Assessor Parcel No(s): 14-010-08, 14-010-02, 14-010-04

RECORDATION REQUESTED BY: Nevada First Bank Main

2800 W. Sahara Ave., Ste. 1-A Las Vegas, NV 89102

WHEN RECORDED MAIL TO: Nevada Firsi Bank Main 2800 W. Sahara Ave., Sic. 1-A Las Vegas, NV 89102

SEND TAX NOTICES TO: Nevada First Bank Main 2800 W. Sahara Ave., Ste. 1-A Las Vegas, NV 89102

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS dated April 28, 2000, is made and executed between Desert Rose Enterprises, a Limited Liability Company (referred to below as "Grantor") and Nevada First Bank, whose address is Main, 2800 W. Sahara Ave., Ste. 1-A, Las Vegas, NV 89102 (referred to below as "Lender").

Assignment. For valuable consideration, Grantor hereby assigns, grants a continuing security interest in, and conveys to Lender all of Grantor's right, title, and interest in and to the Rents from the following described Property located in Lincoln County, State of Nevada:

See exhibit "A" attached hereto and by this reference made a part hereof.

The Real Property or its address is commonly known as HC 64 Box 15, Calliente, NV 89008. The Real Property tax identification number is 14-010-08, 14-010-02, 14-010-04.

THIS ASSIGNMENT IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF GRANTOR UNDER THE NOTE, THIS ASSIGNMENT, AND THE RELATED DOCUMENTS. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Assignment or any Related Documents, Grantor shall pay to Lender all amounts secured by this Assignment as they become due, and shall strictly perform all of Grantor's obligations under this Assignment. Unless and until Lender exercises its right to collect the Rents as provided below and so long as there is no default under this Assignment, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents, provided that the granting of the right to collect the Rents shall not constitute Lender's consent to the use of cash collateral in a bankruptcy proceeding.

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that:

Ownership. Grantor is entitled to receive the Rents free and clear of all rights, loans, liens, encumbrances, and claims except as disclosed to and accepted by Lander in writing.

Right to Assign. Grantor has the full right, power and authority to enter into this Assignment and to assign and convey the Rents to Lender.

No Prior Assignment. Grantor has not previously assigned or conveyed the Rents to any other person by any instrument now in force.

No Further Transfer. Grantor will not sell, assign, encumber, or otherwise dispose of any of Grantor's rights in the Rents except as provided in this Assignment

LENDER'S RIGHT TO RECEIVE AND COLLECT RENTS. Lender shall have the right at any time, and even though no default shall have occurred under this Assignment, to collect and receive the Rents. For this purpose, Lender is hereby given and granted the following rights, powers and

Notice to Tenants. Lender may send notices to any and all tenants of the Property advising them of this Assignment and directing all Rents to be paid directly to Lender or Lender's agent.

Enter the Property. Lender may enter upon and take possession of the Property; demand, collect and receive from the tenants or from any other persons liable therefor, all of the Rents; institute and carry on all legal proceedings necessary for the protection of the Property, including such proceedings as may be necessary to recover possession of the Property; collect the Rents and remove any tenant or tenants or other persons the Property.

Maintain the Property: Lender may enter upon the Property to maintain the Property and keep the same in repair, to pay the costs thereof and of all services of all employees, including their equipment, and of all continuing costs and expenses of maintaining the Property in proper repair and condition, and also to pay all taxes, assessments and water utilities, and the premiums on fire and other insurance effected by Lender on the Property.

Compliance with Laws. Lender may do any and all things to execute and comply with the laws of the State of Nevada and elso all other laws, rules, orders, orders, orders, and requirements of all other governmental agencies affecting the Property.

Lease the Property. Lender may rent or lease the whole or any part of the Property for such term or terms and on such conditions as Lender may deem appropriate.

Employ Agents. Lender may engage such agent or agents as Lender may deem appropriate, either in Lender's name or in Grantor's name, to rent and manage the Property, including the collection and application of Rents.

Other Acts. Lender may do all such other things and acts with respect to the Property as Lender may deem appropriate and may act exclusive

ASSIGNMENT OF RENTS (Continued)

Page 2

and solely in the place and stead of Grantor and to have all of the powers of Grantor for the purposes stated above

No Requirement to Act. Lender shall not be required to do any of the foregoing acts or things, and the fact that Lender shall have performed one or more of the foregoing acts or things shall not require Lender to do any other specific act or thing.

APPLICATION OF RENTS. All costs and expenses incurred by Lender in connection with the Property shall be for Grantor's account and Lender may pay such costs and expenses from the Rents. Lender, in its sole discretion, shall determine the application of any and all Rents received by it; pay such costs and expenses from the Rents. Lender, in its sole discretion, shall determine the application of any and all Rents received by the however, any such Rents received by Lender which are not applied to such costs and expenses shall be applied to the Indebtedness. All expenditures made by Lender under this Assignment and not reimbursed from the Rents shall become a part of the Indebtedness secured by this Assignment, and shall be payable on demand, with interest at the Note rate from date of expenditure until paid.

FULL PERFORMANCE. If Grantor pays all of the Indebtedness when due and otherwise performs all the obligations imposed upon Grantor under this Assignment, the Note, and the Related Documents, Lender shall execute and deliver to Grantor a suitable satisfaction of this Assignment and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Property. Any termination fee required by law shall be paid by Grantor, if permitted by applicable law.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Assignment or any Related Documents, including but not limited to Grantor's taiture to discharge or pay when due to comply with any provision of this Assignment or any Related Documents, Lender on Grantor's behalf may (but shall not any amounts Grantor is required to discharge or pay under this Assignment or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all casts, liens, security interests, encumbrances and other claims, at any time levied or places on the Pents or the Property and paying all costs for insuring, maintaining and preserving encumbrances and other claims, at any time levied or places on the Rents or the Property and paying all costs for insuring, maintaining and preserving the Property All such expensitures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expensitures will become a part of the Indebtedness and, at Lender's date incurred or paid by Lender to the date of repayment by Grantor. All such expensitures to the Indebtedness and, at Lender's approximate to be payable with any installment option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installmen

DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Assignment:

Payment Default. Grantor tails to make any payment when due under the indebtedness.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Assignment or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Default on Other Payments. Failure of Grantor within the time required by this Assignment to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Environmental Default. Failure of any party to comply with or perform when due any term, obligation, conversant or condition contained in any environmental agreement executed in connection with the Property.

False Statements. Any warranty, representation or statement made or turnished to Lender by Grantor or on Grantor's behalt under this Assignment, the Note, or the Related Documents is take or misleading in any material respect, either now or at the time made or turnished or mes false or misleading at any time thereafter.

Defective Collateralization. This Assignment or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The dissolution (regardless of whether election to continue is made), any member withdraws from the limited tability company, or any other termination of Grantor's existence as a going business or the death of any member, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forteiture Proceedings. Commencement of foreclosure or forreiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against the Rents or any property securing the repossession or any other method, by any creditor of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default indebtedness. This includes a garnishment of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default indebtedness. This includes a garnishment of Grantor accounts, including deposit accounts, with Lender. However, this Event of Default indebtedness. This includes a garnishment of Grantor accounts, with Lender in the County of the County of Grantor accounts and the County of Grantor ac

Property Demage or Losa. The Property is lost, stolen, substantially damaged, sold, or borrowed against.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lander believes the prospect of payment or performance rif the Indebtedness is impaired

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time thereafter, Lender may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

Collect Rents. Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the indebtedness. In furtherance of this right, Lender past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the indebtedness. In furtherance of this right, Lender past due and unpaid, and apply the net proceeds, over and above Lender's Right to Receive and Collect Rents Section, above. If the Rents are collected by Lender, then shall have all the rights provided for in the Lender's Right to Rents and Collect Rents Section, above. If the Rents are collected by Lender, then shall have all the rights provided for in the name of Grantor (are not reproceed). Payments by tenants or other users to Lender in response to Lender's demand shall salisty and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender may exercise its rights the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparance in newson, by again, or through a receiver. under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part or the Property, while the protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the protect and proved the Property and apply the proceeds, over and above the cost of the receivership, against the indebtedness. The receiver may serve without bond if permitted by law, proceeds, over and above the cost of the receivership, against the indebtedness by a Lander's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds, the Indebtedness by a Lander's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds, the Indebtedness by a

ASSIGNMENT OF RENTS (Continued)

Page 3

substantial amount. Employment by Lander shall not disqualify a person from serving as a receiver.

Other Remedies. Lender shall have all other rights and remedies provided in this Assignment or the Note or by law.

Election of Remedies. A waiver by any party of a breach of a provision of this Assignment shall not constitute a waiver of or prejudice the party's rights otherwise to demand strict compliance with that provision or any other provision. Election by Lender to pursue any remedy will not be any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Assignment, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Assignment, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without imitation, however subject to any lead expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any any court costs, in addition appraisal fees, title insurance, and less for the Trustee, to the extent permitted by applicable law. Granfor also will pay any court costs, in addition and appraisal fees, title insurance, and less for the Trustee, to the extent permitted by applicable law. Granfor also will pay any court costs, in addition to any expenses and expenses are secured by this

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Assignment:

Amendments. This Assignment, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Assignment. No alteration of or amendment to this Assignment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the afteration or amendment.

Caption Headings. Caption headings in this Assignment are for convenience purposes only and are not to be used to interpret or define the provisions of this Assignment

Governing Law. This Assignment will be governed by, construed and enforced in accordance with federal law and the laws of the State of Nevada. This Assignment has been accepted by Lender in the State of Nevada.

Merger. There shall be no merger of the interest or estate created by this assignment with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender

Amendments and Interpretation. (1) What is written in this Assignment is my entire agreement with Lender concerning the Property. This Assignment may not be changed except by another written agreement between us. (2) If more than one person signs below, our obligations are Assignment may not be changed except by another written agreement between us. (2) If more than one person signs below, our obligations are joint and several. This means that the words ""me," and "my" mean each and every person or entity signing this Assignment, and that if Lender point and several. This means that the words "I"me," and "my" mean each and every person or entity signing this Assignment, and that Borrower need not be printed in any lawsuit. (3) The names given to paragraphs or sections in this Assignment are for convenience purposes only. They are not to be joined in any lawsuit. (3) The names given to paragraphs or sections in this Assignment is the best avidence of my agreements with Lender. joined in any lavisuit. (3) The names given to paragraphs or sections in this Assignment are for convenience purposes only. They are not to be joined in any lavisuit. (3) The names given to paragraphs or sections in this Assignment is the best evidence of my agreements with Lender, used to interpret or define the provisions of this Assignment. (4) I agree that this Assignment is the best evidence of my agreements with Lender.

No Watver by Lender. Lender shall not be deemed to have waived any rights under this Assignment unless such waiver is given in writing and signed by Lender. Lender shall not be deemed to have waived any rights under this Assignment unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender or a provision of this Assignment shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Assignment. No prior waiver by Lender, nor any course of dealing between Lender compliance with that provision or any other provision of this Assignment. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Assignment, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lander.

Notices. Any notice required to be given under this Assignment shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by taw), when deposited with a nationally recognized overnight courier, or, if mailed, actually received by telefacsimile (unless otherwise required by taw), when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the when deposited in the United States mail, as first class, certified or notices under this Assignment by giving formal written notice to the other beginning of this Assignment. Any party may change its address. For notice purposes, Granfor agrees to keep Lender Informed parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Granfor agrees to keep Lender Informed parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Granfor agrees to keep Lender Informed parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Granfor agrees to keep Lender Informed parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Granfor agrees to keep Lender Informed parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Granfor agrees to keep Lender Informed parties, specifying the party and the purpose of the notice is to change the party's address. Lender to any Grantor is deemed to be notice given to all Grantors.

Powers of Attorney. The various agencies and powers of attorney conveyed on Lender under this Assignment are granted for purposes of security and may not be revoked by Grantor until such time as the same are renounced by Lender.

Severability. If a court of competent jurisdiction finds any provision of this Assignment to be illegal, invalid, or unenforceable as to a exergibility. It is court or competent jurisdiction rinds any provision of this Assignment to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If teasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Assignment. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Assignment shall not affect the legality, validity or enforceability of any other provision of this Assignment.

Successors and Assigns. Subject to any limitations stated in this Assignment on transfer of Grantor's interest, this Assignment shall be binding upon and trure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than upon and trure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than upon and trure to the benefit of the parties, their successors with reference to this Assignment and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Assignment or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Assignment.

WAIVER OF HOMESTEAD EXEMPTION. Grantor hereby releases and waives all rights and benefits of the homestead exemption lews of the State of

WAIVER OF RIGHT OF REDEMPTION. NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS ASSIGNMENT, GRANTOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR JUDGMENT OF FORECLOSURE ON GRANTOR'S BEHALF AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT JUDGMENT CREDITORS OF GRANTOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PROPERTY SUBSEQUENT TO THE DATE OF THIS ASSIGNMENT.

INTEREST IN OR TITLE TO THE PHOPERITY Subsequent to the following meanings when used in this Assignment. Unless specifically stated DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Assignment. Unless specifically stated DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Assignment. Unless specifically stated DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Assignment. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America.

ASSIGNMENT OF RENTS (Continued)

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singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Assignment shall have the meanings attributed to such terms in the Uniform Commercial Code:

Assignment. The word "Assignment" means this Assignment of Rents, as this Assignment of Rents may be amended or modified from time to time, together with all exhibits and schedules attached to this Assignment of Rents from time to time.

Borrower. The word "Borrower" means Desert Rose Enterprises, a Limited Liability Company.

Default. The word "Default" means the Default set forth in this Assignment in the section titled "Default".

Event of Default. The words "Event of Default" mean any of the Events of Default set forth in this Assignment in the Default section of this Assignment

Grantor. The word "Grantor" means Desert Rose Enterprises, a Limited Liability Company.

Guarantor. The word "Guarantor" means any guarantor, surely, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Assignment, together with interest on such amounts as provided in this Assignment.

Lender. The word "Lender" means Nevada First Bank, its successors and assigns.

Note. The word "Note" means the promissory note dated April 28, 2000, in the original principal amount of \$393,600.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

Property. The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Assignment" section of

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the indebtedness.

Rients. The word "Rents" means all of Grantor's present and tuture rights, title and interest in, to and under any and all present and future lease, including, without limitation, all rents, revenue, income, issues, royaties, bonuses, accounts receivable, cash or security deposits, advance rentals, profits and proceeds from the Property, and other payments and benefits derived or to be derived from such leases of every kind and nature, whether due now or later, including without limitation Grantor's right to enforce such leases and to receive and collect payment and proceeds

THE UNDERSIGNED ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT, AND NOT PERSONALLY BUT AS AN AUTHORIZED SIGNER, HAS CAUSED THIS ASSIGNMENT TO BE SIGNED AND EXECUTED ON BEHALF OF GRANTOR ON APRIL 28, 2000.

GRANTOR:

S, A LIMITED LIABILITY COMPANY RIS DESERT ROSE ENTER of Desert Rose Enterprises,

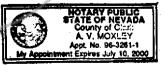
LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF NEVADA

) 55 ì

COUNTY OF LINCOLN

by Gary R. Davis, Menager of Desert Rose Enterprises, a Limited Liability Company, as designated agents of



148 200 3097

EXHIBIT "A"

The land referred to in this report is situated in the State of Nevada, County of and is described as follows:

TOWNSHIP 5 SOUTH, RANGE 66 EAST, M.D.B.& M.

PARCEL 1

Section 2: Lot 4
EXCEPTING from Lot 4 of said Section 2, the following:

BEGINNING at the Northeast Corner of this parcel from which the Southeast corner of Section 34, Township 4 South, Range 66 East, M.D.B.& M., bears South 89 40 49 East, a distance of 55.11 feet;
Thence South 0 18 57 West, a distance of 578.33 feet to the Southeast corner;
Thence North 89 42 33 West, a distance of 915.43 feet to the Southwest corner at a point on a curve on the Easterly boundary of State Route 317; subchord bears North 28 18 22 East, a distance of 220.03 feet to the point of tangency of the curve;
Thence North 31 34 09 East along the Easterly boundary of State Route 317 right-of-way, a distance of 449.74 feet to the Northwest corner;
Thence South 89 40 49 East, a distance of 578.83 feet to the Northeast corner which is the Point of Beginning.

ASSESSOR'S PARCEL NUMBER FOR 1999 - 2000: 14-010-08

PARCEL 2

Section 2: Southwest Quarter (SW1/4)/Northwest Quarter (NW1/4) Northwest Quarter (NW1/4)/Southwest Quarter (SW1/4) Section 3: Southeast/Northeast

FURTHER SAVING AND EXCEPTING that portion of said land conveyed to Lincoln County by Déed recorded January 7, 1937 in Book E-1, page 180 of Deeds.

FURTHER EXCEPTING THEREFROM the interest in and to said land conveyed to Lincoln County by Deed recorded May 30, 1974 in Book 10 of Official Records, page 367, Lincoln County, Nevada records.

ASSESSOR'S PARCEL NUMBER FOR 1999 - 2000: 14-010-02

PARCEL 3

Section 3: North Ealf (N1/2)/Southeast Southwest Quarter (SW1/4)/Southeast Section 10: Northwest Quarter (NW1/4)/Northeast Quarter (NE1/4) (continued)

309K 148 201

Legal - Page 1

LEGAL DESCRIPTION - continued Order No.: 19020170

FURTHER SAVING AND EXCEPTING that portion of said land conveyed to Lincoln County by Deed recorded January 7, 1937 in Book E-1, page 180 of Deeds.

FURTHER EXCEPTING THEREFROM the interest in and to said land conveyed to Lincoln County by Deed recorded May 30, 1974 in Book 10 of Official Records, page 367, Lincoln County, Nevada records.

ASSESSOR'S PARCEL NUMBER FOR 1999 - 2000: 14-010-04

FILED AND RECORDED AT REQUEST OF
COW COUNTY TITLE
May 19, 2000

AT 30 MINUTES PAST 04 O'CLOCK
PM IN BOOK 148 OF OFFICIAL
RECORDS FACE 197 UNCOLN
COUNTY, NEVADA.
LESSIE BOUCHET

By Denem Seers Deputy

300r 148 202

Legal - Page 2