



KAREN ELLISON, RECORDER

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Paul M Sayegh - 1212-446-5007
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Paul M Sayegh, Esq LeClairRyan P.C 830 Third Avenue- 5th Floor New York, New York 10022

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME Carson Valley Center LLC				
OR	1b. INDIVIDUAL'S SURNAME			
	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
c/o Kroenke Group 211 N Stadium Blvd	Columbia	MO	65201	USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME			
	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME Deutsche Bank Trust Company Americas				
OR	3b. INDIVIDUAL'S SURNAME			
	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
345 Park Avenue 14th Floor	New York	NY	10154	USA

4. COLLATERAL: This financing statement covers the following collateral:
See Attached A attached hereto for a description of the Collateral

5. Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, item 17 and Instructions) <input type="checkbox"/> being administered by a Decedent's Personal Representative	
6a. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility	
6b. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing	
7. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> Lessee/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licenser	

8. OPTIONAL FILER REFERENCE DATA:
File with Clerk's office of Douglas County, State of Nevada

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here

9a. ORGANIZATION'S NAME Carson Valley Center LLC	
OR	
9b. INDIVIDUAL'S SURNAME	
FIRST PERSONAL NAME	
ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a. ORGANIZATION'S NAME				
OR				
10b. INDIVIDUAL'S SURNAME				
INDIVIDUAL'S FIRST PERSONAL NAME				
INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)				SUFFIX
10c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

11. ADDITIONAL SECURED PARTY'S NAME or ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME				
OR				
11b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

13. This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT:

covers timber to be cut covers as-extracted collateral is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):

16. Description of real estate:

**The Real Property located at
911 Topsy Lane Carson City
County of Douglas
State of Nevada**

17. MISCELLANEOUS:

SCHEDULE A

to
UCC-1 Financing Statement
from
CARSON VALLEY CENTER, L.L.C. (the "Debtor")
to
DEUTSCHE BANK TRUST COMPANY AMERICAS (the "Secured Party")

1. **Grant of Security Interest:** The Debtor irrevocably grants, bargains, sells and conveys to Trustee the Mortgaged Premises, with power of sale and right of entry, subject only to the Permitted Encumbrances, to have and to hold the Mortgaged Premises to Trustee, its successors in trust, and Trustee's assigns forever, and Debtor does hereby bind itself, its successors, and its assigns to warrant and forever defend the title to the Mortgaged Premises to Trustee against anyone lawfully claiming it or any part of it; provided, however, that if the Indebtedness under the Tranche A Note is paid in full as and when it becomes due and payable and the Obligations under the Tranche A Note are performed on or before the date they are to be performed and discharged, then the liens, security interests, estates, and rights granted by the Security Instrument shall terminate; otherwise, they shall remain in full force and effect. As additional security for the full and timely payment of the Indebtedness under the Tranche A Note and the full and timely performance and discharge of the Obligations under the Tranche A Note, Debtor grants to Secured Party a security interest in the Personalty, Fixtures, Leases, and Rents under Article Nine of the Uniform Commercial Code in effect in the State of Nevada. Debtor further grants, bargains, conveys, assigns, transfers, and sets over to Trustee, acting as both a trustee and an agent for Secured Party under the Security Instrument, a security interest in and to all of Debtor's right, title, and interest in, to, and under the Personalty, Fixtures, Leases, Rents, and Mortgaged Premises (to the extent characterized as personal property) to secure the full and timely payment of the Indebtedness under the Tranche A Note and the full and timely performance and discharge of the Obligations under the Tranche A Note.

2. **Additional Definitions.** In addition to the terms defined below, capitalized terms used herein without definition shall have the same meanings set forth in the Agreement (hereinafter defined) and the Security Instrument (hereinafter defined).

"**Agreement**" means that certain Term Loan Agreement, dated as of December 1, 2010, by and between Debtor and Secured Party (as same may be amended, supplemented, renewed, extended, replaced, or restated from time to time).

"**Fixtures**" means all right, title, and interest of Debtor in and to all materials, supplies, equipment, apparatus, and other items now or later attached to, installed on or in the Land or the Improvements, or that in some fashion are deemed to be fixtures to the Land or Improvements under the laws of the State of Nevada, including the Uniform Commercial Code as adopted and enacted by the State of Nevada. "Fixtures" includes, without limitation, all items of Personalty to the extent that they may be deemed Fixtures under Legal Requirement.

"**Impositions**" means all real estate and personal property taxes, water, gas, sewer, electricity, and other utility rates and charges; charges imposed under any subdivision, planned unit development, or condominium declaration or restrictions; charges for any easement, license,

or agreement maintained for the benefit of the Mortgaged Premises, and all other taxes, charges, and assessments and any interest, costs, or penalties of any kind and nature that at any time before or after the execution of the Security Instrument may be assessed, levied, or imposed on the Mortgaged Premises or on its ownership, use, occupancy, or enjoyment.

"Improvements" means all right, title and interest of Debtor in and to any and all buildings, structures, improvements, fixtures, and appurtenances now and later placed on the Mortgaged Premises, including, without limitation, all apparatus and equipment, whether or not physically affixed to the land or any building, which is used to provide or supply air cooling, air conditioning, heat, gas, water, light, power, refrigeration, ventilation, laundry, drying, dish washing, garbage disposal, or other services; and all elevators, escalators, and related machinery and equipment, fire prevention and extinguishing apparatus, security and access control apparatus, partitions, ducts, compressors, plumbing, ovens, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains, curtain rods, mirrors, cabinets, paneling, rugs, attached floor coverings, furniture, pictures, antennas, pools, spas, pool and spa operation and maintenance equipment and apparatus, and trees and plants located on the Mortgaged Premises, all of which, including replacements and additions, shall conclusively be deemed to be affixed to and be part of the Mortgaged Premises conveyed to Trustee under the Security Instrument.

"Indebtedness" means the principal of, interest on, and all other amounts and payments due under or evidenced by the following:

- (a) The Tranche A Note (including, without limitation, the prepayment premium, late payment, and other charges payable under the Tranche A Note);
- (b) The Security Instrument and all other Tranche A Loan Documents;
- (c) All funds later advanced by Secured Party to or for the benefit of Debtor under the Tranche A Note;
- (d) Any future loans or amounts advanced by Secured Party to Debtor when evidenced by a written instrument or document that specifically recites that the Obligations evidenced by such document are secured by the terms of the Security Instrument, including, but not limited to, funds advanced to protect the security or priority of the Security Instrument; and
- (e) Any amendment, modification, extension, rearrangement, restatement, renewal, substitution, or replacement of any of the foregoing.

"Land" The real estate or any interest in it located in the City of Carson, County of Douglas, State of Nevada (collectively, the **"Property"**) more particularly described in **Exhibit A** attached hereto and attached to the Security Instrument and made a part of it, together with all Improvements and Fixtures and all rights, titles, and interests appurtenant to it.

"Legal Requirement" means, collectively, all international, foreign, federal, state and local statutes, treaties, rules, guidelines, regulations, ordinances, codes and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any

Governmental Authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, court orders, decrees, directed duties, licenses, authorizations and permits of, and agreements with, any Governmental Authority.

"Leases" means any and all leases, subleases, occupancy agreements or grants of other possessory interests, whereby Debtor acts as the lessor, sublessor, licensor, grantor or in another similar capacity, now or hereafter in force, oral or written, covering or affecting the Mortgaged Premises or Improvements, or any part thereof, together with all rights, powers, privileges, options and other benefits of Debtor thereunder and any and all guaranties of the obligations of the lessees, sublessees, occupants, and grantees thereunder, as such leases, subleases, occupancy agreements or grants may be extended, renewed, modified or replaced from time to time (exclusive of any ground lease having Debtor as ground lessee).

"Loan" means the loan in the maximum amount of Forty-Seven Million Five Hundred Thousand and 00/100 Dollars (\$47,500,000.00) to be made by Secured Party to Debtor pursuant to and in accordance with the terms and conditions of the Agreement.

"Loan Documents" means, collectively, the Security Instrument, the Notes, and all other instruments and agreements required to be executed by Debtor or any guarantor in connection with the Loan.

"Manager" means TKG Management, Inc., a Missouri corporation.

"Mortgaged Premises" means The Land, Impositions, Improvements, Fixtures, Personalty, Leases, and Rents, together with:

(a) All right, title, and interest (including any claim or demand or demand in law or equity) that Debtor now has or may later acquire in or to such Mortgaged Premises; all easements, rights, privileges, tenements, hereditaments, and appurtenances belonging or in any way appertaining to the Mortgaged Premises; all of the estate, right, title, interest, claim, demand, reversion, or remainder of Debtor in or to the Mortgaged Premises, either at law or in equity, in possession or expectancy, now or later acquired; all crops growing or to be grown on the Mortgaged Premises; all development rights or credits and air rights; all water and water rights (whether or not appurtenant to the Mortgaged Premises) and shares of stock pertaining to such water or water rights, ownership of which affects the Mortgaged Premises; all minerals, oil, gas, and other hydrocarbon substances and rights thereto in, on, under, or upon the Mortgaged Premises and all royalties and profits from any such rights or shares of stock; all right, title, and interest of Debtor in and to any streets, ways, alleys, strips, or gores of land adjoining the Land or any part of it that Debtor now owns or at any time later acquires and all adjacent lands within enclosures or occupied by buildings partly situated on the Mortgaged Premises;

(b) All intangible Mortgaged Premises and rights relating to the Mortgaged Premises or its operation or used in connection with it, including, without limitation, permits, licenses, plans, specifications, construction contracts, subcontracts, bids,

deposits for utility services, installations, refunds due Debtor, trade names, trademarks, and service marks;

(c) All of the right, title, and interest of Debtor in and to the land lying in the bed of any street, road, highway, or avenue in front of or adjoining the Land;

(d) Any and all awards previously made or later to be made by any Governmental Authority to the present and all subsequent owners of the Mortgaged Premises that may be made with respect to the Mortgaged Premises as a result of the exercise of the right of eminent domain, the alteration of the grade of any street, or any other injury to or decrease of value of the Mortgaged Premises, which award or awards are assigned to Secured Party and Secured Party, at its option, is authorized, directed, and empowered to collect and receive the proceeds of any such award or awards from the authorities making them and to give proper receipts and acquittances for them, and to apply them as provided in the Agreement;

(e) All certificates of deposit of Debtor in Secured Party's possession and all bank accounts of Debtor with Secured Party and their proceeds and all deposits of Debtor with any Governmental Authority and/or public utility company only as the foregoing relate to the ownership of the Mortgaged Premises;

(f) All Leases of the Mortgaged Premises or any part of it now or later entered into and all right, title, and interest of Debtor under such Leases, including cash or securities deposited by the tenants to secure performance of their obligations under such Leases (whether such cash or securities are to be held until the expiration of the terms of such Leases or applied to one or more of the installments of rent coming due immediately before the expiration of such terms), all rights to all insurance proceeds and unearned insurance premiums arising from or relating to the Mortgaged Premises, all other rights and easements of Debtor now or later existing pertaining to the use and enjoyment of the Mortgaged Premises, and all right, title, and interest of Debtor in and to all declarations of covenants, conditions, and restrictions as may affect or otherwise relate to the Mortgaged Premises;

(g) Any and all proceeds of any insurance policies covering the Mortgaged Premises, whether or not such insurance policies were required by Secured Party as a condition of making the loan secured by the Security Instrument or are required to be maintained by Debtor as provided below in the Security Instrument; which proceeds are assigned to Secured Party, and Secured Party, at its option, is authorized, directed, and empowered to collect and receive the proceeds of such insurance policies from the insurers issuing the same and to give proper receipts and acquittances for such policies, and to apply the same as provided below;

(h) If the Mortgaged Premises includes a leasehold estate, all of Debtor's right, title, and interest in and to the lease, more particularly described in Exhibit A attached hereto and attached to the Security Instrument (the "Leasehold") including, without limitation, the right to surrender, terminate, cancel, waive, change, supplement, grant subleases of, alter, or amend the Leasehold;

(i) All plans and specifications for the Improvements; all contracts and subcontracts relating to the Improvements; all deposits (including tenants' security deposits; provided, however, that if Secured Party acquires possession or control of tenants' security deposits Secured Party shall use the tenants' security deposits only for such purposes as Legal Requirement permit), funds, accounts, contract rights, instruments, documents, general intangibles, and notes or chattel paper arising from or in connection with the Land or other Mortgaged Premises; all permits, licenses, certificates, and other rights and privileges obtained in connection with the Land or other Mortgaged Premises; all soils reports, engineering reports, land planning maps, drawings, construction contracts, notes, drafts, documents, engineering and architectural drawings, letters of credit, bonds, surety bonds, any other intangible rights relating to the Land and Improvements, surveys, and other reports, exhibits, or plans used or to be used in connection with the construction, planning, operation, or maintenance of the Land and Improvements and all amendments and modifications; all proceeds arising from or by virtue of the sale, lease, grant of option, or other disposition of all or any part of the Land, Fixtures, Personalty, or other Mortgaged Premises (consent to same is not granted or implied); and all proceeds (including premium refunds) payable or to be payable under each insurance policy relating to the Land, Fixtures, Personalty, or other Mortgaged Premises;

(j) All trade names, trademarks, symbols, service marks, and goodwill associated with the Mortgaged Premises and any and all state and federal applications and registrations now or later used in connection with the use or operation of the Mortgaged Premises;

(k) All tax refunds, bills, notes, inventories, accounts and charges receivable, credits, claims, securities, and documents of all kinds, and all instruments, contract rights, general intangibles, bonds and deposits, and all proceeds and products of the Mortgaged Premises, only as the foregoing relate to the ownership of the Mortgaged Premises;

(l) All money or other personal property of Debtor (including, without limitation, any instrument, deposit account, general intangible, or chattel paper, as defined in Article 9 of the Nevada Uniform Commercial Code) previously or later delivered to, deposited with, or that otherwise comes into Secured Party's possession, only as the foregoing relate to the ownership of the Mortgaged Premises;

(m) All accounts, contract rights, chattel paper, documents, instruments, books, records, claims against third parties, money, securities, drafts, notes, proceeds, and other items relating to the Mortgaged Premises, only as the foregoing relate to the ownership of the Mortgaged Premises;

(n) All construction, supply, engineering, and architectural contracts executed and to be executed by Debtor for the construction of the Improvements; and

(o) All proceeds of any of the foregoing.

As used herein, "Mortgaged Premises" is expressly defined as meaning all or, when the context permits or requires, any portion of it and all or, when the context permits or requires, any interest in it.

"Notes" means collectively the Tranche A Note and the Tranche B Note.

"Obligations" means all present and future obligations, direct or indirect, liquidated or contingent and indebtedness of Debtor, owing to Secured Party or any Affiliate of Secured Party under the Agreement or any other Loan Document applicable to Debtor, including, without limitation, obligations under any Swap Contract, and the obligations to pay the indebtedness from time to time evidenced by the Note and obligations to pay interest, fees and charges from time to time owed thereunder or under any other Loan Document.

"Permitted Encumbrances" means, collectively, (a) the Liens and security interests created by the Loan Documents, (b) all Liens listed as exceptions to title in the title insurance policy insuring the lien of the Security Instrument, (c) Liens, if any, for Taxes imposed by any Governmental Authority not yet due or delinquent and (d) such other title and survey exceptions as Secured Party has approved or may approve in writing in Secured Party's sole discretion.

"Personalty" means all of the right, title, and interest of Debtor in and to all tangible and intangible personal property, whether now owned or later acquired by Debtor, including, but not limited to, water rights (to the extent they may constitute personal property), all equipment, inventory, goods, consumer goods, accounts, chattel paper, instruments, money, general intangibles, letter-of-credit rights, deposit accounts, investment property, documents, minerals, crops, and timber (as those terms are defined in the Nevada Uniform Commercial Code) and that are now or at any later time located on, attached to, installed, placed, used on, in connection with, or are required for such attachment, installation, placement, or use on the Land, the Improvements, Fixtures, or on other goods located on the Land or Improvements, together with all additions, accessions, accessories, amendments, modifications to the Land or Improvements, extensions, renewals, and enlargements and proceeds of the Land or Improvements, substitutions for, and income and profits from, the Land or Improvements. The Personalty includes, but is not limited to, all goods, machinery, tools, equipment (including fire sprinklers and alarm systems); building materials, air conditioning, heating, refrigerating, electronic monitoring, entertainment, recreational, maintenance, extermination of vermin or insects, dust removal, refuse and garbage equipment; vehicle maintenance and repair equipment; office furniture (including tables, chairs, planters, desks, sofas, shelves, lockers, and cabinets); safes, furnishings, appliances (including ice-making machines, refrigerators, fans, water heaters, and incinerators); rugs, carpets, other floor coverings, draperies, drapery rods and brackets, awnings, window shades, venetian blinds, curtains, other window coverings; lamps, chandeliers, other lighting fixtures; office maintenance and other supplies; loan commitments, financing arrangements, bonds, construction contracts, leases, tenants' security deposits, licenses, permits, sales contracts, option contracts, lease contracts, insurance policies, proceeds from policies, plans, specifications, surveys, books, records, funds, bank deposits; and all other intangible personal property. Personalty also includes any other portion or items of the Mortgaged Premises that constitute personal property under the Nevada Uniform Commercial Code.

"Rents" means all rents, rent equivalents, moneys payable as damages (including payments by reason of the rejection of a Lease in a bankruptcy proceeding) or in lieu of rent or rent equivalents, royalties (including all oil and gas or other mineral royalties and bonuses), income, fees, receivables, receipts, revenues, deposits (including security, utility and other deposits), accounts, cash, issues, profits, charges for services rendered, and other payment and consideration of whatever form or nature received by or paid to or for the account of or benefit of Debtors, Manager or any of their agents or employees from any and all sources arising from or attributable to the Mortgaged Premises, including all receivables, customer obligations, installment payment obligations and other obligations now existing or hereafter arising or created out of the sale, lease, sublease, license, concession or other grant of the right of the use and occupancy of the Mortgaged Premises or rendering of services by Debtor, Manager or any of their agents or employees and proceeds, if any, from business interruption or other loss of income insurance.

"Secured Party" means Deutsche Bank Trust Company Americas, its successors and assigns.

"Security Instrument" means that certain Deed of Trust, Assignment of Leases and Rents, Fixture Filing and Security Agreement, effective as of December 1, 2010, by and among Debtor and the Trustee for the benefit of the Secured Party (as same may be amended, supplemented, renewed, extended, replaced, or restated from time to time).

"Tranche A Note" means the Tranche A Promissory Note, dated as of December 1, 2010, given by the Debtor in favor of the Secured Party (as same may be amended, supplemented, renewed, extended, replaced, or restated from time to time).

"Tranche B Note" means the Tranche B Promissory Note, dated as of December 1, 2010, given by the Debtor in favor of the Secured Party (as same may be amended, supplemented, renewed, extended, replaced, or restated from time to time).

"Trustee" means Old Republic National Title Insurance Company, licensed in the State of Nevada and having a place of business at 10655 Park Run Drive, Suite 130, Las Vegas, Nevada 89144.

Exhibit "A"
(Legal Description)

All that certain land situate in Douglas County, Nevada and lying within the South Half (S ½) of the Northeast Quarter (NE ¼) of Section 6, Township 14 North, Range 20 East, M.D.B.&M., described as follows:

PARCEL A:

Beginning at a point on the southerly right of way of Topsy Lane from which the center of said Section 6 bears South 39° 39' 12" West a distance of 1693.02 feet; thence with said right of way North 89° 32' 09" a distance of 248.02 feet; thence North 89° 31' 04" East a distance of 45.98 feet; thence departing said right of way South 00° 43' 23" East a distance of 226.11 feet; thence South 89° 16' 37" West a distance of 294.00 feet; thence North 00° 43' 23" West a distance of 227.42 feet to the Point of Beginning.

The above described land is also designated as Parcel A on the Record of Survey recorded October 8, 2002 in Book 1002 at Page 2839 as Document No. 554147.

PARCEL 7:

Beginning at a point on the easterly right of way of Vista Grande Boulevard from which the center of said Section 6 bears South 89° 32' 59" West a distance of 100.01 feet; thence with said right of way North 00° 17' 22" East a distance of 1211.46 feet; thence along a tangent circular curve to the right with a radius of 36.00 feet and a central angle of 89° 14' 47" an arc length of 56.08 feet to a point on the south right of way of Topsy Lane; thence with said right of way North 89° 32' 09" East a distance of 416.38 feet; thence along a tangent circular curve to the left with a radius of 540.00 feet and a central angle of 11° 24' 42" an arc length of 107.55 feet; thence departing said right of way with a non-tangent line South 00° 18' 51" West a distance of 926.02 feet; thence North 89° 32' 49" East a distance of 729.35 feet to a point on the westerly right of way of U.S. Highway 395; thence with said right of way South 07° 48' 25" West a distance of 335.28 feet; thence departing said right of way South 89° 32' 34" West a distance of 27.35 feet; thence South 89° 32' 59" West a distance of 1216.34 feet to the Point of Beginning.

The above described land is also designated as Parcel 7 on the Record of Survey recorded April 3, 2003 in Book 403 at Page 1471 as Document No. 572306.

(Continued)



Exhibit "A" (Continued)
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ADJUSTED PARCEL 8:

Beginning at the northwest corner of Parcel 8, as shown on that certain Record of Survey in support of a Boundary Line Adjustment recorded in Book 403 at Page 1471 as Document No. 572306, said point also being on the southerly right of way of Topsy Lane, from which the center of said Section 6 bears South 27° 46' 02" West a distance of 1427.31 feet; thence with said right of way from a tangent which bears North 78° 07' 28 East, along a circular curve to the left with a radius of 54000 feet and a central angle of 04° 23' 05" an arc length of 41.33 feet; thence North 73° 44' 22" East a distance of 12.15 feet; thence along a tangent circular curve to the right with a radius of 285.50 feet and a central angle of 13° 02' 54" an arc length of 65.02 feet; thence along a tangent circular curve to the left with a radius of 314.50 feet and a central angle of 09° 27' 32" an arc length of 51.92 feet; thence along a tangent circular curve to the right with a radius 446.00 feet and a central angle of 12° 04' 54" an arc length of 94.05 feet; thence along a tangent circular curve to the right with a radius of 26.00 feet and a central angle of 90° 54' 58" an arc length of 41.26 feet; thence with a non-tangent line South 89° 40' 24" East a distance of 42.87 feet; thence departing said right of way South 00° 19' 37" West a distance of 939.45 feet; thence South 89° 32' 43" West a distance of 329.16 feet; thence North 00° 18' 51" East a distance of 926.02 feet to the Point of Beginning.

The above described land is also designated as Parcel 8 on the Record of Survey filed September 17, 2002 as File No 590198.

EXCEPTING THEREFROM Parcels 2 and 3 as shown on the Record of Survey recorded April 3, 2003 in Book 403 at Page 1471 as Document No. 572306, and Adjusted Parcel I as shown on the Record of Survey recorded September 17, 2003 in Book 903 at Page 8767 as Document No. 590198.

ADJUSTED PARCEL 9:

Beginning at the northwest corner of Parcel 9 as shown on that certain Record of Survey in support of a Boundary Line Adjustment, Book 403, Page 1471 as Document No. 572306, Official Records of Douglas County, Nevada, said point also being on the southerly right of way of Topsy Lane, from which the center of said Section 6 bears South 37° 51' 52" West a distance of 1620.06 feet; thence with said right of way South 89° 40' 24" East a distance of 47.13 feet; thence North 00° 19' 36" East a distance of 1.96 feet; thence along a tangent circular curve to the right with a radius of 26.00 feet and a central angle of 89° 12' 33" an arc length of 40.48 feet; thence North 89° 32' 09" East a distance of 9.27 feet; thence departing said right of way South 00° 43' 23" East a distance of 227.42 feet; thence North 89° 16' 37" East a distance of 294.00 feet; thence North 00° 43' 23" West a distance of 226.11 feet to a point on said right of way; thence with said right of way North 89° 31' 04" East a distance of 8.82 feet; thence along a tangent circular curve to the right with a radius of 285.50 feet and a

(Continued)

DOB

Exhibit "A" (Continued)
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central angle of 11° 28' 42" an arc length of 57.20 feet; thence along a tangent circular curve to the left with a radius of 314.50 feet and a central angle of 11° 28' 43" an arc length of 63.01 feet; thence along a tangent circular curve to the right with a radius of 934.65 feet and a central angle of 01° 18' 19" an arc length of 21.29 feet to a point on the westerly right of way of US Highway 395; thence with said right of way along a non-tangent line South 07° 48' 25" West a distance of 352.56 feet; thence South 89° 16' 31" West a distance of 115.16 feet; thence South 00° 43' 29" East a distance of 50.00 feet; thence South 89° 16' 31" West a distance of 64.00 feet; thence South 00° 43' 29" East a distance of 198.63 feet; thence South 82° 24' 33" East a distance of 140.29 feet to a point on said right of way; thence with said right of way along a non-tangent line South 07° 48' 25" West a distance of 339.75 feet; thence departing said right of way South 89° 32' 49" West a distance of 400.19 feet; thence North 00° 19' 37" East a distance of 939.45 feet to the Point of Beginning.

EXCEPTING THEREFROM all that property contained within Parcel 4 as shown on that certain Record of Survey in support of a Boundary Line Adjustment recorded April 3, 2003 in Book 403 at Page 1471 as Document No. 572306, and Adjusted Parcel 5 as shown on that certain Record of Survey in support of a Boundary Line Adjustment recorded June 25, 2004 in Book 0604 at Page 12432 as Document No. 617112.

Together with such easements as may be appurtenant to the parcels described above, as set forth in the "Agreement of Covenants, Conditions and Restriction and Grant of Easements" dated September 17, 2003 and recorded September 26, 2003 in Book 0903 at Page 15219 as Document No. 591480.

Assessor's Parcel Number(s):

- 142006602015
- 142006602023
- 142006602028
- 142006602031

(End of Exhibit "A")

DOB