grantor and Wells Fargo Bank, National Association ("Co-Seller"), as Sellers, and Grantee, as Buyer, dated on or about April 2, 2012 (as amended, the "Purchase Agreement"). Grantee in accepting this Deed and the conveyance hereunder (but without modifying the releases, disclaimers, and acknowledgements set forth in the Purchase Agreement), does hereby agree and confirm for the benefit of Grantor and Co-Seller that (i) neither Grantor nor Co-Seller have made any representations or warranties, express or implied, or arising by operation of law, including, but not limited to, any warranty as to condition, merchantability or fitness for a particular use or purpose, with respect to the Property or any matter related thereto; and (ii) Grantor and Co-Seller are each released by Grantee from all rights, claims and actions that Grantee may have or acquire against Grantor or Co-Seller, whether known or unknown, foreseen or unforeseen, present or future, which arise out of or are in any way connected with (1) the physical condition of the Property, including any buildings or other improvements included in the Property, (2) the presence of Hazardous Materials on, under or about the Property (including but not limited to any undiscovered Hazardous Materials located beneath the surface of the Property), or (3) violations of any Hazardous Materials Laws pertaining to the Property or the activities thereon. For purposes hereof, "Hazardous Materials" shall mean oil and other petroleum products, flammable explosives, asbestos, urea formaldehyde insulation, radioactive materials, hazardous wastes, toxic or contaminated substances or similar materials, including, without limitation, any substances which are "hazardous substances," "hazardous wastes," "hazardous materials" or "toxic substances" under any past, present or future state or federal law, ordinance or regulation.

3. Each and all of the obligations, acknowledgments, waivers and releases of Grantee referenced above shall be covenants running with the Property, it being understood that said obligations, acknowledgments, waivers and releases will automatically pass to and be binding upon Grantee's successors in title in the above-described property, whether such successors acquire title by foreclosure or otherwise, and shall be binding upon the Grantee above named as well as Grantee's devisees, executors, administrators, successors and assigns.

Dated: May 4, 2012.

Grantor:

ATC Realty Sixteen, Inc.,
a California corporation

By: Kevin Wieland
Name: Kevin Wieland
Title: Vice President

Grantee:

Vista Sierra, LLC,
a Nevada limited liability company

By: _____
Name: _____
Title: _____



ascertained by an inspection or survey of the Property. Grantor disclaims any and all express or implied warranties regarding the Property.

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Dated: May 04, 2012.

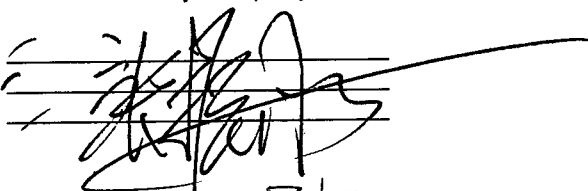
Grantor:

ATC Realty Sixteen, Inc.,
a California corporation

By: _____
Name: _____
Title: _____

Grantee:

Vista Sierra, LLC,
a Nevada limited liability company

By: 
Name: _____
Title: _____
Zhengang Zhang
Its: Manager



ACKNOWLEDGMENT

STATE OF CALIFORNIA)
)
County of Los Angeles)

On May 4, 2012, before me, Iliana Soraya Parra a Notary Public, personally appeared Kevin Wieland who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal:

[Signature]

Signature of Notary



(Affix seal here)

STATE OF _____)
)ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2012, by _____ as _____ of Vista Sierra, LLC, a Nevada limited liability company.

Notary Public
My Commission Expires: _____



STATE OF NEW YORK

COUNTY OF QUEENS

On the 4th day of May in the year 2012 before me, the undersigned, personally appeared Zhengang Zhang, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity (ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

Printed Name: Mark Shih Yi Chang

My Commission Expires:

08/28/14

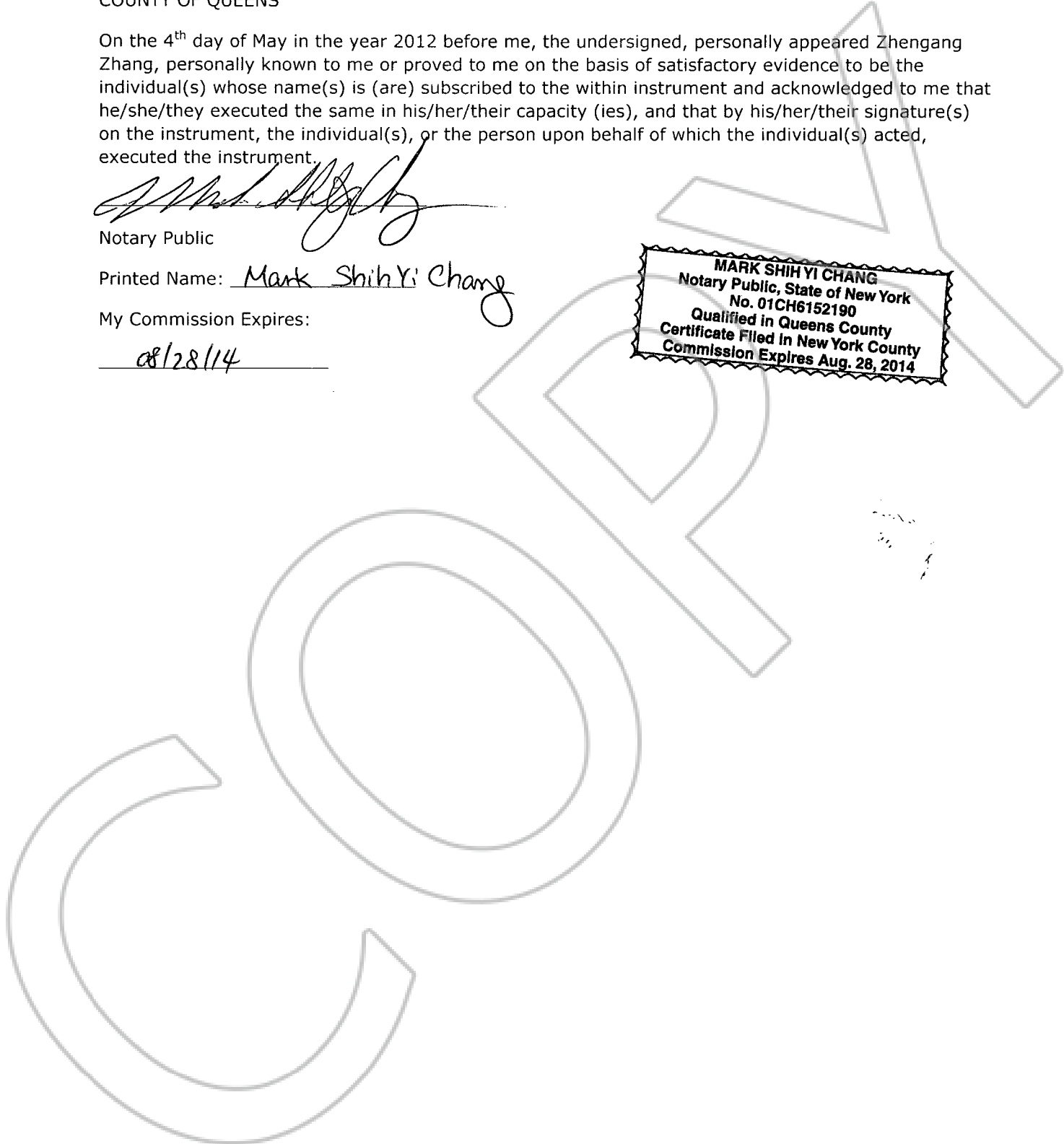




Exhibit A to Grant Deed

Legal Description of Property

THAT CERTAIN REAL PROPERTY IN THE COUNTY OF DOUGLAS AND STATE OF NEVADA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LOCATED WITHIN PORTIONS OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF SECTION 20 AND THE NORTHEAST ONE-QUARTER (NE 1/4) OF SECTION 29, TOWNSHIP 13 NORTH, RANGE 20 EAST, MOUNT DIABLO MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SECTION 29, TOWNSHIP 13 NORTH, RANGE 20 EAST, M.D.M., AS SHOWN ON THE AMENDED RECORD OF SURVEY FOR BENTLY NEVADA CORPORATION RECORDED JUNE 16, 1988 IN THE OFFICE OF RECORDER, DOUGLAS COUNTY, NEVADA AS DOCUMENT NO. 180280 AND BEING THE SOUTHWEST CORNER OF ADJUSTED PARCEL 32B AS SHOWN ON THE RECORD OF SURVEY TO SUPPORT A BOUNDARY LINE ADJUSTMENT FOR PARK CATTLE COMPANY RECORDED SEPTEMBER 28, 2004 IN SAID OFFICE OF RECORDER AS DOCUMENT NO. 625243;

THENCE ALONG THE WESTERLY LINE OF SAID ADJUSTED PARCEL 32B, NORTH 00°41'53" EAST, 1540.34 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID WESTERLY LINE, NORTH 00°41'53" EAST, 1111.05 FEET TO A 5/8" REBAR WITH TAG RLS 3579, THE NORTH ONE-QUARTER CORNER OF SAID SECTION 29;

THENCE ALONG THE NORTH LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 29, SOUTH 89°13'25" EAST, 15.06 FEET TO A 5/8" REBAR NO TAG;
THENCE ALONG THE WESTERLY LINE OF SAID ADJUSTED PARCEL 32B, NORTH 00°48'57" EAST, 395.60 FEET;

THENCE ALONG THE NORTHERLY LINE OF SAID ADJUSTED PARCEL 32B, SOUTH 89°30'10" EAST, 1629.81 FEET;

THENCE ALONG THE EASTERLY LINE OF SAID ADJUSTED PARCEL 32B, SOUTH 00°30'17" WEST, 403.54 FEET TO A POINT ON SAID NORTH LINE OF THE NORTHEAST ONE-QUARTER OF SECTION 29;

THENCE CONTINUING ALONG SAID EASTERLY LINE OF ADJUSTED PARCEL 32B, SOUTH 00°30'17" WEST, 1117.02 FEET TO A POINT ON THE NORTHERLY LINE OF PHASE 1 OF THE YET TO BE RECORDED FINAL SUBDIVISION MAP FOR MONTERRA;

THENCE ALONG SAID NORTHERLY LINE OF PHASE 1 THE FOLLOWING COURSES:

- NORTH 89°29'43" WEST, 123.00 FEET;
- NORTH 00°30'17" EAST, 12.61 FEET;
- NORTH 89°29'43" WEST, 1181.67 FEET;
- ALONG THE ARC OF A CURVE TO THE RIGHT, NON-TANGENT TO THE PRECEDING COURSE, HAVING A RADIUS OF 28.00 FEET, CENTRAL ANGLE OF 25°13'15", ARC LENGTH OF 12.33 FEET, AND CHORD BEARING AND DISTANCE OF SOUTH 12°06'21" EAST, 12.23 FEET;
- SOUTH 00°30'17" WEST, 69.71 FEET; ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 28.00 FEET, CENTRAL ANGLE OF 90°00'00", ARC LENGTH OF 43.98 FEET, AND CHORD BEARING AND DISTANCE OF SOUTH 45°30'17" WEST, 39.60 FEET;



NORTH 89°29'43" WEST, 176.55 FEET;
NORTH 79°54'13" WEST, 9.72 FEET;
NORTH 00°41'53" EAST, 13.18 FEET;
NORTH 79°54'13" WEST, 13.72 FEET;
ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 201.50 FEET, CENTRAL
ANGLE OF 05°21'14" ARC LENGTH OF 18.83 FEET, AND CHORD BEARING AND DISTANCE OF
NORTH 82°34'50" WEST, 18.82 FEET; ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A
RADIUS OF 24.50 FEET, CENTRAL ANGLE OF 85°57'20", ARC LENGTH OF 36.76 FEET, AND
CHORD BEARING AND DISTANCE OF NORTH 42°16'47" WEST, 33.40 FEET;

NORTH 00°41'53" EAST, 66.69 FEET;
NORTH 89°18'07" WEST, 80.00 FEET TO THE POINT OF BEGINNING.

REFERENCE IS MADE TO REMAINDER PARCEL AS SHOWN ON FINAL SUBDIVISION MAP,
PLANNED UNIT DEVELOPMENT, PD 02-05 FOR MONTERRA 1, RECORDED AUGUST 24, 2005, IN
BOOK 0805, PAGE 11150, DOCUMENT NO. 653145.

NOTE: THE ABOVE METES AND BOUNDS DESCRIPTION APPEARED PREVIOUSLY IN THAT
CERTAIN DOCUMENT RECORDED JANUARY 23, 2012 IN BOOK 112, PAGE 3824 AS INSTRUMENT
NO. 796175 OF OFFICIAL RECORDS, DOUGLAS COUNTY, NEVADA.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE COUNTY OF DOUGLAS BY
INSTRUMENT RECORDED DECEMBER 8, 2009 AS DOCUMENT NO. 755193 OF OFFICIAL
RECORDS.