

DOCKET

08-AFC-4

DATE DEC 31 2008

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DFI FUNDING, INC.
C/O BEST BEST & KRIEGER LLP
MELISSA W. WOO, CA STATE BAR NO. 192056
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655 WEST BROADWAY, 15th FLOOR
SAN DIEGO, CA 92101

STATE OF CALIFORNIA
State Energy Resources
Conservation and Development Commission

In the Matter of:)
)
ORANGE GROVE PROJECT) Docket No. 08-AFC-4
) APPEAL OF DENIAL OF PETITION
) FOR INTERVENTION
)
)
)
)
_____)

Appellant DFI Funding Inc., states:

1. Appellant DFI Funding Inc (“DFI”) submitted a Petition for Intervention in the Orange Grove Power Plant Application for Certification proceedings on December 16, 2009. A true and correct copy of DFI’s Petition for Intervention and its attachments is attached hereto as **Exhibit A.**

2. DFI’s Petition for Intervention was denied by the siting committee hearing the Orange Gorve Power Plant Application for Certification at an evidentiary hearing on December 19, 2008, after testimony by DPI, Orange Grove L.P. and staff regarding DFI’s Petition for Intervention. A formal written denial was not issued.

3. Pursuant to California Code of Regulations title 20 section 1207 subdivision (d), DFI hereby timely Appeals the denial of its Petition for Intervention on the grounds that good

cause exists for Appellant DFI to be allowed to intervene in the above listed proceedings.

4. For the reasons set forth in the attached Petition for Intervention, and the attached Memorandum of Points and Authorities, DFI respectfully requests that the California Energy Commission grant DFI's Petition for Intervention in the above-entitled proceedings.

Date: December 31, 2008

Signature: 

Melissa Woo
of Best Best & Krieger LLP
Attorneys for Appellant DFI Funding Inc.

EXHIBIT A

DFI FUNDING, INC.
 C/O BEST BEST & KRIEGER LLP
 MELISSA W. WOO, CA STATE BAR NO. 192056
 EMAIL: melissa.woo@bbklaw.com
 CYNDY DAY-WILSON, CA STATE BAR NO. 135045
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 655 WEST BROADWAY, 15th FLOOR
 SAN DIEGO, CA 92101

STATE OF CALIFORNIA
 State Energy Resources
 Conservation and Development Commission

In the Matter of:)	
)	Docket No. 08-AFC-4
ORANGE GROVE PROJECT)	DECLARATION OF STEVE
)	ANDERSON IN SUPPORT OF
)	PETITION TO INTERVENE
)	
_____)	

I, Steven Anderson, declare as follows:

1. I have personal knowledge of the following facts and if called to testify, I would and could testify competently thereto.
2. I am a principal of DFI Funding, Inc., ("DFI") a California corporation engaged in the business of lending money.
3. DFI has entered into various loan transactions which are secured by real property located in San Diego County and commonly described as 36570 Pala Del Norte and 36211 Pala Del Norte and referred to as APNs 110-072-05-00, 110-072-13-00, 110-072-14-00 and 110-072-17-00 (collectively referred to as "Pala Del Norte Properties").
4. On or about October 3, 2005, a promissory note was delivered by Prominence Partners, Inc. ("Prominence Partners") to DFI in the principal amount of Four Million Seven Hundred Fifty Thousand Dollars. To secure payment of the principal sum and interest on the promissory note, Prominence Partners, made, executed, and delivered to DFI, a Construction

Deed of Trust and Security Agreement and Assignment of Rents, dated October 3, 2005, and recorded as Document Number 2005-0872269 at the San Diego County Recorder's Office on October 7, 2005. By virtue of the terms of this October 3, 2005, Deed of Trust, Prominence Partners, as trustor, conveyed to DFI, as trustee, APN 110-072-14-00. A true and correct copy of this October 3, 2005, Deed of Trust is attached hereto as Exhibit 1.

5. The October 7, 2005, Deed of Trust referenced in paragraph 4 above was subsequently modified on April 23, 2007, and December 31, 2007, respectively. A true and correct copy of the April 23, 2007, Modification to the Deed of Trust is attached hereto as Exhibit 2. A true and correct copy of the December 31, 2007, Modification to the Deed of Trust is attached hereto as Exhibit 3.

6. As additional security to the October 3, 2005, promissory note, Prominence Partners, made, executed and delivered to DFI, a Construction Deed of Trust and Security Agreement and Assignment of Rents dated October 3, 2005, and recorded as Document Number 2005-0872273 at the San Diego County Recorder's Office on October 7, 2005. By virtue of the terms of this October 7, 2005, Deed of Trust, Prominence Partners, as trustor, conveyed to DFI, as trustee, APN 110-072-05-00 and APN 110-072-13-00. A true and correct copy of this October 7, 2005 Deed of Trust is attached hereto as Exhibit 4.

7. The October 7, 2005, Deed of Trust referenced in paragraph 6 above was subsequently modified on April 23, 2007, and December 31, 2007, respectively. A true and correct copy of the April 23, 2007, Modification to the Deed of Trust is attached hereto as Exhibit 5. A true and correct copy of the December 31, 2007, Modification to the Deed of Trust is attached hereto as Exhibit 6.

8. The October 3, 2005, promissory note to DFI from Prominence Partners was guaranteed by Ray Gray and Tesla Gray. As security for the guaranty, Tesla Gray made, executed, and delivered a Deed of Trust and Assignment of Rents dated October 3, 2005, and recorded as Document Number 2005-0872271 at the San Diego County Recorder's Office on October 7, 2005. By virtue of the terms of this October 7, 2005, Deed of Trust, Tesla Gray, as

trustor, conveyed to DFI, as trustee, APN 110-072-17-00. A true and correct copy of the October 7, 2005, Deed of Trust is attached hereto as Exhibit 7.

9. The October 7, 2005, Deed of Trust referenced in paragraph 8 above was subsequently modified on April 23, 2007, and December 31, 2007, respectively. A true and correct copy of the April 23, 2007, Modification to the Deed of Trust is attached hereto as Exhibit 8. A true and correct copy of the December 31, 2007, Modification to the Deed of Trust is attached hereto as Exhibit 9.

10. In addition to the October 3, 2005, promissory note referenced above in paragraph 4, the Pala Del Norte Properties also serve as collateral to five other promissory notes and guarantees.

11. I am informed and believe that the Pala Del Norte Properties are adjoining to and/or near real property owned by San Diego Gas & Electric and the proposed location for the Orange Grove Power Plant. In particular, I am informed and believe that a portion of APN 110-072-5-00 is adjacent to the proposed location for the Orange Grove Power Plant.

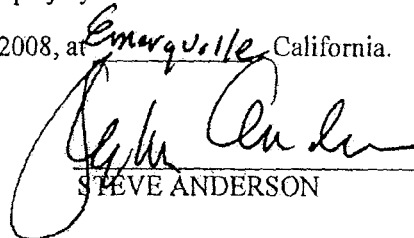
12. I recently learned about the December 19, 2008, evidentiary hearing that is being held by the California Energy Commission to consider the Orange Grove Power Plant last Thursday, December 11, 2008. On December 11, 2008, I, along with my land use consultant, met with Ray Gray, one of the borrowers on the October 3, 2005, promissory note referenced above, to discuss the potential use and/or marketing of the Pala Del Norte Properties. As a follow-up to that meeting, my land use consultant discovered and advised me that the California Energy Commission had scheduled an evidentiary hearing for December 19, 2008, relating to the construction of the Orange Grove Power Plant. Prior to December 11, 2008, I did not know about the December 19, 2008, evidentiary hearing. Neither I nor DFI received any notice of the hearing set for December 19, 2008, or any past hearings that I am informed have already occurred. If DFI received notice of the evidentiary hearing set for December 19, 2008, or prior hearings which have already occurred, I would have been able to file a timely application to intervene on DFI's behalf. In addition, I would have had the time to hire experts and consultants

to provide testimony on DFI's behalf.

13. DFI has a significant interest in the Pala Del Norte Properties as the lender on the properties. As such, DFI seeks to intervene and become a party to the above-entitled proceedings.

I declare the foregoing under penalty of perjury under the laws of the State of California.

Executed this 17 day of December 2008, at Emergville California.



STEVE ANDERSON

Check box if continuation pages are attached.
(Proof of Service Must be Attached)

EXHIBIT 1

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

DFT FUNDING, INC.
4120 Douglas Boulevard 306-521
Granite Bay, CA 95746

OCT 07, 2005 3:25 PM
OFFICIAL RECORDS
SAN DIEGO COUNTY RECORDER'S OFFICE
GREGORY J. SMITH COUNTY RECORDER
FEES 6800 WATS 3
PAGES 16 DS 1

4606077

[Barcode]
2005-0872269

SPACE ABOVE THIS LINE

CONSTRUCTION DEED OF TRUST, SECURITY AGREEMENT
AND ASSIGNMENT OF RENTS

THIS DOCUMENT CONSTITUTES A FIXTURE FILING IN ACCORDANCE WITH SECTION 9402 OF THE
CALIFORNIA UNIFORM COMMERCIAL CODE (THE "Uniform Commercial Code").

THIS CONSTRUCTION DEED OF TRUST, SECURITY AGREEMENT AND ASSIGNMENT OF RENTS (this
"Deed of Trust") is dated as of October 3, 2005, among Prominence Partners ("Borrower" or "Trustor") whose address is
2533 N. Carson Street; Carson City, Nevada 89706; Commonwealth Land Title Company, ("Trustee") whose address is
3131 Camino del Rio N., #1400, San Diego, California; and DFT Funding, Inc. ("Lender") whose address is 4120 Douglas
Boulevard 306-521, Granite Bay, California 95746.

PURPOSE AND GRANTING CLAUSES

BORROWER, for the purpose of securing (a) the repayment of the indebtedness evidenced by Borrower's
Promissory Note (Construction) executed by Borrower in favor of Beneficiary in the principal sum of Four Million Seven
Hundred Fifty Thousand Dollars (\$4,750,000) (the "Note") with interest thereon, the payment of other sums with interest
thereon, advanced in accordance herewith to protect the security of this Deed of Trust, the Construction Loan Agreement
executed by Borrower and Beneficiary, and all documents related thereto (collectively, the "Loan Documents"); (b) the
performance of the covenants of Borrower contained herein and in the Note and Loan Agreement and Loan Documents
referred to therein; (c) future advances, with interest thereon, made to Borrower by Lender pursuant hereto or the Loan
Agreement ("Future Advances"); and (d) any extensions, modifications or renewals of the Note, this Deed of Trust or the
Loan Agreement on the same or different terms (all of the foregoing is called the "Loan" in this Deed of Trust): in
consideration of the indebtedness herein recited and the trust herein created HEREBY irrevocably grants, transfers, conveys
and assigns to Trustee, its successors and assigns, in trust, with power of sale, and with the right of entry and possession,
the following described real and personal property, now or hereafter acquired, together with all accessions, substitutions,
proceeds and modifications thereof (collectively the "Property").

(a) That certain real property commonly know as (Vacant Land) Pala Del Norte Road, located in the
County of San Diego, State of California, described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE

(herein "Property Address"); together with all of the easements, rights, privileges, franchises, tenements, hereditaments and
appurtenances now or hereafter belonging or in any way pertaining thereto (the "Real Property");

- (b) All structures, buildings and improvements of every kind or nature now or hereafter located upon
the Real Property;
- (c) All machinery, equipment, apparatus, fittings now or hereafter located upon the Real Property;
- (d) All articles of personal property except furniture, clothing and personal effects now or hereafter
affixed to or located upon the Real Property;

(e) All building materials and supplies now or hereafter located upon the Real Property and all architectural renderings, drawings, specifications now or hereafter relating to the Real Property;

(f) All contracts and agreements now or hereafter existing relating to the design, construction or improvement of the Real Property;

(g) All deposits given to utilities and governmental authorities pertaining to the Property;

(h) All present and future governmental, utility and homeowner association approvals, permits and entitlements pertaining to the Real Property;

(i) All proceeds (including claims and demands therefor) of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including, but not limited to, proceeds of insurance (whether required by Lender or optional) and condemnation awards; and

(j) All other or greater rights and interests of every nature in the Property and in the possession and use thereof and income therefrom, whether now owned or hereafter acquired by Borrower.

BORROWER AND LENDER COVENANT AND AGREE AS FOLLOWS:

1. Payment of Loan. Borrower shall promptly pay when due, the principal and interest of the indebtedness evidenced by the Note and Loan Agreement, prepayment and late charges as provided in the Note and the principal and interest on any Future Advances secured by the Deed of Trust.

2. Application of Payments. Unless otherwise provided by law, all payments received by Lender from Borrower under the Note, the Loan Agreement and this Deed of Trust shall be applied by Lender first in payment of interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances. Return to Lender of proceeds of the Loan which have not been disbursed and are held in trust for Lender shall, upon Borrower's default, be applied as provided in the Loan Agreement.

3. Prior Mortgages and Deeds of Trust. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid, at least ten (10) days before delinquency, all taxes, assessments and other charges, fines and impositions attributable to the Real Property which may attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any.

4. Insurance. Borrower shall keep the Property and any improvements now or hereafter constructed thereon insured against loss by having in force at all times and provide to Lender original policies or certificates of insurance as to Borrower and any general contractor Borrower has engaged of the following types:

(a) course of construction insurance against loss or damage to the Property from fire, vandalism, malicious mischief and other hazards as are included in so called "extended coverage" insurance policies insuring the Property for the full replacement cost of all improvements, personal property, equipment and materials on or about the Property;

(b) comprehensive general liability insurance in the amount specified in the Loan Agreement, including death or injury to persons;

(c) workers compensation insurance as required by applicable law.

All of the above insurance and any optional insurance, such as but not limited to earthquake coverage, shall name Lender as an additional insured and the insurer shall issue to Lender a Lender's Loss Payable Endorsement (438BFU) and

shall be additional security for this Deed of Trust. The insurers shall be subject to approval by Lender. Each of the above policies shall be prepaid a year in advance and shall not be cancelable except upon thirty (30) days advance written notice to Lender.

5. Preservation and Maintenance of Property. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. If this Deed of Trust is on a unit in a condominium or planned unit development or otherwise subject to architectural control, Borrower shall perform all of Borrower's obligations under the declaration of covenants creating or governing the condominium or planned unit development or architectural control body, the bylaws and regulations of the condominium or planned unit development, and constituent documents.

6. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, the Note or Loan Agreement, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, proceedings by the Lender to obtain relief from stay in any bankruptcy proceeding which would prohibit Lender from enforcing its rights under the Deed of Trust, then Lender, at Lender's option, without notice to Borrower, may make such appearances, disburse such sums, including reasonable attorney's fees, and take such action as is necessary to protect Lender's interest. Any amount disbursed by Lender pursuant to this paragraph, with interest thereon at the Note rate (including any default rate in effect), including, but not limited to payment of delinquent taxes and assessments, insurance premiums due and delinquent amounts owed to prior lien holders, shall become additional indebtedness of Borrower secured by this Deed of Trust. Such amounts as are disbursed by Lender shall be payable, without notice, and shall bear interest from the date of disbursement at the rate payable on the Note (including any default rate in effect). Nothing contained in this paragraph shall require Lender to incur any expense or take any action hereunder.

7. Loan Restrictions. Until the Deed of Trust is reconveyed, Borrower shall not, without the prior written consent of Lender, which consent shall not be unreasonably withheld, do any of the following:

- (a) Make or permit any contractor performing work on the Property to make any material change in the plans, specifications, identity of subcontractors, budget or construction schedule submitted to Lender to obtain the Loan (collectively, the "Construction Plans");
- (b) Execute, authorize or allow any change orders, contracts for additional work or materials on the Real Property or change in the specifications of any appliances, equipment, materials or other aspect of the construction;
- (c) Request or receive any rebates or commissions from anyone supplying goods or labor to the Real Property;
- (d) Not begin construction, cease or curtail the construction called for in the Construction Plans for a period in excess of 5 working days in any ten (10) working day period;
- (e) Fail to guard the security of the Real Property and the security and preservation of materials supplied to the Real Property by appropriate lighting, storage methods, covering and security personnel, as appropriate for sound construction practices;
- (f) Make any false or misleading request for disbursement of the Loan funds or submission of any false or misleading document in connection therewith. Each request for the disbursal of Loan funds by Borrower or its contractors shall constitute Borrower's representation that sufficient funds remain undisbursed to complete the construction of the Real Property pursuant to the Construction Plans and to pay all costs of the Property pursuant to the Construction Plans;
- (g) Fail to disclose to Lender any defects or deficiencies in the construction that Borrower has observed or others have reported;

(h) Violate any law or ordinance or condition of the issuance of a zoning approval, building permit or homeowner association approval;

(i) Knowingly fail to cause or allow the contractor or any subcontractor to cause the Real Property to be constructed other than in accordance with the Construction Plans;

(j) Fail to deposit into the Construction Disbursement Account (as defined in the Loan Agreement), within 5 business days of a written demand by Lender, of sufficient additional funds Lender states in its subjective discretion will be necessary to complete the construction of the Real Property in accordance with the Construction Plans;

(k) Fail to keep adequate books, records and accounts of the costs of the construction, compliance with construction contracts and payments to and releases by contractors, subcontractors and material suppliers;

(l) Allow mechanics liens or stop notice claims to be filed against the Real Property or against undisbursed construction funds;

(m) Obstruct the observation and inspection of the Real Property by Lender's representatives or any disbursement control company engaged by Borrower or Lender;

(n) Use materials delivered for the Real Property for other than the Real Property;

(o) Fail to maintain the insurance required by this Deed of Trust at all times;

(p) Fail to provide the title insurer on the Real Property with such indemnities as Lender or the title insurer may request, including, without limitation, any indemnification that the title insurer may require to provide endorsements to the Loan title policy meeting the requirements of the Loan Agreement; and

(q) Fail to promptly communicate to Lender any preliminary lien notices, mechanics lien notices or other notices or demands from governmental agencies, utilities, homeowners associations, contractors, subcontractors or suppliers.

8. Events of Default. The occurrence of any of the following events or conditions ("Event of Default") shall constitute a default under this Deed of Trust, giving Lender the remedies set forth in Paragraphs 9 and 10:

(a) Breach of any provision of this Deed of Trust, the Note or the Loan Agreement or other documents given pursuant thereto;

(b) Breach of any construction contract, supplier contract or agreement with an architect or engineer;

(c) Discovery by Lender that any material statement made by Borrower or its agents to obtain the Loan or to obtain a disbursement of Loan proceeds was intentionally or unintentionally false or misleading;

(d) Breach of any of the restrictive covenants set forth in Paragraph 7;

(e) Filing by or against Borrower of a petition for relief of debtors under federal bankruptcy law or state law, which petition is not dismissed within sixty (60) days; during the pendency of such action Lender may, at its option, withhold disbursement of Loan proceeds;

(f) Recordation of a mechanic's lien against the Real Property which is not released of record within fourteen (14) days of recordation;

(g) Service upon Lender of a stop notice claim relating to the Real Property which claim Borrower does not cause to be withdrawn completely within fourteen (14) days of service of such claim upon Lender (Lender may suspend disbursements pending withdrawal of such claim);

(h) Default under, declaration of default, repossession, notice of sale or commencement of foreclosure proceedings by any lien on any collateral for the Loan, including but not limited to other deeds of trust or security interests given to secure the Note and/or obligations under the Loan Agreement;

(i) The recordation of any lien junior to the Deed of Trust;

(j) Failure to diligently commence and continue with construction as required by the Loan Agreement and Construction Plans and to obtain a certificate of occupancy on or before the maturity date of the Loan; and

(k) The taking of any adverse action against Borrower or the Property by any governmental authority, creditor, homeowner association, contractor or other person, which in the reasonable discretion of Lender, has a material adverse impact upon its risk.

9. Remedies.

(a) General. Upon the occurrence of any Event of Default, the Loan, with all accrued but unpaid interest and other obligations, shall, at the option of Lender, become immediately due and payable in full without presentment, demand, protest or other notice of any kind, all of which are expressly waived by Borrower. Lender may remit back to Lender all undisbursed Loan proceeds held for disbursement, and which Lender may, in its sole subjective discretion, apply toward reduction of the amount owed under the Loan Documents, completion of construction of the Real Property, settlement with claimants or other purposes permitted by the Loan Agreement and this Deed of Trust or permitted by law, or any combination thereof.

(b) Specific. Without limiting the generality of the foregoing, upon the occurrence of an Event of Default, Lender shall have right with such force as is permitted by law and without notice, which Borrower hereby waives to the full extent such waiver is permitted by law, to take possession of the Property and to perform any and all work Lender deems it advisable or necessary to protect the Property and to complete construction of the improvements on the Real Property in such manner and on such terms, as Lender shall determine in its absolute and subjective discretion. All sums expended by Lender for such construction shall be added to the outstanding principal balance of the Note and shall bear interest from and after the date so advanced until paid at the interest rate provided for in the Note (including any default rate in effect). Borrower hereby irrevocably constitutes and appoints Lender and its duly authorized representatives its attorneys-in-fact with full power and authority, and with the power of substitution, upon the occurrence of an Event of Default to:

(i) Take possession of, protect and complete construction of the Real Property;

(ii) Make such additions, changes and corrections to the Construction Plans, permits and approvals as deemed necessary or desirable by Lender, in its sole subjective discretion, to complete the construction of the Real Property or any part thereof without loss to Lender or to effect a reduction of the cost of any items therein which Lender determines to be necessary in order to provide for a sale of all or a portion of the Real Property without loss to Lender;

(iii) Employ such contractors, subcontractors, agents, architects and other persons that Lender deems necessary or desirable, in its subjective judgment, to complete the construction of the Real Property;

(iv) Employ watchmen to protect the Real Property from injury;

(v) Pay, settle or compromise all existing invoices, charges or claims relating to the Property as Lender deems necessary, in its sole subjective discretion, for completion of the construction of the Real Property, the clearing of title to the Property and for protection of Lender's interest in the Property;

(vi) Prosecute and defend all actions and proceedings in connection with construction of the Real Property and apply the proceeds of any judgment in any such action against any of the obligations as Lender seems fit;

(vii) Execute, acknowledge and deliver all instruments and documents in the name of Borrower and do and perform all acts in the name of Borrower that Lender deems necessary or appropriate, in its sole subjective discretion, to complete the construction of the Real Property; and

(viii) Do any and every act with respect to the construction of the Real Property which Borrower may do and do it on Borrower's behalf.

It is understood and agreed that this power of attorney shall be deemed to be a power coupled with an interest which cannot be revoked.

(c) Judicial Foreclosure. Without limiting the generality of the foregoing, upon the occurrence of an Event of Default, Lender shall have the right to commence an action to foreclose this Deed of Trust or to specifically enforce its provisions or any of the obligations secured by this Deed of Trust.

(d) Non-Judicial Foreclosure. Without limiting the generality of the foregoing, upon the occurrence of an Event of Default, Lender shall have the right to deliver to the Trustee of this Deed of Trust a written declaration of default and demand for sale, and a written notice of default and of election to cause the Real Property to be sold, and cause any or all of the Real Property to be sold under the power of sale granted by this Deed of Trust in any manner permitted by applicable law.

(e) Remedies Cumulative. Every remedy granted to Lender under this paragraph or in the Loan Agreement shall be cumulative and in addition to any other remedy herein or in the Loan Agreement specifically granted or now or hereafter existing in equity or at law. The exercise by Lender of one or more remedies shall not be construed to be a waiver or abandonment of any other right or remedy available to Lender. Lender may proceed with any or all remedies provided in this Deed of Trust, the Loan Agreement or available by law or equity. All expenses, including, but not limited to attorneys fees, fees of experts, costs of construction and other expenses shall be deemed added to the Note, shall bear interest at the same rate as the principal thereof (including any default rate in effect) and shall be secured by the same liens, including, but not limited to, this Deed of Trust.

(f) Sale. If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an Event of Default and Lender's election to cause the Real Property to be sold and shall cause such notice to be recorded in each county in which the Real Property or some part thereof is located. Lender or Trustee shall mail copies of such notice in the manner prescribed by applicable law. After the lapse of such time as may be permitted by applicable law, Trustee, without demand on Borrower, shall sell the Real Property at public auction to the highest bidder at the time and place under the terms designated in the notice of sale in one or more parcels, and in such order as Trustee may determine. Trustee may postpone sale of all or any parcel of the Real Property by public announcement at the time and place of any previously scheduled sale. Lender or Lender's designee may purchase any of the Real Property in any sale. Trustee shall deliver to the purchaser Trustee's deed conveying the Real Property so sold without any warranty or covenant, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order:

(i) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorney's fees and costs of title evidence;

(ii) to all sums secured by this Deed of Trust; and,

(iii) the excess, if any, to the person or persons legally entitled thereto.

(g) Receiver. In addition to all other remedies provided for in this Deed of Trust, Borrower agrees that upon the occurrence of an Event of Default under this Deed of Trust or under the Note or Loan Agreement, Beneficiary shall, as a matter of right, be entitled to the appointment of a receiver or receivers for all or any part of the Property, whether such receivership be incident to a proposed sale of the Property or otherwise, and without regard to the value of the Property or the solvency of Borrower or any person or persons liable for the payment of the indebtedness secured hereby. Borrower does hereby consent to the appointment of such receiver or receivers, waives any and all notices of and defenses to such appointment, and agrees not to oppose any application therefore by Lender, but nothing herein is to be construed to deprive Lender of any right, remedy or privilege it may now have under the law to have a receiver appointed. Any money advanced by Lender in connection with any such receivership shall be added to the principal amount of the Note and shall bear interest from the date of such advancement at the applicable Note interest rate, including any default interest rate in effect.

(h) Due on Sale Clause. If Borrower shall sell, enter into a contract of sale, lease for a term of more than six (6) years (including options to renew), lease with an option to purchase for any term, or transfer all or any part of the Property or an interest therein, excluding a transfer by devise, descent, or by operation of law upon the death of a joint tenant, the Lender may, at its option, declare the Note and any other obligation secured by this Deed of Trust, together with accrued interest thereon, immediately due and payable in full. A transfer of less than fifty percent (50%) interest in the Property, with prior notice to Lender, shall not constitute a transfer of the Property within the meaning of this paragraph. If such acceleration is during any period when a prepayment fee is payable pursuant to the provisions in the Note, then, in addition to all of the foregoing, such prepayment fee shall also then be immediately due and payable to Lender as though Borrower were prepaying the entire indebtedness secured hereby on the date of such acceleration.

(i) Future Advances. Upon the request of Borrower, Lender, at Lender's option prior to full reconveyance of the Property by Trustee to Borrower, may make Future Advances to Borrower. Such advances with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby.

10. Indemnification. Borrower hereby agrees to indemnify (as the same are incurred or accrued) and hold Lender and its officers, agents, representatives harmless from and against any cost, expense (including, without limitation attorneys fees, consulting fees and court costs), demand, claim or lawsuit arising out of or related to the Property or the Loan, including, but not limited to any claims made by contractors, suppliers, mechanics lien claimants, homeowner associations, governmental authorities, stop notice claimants, title companies or persons purporting to be injured on or by the Property or by the acts or conduct of Borrower, its contractors, subcontractors, suppliers or other persons dealing with Borrower. If Borrower fails to provide such indemnity as the same accrues and as expenses are incurred, the amount not paid shall be added to the principal amount of the Note and bear interest thereon at the same rate then in effect (including any default rate in effect) and shall be secured by the same collateral as securing the Note and Loan Agreement.

11. No Representations by Lender. Borrower acknowledges its understanding of the following: Lender is under no obligation to construct or supervise construction of the Real Property; any inspection of the Real Property is solely for the purpose of protecting the security of Lender. Nothing in this Agreement or approvals of disbursements or any other conduct is to be construed as a representation or warranty by Lender that the Real Property meets the Construction Plans, is constructed in a good and workmanlike manner, is free from defects, or is safe.

12. Reconveyance. Upon payment of all sums secured by this Deed of Trust, Lender shall request Trustee to reconvey the Real Property and shall surrender this Deed of Trust and all notes evidencing the indebtedness secured by this Deed of Trust to Trustee. Trustee shall reconvey the Real Property without warranty to the person or persons legally entitled thereto. Such person or persons shall pay all costs of recordation, if any.

13. Substitution of Trustee. Lender (or if there is more than one Lender, a majority in interest), at Lender's option, may from time to time remove Trustee and appoint a successor trustee to any trustee appointed hereunder. Without conveyance of the Real Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

14. Request for Notices. Borrower requests that copies of the Notice of Sale be sent to the Property Address.

15. Statement of Obligation. Lender may collect a fee, not to exceed the maximum amount permitted by law, for furnishing a statement of obligations as provided by Section 2943 of the California Civil Code.

16. Acceptance by Lender of Partial Payment After Notice of Default. By accepting partial payment (payments which do not satisfy a default or delinquency in full), of any sums secured by this Deed of Trust after a notice of default has been recorded, or by accepting late performance of any obligation secured by this Deed of Trust, or by adding any payments so made to the loans secured by this Deed of Trust, whether or not such payments are made pursuant to a court order, Lender does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure to make any such payment promptly or to perform any such act. No exercise of any right or remedy of the Lender or Trustee under this Deed of Trust shall constitute a waiver of any other right or remedy contained in this Deed of Trust or provided by law.

17. Unsecured Portion of Indebtedness. If any part of the secured indebtedness cannot be lawfully secured by this Deed of Trust, or if any part of the Property cannot be lawfully subject to the lien and security interest hereof to the full extent of such indebtedness, then all payments made shall be applied on said indebtedness first in discharge of that portion thereof which is unsecured by this Deed of Trust.

18. Cross Default. A default hereunder which has not been cured within the applicable grace period, shall be a default under the Loan Agreement, the Note, and any other Deed of Trust given to secure the Note or the obligations under this Deed of Trust or the Loan Agreement.

19. Loan Agreement. This Deed of Trust secures advances of funds to be used primarily in construction of improvements on the Real Property in accordance with the Loan Agreement. The terms and provisions of the Loan Agreement are incorporated herein by this reference.

20. Fixture Filing; Personal Property Security Agreement. This Deed of Trust constitutes a "security agreement" as that term is defined in the California Commercial Code ("UCC") as to all of the personal property and fixtures (collectively, the "Equipment") now or hereafter owned by Borrower and identified above as part of the Property. All Equipment, whether affixed or not, shall for purposes of this Deed of Trust, to the extent permitted by law, be considered as annexed to and forming a part of the Property and improvements in any award in eminent domain proceeding for a taking or loss of value as to the Property and improvements and in all future leases and rents. This Deed of Trust creates a security interest in the Lender, and the Borrower hereby grants Lender a security interest in all of the Equipment. A financing statement or statements shall be executed by Borrower and filed in a manner required to perfect a security interest under the UCC. Compliance with the requirements of the UCC relating to personal property shall not be construed as altering in any way the rights of Lender as determined by this Deed of Trust under any other statutes or laws of the State of California, but is declared to be solely for the protection of the Lender if such compliance is at any time held to be necessary to preserve the priority of the security interest of the Lender in the Equipment against any other claims. This Deed of Trust shall also be effective from the date of its recording as a financing statement filed as a fixture filing with respect to all Equipment which are or will become fixtures.

21. Miscellaneous. TIME IS OF THE ESSENCE OF EVERY PROVISION OF THIS DEED OF TRUST WHERE TIME IS A FACTOR. This Deed of Trust, the Loan Agreement, the Note, and any document or instruments given pursuant thereto, constitute the complete agreement between the parties. Such agreements may be amended or rights waived only by a written document signed by the party to be charged. This Deed of Trust, though drafted by one party, shall be construed as if prepared by both parties. The initial Lender named in this Deed of Trust may assign all or any part of its interest to another party or parties; upon such assignment, the assignor shall be relieved of further responsibility to Borrower and the assignee shall be deemed to have assumed and to hold the assignor harmless from any liability or responsibility to Borrower. In any proceeding involving the enforcement or interpretation of this Deed of Trust, including any claim that consent to the same was fraudulently induced, and any proceeding for relief from stay or other proceedings under any chapter of the Bankruptcy Act, the prevailing party shall be entitled to an award of its attorneys' fees, court costs, and consulting and expert fees from the losing party or parties. Captions of this Deed of Trust are for convenience of reference only and shall not be used to interpret this Deed of Trust. Words in any gender shall be deemed to include the other genders and the singular shall be

deemed to include the plural, and vice versa. If any provision of this Deed of Trust is held to be invalid, illegal or unenforceable in any jurisdiction, the remaining provisions shall not be impaired thereby. Any advance of undisbursed Loan proceeds shall not be deemed a waiver of any known or unknown breach of this Deed of Trust, the Note or the Loan Agreement.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust to be effective the date first written above.

TRUSTOR/BORROWER:

PROMINENCE PARTNERS.
a Nevada corporation

By: Ray Gray, PIES
Name: Ray Gray
Title: President

EXHIBIT "A"

All that certain real property situated in the County of San Diego, State of California, described as follows:

Parcel A:Parcel 1:

Parcel 1, in the County of San Diego, State of California, as shown at Page 13192 of Parcel Maps, filed in the Office of the County Recorder of San Diego County, February 29, 1984.

Parcel B:

An easement 60.00 feet in width for ingress, egress, utilities and appurtenances thereto over, under, along and across a strip of land within the North half, the North half of the Southwest quarter, and the North half of the Southeast quarter, all in Section 29, Township 9 South, Range 2 West, San Bernardino Meridian, in the County of San Diego, State of California, according to the Official Plat thereof, lying 30.00 feet on each side of the following described center line:

Commencing at the Southwest corner of the North half of the Southwest quarter of said Section 29;
 Thence along the North line of said North half of the Southwest quarter North 85° 41' 23" East 2858.64 feet to the True Point of Beginning;
 Thence North 31° 27' 27" West 482.03 feet to the beginning of a tangent 140.00 foot radius curve, concave Easterly;
 Thence Northerly along said curve through a central angle of 60° 07' 40" a distance of 146.93 feet;
 Thence tangent to said curve North 28° 40' 21" East 218.85 feet to the beginning of a tangent 200.00 foot radius curve, concave Westerly;
 Thence Northerly along said curve through a central angle of 27° 25' 33" a distance of 95.73 feet;
 Thence tangent to said curve North 01° 14' 48" East 358.79 feet to the beginning of a tangent 95.00 foot radius curve, concave Southerly;
 Thence Northeasterly, Easterly and Southeasterly along said curve through a central angle of 150° 04' 48" a distance of 248.84 feet;
 Thence tangent to said curve South 28° 40' 24" East 129.60 feet;
 Thence South 17° 29' 25" East 155.65 feet to the beginning of a tangent 200.00 foot radius curve, concave Northeasterly;
 Thence Southeasterly along said curve through a central angle of 56° 49' 10" a distance of 198.34 feet;
 Thence tangent to said curve South 74° 18' 35" East 578.24 feet to the beginning of a tangent 70.00 foot radius curve, concave Northerly;
 Thence Southeasterly, Easterly and Northeasterly along said curve through a central angle of 81° 45' 09" a distance of 99.88 feet;

Thence tangent to said curve North 23° 56' 16" East, 54.44 feet to the beginning of a 750.00 foot radius curve, concave Westerly;
 Thence Northerly along said curve through a central angle of 38° 09' 33" a distance of 499.50 feet;
 Thence tangent to said curve North 14° 13' 17" West 95.00 feet;
 Thence North 02° 12' 29" West 155.78 feet to the beginning of a tangent 450.00 foot radius curve, concave Westerly;
 Thence Northerly along said curve through a central angle of 23° 28' 04" a distance of 184.32 feet;
 Thence tangent to said curve North 25° 40' 33" West 214.66 feet;
 Thence North 28° 36' 56" West 453.32 feet to the beginning of a tangent 475.00 foot radius curve, concave Easterly;
 Thence Northerly along said curve through a central angle of 54° 29' 43" a distance of 451.78 feet;
 Thence tangent to said curve North 25° 52' 47" East 135.75 feet to the beginning of a tangent 125.00 foot radius curve, concave Southerly;
 Thence Northeasterly and Easterly along said curve through a central angle of 86° 16' 33" a distance of 188.22 feet;
 Thence tangent to said curve South 67° 50' 40" East 278.87 feet to the beginning of a tangent 36.47 foot radius curve, concave Northwesterly;
 Thence Easterly and Northeasterly along said curve through a central angle of 109° 56' 06" a distance of 69.98 feet; to the beginning of a compound 70.00 foot radius curve, concave Westerly; a radial to said point being South 87° 46' 46" East;
 Thence Northerly and Northwesterly along said curve through a central angle of 64° 15' 58" a distance of 78.52 feet;
 Thence tangent to said curve North 62° 02' 44" West 28.76 feet to the beginning of a tangent 150.00 foot radius curve, concave Northeasterly;
 Thence Northwesterly along said curve through a central angle of 27° 29' 00" a distance of 71.95 feet;
 Thence tangent to said curve North 34° 33' 44" West 123.93 feet to the beginning of a tangent 150.00 foot radius curve, concave Southwesterly;
 Thence Northwesterly along said curve through a central angle of 26° 38' 10" a distance of 69.73 feet;
 Thence tangent to said curve North 61° 11' 54" West 194.83 feet to the beginning of a tangent 170.00 foot radius curve, concave Southerly;
 Thence Westerly along said curve through a central angle of 45° 55' 54" a distance of 136.28 feet;
 Thence tangent to said curve South 72° 52' 12" West 92.49 feet to the beginning of a tangent 56.71 foot radius curve, concave Northerly;
 Thence Westerly along said curve through a central angle of 50° 54' 49" a distance of 50.39 feet, to the beginning of a compound 350.00 foot radius curve, concave Northeasterly, a radial to said point being South 33° 47' 01" West;
 Thence Northwesterly along said curve through a central angle of 23° 23' 43" a distance of 142.91 feet;
 Thence tangent to said curve North 32° 49' 16" West 100.42 feet to the beginning of a tangent 300.00 foot radius curve, concave Southwesterly;

Thence Northwesterly along said curve through a central angle of $41^{\circ} 02' 23''$ a distance of 214.88 feet;
 Thence tangent to said curve North $73^{\circ} 51' 39''$ West 39.51 feet;
 Thence North $42^{\circ} 25' 17''$ West 123.04 feet;
 Thence North $65^{\circ} 18' 58''$ West 135.36 feet;
 Thence North $79^{\circ} 17' 48''$ West 143.62 feet to a point beginning referred to as Point "A";
 Thence continuing North $79^{\circ} 17' 46''$ West 70.23 feet to a point described as the True Point of Beginning in deed to Concept media, Inc., recorded November 2, 1981 as Document No. 81-34536;
 Thence following along the Easterly line of said concept media land North $54^{\circ} 58' 29''$ West 126.27 feet to the North line of the Northwest quarter of said Section 29.

The sidelines of said strip of land are to be prolonged Southerly to terminate in the South line of the North half of the Southwest quarter of said Section 29 and Northerly to terminate in the North line of the Northwest quarter of said Section 29.

Excepting therefrom that portion thereof not lying within the ownership of said Grantor.

Said easement is hereby declared to be appurtenant to and for the use and benefit of the present and future owners of the North half. The North half of the Southwest quarter and the North half of the Southeast quarter of said Section 29 or any parts or portions thereof.

Parcel C:

An easement 60.00 feet in width for ingress, egress, utilities and appurtenances thereto over, under, along and across the Northwest quarter of said Section 29, the center line of which is described as follows:

Beginning at Point "A" hereinabove described;
 Thence North $89^{\circ} 00' 02''$ West 270.56 feet to the beginning of a tangent 300.00 foot radius curve, concave Southerly;
 Thence Westerly along said curve through a central angle of $19^{\circ} 05' 10''$ a distance of 99.93 feet;
 Thence tangent to said curve South $71^{\circ} 54' 48''$ West 32.24 feet to the beginning of a 200.00 foot radius tangent curve concave Southeasterly;
 Thence Southwesterly along the arc of said curve through a central angle of $15^{\circ} 26' 36''$ a distance of 53.91 feet;
 Thence tangent to said curve South $56^{\circ} 28' 12''$ West 131.98 feet to the beginning of 150.00 foot radius tangent curve concave Southeasterly;
 Thence Southeasterly along the arc of said curve through a central angle of $44^{\circ} 20' 03''$ a distance of 116.07 feet; to the beginning of a 175.31 foot radius tangent reverse curve concave Northwesterly;

Thence Southwesterly along the arc of said reverse curve through a central angle of $45^{\circ} 45' 10''$ a distance of 139.99 feet;
 Thence South $57^{\circ} 53' 19''$ West 87.49 feet to the beginning of a 150.00 foot radius tangent curve concave Northerly;
 Thence Westerly along said curve through a central angle of $26^{\circ} 17' 33''$ a distance of 68.83 feet;
 Thence tangent to said curve South $84^{\circ} 10' 52''$ West 117.38 feet to the beginning of a 300.00 foot radius tangent curve concave Southerly;
 Thence Westerly along the arc of said curve through a central angle of $08^{\circ} 01' 20''$ a distance of 42.00 feet;
 Thence tangent to said curve South $76^{\circ} 09' 32''$ West 16.55 feet to the beginning of a 250.00 foot radius tangent curve concave Southeasterly;
 Thence Southwesterly along the arc of said curve through a central angle of $21^{\circ} 28' 15''$ a distance of 93.68 feet;
 Thence tangent to said curve South $54^{\circ} 41' 17''$ West 126.44 feet to the beginning of a 600.00 foot radius curve, concave Southeasterly;
 Thence Southwesterly along the arc of said curve through a central angle of $08^{\circ} 31' 33''$ a distance of 89.28 feet;
 Thence tangent to said curve South $46^{\circ} 09' 44''$ West 86.60 feet to the beginning of a 150.00 foot radius tangent curve concave Easterly;
 Thence Southerly along the arc of said curve through a central angle of $34^{\circ} 38' 53''$ a distance of 90.71 feet;
 Thence tangent to said curve South $11^{\circ} 30' 51''$ West 230.95 feet to the beginning of a 198.74 foot radius tangent curve concave Northwesterly;
 Thence Southwesterly along the arc of said curve through a central angle of $42^{\circ} 39' 47''$ a distance of 147.88 feet; to the beginning of a 1000.00 foot radius tangent compound curve concave Northwesterly;
 Thence Southwesterly along the arc of said compound curve through a central angle of $04^{\circ} 00' 50''$ a distance of 70.09 feet to the beginning of a 278.73 foot radius compound curve concave Northerly;
 Thence Westerly along the arc of said compound curve through a central angle of $26^{\circ} 21' 46''$ a distance of 128.25 feet;
 Thence tangent to said curve South $84^{\circ} 33' 22''$ West 17.87 feet to the beginning of a 150.00 foot radius tangent curve concave Southeasterly;
 Thence Southwesterly along the arc of said curve through a central angle of $43^{\circ} 54' 42''$ a distance of 114.96 feet;
 Thence tangent to said curve South $40^{\circ} 38' 40''$ West 81.77 feet to the beginning of a 150.00 foot radius tangent curve, concave Easterly;
 Thence Southerly along the arc of said curve through a central angle of $33^{\circ} 49' 06''$ a distance of 88.54 feet;
 Thence tangent to said curve South $06^{\circ} 49' 34''$ West 26.68 feet.

The sidelines of said easement shall be foreshortened or lengthened so as to terminate Southerly in a line bearing South $83^{\circ} 10' 26''$ East through the Southerly terminus of the last course hereinabove described.

15140A

Excepting therefrom that portion thereof lying within Parcel "A" hereinabove described.

Said easement is hereby declared to be appurtenant to and for the use and benefit of the present and future owners of the North half, the North half of the Southwest quarter and the North half of the Southeast quarter of said Section 29 or any parts or portions thereof.

Parcel 2:

An easement and right of way for ingress and egress for road purposes and incidental purposes thereto over, under, along and across a strip of land 40.00 feet in width lying within the South half of the South half of Section 29 and the North half of the North half of Section 32, all in Township 9 South, Range 2 West, San Bernardino Meridian, in the County of San Diego, State of California, according to the Official Plat thereof, the center line of said 40.00 foot strip of land being described as follows:

Beginning at a point on the Northerly line of said South half of the South half of Section 29 distant thereon North $85^{\circ} 41' 23''$ East, 2858.64 feet from the Northwest corner thereof;

Thence from said point of beginning South $31^{\circ} 27' 09''$ East, 13.26 feet to the beginning of a tangent 350.00 foot radius curve, concave Westerly;
Thence Southerly along the arc of said curve through a central angle of $23^{\circ} 18' 55''$ a distance of 142.43 feet;
Thence tangent to said curve South $8^{\circ} 08' 14''$ East, 342.08 feet to the beginning of a tangent 400.00 foot radius curve, concave Westerly;
Thence Southerly along the arc of said curve through a central angle of $19^{\circ} 14' 10''$ a distance of 134.29 feet;
Thence tangent to said curve South $11^{\circ} 05' 56''$ West, 254.79 feet to the beginning of a tangent 500.00 foot radius curve, concave Westerly;
Thence Southerly along the arc of said curve through a central angle of $13^{\circ} 59' 50''$ a distance of 122.15 feet;
Thence tangent to said curve South $25^{\circ} 05' 46''$ West, 260.70 feet to the beginning of a tangent 150.00 foot radius curve, concave Easterly;
Thence Southerly along the arc of said curve through a central angle of $57^{\circ} 46' 40''$ a distance of 151.26 feet;
Thence tangent to said curve South $32^{\circ} 40' 54''$ East, 196.92 feet to the beginning of a tangent 750.00 foot radius curve, concave Northeasterly;
Thence Southeasterly along the arc of said curve through a central angle of $8^{\circ} 08' 20''$ a distance of 106.54 feet;
Thence tangent to said curve South $40^{\circ} 49' 14''$ East to the Southeasterly line of Parcel 2 of land conveyed to San Diego Gas & Electric Company by Deed recorded April 27, 1970 as File No. 71473 of Official Records of said County, being a distance of 450.00 feet, more or less.

Parcel E:

An easement 60 feet wide for road and public utility purposes over, under and across a portion of Parcel Map No. 13192 recorded in book of Parcel Maps February 29, 1984 as File No. 84-074084, the center line of which is described as follows:

Commencing at the most Westerly corner of Parcel 2 of said Parcel Map, said point being the beginning of a curve concave to the North having a radius of 65.00 feet and to which point a radial line bears South 71° 23' 56" West;

Thence Southerly, Southeasterly, Easterly and Northeasterly 109.16 feet along said curve through a central angle of 96° 13' 35";
Thence North 65° 10' 21" East 41.01 feet to the True Point of Beginning;
Thence 37° 33' 39" East 113.40 feet to the beginning of a curve concave to the Southeast having a radius of 75.00 feet;
Thence Northeasterly and Easterly 64.66 feet along said curve through a central angle of 49° 23' 35";
Thence North 86° 57' 14" East 88.53 feet;
Thence North 37° 57' 30" West 134.24 feet to a point on the Easterly boundary of Parcel 1 of said Parcel Map, being designated herein as Point X.

Thence sidelines of said 60 foot easement shall be extended or shortened to terminate at the boundary of said Parcel 2.

Excepting any portion lying within Parcel A above.

EXHIBIT 2

JUN 18, 2007 3:18 PM

WHEN RECORDED MAIL TO:

DFI Funding, Inc.
4120 Douglas Boulevard #306-521
Granite Bay, CA 95746

Parcel Number 110-72-14-00

9541

OFFICIAL RECORDS
SAN DIEGO COUNTY RECORDER'S OFFICE
GREGORY J. SMITH, COUNTY RECORDER
FEES \$5.00
PAGES 11



2007-0409898

MODIFICATION OF NOTE AND DEED OF TRUST

This Agreement is entered into as of April 23, 2007 between Comerica Bank as collateral holder for DFI Funding, Inc. (the "Lender"), holder of all beneficial interest in the Note and Deed of Trust referred to herein, and PROMINANCE PARTNERS, A NEVADA CORPORATION, (collectively, the "Borrower"), owners of the real property located at (VACANT LAND) PALA DEL NORTE ROAD, SAN DIEGO County, California, Parcel number 110-72-14-00 (the "Property")

The Property is secured by a Deed of Trust (the "Deed of Trust") recorded on OCTOBER 07, 2005, as Document Number 2005-0872269 in the Official Records of the SAN DIEGO County Recorder's Office, securing a Note dated OCTOBER 3, 2005 in the principal amount of \$4,750,000.00 (the "Note"). The Note and Deed of Trust are referred to collectively herein as the "Loan."

The Lender and Borrower wish to modify the Loan to extend additional funds to the Borrower. In consideration of the mutual promises contained herein, it is hereby agreed as follows:

1. Agreed Current Status of Loan: The unpaid principal balance of the Loan as of the date of this Modification is \$2,956,956.35, excluding unpaid interest and any escrow balances and impound amounts. The unpaid principal balance is due and payable in full on May 1, 2007 (the "Maturity Date"). The current payment amount is 30 days of interest on the unpaid principal balance and is next due on May 1, 2007.

2. Modified Loan Terms: As of May 1, 2007, Lender will advance an additional \$795,000.00 to the Borrower to be broken down as follows: \$166,350.00 extension fee to be paid to DFI Funding, Inc.; \$628,650.00 for an interest impound reserve to be applied to the monthly interest only payments as \$53,140.00 per month for eleven months and \$44,110.00 for the twelfth month at which time the borrower must remit the difference due: increasing the principal balance from \$4,750,000.00 to \$5,545,000.00. The new payment amount is 30 days of interest on the unpaid principal balance and will be due on the first of each month beginning June 1, 2007. The interest rate will remain at 11.50%. The maturity date will become May 1, 2008 at which time the principal balance of \$5,545,000.00 along with the final payment of 30 days of interest on the unpaid principal balance, and any outstanding balance, will be due.

3. Fees: Borrower shall pay Lender and others, concurrently with recordation hereof, the fees and charges set forth in the Good Faith Estimate signed concurrently herewith. Borrower shall also pay any taxes due

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109
1001
466077

4. Contingency. This Agreement shall be contingent upon Lender obtaining an ALTA policy of title insurance insuring the Loan, as modified hereby, as a 1st lien on the Property.

5. Miscellaneous. In any action involving this Agreement the winning party shall be entitled to an award of its attorneys' fees from the losing party, as determined by the Court. This Agreement contains the entire agreement between the parties. Borrower is hereby advised to seek legal advice before entering into this Agreement. This Agreement can only be modified by a writing executed by both parties.

All other provisions of the Note and Mortgage shall remain in force, unaffected.

IN WITNESS WHEREOF the parties have executed this Agreement the day and year first above mentioned.

BORROWER: PROMINANCE PARTNERS

Ray Gray

Ray Gray - President

LENDER:
DFI FUNDING, INC

By: *Tiffany Vargas*

Signature

Tiffany Vargas

Print Name

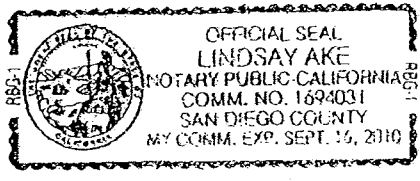
Its: *V.P.*

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN DIEGO)

On May 01st, 2007, before me, ^{LINDSAY AKE} ~~the undersigned~~, a Notary Public in and for said County and State, personally appeared RAY GRAY, personally known to me (or 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.

WITNESS my hand and official seal.

Signature: [Handwritten Signature]



STATE OF CALIFORNIA)
) ss.
COUNTY OF)

On _____, 2007, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____, personally known to me (or 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.

WITNESS my hand and official seal.

Signature: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

On _____, 2007, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____, personally known to me (or 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.

WITNESS my hand and official seal.

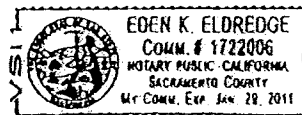
Signature: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF Placer)

EDEN K. ELDREDGE

On May 10, 2007, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Tiffani Vargas, personally known to me (or 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.

WITNESS my hand and official seal.



Signature: Eden K. Eldredge

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

On _____, 2007, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____, personally known to me (or 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.

WITNESS my hand and official seal.

Signature: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

On _____, 2007, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____, personally known to me (or 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.

WITNESS my hand and official seal.

Signature: _____

EXHIBIT "A"

All that certain real property situated in the County of San Diego, State of California, described as follows:

Parcel A:Parcel 1:

Parcel 1, in the County of San Diego, State of California, as shown at Page 13192 of Parcel Maps, filed in the Office of the County Recorder of San Diego County, February 29, 1984.

Parcel B:

An easement 60.00 feet in width for ingress, egress, utilities and appurtenances thereto over, under, along and across a strip of land within the North half, the North half of the Southwest quarter, and the North half of the Southeast quarter, all in Section 29, Township 9 South, Range 2 West, San Bernardino Meridian, in the County of San Diego, State of California, according to the Official Plat thereof, lying 30.00 feet on each side of the following described center line:

Commencing at the Southwest corner of the North half of the Southwest quarter of said Section 29;
 Thence along the North line of said North half of the Southwest quarter North 85° 41' 23" East 2858.64 feet to the True Point of Beginning;
 Thence North 31° 27' 27" West 482.03 feet to the beginning of a tangent 140.00 foot radius curve, concave Easterly;
 Thence Northerly along said curve through a central angle of 60° 07' 40" a distance of 146.93 feet;
 Thence tangent to said curve North 28° 40' 21" East 218.85 feet to the beginning of a tangent 200.00 foot radius curve, concave Westerly;
 Thence Northerly along said curve through a central angle of 27° 25' 33" a distance of 95.73 feet;
 Thence tangent to said curve North 01° 14' 48" East 358.79 feet to the beginning of a tangent 95.00 foot radius curve, concave Southerly;
 Thence Northeasterly, Easterly and Southeasterly along said curve through a central angle of 150° 04' 48" a distance of 248.84 feet;
 Thence tangent to said curve South 28° 40' 24" East 129.60 feet;
 Thence South 17° 29' 25" East 155.65 feet to the beginning of a tangent 200.00 foot radius curve, concave Northeasterly;
 Thence Southeasterly along said curve through a central angle of 56° 49' 10" a distance of 198.34 feet;
 Thence tangent to said curve South 74° 18' 35" East 578.24 feet to the beginning of a tangent 70.00 foot radius curve, concave Northerly;
 Thence Southeasterly, Easterly and Northeasterly along said curve through a central angle of 81° 45' 09" a distance of 99.88 feet;

Thence tangent to said curve North $23^{\circ} 56' 16''$ East, 54.44 feet to the beginning of a 750.00 foot radius curve, concave Westerly;
Thence Northerly along said curve through a central angle of $38^{\circ} 09' 33''$ a distance of 499.50 feet;
Thence tangent to said curve North $14^{\circ} 13' 17''$ West 95.00 feet;
Thence North $02^{\circ} 12' 29''$ West 155.78 feet to the beginning of a tangent 450.00 foot radius curve, concave Westerly;
Thence Northerly along said curve through a central angle of $23^{\circ} 28' 04''$ a distance of 184.32 feet;
Thence tangent to said curve North $25^{\circ} 40' 33''$ West 214.66 feet;
Thence North $28^{\circ} 36' 56''$ West 453.32 feet to the beginning of a tangent 475.00 foot radius curve, concave Easterly;
Thence Northerly along said curve through a central angle of $54^{\circ} 29' 43''$ a distance of 451.78 feet;
Thence tangent to said curve North $25^{\circ} 52' 47''$ East 135.75 feet to the beginning of a tangent 125.00 foot radius curve, concave Southerly;
Thence Northeasterly and Easterly along said curve through a central angle of $86^{\circ} 16' 33''$ a distance of 188.22 feet;
Thence tangent to said curve South $67^{\circ} 50' 40''$ East 278.87 feet to the beginning of a tangent 36.47 foot radius curve, concave Northwesterly;
Thence Easterly and Northeasterly along said curve through a central angle of $109^{\circ} 56' 06''$ a distance of 69.98 feet; to the beginning of a compound 70.00 foot radius curve, concave Westerly, a radial to said point being South $87^{\circ} 46' 46''$ East;
Thence Northerly and Northwesterly along said curve through a central angle of $64^{\circ} 15' 58''$ a distance of 78.52 feet;
Thence tangent to said curve North $62^{\circ} 02' 44''$ West 28.76 feet to the beginning of a tangent 150.00 foot radius curve, concave Northeasterly;
Thence Northwesterly along said curve through a central angle of $27^{\circ} 29' 00''$ a distance of 71.95 feet;
Thence tangent to said curve North $34^{\circ} 33' 44''$ West 123.93 feet to the beginning of a tangent 150.00 foot radius curve, concave Southwesterly;
Thence Northwesterly along said curve through a central angle of $26^{\circ} 38' 10''$ a distance of 69.73 feet;
Thence tangent to said curve North $61^{\circ} 11' 54''$ West 194.83 feet to the beginning of a tangent 170.00 foot radius curve, concave Southerly;
Thence Westerly along said curve through a central angle of $45^{\circ} 55' 54''$ a distance of 136.28 feet;
Thence tangent to said curve South $72^{\circ} 52' 12''$ West 92.49 feet to the beginning of a tangent 56.71 foot radius curve, concave Northerly;
Thence Westerly along said curve through a central angle of $50^{\circ} 54' 49''$ a distance of 50.39 feet, to the beginning of a compound 350.00 foot radius curve, concave Northeasterly, a radial to said point being South $33^{\circ} 47' 01''$ West;
Thence Northwesterly along said curve through a central angle of $23^{\circ} 23' 43''$ a distance of 142.91 feet;
Thence tangent to said curve North $32^{\circ} 49' 16''$ West 100.42 feet to the beginning of a tangent 300.00 foot radius curve, concave Southwesterly;

Thence Northwesterly along said curve through a central angle of $41^{\circ} 02' 23''$ a distance of 214.88 feet;
 Thence tangent to said curve North $73^{\circ} 51' 39''$ West 39.51 feet;
 Thence North $42^{\circ} 25' 17''$ West 123.04 feet;
 Thence North $65^{\circ} 18' 58''$ West 135.36 feet;
 Thence North $79^{\circ} 17' 48''$ West 143.62 feet to a point beginning referred to as Point "A";
 Thence continuing North $79^{\circ} 17' 46''$ West 70.23 feet to a point described as the True Point of Beginning in deed to Concept media, Inc., recorded November 2, 1981 as Document No. 81-345536;
 Thence following along the Easterly line of said concept media land North $54^{\circ} 58' 29''$ West 326.27 feet to the North line of the Northwest quarter of said Section 29.

The sidelines of said strip of land are to be prolonged Southerly to terminate in the South line of the North half of the Southwest quarter of said Section 29 and Northerly to terminate in the North line of the Northwest quarter of said Section 29.

Excepting therefrom that portion thereof not lying within the ownership of said Grantor.

Said easement is hereby declared to be appurtenant to and for the use and benefit of the present and future owners of the North half. The North half of the Southwest quarter and the North half of the Southeast quarter of said Section 29 or any parts or portions thereof.

Parcel C:

An easement 60.00 feet in width for ingress, egress, utilities and appurtenances thereto over, under, along and across the Northwest quarter of said Section 29, the center line of which is described as follows:

Beginning at Point "A" hereinabove described;
 Thence North $89^{\circ} 00' 02''$ West 270.56 feet to the beginning of a tangent 300.00 foot radius curve, concave Southerly;
 Thence Westerly along said curve through a central angle of $19^{\circ} 05' 10''$ a distance of 99.93 feet;
 Thence tangent to said curve South $71^{\circ} 54' 48''$ West 32.24 feet to the beginning of a 200.00 foot radius tangent curve concave Southeasterly;
 Thence Southwesterly along the arc of said curve through a central angle of $15^{\circ} 26' 36''$ a distance of 53.91 feet;
 Thence tangent to said curve South $56^{\circ} 28' 12''$ West 131.98 feet to the beginning of 150.00 foot radius tangent curve concave Southeasterly;
 Thence Southeasterly along the arc of said curve through a central angle of $44^{\circ} 20' 03''$ a distance of 116.07 feet; to the beginning of a 175.31 foot radius tangent reverse curve concave Northwesterly;

Thence Southwesterly along the arc of said reverse curve through a central angle of $45^{\circ} 45' 10''$ a distance of 139.99 feet;
 Thence South $57^{\circ} 53' 19''$ West 87.49 feet to the beginning of a 150.00 foot radius tangent curve concave Northerly;
 Thence Westerly along said curve through a central angle of $26^{\circ} 17' 33''$ a distance of 68.83 feet;
 Thence tangent to said curve South $84^{\circ} 10' 52''$ West 117.38 feet to the beginning of a 300.00 foot radius tangent curve concave Southerly;
 Thence Westerly along the arc of said curve through a central angle of $08^{\circ} 01' 20''$ a distance of 42.00 feet;
 Thence tangent to said curve South $76^{\circ} 09' 32''$ West 16.55 feet to the beginning of a 250.00 foot radius tangent curve concave Southeasterly;
 Thence Southwesterly along the arc of said curve through a central angle of $21^{\circ} 28' 15''$ a distance of 93.68 feet;
 Thence tangent to said curve South $54^{\circ} 41' 17''$ West 126.44 feet to the beginning of a 600.00 foot radius curve, concave Southeasterly;
 Thence Southwesterly along the arc of said curve through a central angle of $08^{\circ} 31' 33''$ a distance of 89.28 feet;
 Thence tangent to said curve South $46^{\circ} 09' 44''$ West 86.60 feet to the beginning of a 150.00 foot radius tangent curve concave Easterly;
 Thence Southerly along the arc of said curve through a central angle of $34^{\circ} 38' 53''$ a distance of 90.71 feet;
 Thence tangent to said curve South $11^{\circ} 30' 51''$ West 230.95 feet to the beginning of a 198.74 foot radius tangent curve concave Northwesterly;
 Thence Southwesterly along the arc of said curve through a central angle of $42^{\circ} 39' 47''$ a distance of 147.88 feet; to the beginning of a 1000.00 foot radius tangent compound curve concave Northwesterly;
 Thence Southwesterly along the arc of said compound curve through a central angle of $04^{\circ} 00' 50''$ a distance of 70.09 feet to the beginning of a 278.73 foot radius compound curve concave Northerly;
 Thence Westerly along the arc of said compound curve through a central angle of $26^{\circ} 21' 46''$ a distance of 128.25 feet;
 Thence tangent to said curve South $84^{\circ} 33' 22''$ West 17.87 feet to the beginning of a 150.00 foot radius tangent curve concave Southeasterly;
 Thence Southwesterly along the arc of said curve through a central angle of $43^{\circ} 54' 42''$ a distance of 114.96 feet;
 Thence tangent to said curve South $40^{\circ} 38' 40''$ West 81.77 feet to the beginning of a 150.00 foot radius tangent curve, concave Easterly;
 Thence Southerly along the arc of said curve through a central angle of $33^{\circ} 49' 06''$ a distance of 88.54 feet;
 Thence tangent to said curve South $06^{\circ} 49' 34''$ West 26.58 feet.

The sidelines of said easement shall be foreshortened or lengthened so as to terminate Southerly in a line bearing South $83^{\circ} 10' 26''$ East through the Southerly terminus of the last course hereinabove described.

Excepting therefrom that portion thereof lying within Parcel "A" hereinabove described.

9549

Said easement is hereby declared to be appurtenant to and for the use and benefit of the present and future owners of the North half, the North half of the Southwest quarter and the North half of the Southeast quarter of said Section 29 or any parts or portions thereof.

Parcel D:

An easement and right of way for ingress and egress for road purposes and incidental purposes thereto over, under, along and across a strip of land 40.00 feet in width lying within the South half of the South half of Section 29 and the North half of the North half of Section 32, all in Township 9 South, Range 2 West, San Bernardino Meridian, in the County of San Diego, State of California, according to the Official Plat thereof, the center line of said 40.00 foot strip of land being described as follows:

Beginning at a point on the Northerly line of said South half of the South half of Section 29 distant thereon North 85° 41' 23" East, 2858.64 feet from the Northwest corner thereof;

Thence from said point of beginning South 31° 27' 09" East, 13.26 feet to the beginning of a tangent 350.00 foot radius curve, concave Westerly;
Thence Southerly along the arc of said curve through a central angle of 23° 18' 55" a distance of 142.43 feet;
Thence tangent to said curve South 8° 08' 14" East, 342.08 feet to the beginning of a tangent 400.00 foot radius curve, concave Westerly;
Thence Southerly along the arc of said curve through a central angle of 19° 14' 10" a distance of 134.29 feet;
Thence tangent to said curve South 11° 05' 56" West, 254.79 feet to the beginning of a tangent 500.00 foot radius curve, concave Westerly;
Thence Southerly along the arc of said curve through a central angle of 13° 59' 50" a distance of 122.15 feet;
Thence tangent to said curve South 25° 05' 46" West, 260.70 feet to the beginning of a tangent 150.00 foot radius curve, concave Easterly;
Thence Southerly along the arc of said curve through a central angle of 57° 46' 40" a distance of 151.26 feet;
Thence tangent to said curve South 32° 40' 54" East, 196.92 feet to the beginning of a tangent 750.00 foot radius curve, concave Northeasterly;
Thence Southeasterly along the arc of said curve through a central angle of 8° 08' 20" a distance of 106.54 feet;
Thence tangent to said curve South 40° 49' 14" East to the Southeasterly line of Parcel 2 of land conveyed to San Diego Gas & Electric Company by Deed recorded April 27, 1970 as File No. 71473 of Official Records of said County, being a distance of 450.00 feet, more or less.

Parcel E:

9550

An easement 60 feet wide for road and public utility purposes over, under and across a portion of Parcel Map No. 13192 recorded in book of Parcel Maps February 29, 1984 as File No. 84-074084, the center line of which is described as follows:

Commencing at the most Westerly corner of Parcel 2 of said Parcel Map, said point being the beginning of a curve concave to the North having a radius of 65.00 feet and to which point a radial line bears South $71^{\circ} 23' 56''$ West;

Thence Southerly, Southeasterly, Easterly and Northeasterly 109.16 feet along said curve through a central angle of $96^{\circ} 13' 35''$;

Thence North $65^{\circ} 10' 21''$ East 41.01 feet to the True Point of Beginning;

Thence $37^{\circ} 33' 39''$ East 113.40 feet to the beginning of a curve concave to the Southeast having a radius of 75.00 feet;

Thence Northeasterly and Easterly 64.66 feet along said curve through a central angle of $49^{\circ} 23' 35''$;

Thence North $86^{\circ} 57' 14''$ East 88.53 feet;

Thence North $37^{\circ} 57' 30''$ West 134.24 feet to a point on the Easterly boundary of Parcel 1 of said Parcel Map, being designated herein as Point X.

Thence sidelines of said 60 foot easement shall be extended or shortened to terminate at the boundary of said Parcel 2.

Excepting any portion lying within Parcel A above.

EXHIBIT 3

WHEN RECORDED MAIL TO:

DFI Funding, Inc.
4120 Douglas Boulevard #306-521
Granite Bay, CA 95746

Parcel Number 110-72-14-00

4606077-54

THE ORIGINAL OF THIS DOCUMENT
WAS RECORDED ON JAN 22, 2008
DOCUMENT NUMBER 2008-0027985
GREGORY J. SMITH, COUNTY RECORDER
SAN DIEGO COUNTY RECORDER'S OFFICE
TIME: 11:15 AM

MODIFICATION OF NOTE AND:

This Agreement is entered into as of December 31, 2007 between Comerica Bank as collateral holder for DFI Funding, Inc. (the "Lender"), holder of all beneficial interest in the Note and Deed of Trust referred to herein, and PROMINANCE PARTNERS, A NEVADA CORPORATION, (collectively, the "Borrower"), owners of the real property located at APN #110-72-14-00 SAN DIEGO County, California, Parcel number 110-72-14-00 (the "Property")

The Property is secured by a Deed of Trust (the "Deed of Trust") recorded on OCTOBER 07, 2005, as Document Number 2005-0872269 in the Official Records of the SAN DIEGO County Recorder's Office, later modified on 04/23/2007 recorded on 06/18/2007 as document number 2007-0409898 (the previous "modification of note and deed of trust") securing a Note dated OCTOBER 3, 2005 in the principal amount of \$4,750,000.00 (the "Note"). The Note and Deed of Trust are referred to collectively herein as the "Loan."

The Lender and Borrower wish to modify the Loan. In consideration of the mutual promises contained herein, it is hereby agreed as follows:

1. Agreed Current Status of Loan: The unpaid principal balance of the Loan as of the date of this Modification is \$3,437,280.25, excluding unpaid interest and any escrow balances and impound amounts. The unpaid principal balance is due and payable in full on May 1, 2008 (the "Maturity Date"). The current payment amount is 30 days of interest on the unpaid principal balance and is next due on February 1, 2008.

Modified Loan Terms. As of December 31, 2007, Lender will immediately advance \$1,457,884.87 to the loan balance of \$3,437,280.25 bringing the new account balance to \$4,895,165.12. By January 1, 2009, the new maximum loan amount will become \$5,233,737.48 as Lender advances an additional \$338,572.36 in interest payments over a period of twelve months as described in section 1 below. The total advanced funds will be disbursed as follows:

1. PROMINENCE PARTNERS loan: \$514,944.27 in total advances on items 2 through 6 listed below plus \$942,940.60 in immediate advances related to this loan broken down as follows: \$800,000 paid in cash to Ray Gray+ \$32,940.60 paid to DFI for the 1/1/08 payment + \$110,000 extension fee (2%) plus \$338,572.36 in gradual advances during the next 12 months to be advanced via interest payments made on the first day of each month from February 1, 2008 through January 1, 2009 as follows: \$46,912.00 on 2/1/08 representing a 100% interest payment; \$47,361.57 on 3/1/08 representing a 100% interest payment;; \$23,907.73 on 4/1/08 representing a 50% interest payment; \$24,022.28 on 5/1/08 representing a 50% interest payment; \$24,137.39 on 6/1/08 representing a 50% interest payment; \$24,253.05 on 7/1/08 representing a 50% interest payment; \$24,369.26

- on 8/1/08 representing a 50% interest payment; \$24,486.03 on 9/1/08 representing a 50% interest payment; \$24,603.36 on 10/1/08 representing a 50% interest payment; \$24,721.25 on 11/1/08 representing a 50% interest payment; \$24,839.71 in 12/1/08 representing a 50% interest payment and \$24,958.73 on 1/1/09 representing a 50% interest payment. During the months where a 50% interest payment is applied, the borrowers will be required to remit the remainder due.
2. WOLF loan: \$97341.10 broken down as follows: \$15,352.34 in interest due as of 12/1/07 + \$21,819.59 for interest due on 1/1/08, 2/1/08 & 3/1/08 + \$36,365.98 for half of the interest due on 4/1/08, 5/1/08, 6/1/08, 7/1/08, 8/1/08, 9/1/08, 10/1/08, 11/1/08, 12/1/08 and 1/1/09 + \$23,803.19 for an extension fee (3%).
 3. WEICHERT loan: \$73,696.42 broken down as follows: \$11,623.02 in interest due as of 12/1/07 + \$16,519.53 for interest due on 1/1/08, 2/1/08 & 3/1/08 + \$27,532.56 for half of the interest due on 4/1/08, 5/1/08, 6/1/08, 7/1/08, 8/1/08, 9/1/08, 10/1/08, 11/1/08, 12/1/08 and 1/1/09 + \$18,021.31 for an extension fee (3%).
 4. STURDEVAN loan: \$85,010.01 broken down as follows: \$13,409.00 in interest due as of 12/1/07 + \$19,055.11 for interest due on 1/1/08, 2/1/08 & 3/1/08 + \$31,758.51 for half of the interest due on 4/1/08, 5/1/08, 6/1/08, 7/1/08, 8/1/08, 9/1/08, 10/1/08, 11/1/08, 12/1/08 and 1/1/09 + \$20,787.39 for an extension fee (3%).
 5. GRAY #2 loan: \$97,528.45 broken down as follows: \$15,352.34 in interest due as of 12/1/07 + \$21,869.45 for interest due on 1/1/08, 2/1/08 & 3/1/08 + \$36,449.08 for half of the interest due on 4/1/08, 5/1/08, 6/1/08, 7/1/08, 8/1/08, 9/1/08, 10/1/08, 11/1/08, 12/1/08 and 1/1/09 + \$23,857.58 for an extension fee (3%)
 6. DESERT AIRE loan: \$161,368.29 broken down as follows: \$24,698.24 in interest due as of 12/1/07 + \$33,679.41 for interest due on 1/1/08, 2/1/08 & 3/1/08 + \$56,132.35 for half of the interest due on 4/1/08, 5/1/08, 6/1/08, 7/1/08, 8/1/08, 9/1/08, 10/1/08, 11/1/08, 12/1/08 and 1/1/09 + \$46,858.29 for an extension fee (4%)

There will be no additional monies advanced beyond what is detailed in this modification (i.e. to complete houses) and the new maximum loan balance is \$5,233,737.48. The new payment amount is 30 days of interest on the unpaid principal balance and will be due on the first of each month beginning February 1, 2008. The interest rate will remain at 11.50%. The maturity date will become January 1, 2009 at which time the principal balance of \$5,233,737.48 along with the final payment of 30 days of interest on the unpaid principal balance, and any outstanding balance, will be due.


2. Fees. Borrower shall pay Lender and others, concurrently with recordation hereof, the fees and charges set forth in the Good Faith Estimate signed concurrently herewith. Borrower shall also pay any taxes due.
3. Contingency. This Agreement shall be contingent upon Lender obtaining an ALTA policy of title insurance insuring the Loan, as modified hereby, as a 1st lien on the Property.
4. Miscellaneous. In any action involving this Agreement the winning party shall be entitled to an award of its attorneys' fees from the losing party, as determined by the Court. This Agreement contains the entire agreement between the parties. Borrower is hereby advised to seek legal advice

before entering into this Agreement. This Agreement can only be modified by a writing executed by both parties.

All other provisions of the Note and Mortgage shall remain in force, unaffected.

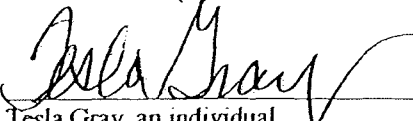
IN WITNESS WHEREOF the parties have executed this Agreement the day and year first above mentioned.

BORROWER:

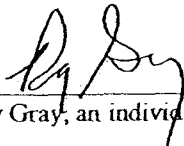


Ray Gray - President

GUARANTOR(S):



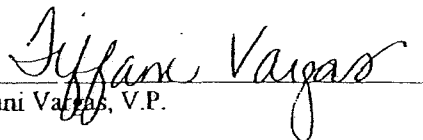
Tesla Gray, an individual



Ray Gray, an individual

LENDER: DFI Funding, Inc.

By:



Tiffani Vargas, V.P.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SAN DIEGO

On 01-08-2008 before me, SETH ESSENFELD, NOTARY PUBLIC

Date

Here Insert Name and Title of the Officer

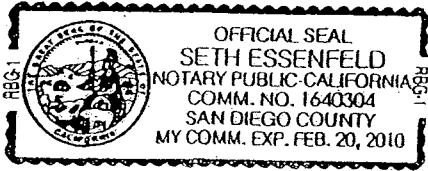
personally appeared RAY GRAY

Name(s) of Signer(s)

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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above

Signature [Handwritten Signature]

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

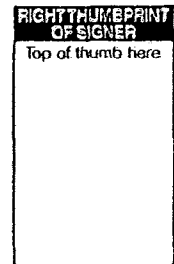
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SAN DIEGO

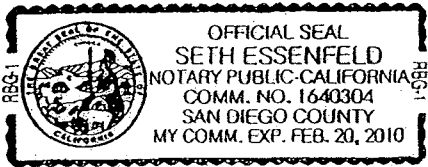
On 1/08/08 before me, SETH ESSENFELD - NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared TESLA GRAY
Name(s) of Signer(s)

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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above

Signature [Handwritten Signature]
Signature of Notary Public

OPTIONAL

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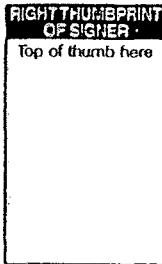
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

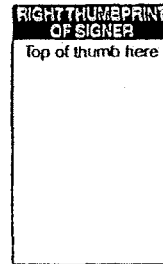
Signer Is Representing: _____



Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SAN DIEGO

On 01-08-2008 before me, SETH ESSENFELD, NOTARY PUBLIC

personally appeared RAY GRAY

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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above

Signature [Handwritten Signature]
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

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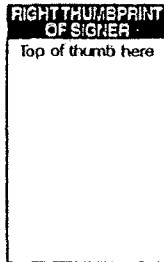
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

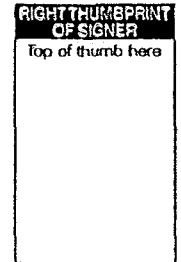
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

California All-Purpose Acknowledgment

State of California
County of Placer } ss.

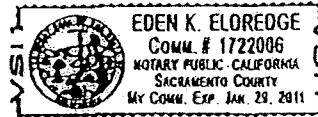
On January 10, 2008 before me, Eden K. Eldredge, Notary Public,
Name and Title of Notary Public
personally appeared Tiffani Vargas

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 California the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Eden K. Eldredge
Signature of Notary Public



This area for official notarial seal.

(Optional) My commission expires on: _____

(Optional) Phone No.: _____

EXHIBIT "A"

All that certain real property situated in the County of San Diego, State of California, described as follows:

Parcel A:

Parcel 1:

Parcel 1, in the County of San Diego, State of California, as shown at Page 13192 of Parcel Maps, filed in the Office of the County Recorder of San Diego County, February 29, 1984.

Parcel B:

An easement 60.00 feet in width for ingress, egress, utilities and appurtenances thereto over, under, along and across a strip of land within the North half, the North half of the Southwest quarter, and the North half of the Southeast quarter, all in Section 29, Township 9 South, Range 2 West, San Bernardino Meridian, in the County of San Diego, State of California, according to the Official Plat thereof, lying 30.00 feet on each side of the following described center line:

Commencing at the Southwest corner of the North half of the Southwest quarter of said Section 29;
Thence along the North line of said North half of the Southwest quarter North 85° 41' 23" East 2858.64 feet to the True Point of Beginning;
Thence North 31° 27' 27" West 482.03 feet to the beginning of a tangent 140.00 foot radius curve, concave Easterly;
Thence Northerly along said curve through a central angle of 60° 07' 48" a distance of 146.93 feet;
Thence tangent to said curve North 28° 40' 21" East 218.85 feet to the beginning of a tangent 200.00 foot radius curve, concave Westerly;
Thence Northerly along said curve through a central angle of 27° 25' 33" a distance of 95.73 feet;
Thence tangent to said curve North 01° 14' 48" East 358.79 feet to the beginning of a tangent 95.00 foot radius curve, concave Southerly;
Thence Northeasterly, Easterly and Southeasterly along said curve through a central angle of 150° 04' 48" a distance of 248.84 feet;
Thence tangent to said curve South 28° 40' 24" East 129.60 feet;
Thence South 17° 29' 25" East 155.65 feet to the beginning of a tangent 200.00 foot radius curve, concave Northeasterly;
Thence Southeasterly along said curve through a central angle of 56° 49' 10" a distance of 198.34 feet;
Thence tangent to said curve South 74° 18' 35" East 578.24 feet to the beginning of a tangent 70.00 foot radius curve, concave Northerly;
Thence Southeasterly, Easterly and Northeasterly along said curve through a central angle of 81° 45' 09" a distance of 99.88 feet;

Thence tangent to said curve North 23° 56' 16" East, 54.44 feet to the beginning of a 750.00 foot radius curve, concave Westerly;
Thence Northerly along said curve through a central angle of 38° 09' 33" a distance of 499.50 feet;
Thence tangent to said curve North 14° 13' 17" West 95.00 feet;
Thence North 02° 12' 29" West 155.78 feet to the beginning of a tangent 450.00 foot radius curve, concave Westerly;
Thence Northerly along said curve through a central angle of 23° 28' 04" a distance of 184.32 feet;
Thence tangent to said curve North 25° 40' 33" West 214.66 feet;
Thence North 28° 36' 56" West 453.32 feet to the beginning of a tangent 475.00 foot radius curve, concave Easterly;
Thence Northerly along said curve through a central angle of 54° 29' 43" a distance of 451.78 feet;
Thence tangent to said curve North 25° 52' 47" East 135.75 feet to the beginning of a tangent 125.00 foot radius curve, concave Southerly;
Thence Northeasterly and Easterly along said curve through a central angle of 86° 16' 33" a distance of 188.22 feet;
Thence tangent to said curve South 67° 50' 40" East 278.87 feet to the beginning of a tangent 36.47 foot radius curve, concave Northwesterly;
Thence Easterly and Northeasterly along said curve through a central angle of 109° 56' 06" a distance of 69.98 feet; to the beginning of a compound 70.00 foot radius curve, concave Westerly, a radial to said point being South 87° 46' 46" East;
Thence Northerly and Northwesterly along said curve through a central angle of 64° 15' 58" a distance of 78.52 feet;
Thence tangent to said curve North 62° 02' 44" West 28.76 feet to the beginning of a tangent 150.00 foot radius curve, concave Northeasterly;
Thence Northwesterly along said curve through a central angle of 27° 29' 00" a distance of 71.95 feet;
Thence tangent to said curve North 34° 33' 44" West 123.93 feet to the beginning of a tangent 150.00 foot radius curve, concave Southwesterly;
Thence Northwesterly along said curve through a central angle of 26° 38' 10" a distance of 69.73 feet;
Thence tangent to said curve North 61° 11' 54" West 194.83 feet to the beginning of a tangent 170.00 foot radius curve, concave Southerly;
Thence Westerly along said curve through a central angle of 45° 55' 54" a distance of 136.28 feet;
Thence tangent to said curve South 72° 52' 12" West 92.49 feet to the beginning of a tangent 56.71 foot radius curve, concave Northerly;
Thence Westerly along said curve through a central angle of 50° 54' 49" a distance of 50.39 feet, to the beginning of a compound 350.00 foot radius curve, concave Northeasterly, a radial to said point being South 33° 47' 01" West;
Thence Northwesterly along said curve through a central angle of 23° 23' 43" a distance of 142.91 feet;
Thence tangent to said curve North 32° 49' 16" West 100.42 feet to the beginning of a tangent 300.00 foot radius curve, concave Southwesterly;

Thence Northwesterly along said curve through a central angle of 41° 02' 23" a distance of 214.88 feet;
Thence tangent to said curve North 73° 51' 39" West 39.51 feet;
Thence North 42° 25' 17" West 123.04 feet;
Thence North 65° 18' 58" West 135.36 feet;
Thence North 79° 17' 48" West 143.62 feet to a point beginning referred to as Point "A";
Thence continuing North 79° 17' 46" West 70.23 feet to a point described as the True Point of Beginning in deed to Concept media, Inc., recorded November 2, 1981 as Document No. 81-345536;
Thence following along the Easterly line of said concept media land North 54° 58' 29" West 326.27 feet to the North line of the Northwest quarter of said Section 29.

The sidelines of said strip of land are to be prolonged Southerly to terminate in the South line of the North half of the Southwest quarter of said Section 29 and Northerly to terminate in the North line of the Northwest quarter of said Section 29.

Excepting therefrom that portion thereof not lying within the ownership of said Grantor.

Said easement is hereby declared to be appurtenant to and for the use and benefit of the present and future owners of the North half. The North half of the Southwest quarter and the North half of the Southeast quarter of said Section 29 or any parts or portions thereof.

Parcel C:

An easement 60.00 feet in width for ingress, egress, utilities and appurtenances thereto over, under, along and across the Northwest quarter of said Section 29, the center line of which is described as follows:

Beginning at Point "A" hereinabove described;
Thence North 89° 00' 02" West 270.56 feet to the beginning of a tangent 300.00 foot radius curve, concave Southerly;
Thence Westerly along said curve through a central angle of 19° 05' 10" a distance of 99.93 feet;
Thence tangent to said curve South 71° 54' 48" West 32.24 feet to the beginning of a 200.00 foot radius tangent curve concave Southeasterly;
Thence Southwesterly along the arc of said curve through a central angle of 15° 26' 36" a distance of 53.91 feet;
Thence tangent to said curve South 56° 28' 12" West 131.98 feet to the beginning of 150.00 foot radius tangent curve concave Southeasterly;
Thence Southeasterly along the arc of said curve through a central angle of 44° 20' 03" a distance of 116.07 feet; to the beginning of a 175.31 foot radius tangent reverse curve concave Northwesterly;

Thence Southwesterly along the arc of said reverse curve through a central angle of 45° 45' 10" a distance of 139.99 feet;
Thence South 57° 53' 19" West 87.49 feet to the beginning of a 150.00 foot radius tangent curve concave Northerly;
Thence Westerly along said curve through a central angle of 26° 17' 33" a distance of 68.83 feet;
Thence tangent to said curve South 84° 10' 52" West 117.38 feet to the beginning of a 300.00 foot radius tangent curve concave Southerly;
Thence Westerly along the arc of said curve through a central angle of 08° 01' 20" a distance of 42.00 feet;
Thence tangent to said curve South 76° 09' 32" West 36.55 feet to the beginning of a 250.00 foot radius tangent curve concave Southeasterly;
Thence Southwesterly along the arc of said curve through a central angle of 21° 28' 15" a distance of 93.68 feet;
Thence tangent to said curve South 54° 41' 17" West 126.44 feet to the beginning of a 600.00 foot radius curve, concave Southeasterly;
Thence Southwesterly along the arc of said curve through a central angle of 08° 31' 33" a distance of 89.28 feet;
Thence tangent to said curve South 46° 09' 44" West 86.60 feet to the beginning of a 150.00 foot radius tangent curve concave Easterly;
Thence Southerly along the arc of said curve through a central angle of 34° 38' 53" a distance of 90.71 feet;
Thence tangent to said curve South 11° 30' 51" West 230.95 feet to the beginning of a 198.74 foot radius tangent curve concave Northwesterly;
Thence Southwesterly along the arc of said curve through a central angle of 42° 39' 47" a distance of 147.88 feet; to the beginning of a 1000.00 foot radius tangent compound curve concave Northwesterly;
Thence Southwesterly along the arc of said compound curve through a central angle of 04° 00' 50" a distance of 70.09 feet to the beginning of a 278.73 foot radius compound curve concave Northerly;
Thence Westerly along the arc of said compound curve through a central angle of 26° 21' 46" a distance of 128.25 feet;
Thence tangent to said curve South 84° 33' 22" West 17.87 feet to the beginning of a 150.00 foot radius tangent curve concave Southeasterly;
Thence Southwesterly along the arc of said curve through a central angle of 43° 54' 42" a distance of 114.96 feet;
Thence tangent to said curve South 40° 38' 40" West 81.77 feet to the beginning of a 150.00 foot radius tangent curve, concave Easterly;
Thence Southerly along the arc of said curve through a central angle of 33° 49' 06" a distance of 88.54 feet;
Thence tangent to said curve South 06° 49' 34" West 26.68 feet.

The sidelines of said easement shall be foreshortened or lengthened so as to terminate Southerly in a line bearing South 83° 10' 26" East through the Southerly terminus of the last course hereinabove described.

Excepting therefrom that portion thereof lying within Parcel "A" hereinabove described.

Said easement is hereby declared to be appurtenant to and for the use and benefit of the present and future owners of the North half, the North half of the Southwest quarter and the North half of the Southeast quarter of said Section 29 or any parts or portions thereof.

Parcel D:

An easement and right of way for ingress and egress for road purposes and incidental purposes thereto over, under, along and across a strip of land 40.00 feet in width lying within the South half of the South half of Section 29 and the North half of the North half of Section 32, all in Township 9 South, Range 2 West, San Bernardino Meridian, in the County of San Diego, State of California, according to the Official Plat thereof, the center line of said 40.00 foot strip of land being described as follows:

Beginning at a point on the Northerly line of said South half of the South half of Section 29 distant thereon North $85^{\circ} 41' 23''$ East, 2858.64 feet from the Northwest corner thereof;

Thence from said point of beginning South $31^{\circ} 27' 09''$ East, 13.26 feet to the beginning of a tangent 350.00 foot radius curve, concave Westerly;
Thence Southerly along the arc of said curve through a central angle of $23^{\circ} 18' 55''$ a distance of 142.43 feet;
Thence tangent to said curve South $8^{\circ} 08' 14''$ East, 342.08 feet to the beginning of a tangent 400.00 foot radius curve, concave Westerly;
Thence Southerly along the arc of said curve through a central angle of $19^{\circ} 14' 10''$ a distance of 134.29 feet;
Thence tangent to said curve South $11^{\circ} 05' 56''$ West, 254.79 feet to the beginning of a tangent 500.00 foot radius curve, concave Westerly;
Thence Southerly along the arc of said curve through a central angle of $13^{\circ} 59' 50''$ a distance of 122.15 feet;
Thence tangent to said curve South $25^{\circ} 05' 46''$ West, 260.70 feet to the beginning of a tangent 150.00 foot radius curve, concave Easterly;
Thence Southerly along the arc of said curve through a central angle of $57^{\circ} 46' 40''$ a distance of 151.26 feet;
Thence tangent to said curve South $32^{\circ} 40' 54''$ East, 196.92 feet to the beginning of a tangent 750.00 foot radius curve, concave Northeasterly;
Thence Southeasterly along the arc of said curve through a central angle of $8^{\circ} 08' 20''$ a distance of 106.54 feet;
Thence tangent to said curve South $40^{\circ} 49' 14''$ East to the Southeasterly line of Parcel 2 of land conveyed to San Diego Gas & Electric Company by Deed recorded April 27, 1970 as File No. 71473 of Official Records of said County, being a distance of 450.00 feet, more or less.

Parcel E:

An easement 60 feet wide for road and public utility purposes over, under and across a portion of Parcel Map No. 13192 recorded in book of Parcel Maps February 29, 1984 as File No. 84-074084, the center line of which is described as follows:

Commencing at the most Westerly corner of Parcel 2 of said Parcel Map, said point being the beginning of a curve concave to the North having a radius of 65.00 feet and to which point a radial line bears South 71° 23' 56" West;

Thence Southerly, Southeasterly, Easterly and Northeasterly 109.16 feet along said curve through a central angle of 96° 13' 35";

Thence North 65° 10' 21" East 41.01 feet to the True Point of Beginning;

Thence 37° 33' 39" East 113.40 feet to the beginning of a curve concave to the Southeast having a radius of 75.00 feet;

Thence Northeasterly and Easterly 64.66 feet along said curve through a central angle of 49° 23' 35";

Thence North 86° 57' 14" East 88.53 feet;

Thence North 37° 57' 30" West 134.24 feet to a point on the Easterly boundary of Parcel 1 of said Parcel Map, being designated herein as Point X.

Thence sidelines of said 60 foot easement shall be extended or shortened to terminate at the boundary of said Parcel 2.

Excepting any portion lying within Parcel A above.

EXHIBIT 4

6

RECORDED AT THE OFFICE OF THE COMMONWEALTH LAND TITLE COMPANY

15156

DOC # 005-0872273



RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO

DFI FUNDING, INC
4120 Douglas Boulevard 306-521
Granite Bay, CA 95746

OCT 07, 2005 3:25 PM

OFFICIAL RECORDS
SAN DIEGO COUNTY RECORDER'S OFFICE
GREGORY J. SMITH, COUNTY RECORDER
FEES \$100
PAGES 21

4606075-



2005-0872273

SPACE ABOVE IT

CONSTRUCTION DEED OF TRUST, SECURITY AGREEMENT AND ASSIGNMENT OF RENTS

THIS DOCUMENT CONSTITUTES A FIXTURE FILING IN ACCORDANCE WITH SECTION 9402 OF THE CALIFORNIA UNIFORM COMMERCIAL CODE (THE "Uniform Commercial Code").

THIS CONSTRUCTION DEED OF TRUST, SECURITY AGREEMENT AND ASSIGNMENT OF RENTS (this "Deed of Trust") is dated as of October 3, 2005, among Prominence Partners ("Borrower" or "Trustor") whose address is 2533 N. Carson Street, Carson City, Nevada 89706; Commonwealth Land Title Company ("Trustee") whose address is 3131 Camino del Rio N., #1400, San Diego, California; and DFI Funding, Inc. ("Lender") whose address is 4120 Douglas Boulevard 306-421, Granite Bay, California 95746.

PURPOSE AND GRANTING CLAUSES

BORROWER, for the purpose of securing (a) the repayment of the indebtedness evidenced by Borrower's Promissory Note (Construction) executed by Borrower in favor of Beneficiary in the principal sum of Four Million Seven Hundred Fifty Thousand Dollars (\$4,750,000) (the "Note") with interest thereon, the payment of other sums with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust, the Construction Loan Agreement executed by Borrower and Beneficiary, and all documents related thereto (collectively, the "Loan Documents"); (b) the performance of the covenants of Borrower contained herein and in the Note and Loan Agreement and Loan Documents referred to therein; (c) future advances, with interest thereon, made to Borrower by Lender pursuant hereto or the Loan Agreement ("Future Advances"); and (d) any extensions, modifications or renewals of the Note, this Deed of Trust or the Loan Agreement on the same or different terms (all of the foregoing is called the "Loan" in this Deed of Trust); in consideration of the indebtedness herein recited and the trust herein created HEREBY irrevocably grants, transfers, conveys and assigns to Trustee, its successors and assigns, in trust, with power of sale, and with the right of entry and possession, the following described real and personal property, now or hereafter acquired, together with all accessions, substitutions, proceeds and modifications thereof (collectively the "Property"):

(a) That certain real property located in the County of San Diego, State of California, described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE

(herein "Property Address"); together with all of the easements, rights, privileges, franchises, tenements, hereditaments and appurtenances now or hereafter belonging or in any way pertaining thereto (the "Real Property");

(b) All structures, buildings and improvements of every kind or nature now or hereafter located upon the Real Property;

(c) All machinery, equipment, apparatus, fittings now or hereafter located upon the Real Property;

A.P.N. 110-072-05-00
A.P.N. 110-072-11-00

(d) All articles of personal property except furniture, clothing and personal effects now or hereafter affixed to or located upon the Real Property;

(e) All building materials and supplies now or hereafter located upon the Real Property and all architectural renderings, drawings, specifications now or hereafter relating to the Real Property;

(f) All contracts and agreements now or hereafter existing relating to the design, construction or improvement of the Real Property;

(g) All deposits given to utilities and governmental authorities pertaining to the Property;

(h) All present and future governmental, utility and homeowner association approvals, permits and entitlements pertaining to the Real Property;

(i) All proceeds (including claims and demands therefor) of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including, but not limited to, proceeds of insurance (whether required by Lender or optional) and condemnation awards; and

(j) All other or greater rights and interests of every nature in the Property and in the possession and use thereof and income therefrom, whether now owned or hereafter acquired by Borrower.

BORROWER AND LENDER COVENANT AND AGREE AS FOLLOWS:

1. Payment of Loan. Borrower shall promptly pay when due, the principal and interest of the indebtedness evidenced by the Note and Loan Agreement, prepayment and late charges as provided in the Note and the principal and interest on any Future Advances secured by the Deed of Trust.

2. Application of Payments. Unless otherwise provided by law, all payments received by Lender from Borrower under the Note, the Loan Agreement and this Deed of Trust shall be applied by Lender first in payment of interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances. Return to Lender of proceeds of the Loan which have not been disbursed and are held in trust for Lender shall, upon Borrower's default, be applied as provided in the Loan Agreement.

3. Prior Mortgages and Deeds of Trust. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid, at least ten (10) days before delinquency, all taxes, assessments and other charges, fines and impositions attributable to the Real Property which may attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any.

4. Insurance. Borrower shall keep the Property and any improvements now or hereafter constructed thereon insured against loss by having in force at all times and provide to Lender original policies or certificates of insurance as to Borrower and any general contractor Borrower has engaged of the following types:

(a) course of construction insurance against loss or damage to the Property from fire, vandalism, malicious mischief and other hazards as are included in so called "extended coverage" insurance policies insuring the Property for the full replacement cost of all improvements, personal property, equipment and materials on or about the Property;

(b) comprehensive general liability insurance in the amount specified in the Loan Agreement, including death or injury to persons;

(c) workers compensation insurance as required by applicable law.

All of the above insurance and any optional insurance, such as but not limited to earthquake coverage, shall name Lender as an additional insured and the insurer shall issue to Lender a Lender's Loss Payable Endorsement (438BFU) and shall be additional security for this Deed of Trust. The insurers shall be subject to approval by Lender. Each of the above policies shall be prepaid a year in advance and shall not be cancelable except upon thirty (30) days advance written notice to Lender.

5. Preservation and Maintenance of Property. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. If this Deed of Trust is on a unit in a condominium or planned unit development or otherwise subject to architectural control, Borrower shall perform all of Borrower's obligations under the declaration of covenants creating or governing the condominium or planned unit development or architectural control body, the bylaws and regulations of the condominium or planned unit development, and constituent documents.

6. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, the Note or Loan Agreement, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, proceedings by the Lender to obtain relief from stay in any bankruptcy proceeding which would prohibit Lender from enforcing its rights under the Deed of Trust, then Lender, at Lender's option, without notice to Borrower, may make such appearances, disburse such sums, including reasonable attorney's fees, and take such action as is necessary to protect Lender's interest. Any amount disbursed by Lender pursuant to this paragraph, with interest thereon at the Note rate (including any default rate in effect), including, but not limited to payment of delinquent taxes and assessments, insurance premiums due and delinquent amounts owed to prior lien holders, shall become additional indebtedness of Borrower secured by this Deed of Trust. Such amounts as are disbursed by Lender shall be payable, without notice, and shall bear interest from the date of disbursement at the rate payable on the Note (including any default rate in effect). Nothing contained in this paragraph shall require Lender to incur any expense or take any action hereunder.

7. Loan Restrictions. Until the Deed of Trust is reconveyed, Borrower shall not, without the prior written consent of Lender, which consent shall not be unreasonably withheld, do any of the following:

(a) Make or permit any contractor performing work on the Property to make any material change in the plans, specifications, identity of subcontractors, budget or construction schedule submitted to Lender to obtain the Loan (collectively, the "Construction Plans");

(b) Execute, authorize or allow any change orders, contracts for additional work or materials on the Real Property or change in the specifications of any appliances, equipment, materials or other aspect of the construction;

(c) Request or receive any rebates or commissions from anyone supplying goods or labor to the Real Property;

(d) Not begin construction, cease or curtail the construction called for in the Construction Plans for a period in excess of 5 working days in any ten (10) working day period;

(e) Fail to guard the security of the Real Property and the security and preservation of materials supplied to the Real Property by appropriate lighting, storage methods, covering and security personnel, as appropriate for sound construction practices;

(f) Make any false or misleading request for disbursement of the Loan funds or submission of any false or misleading document in connection therewith. Each request for the disbursal of Loan funds by Borrower or its contractors shall constitute Borrower's representation that sufficient funds remain undistributed to complete the construction of the Real Property pursuant to the Construction Plans and to pay all costs of the Property pursuant to the Construction Plans;

- (g) Fail to disclose to Lender any defects or deficiencies in the construction that Borrower has observed or others have reported;
- (h) Violate any law or ordinance or condition of the issuance of a zoning approval, building permit or homeowner association approval;
- (i) Knowingly fail to cause or allow the contractor or any subcontractor to cause the Real Property to be constructed other than in accordance with the Construction Plans;
- (j) Fail to deposit into the Construction Disbursement Account (as defined in the Loan Agreement), within 5 business days of a written demand by Lender, of sufficient additional funds Lender states in its subjective discretion will be necessary to complete the construction of the Real Property in accordance with the Construction Plans;
- (k) Fail to keep adequate books, records and accounts of the costs of the construction, compliance with construction contracts and payments to and releases by contractors, subcontractors and material suppliers;
- (l) Allow mechanics liens or stop notice claims to be filed against the Real Property or against undisbursed construction funds;
- (m) Obstruct the observation and inspection of the Real Property by Lender's representatives or any disbursement control company engaged by Borrower or Lender;
- (n) Use materials delivered for the Real Property for other than the Real Property;
- (o) Fail to maintain the insurance required by this Deed of Trust at all times;
- (p) Fail to provide the title insurer on the Real Property with such indemnities as Lender or the title insurer may request, including, without limitation, any indemnification that the title insurer may require to provide endorsements to the Loan title policy meeting the requirements of the Loan Agreement; and
- (q) Fail to promptly communicate to Lender any preliminary lien notices, mechanics lien notices or other notices or demands from governmental agencies, utilities, homeowners associations, contractors, subcontractors or suppliers.

8. Events of Default. The occurrence of any of the following events or conditions ("Event of Default") shall constitute a default under this Deed of Trust, giving Lender the remedies set forth in Paragraphs 9 and 10:

- (a) Breach of any provision of this Deed of Trust, the Note or the Loan Agreement or other documents given pursuant thereto;
- (b) Breach of any construction contract, supplier contract or agreement with an architect or engineer;
- (c) Discovery by Lender that any material statement made by Borrower or its agents to obtain the Loan or to obtain a disbursement of Loan proceeds was intentionally or unintentionally false or misleading;
- (d) Breach of any of the restrictive covenants set forth in Paragraph 7;
- (e) Filing by or against Borrower of a petition for relief of debtors under federal bankruptcy law or state law, which petition is not dismissed within sixty (60) days; during the pendency of such action Lender may, at its option, withhold disbursement of Loan proceeds;

(f) Recordation of a mechanic's lien against the Real Property which is not released of record within fourteen (14) days of recordation;

(g) Service upon Lender of a stop notice claim relating to the Real Property which claim Borrower does not cause to be withdrawn completely within fourteen (14) days of service of such claim upon Lender (Lender may suspend disbursements pending withdrawal of such claim);

(h) Default under, declaration of default, repossession, notice of sale or commencement of foreclosure proceedings by any lien on any collateral for the Loan, including but not limited to other deeds of trust or security interests given to secure the Note and/or obligations under the Loan Agreement;

(i) The recordation of any lien junior to the Deed of Trust;

(j) Failure to diligently commence and continue with construction as required by the Loan Agreement and Construction Plans and to obtain a certificate of occupancy on or before the maturity date of the Loan; and

(k) The taking of any adverse action against Borrower or the Property by any governmental authority, creditor, homeowner association, contractor or other person, which in the reasonable discretion of Lender, has a material adverse impact upon its risk.

9. Remedies.

(a) General. Upon the occurrence of any Event of Default, the Loan, with all accrued but unpaid interest and other obligations, shall, at the option of Lender, become immediately due and payable in full without presentment, demand, protest or other notice of any kind, all of which are expressly waived by Borrower. Lender may remit back to Lender all undischursed Loan proceeds held for disbursement, and which Lender may, in its sole subjective discretion, apply toward reduction of the amount owed under the Loan Documents, completion of construction of the Real Property, settlement with claimants or other purposes permitted by the Loan Agreement and this Deed of Trust or permitted by law, or any combination thereof.

(b) Specific. Without limiting the generality of the foregoing, upon the occurrence of an Event of Default, Lender shall have right with such force as is permitted by law and without notice, which Borrower hereby waives to the full extent such waiver is permitted by law, to take possession of the Property and to perform any and all work Lender deems it advisable or necessary to protect the Property and to complete construction of the improvements on the Real Property in such manner and on such terms, as Lender shall determine in its absolute and subjective discretion. All sums expended by Lender for such construction shall be added to the outstanding principal balance of the Note and shall bear interest from and after the date so advanced until paid at the interest rate provided for in the Note (including any default rate in effect). Borrower hereby irrevocably constitutes and appoints Lender and its duly authorized representatives its attorneys-in-fact with full power and authority, and with the power of substitution, upon the occurrence of an Event of Default to:

(i) Take possession of, protect and complete construction of the Real Property;

(ii) Make such additions, changes and corrections to the Construction Plans, permits and approvals as deemed necessary or desirable by Lender, in its sole subjective discretion, to complete the construction of the Real Property or any part thereof without loss to Lender or to effect a reduction of the cost of any items therein which Lender determines to be necessary in order to provide for a sale of all or a portion of the Real Property without loss to Lender;

(iii) Employ such contractors, subcontractors, agents, architects and other persons that Lender deems necessary or desirable, in its subjective judgment, to complete the construction of the Real Property;

(iv) Employ watchmen to protect the Real Property from injury;

(v) Pay, settle or compromise all existing invoices, charges or claims relating to the Property as Lender deems necessary, in its sole subjective discretion, for completion of the construction of the Real Property, the clearing of title to the Property and for protection of Lender's interest in the Property;

(vi) Prosecute and defend all actions and proceedings in connection with construction of the Real Property and apply the proceeds of any judgment in any such action against any of the obligations as Lender seems fit;

(vii) Execute, acknowledge and deliver all instruments and documents in the name of Borrower and do and perform all acts in the name of Borrower that Lender deems necessary or appropriate, in its sole subjective discretion, to complete the construction of the Real Property; and

(viii) Do any and every act with respect to the construction of the Real Property which Borrower may do and do it on Borrower's behalf.

It is understood and agreed that this power of attorney shall be deemed to be a power coupled with an interest which cannot be revoked.

(c) Judicial Foreclosure. Without limiting the generality of the foregoing, upon the occurrence of an Event of Default, Lender shall have the right to commence an action to foreclose this Deed of Trust or to specifically enforce its provisions or any of the obligations secured by this Deed of Trust.

(d) Non-Judicial Foreclosure. Without limiting the generality of the foregoing, upon the occurrence of an Event of Default, Lender shall have the right to deliver to the Trustee of this Deed of Trust a written declaration of default and demand for sale, and a written notice of default and of election to cause the Real Property to be sold, and cause any or all of the Real Property to be sold under the power of sale granted by this Deed of Trust in any manner permitted by applicable law.

(e) Remedies Cumulative. Every remedy granted to Lender under this paragraph or in the Loan Agreement shall be cumulative and in addition to any other remedy herein or in the Loan Agreement specifically granted or now or hereafter existing in equity or at law. The exercise by Lender of one or more remedies shall not be construed to be a waiver or abandonment of any other right or remedy available to Lender. Lender may proceed with any or all remedies provided in this Deed of Trust, the Loan Agreement or available by law or equity. All expenses, including, but not limited to attorneys fees, fees of experts, costs of construction and other expenses shall be deemed added to the Note, shall bear interest at the same rate as the principal thereof (including any default rate in effect) and shall be secured by the same liens, including, but not limited to, this Deed of Trust.

(f) Sale. If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an Event of Default and Lender's election to cause the Real Property to be sold and shall cause such notice to be recorded in each county in which the Real Property or some part thereof is located. Lender or Trustee shall mail copies of such notice in the manner prescribed by applicable law. After the lapse of such time as may be permitted by applicable law, Trustee, without demand on Borrower, shall sell the Real Property at public auction to the highest bidder at the time and place under the terms designated in the notice of sale in one or more parcels, and in such order as Trustee may determine. Trustee may postpone sale of all or any parcel of the Real Property by public announcement at the time and place of any previously scheduled sale. Lender or Lender's designee may purchase any of the Real Property in any sale. Trustee shall deliver to the purchaser Trustee's deed conveying the Real Property so sold without any warranty or covenant, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order:

(i) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorney's fees and costs of title evidence;

(ii) to all sums secured by this Deed of Trust; and,

(iii) the excess, if any, to the person or persons legally entitled thereto.

(g) Receiver. In addition to all other remedies provided for in this Deed of Trust, Borrower agrees that upon the occurrence of an Event of Default under this Deed of Trust or under the Note or Loan Agreement, Beneficiary shall, as a matter of right, be entitled to the appointment of a receiver or receivers for all or any part of the Property, whether such receivership be incident to a proposed sale of the Property or otherwise, and without regard to the value of the Property or the solvency of Borrower or any person or persons liable for the payment of the indebtedness secured hereby. Borrower does hereby consent to the appointment of such receiver or receivers, waives any and all notices of and defenses to such appointment, and agrees not to oppose any application therefore by Lender, but nothing herein is to be construed to deprive Lender of any right, remedy or privilege it may now have under the law to have a receiver appointed. Any money advanced by Lender in connection with any such receivership shall be added to the principal amount of the Note and shall bear interest from the date of such advancement at the applicable Note interest rate, including any default interest rate in effect.

(h) Due on Sale Clause. If Borrower shall sell, enter into a contract of sale, lease for a term of more than six (6) years (including options to renew), lease with an option to purchase for any term, or transfer all or any part of the Property or an interest therein, excluding a transfer by devise, descent, or by operation of law upon the death of a joint tenant, the Lender may, at its option, declare the Note and any other obligation secured by this Deed of Trust, together with accrued interest thereon, immediately due and payable in full. A transfer of less than fifty percent (50%) interest in the Property, with prior notice to Lender, shall not constitute a transfer of the Property within the meaning of this paragraph. If such acceleration is during any period when a prepayment fee is payable pursuant to the provisions in the Note, then, in addition to all of the foregoing, such prepayment fee shall also then be immediately due and payable to Lender as though Borrower were prepaying the entire indebtedness secured hereby on the date of such acceleration.

(i) Future Advances. Upon the request of Borrower, Lender, at Lender's option prior to full reconveyance of the Property by Trustee to Borrower, may make Future Advances to Borrower. Such advances with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby

10. Indemnification. Borrower hereby agrees to indemnify (as the same are incurred or accrued) and hold Lender and its officers, agents, representatives harmless from and against any cost, expense (including, without limitation attorneys fees, consulting fees and court costs), demand, claim or lawsuit arising out of or related to the Property or the Loan, including, but not limited to any claims made by contractors, suppliers, mechanics lien claimants, homeowner associations, governmental authorities, stop notice claimants, title companies or persons purporting to be injured on or by the Property or by the acts or conduct of Borrower, its contractors, subcontractors, suppliers or other persons dealing with Borrower. If Borrower fails to provide such indemnity as the same accrues and as expenses are incurred, the amount not paid shall be added to the principal amount of the Note and bear interest thereon at the same rate then in effect (including any default rate in effect) and shall be secured by the same collateral as securing the Note and Loan Agreement.

11. No Representations by Lender. Borrower acknowledges its understanding of the following: Lender is under no obligation to construct or supervise construction of the Real Property; any inspection of the Real Property is solely for the purpose of protecting the security of Lender. Nothing in this Agreement or approvals of disbursements or any other conduct is to be construed as a representation or warranty by Lender that the Real Property meets the Construction Plans, is constructed in a good and workmanlike manner, is free from defects, or is safe

12. Reconveyance. Upon payment of all sums secured by this Deed of Trust, Lender shall request Trustee to reconvey the Real Property and shall surrender this Deed of Trust and all notes evidencing the indebtedness secured by this Deed of Trust to Trustee. Trustee shall reconvey the Real Property without warranty to the person or persons legally entitled thereto. Such person or persons shall pay all costs of recordation, if any.

13. Substitution of Trustee. Lender (or if there is more than one Lender, a majority in interest), at Lender's option, may from time to time remove Trustee and appoint a successor trustee to any trustee appointed hereunder. Without conveyance of the Real Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

14. Request for Notices. Borrower requests that copies of the Notice of Sale be sent to the Property Address.

15. Statement of Obligation. Lender may collect a fee, not to exceed the maximum amount permitted by law, for furnishing a statement of obligations as provided by Section 2943 of the California Civil Code.

16. Acceptance by Lender of Partial Payment After Notice of Default. By accepting partial payment (payments which do not satisfy a default or delinquency in full), of any sums secured by this Deed of Trust after a notice of default has been recorded, or by accepting late performance of any obligation secured by this Deed of Trust, or by adding any payments so made to the loans secured by this Deed of Trust, whether or not such payments are made pursuant to a court order, Lender does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure to make any such payment promptly or to perform any such act. No exercise of any right or remedy of the Lender or Trustee under this Deed of Trust shall constitute a waiver of any other right or remedy contained in this Deed of Trust or provided by law.

17. Unsecured Portion of Indebtedness. If any part of the secured indebtedness cannot be lawfully secured by this Deed of Trust, or if any part of the Property cannot be lawfully subject to the lien and security interest hereof to the full extent of such indebtedness, then all payments made shall be applied on said indebtedness first in discharge of that portion thereof which is unsecured by this Deed of Trust.

18. Cross Default. A default hereunder which has not been cured within the applicable grace period, shall be a default under the Loan Agreement, the Note, and any other Deed of Trust given to secure the Note or the obligations under this Deed of Trust or the Loan Agreement.

19. Loan Agreement. This Deed of Trust secures advances of funds to be used primarily in construction of improvements on the Real Property in accordance with the Loan Agreement. The terms and provisions of the Loan Agreement are incorporated herein by this reference.

20. Fixture Filing; Personal Property Security Agreement. This Deed of Trust constitutes a "security agreement" as that term is defined in the California Commercial Code ("UCC") as to all of the personal property and fixtures (collectively, the "Equipment") now or hereafter owned by Borrower and identified above as part of the Property. All Equipment, whether affixed or not, shall for purposes of this Deed of Trust, to the extent permitted by law, be considered as annexed to and forming a part of the Property and improvements in any award in eminent domain proceeding for a taking or loss of value as to the Property and improvements and in all future leases and rents. This Deed of Trust creates a security interest in the Lender, and the Borrower hereby grants Lender a security interest in all of the Equipment. A financing statement or statements shall be executed by Borrower and filed in a manner required to perfect a security interest under the UCC. Compliance with the requirements of the UCC relating to personal property shall not be construed as altering in any way the rights of Lender as determined by this Deed of Trust under any other statutes or laws of the State of California, but is declared to be solely for the protection of the Lender if such compliance is at any time held to be necessary to preserve the priority of the security interest of the Lender in the Equipment against any other claims. This Deed of Trust shall also be effective from the date of its recording as a financing statement filed as a fixture filing with respect to all Equipment which are or will become fixtures.


21. Miscellaneous. TIME IS OF THE ESSENCE OF EVERY PROVISION OF THIS DEED OF TRUST WHERE TIME IS A FACTOR. This Deed of Trust, the Loan Agreement, the Note, and any document or instruments given pursuant thereto, constitute the complete agreement between the parties. Such agreements may be amended or rights waived only by a written document signed by the party to be charged. This Deed of Trust, though drafted by one party, shall be construed as if prepared by both parties. The initial Lender named in this Deed of Trust may assign all or any part of its interest to another

party or parties; upon such assignment, the assignor shall be relieved of further responsibility to Borrower and the assignee shall be deemed to have assumed and to hold the assignor harmless from any liability or responsibility to Borrower. In any proceeding involving the enforcement or interpretation of this Deed of Trust, including any claim that consent to the same was fraudulently induced, and any proceeding for relief from stay or other proceedings under any chapter of the Bankruptcy Act, the prevailing party shall be entitled to an award of its attorneys' fees, court costs, and consulting and expert fees from the losing party or parties. Captions of this Deed of Trust are for convenience of reference only and shall not be used to interpret this Deed of Trust. Words in any gender shall be deemed to include the other genders and the singular shall be deemed to include the plural, and vice versa. If any provision of this Deed of Trust is held to be invalid, illegal or unenforceable in any jurisdiction, the remaining provisions shall not be impaired thereby. Any advance of undisbursed Loan proceeds shall not be deemed a waiver of any known or unknown breach of this Deed of Trust, the Note or the Loan Agreement.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust to be effective the date first written above.

TRUSTOR/BORROWER:

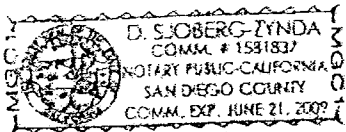
PROMINENCE PARTNERS,
a Nevada corporation

By: 
Name: Ray Gray
Title: President

STATE OF California
) ss.
COUNTY OF San Diego

On Oct. 5 2005 before me, D. Sjoberg-Zynda, personally appeared Ray Gray personally known to me (or 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.

WITNESS my hand and official seal.



D. Sjoberg-Zynda
Notary Public in and for said
County and State

REQUEST FOR RECONVEYANCE

TO TRUSTEE:

The undersigned is the note holder of the note(s) secured by this Deed of Trust, which note(s) have been paid in full. Please cancel this Deed of Trust, and the notes(s) secured by this Deed of Trust, and reconvey, without warranty, to the person or person entitled thereto, all the estate now held by you pursuant to this Deed of Trust.

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT "A"

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL F:

THOSE PORTIONS OF THE NORTH HALF OF SECTION 29, THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 29, AND THE NORTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 29, TOWNSHIP 9 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 29 AS SHOWN ON RECORD OF SURVEY 8351;
 THENCE ALONG THE SOUTH LINE OF SAID NORTH HALF OF THE SOUTHWEST QUARTER NORTH 85° 41' 23" EAST, 2858.64 FEET;
 THENCE NORTH 31° 27' 09" WEST, 486.53 FEET TO THE BEGINNING OF A TANGENT 140.00 FOOT RADIUS CURVE, CONCAVE EASTERLY;
 THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 63° 09' 30" A DISTANCE OF 154.32 FEET;
 THENCE TANGENT TO SAID CURVE NORTH 31° 42' 21" EAST, 179.21 FEET TO THE BEGINNING OF A TANGENT 200.00 FOOT RADIUS CURVE, CONCAVE WESTERLY;
 THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27° 19' 50" A DISTANCE OF 95.40 FEET;
 THENCE TANGENT TO SAID CURVE NORTH 04° 22' 31" EAST, 397.77 FEET TO THE BEGINNING OF A TANGENT 70.57 FOOT RADIUS CURVE, CONCAVE SOUTHERLY;
 THENCE NORTHEASTERLY, EASTERLY AND SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 153° 32' 35" FEET A DISTANCE OF 210.56 FEET;
 THENCE TANGENT TO SAID CURVE SOUTH 22° 04' 54" EAST, 313.85 FEET TO THE BEGINNING OF A TANGENT 75.00 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY;
 THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 51° 48' 00" A DISTANCE OF 67.81 FEET;
 THENCE TANGENT TO SAID CURVE SOUTH 73° 52' 54" EAST, 524.72 FEET TO THE BEGINNING OF A TANGENT 125.00 FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY;
 THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 34° 17' 45" A DISTANCE OF 74.82 FEET;
 THENCE TANGENT TO SAID CURVE SOUTH 39° 15' 09" EAST, 64.76 FEET TO THE BEGINNING OF A TANGENT 58.1 FOOT RADIUS CURVE, CONCAVE NORTHERLY;

THENCE SOUTHEASTERLY, EASTERLY AND NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $143^{\circ} 47' 30''$ A DISTANCE OF 145.99 FEET;
 THENCE TANGENT TO SAID CURVE NORTH $03^{\circ} 22' 39''$ EAST, 25.95 FEET TO THE BEGINNING OF A TANGENT 300.00 FOOT RADIUS CURVE, CONCAVE EASTERLY;
 THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $22^{\circ} 00' 50''$ A DISTANCE OF 115.26 FEET;
 THENCE TANGENT TO SAID CURVE NORTH $18^{\circ} 35' 11''$ EAST, 146.61 FEET TO THE BEGINNING OF A TANGENT 325.00 FOOT RADIUS CURVE, CONCAVE WESTERLY;
 THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $30^{\circ} 08' 30''$ A DISTANCE OF 170.97 FEET;
 THENCE TANGENT TO SAID CURVE NORTH $11^{\circ} 30' 19''$ WEST, 264.08 FEET TO THE BEGINNING OF A TANGENT 300.00 FOOT RADIUS CURVE, CONCAVE EASTERLY;
 THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $15^{\circ} 56' 10''$ A DISTANCE OF 83.44 FEET;
 THENCE TANGENT TO SAID CURVE NORTH $04^{\circ} 25' 51''$ EAST, 55.64 FEET TO THE BEGINNING OF A TANGENT 17.00 FOOT RADIUS CURVE, CONCAVE WESTERLY;
 THENCE TANGENT NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $24^{\circ} 31' 17''$ A DISTANCE OF 74.90 FEET;
 THENCE TANGENT TO SAID CURVE NORTH $20^{\circ} 05' 26''$ WEST, 167.71 FEET TO THE BEGINNING OF A TANGENT 750.00 FOOT RADIUS CURVE, CONCAVE WESTERLY;
 THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $09^{\circ} 56' 23''$ A DISTANCE OF 130.11 FEET;
 THENCE TANGENT TO SAID CURVE NORTH $30^{\circ} 01' 49''$ WEST, 272.70 FEET TO THE BEGINNING OF A TANGENT 1200.00 FOOT RADIUS CURVE, CONCAVE EASTERLY;
 THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $08^{\circ} 34' 40''$ A DISTANCE OF 179.65 FEET;
 THENCE TANGENT TO SAID CURVE NORTH $21^{\circ} 27' 09''$ WEST, 195.97 FEET TO THE BEGINNING OF A TANGENT 275.00 FOOT RADIUS CURVE, CONCAVE EASTERLY;
 THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $44^{\circ} 52' 09''$ A DISTANCE OF 215.34 FEET;
 THENCE TANGENT TO SAID CURVE NORTH $23^{\circ} 24' 51''$ EAST, 224.98 FEET TO THE BEGINNING OF A TANGENT 125.00 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY;
 THENCE NORTHEASTERLY AND EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $84^{\circ} 22' 30''$ A DISTANCE OF 184.08 FEET;
 THENCE TANGENT TO SAID CURVE SOUTH $72^{\circ} 12' 39''$ EAST, 317.15 FEET TO THE BEGINNING OF A TANGENT 31.88 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY;
 THENCE EASTERLY, NORTHERLY AND NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $169^{\circ} 57' 20''$ A DISTANCE OF 94.57 FEET;

THENCE TANGENT TO SAID CURVE NORTH 62° 09' 59" WEST, 96.73 FEET TO
 THE BEGINNING OF A TANGENT 120.00 FOOT RADIUS CURVE, CONCAVE
 NORTHEASTERLY;
 THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF
 40° 41' 45" A DISTANCE OF 85.23 FEET;
 THENCE TANGENT TO SAID CURVE NORTH 21° 28' 14" WEST, 48.03 FEET TO
 THE BEGINNING OF A TANGENT 125.00 FOOT RADIUS CURVE, CONCAVE
 SOUTHWESTERLY;
 THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF
 42° 49' 10" A DISTANCE OF 93.42 FEET;
 THENCE TANGENT TO SAID CURVE NORTH 64° 17' 24" WEST, 99.78 FEET TO
 THE BEGINNING OF A TANGENT 225.00 FOOT RADIUS CURVE, CONCAVE
 NORTHEASTERLY;
 THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF
 12° 24' 25" A DISTANCE OF 48.72 FEET;
 THENCE TANGENT TO SAID CURVE NORTH 51° 52' 59" WEST, 107.87 FEET TO
 THE BEGINNING OF A TANGENT 50.00 FOOT RADIUS CURVE, CONCAVE
 SOUTHERLY;
 THENCE NORTHWESTERLY, WESTERLY AND SOUTHWESTERLY ALONG SAID
 CURVE THROUGH A CENTRAL ANGLE OF 62° 56' 40" A DISTANCE OF 54.93
 FEET;
 THENCE TANGENT TO SAID CURVE SOUTH 65° 10' 21" WEST, 147.93 FEET TO
 THE BEGINNING OF A TANGENT 65.00 FOOT RADIUS CURVE, CONCAVE
 NORTHEASTERLY;
 THENCE SOUTHWESTERLY, WESTERLY AND NORTHWEST ALONG SAID CURVE
 THROUGH A CENTRAL ANGLE OF 96° 13' 35" A DISTANCE OF 109.16 FEET;
 THENCE TANGENT TO SAID CURVE NORTH 18° 36' 04" WEST, 24.01 FEET TO
 THE BEGINNING OF A TANGENT 110.00 FOOT RADIUS CURVE, CONCAVE
 SOUTHWESTERLY;
 THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF
 21° 55' 40" A DISTANCE OF 42.0 FEET;
 THENCE TANGENT TO SAID CURVE NORTH 40° 31' 44" WEST, 148.99 FEET TO
 THE BEGINNING OF A TANGENT 125.00 FOOT RADIUS CURVE, CONCAVE
 SOUTHWESTERLY;
 THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF
 32° 55' 00" A DISTANCE OF 71.81 FEET;
 THENCE TANGENT TO SAID CURVE NORTH 73° 26' 44" WEST, 108.62 FEET TO
 THE BEGINNING
 OF A TANGENT 80.00 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY;
 THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF
 45° 53' 00" A DISTANCE OF 64.06 FEET;
 THENCE TANGENT TO SAID CURVE NORTH 27° 33' 44" WEST, 62.62 FEET TO
 THE BEGINNING OF A TANGENT 80.00 FOOT RADIUS CURVE, CONCAVE
 SOUTHWESTERLY;
 THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF
 39° 06' 50" A DISTANCE OF 54.61 FEET;

THENCE TANGENT TO SAID CURVE NORTH 66° 40' 34" WEST, 113.18 FEET TO
 THE BEGINNING OF A TANGENT 175.00 FOOT RADIUS CURVE, CONCAVE
 SOUTHERLY;
 THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 20°
 46' 40" A DISTANCE OF 63.46 FEET;
 THENCE TANGENT TO SAID CURVE NORTH 87° 27' 14" WEST, 66.73 FEET TO
 THE BEGINNING OF A TANGENT 100.00 FOOT RADIUS CURVE, CONCAVE
 NORTHERLY;
 THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 32°
 28' 45" A DISTANCE OF 56.69 FEET;
 THENCE TANGENT TO SAID CURVE NORTH 54° 58' 29" WEST, 45.82 FEET TO
 POINT 'B' OF THIS DESCRIPTION;
 THENCE NORTH 83° 42' 01" WEST, 73.98 FEET TO THE BEGINNING OF A
 TANGENT 800.00 FOOT RADIUS CURVE, CONCAVE SOUTHERLY;
 THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 32°
 13' 44" A DISTANCE OF 450.00 FEET;
 THENCE TANGENT TO SAID CURVE SOUTH 64° 04' 15" WEST, 400.00 FEET TO
 THE BEGINNING OF A TANGENT 500.00 FOOT RADIUS CURVE, CONCAVE
 SOUTHEASTERLY;
 THENCE SOUTHWESTERLY AND SOUTHERLY ALONG SAID CURVE THROUGH A
 CENTRAL ANGLE OF 57° 17' 45" A DISTANCE OF 500.00 FEET;
 THENCE TANGENT TO SAID CURVE SOUTH 06° 46' 30" WEST, 800.00 FEET TO
 THE BEGINNING OF A TANGENT 400.00 FOOT RADIUS CURVE, CONCAVE
 NORTHWESTERLY;
 THENCE SOUTHERLY AND SOUTHWESTERLY ALONG SAID CURVE THROUGH A
 CENTRAL ANGLE OF 57° 17' 45" A DISTANCE OF 400.00 FEET TO THE
 BEGINNING OF A TANGENT 650.00 FOOT REVERSE CURVE CONCAVE
 SOUTHEASTERLY;
 THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF
 55° 27' 28" A DISTANCE OF 640.49 FEET;
 THENCE NON-TANGENT NORTH 82° 23' 13" WEST, 579.20 FEET TO A POINT ON
 THE WEST LINE OF SAID SECTION 29 WHICH IS 1780.00 FEET NORTHERLY
 ALONG SAID WEST LINE FROM THE POINT OF BEGINNING;
 THENCE SOUTH 04° 00' 30" WEST, 1780.00 FEET TO THE POINT OF BEGINNING.

PARCELF1:

AN EASEMENT 60.00 FEET IN WIDTH FOR INGRESS AND EGRESS, UTILITIES
 AND APPURTENANCES THERETO OVER, UNDER, ALONG AND ACROSS A STRIP
 OF LAND WITHIN THE NORTH HALF, THE NORTH HALF OF THE SOUTHWEST
 QUARTER AND THE NORTH HALF OF THE SOUTHEAST QUARTER, ALL IN
 SECTION 29, TOWNSHIP 9 SOUTH, RANGE 2 WEST, SAN BERNARDINO BASE
 AND MERIDIAN, IN THE COUNTY OF STN DIEGO STATE OF CALIFORNIA,
 ACCORDING TO THE OFFICIAL PLAT THEREOF, LYING 30.00 FEET ON EACH SIDE
 OF THE FOLLOWING DESCRIBED CENTER LINE:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTH HALF OF THE
 SOUTHWEST QUARTER OF SAID SECTION 29;
 THENCE ALONG THE NORTH LINE OF SAID NORTH HALF OF THE SOUTHWEST
 QUARTER NORTH $85^{\circ} 41' 23''$ EAST, 2858.64 FEET TO THE TRUE POINT OF
 BEGINNING;
 THENCE NORTH $31^{\circ} 27' 27''$ WEST 482.03 FEET TO THE BEGINNING OF A
 TANGENT 140.00 FOOT RADIUS CURVE, CONCAVE EASTERLY;
 THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 60°
 $07' 48''$ A DISTANCE OF 146.93 FEET;
 THENCE TANGENT TO SAID CURVE NORTH $28^{\circ} 40' 21''$ EAST, 218.85 FEET TO
 THE BEGINNING OF A TANGENT 200.00 FOOT RADIUS CURVE, CONCAVE
 WESTERLY;
 THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27°
 $25' 33''$ A DISTANCE OF 95.73 FEET;
 THENCE TANGENT TO SAID CURVE NORTH $01^{\circ} 14' 48''$ EAST, 358.79 FEET TO
 THE BEGINNING OF A TANGENT 95.00 FOOT RADIUS CURVE, CONCAVE
 SOUTHERLY;
 THENCE NORTHEASTERLY, EASTERLY AND SOUTHEASTERLY ALONG SAID CURVE
 THROUGH A CENTRAL ANGLE OF $150^{\circ} 04' 48''$ A DISTANCE OF 248.84 FEET;
 THENCE TANGENT TO SAID CURVE SOUTH $28^{\circ} 40' 24''$ EAST, 129.60 FEET;
 THENCE SOUTH $17^{\circ} 29' 25''$ EAST, 155.65 FEET TO THE BEGINNING OF A
 TANGENT 200.00 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY;
 THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF
 $56^{\circ} 49' 10''$ A DISTANCE OF 198.34 FEET;
 THENCE TANGENT TO SAID CURVE SOUTH $74^{\circ} 18' 35''$ EAST, 578.24 FEET TO
 THE BEGINNING OF A TANGENT 70.00 FOOT RADIUS CURVE CONCAVE
 NORTHERLY;
 THENCE SOUTHEASTERLY, EASTERLY AND NORTHEASTERLY ALONG SAID CURVE
 THROUGH A CENTRAL ANGLE OF $81^{\circ} 45' 09''$ A DISTANCE OF 99.88 FEET;
 THENCE TANGENT TO SAID CURVE NORTH $23^{\circ} 56' 16''$ EAST, 54.44 FEET TO THE
 BEGINNING OF A 50.00 FOOT RADIUS CURVE, CONCAVE WESTERLY;
 THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 39°
 $09' 33''$ A DISTANCE OF 499.50 FEET;
 THENCE TANGENT TO SAID CURVE NORTH $14^{\circ} 13' 17''$ WEST 95.00 FEET;
 THENCE NORTH $02^{\circ} 12' 29''$ WEST, 155.78 FEET TO THE BEGINNING OF A
 TANGENT 450.00 FOOT RADIUS CURVE, CONCAVE WESTERLY;
 THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23°
 $28' 04''$ A DISTANCE OF 184.32 FEET;
 THENCE TANGENT TO SAID CURVE NORTH $25^{\circ} 40' 33''$ WEST, 214.66 FEET;
 THENCE NORTH $28^{\circ} 36' 56''$ WEST, 453.32 FEET TO THE BEGINNING OF A
 TANGENT 475.00 FOOT RADIUS CURVE, CONCAVE EASTERLY;
 THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 54°
 $29' 43''$ A DISTANCE OF 451.78 FEET;
 THENCE TANGENT TO SAID CURVE NORTH $25^{\circ} 52' 47''$ EAST, 135.75 FEET TO
 THE BEGINNING OF A TANGENT 125.00 FOOT RADIUS CURVE, CONCAVE
 SOUTHERLY;
 THENCE NORTHEASTERLY AND EASTERLY ALONG SAID CURVE THROUGH A
 CENTRAL ANGLE OF $86^{\circ} 16' 33''$ A DISTANCE OF 188.22 FEET;

THENCE TANGENT TO SAID CURVE SOUTH 67° 50' 40" EAST, 278.87 FEET TO
 THE BEGINNING OF A TANGENT 36.47 FOOT RADIUS CURVE, CONCAVE
 NORTHWESTERLY;
 THENCE EASTERLY AND NORTHEASTERLY ALONG SAID CURVE THROUGH A
 CENTRAL ANGLE OF 109° 56' 05" A DISTANCE OF 69.98 FEET TO THE
 BEGINNING OF A COMPOUND 70.00 FOOT RADIUS CURVE, CONCAVE
 WESTERLY, A RADIAL TO SAID POINT BEING SOUTH 87° 46' 46" EAST;
 THENCE NORTHERLY AND NORTHWESTERLY ALONG SAID CURVE THROUGH A
 CENTRAL ANGLE OF 64° 15' 58" A DISTANCE OF 78.52 FEET;
 THENCE TANGENT TO SAID CURVE NORTH 62° 02' 44" WEST, 28.76 FEET TO
 THE BEGINNING OF A TANGENT 150.00 FOOT RADIUS CURVE, CONCAVE
 NORTHEASTERLY;
 THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF
 27° 29' 00" A DISTANCE OF 71.95 FEET;
 THENCE TANGENT TO SAID CURVE NORTH 34° 33' 44" WEST, 123.93 FEET TO
 THE BEGINNING OF A TANGENT 150.00 FOOT RADIUS CURVE, CONCAVE
 SOUTHWESTERLY;
 THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF
 26° 38' 10" A DISTANCE OF 69.77 FEET;
 THENCE TANGENT TO SAID CURVE NORTH 61° 11' 54" WEST, 194.83 FEET TO
 THE BEGINNING OF A TANGENT 170.00 FOOT RADIUS CURVE, CONCAVE
 SOUTHERLY;
 THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 45°
 55' 54" A DISTANCE OF 136.26 FEET;
 THENCE TANGENT TO SAID CURVE SOUTH 72° 52' 12" WEST, 92.49 FEET TO
 THE BEGINNING OF A TANGENT 56.71 FOOT RADIUS CURVE, CONCAVE
 NORTHERLY;
 THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 50°
 54' 49" A DISTANCE OF 50.39 FEET TO THE BEGINNING OF A COMPOUND
 350.00 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY, A RADIAL TO SAID
 POINT BEING SOUTH 33° 47' 01" WEST;
 THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF
 23° 23' 43" A DISTANCE OF 142.91 FEET;
 THENCE TANGENT TO SAID CURVE NORTH 32° 49' 16" WEST, 100.42 FEET TO
 THE BEGINNING OF A TANGENT 300.00 FOOT RADIUS CURVE, CONCAVE
 SOUTHWESTERLY;
 THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF
 41° 02' 23" A DISTANCE OF 214.88 FEET;
 THENCE TANGENT TO SAID CURVE NORTH 73° 51' 39" WEST, 39.51 FEET;
 THENCE NORTH 42° 25' 17" WEST, 123.04 FEET;
 THENCE NORTH 65° 18' 58" WEST, 135.36 FEET;
 THENCE NORTH 79° 17' 48" WEST, 143.62 FEET TO A POINT HEREINAFTER
 REFERRED TO AS POINT "A";
 THENCE CONTINUING NORTH 79° 17' 48" WEST, 70.23 FEET TO A POINT
 DESCRIBED AS THE TRUE POINT OF BEGINNING IN DEED TO CONCEPT MEDIA,
 INC., RECORDED NOVEMBER 2, 1981 AS DOCUMENT NO. 81-345536;

THENCE FOLLOWING ALONG THE EASTERLY LINE OF SAID CONCEPT MEDIA LAND, NORTH 54° 58' 29" WEST, 326.27 FEET TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 29.

THE SIDELINES OF SAID STRIP OF LAND ARE TO BE PROLONGED SOUTHERLY TO TERMINATE IN THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 29 AND NORTHERLY TO TERMINATE IN THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 29.

EXCEPTING THAT PORTION LYING WITHIN PARCEL F ABOVE.

PARCEL F2:

AN EASEMENT 60.00 FEET IN WIDTH FOR INGRESS AND EGRESS, UTILITIES AND APPURTENANCES THERETO OVER, UNDER, ALONG AND ACROSS THE NORTHWEST QUARTER OF SAID SECTION 29, THE CENTER LINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT POINT "A" HEREIN ABOVE DESCRIBED IN PARCEL 2;
 THENCE NORTH 89° 00' 02" WEST, 270.56 FEET TO THE BEGINNING OF A 300.00 FOOT RADIUS TANGENT CURVE CONCAVE SOUTHERLY;
 THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 19° 05' 10" A DISTANCE OF 99.93 FEET;
 THENCE TANGENT TO SAID CURVE SOUTH 71° 54' 48" WEST, 32.24 FEET TO THE BEGINNING OF A TANGENT 200.00 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY;
 THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15° 26' 36" A DISTANCE OF 53.91 FEET;
 THENCE TANGENT TO SAID CURVE SOUTH 56° 28' 12" WEST, 131.98 FEET TO THE BEGINNING OF A 150.00 FOOT RADIUS TANGENT CURVE CONCAVE SOUTHEASTERLY;
 THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 44° 20' 03" A DISTANCE OF 116.07 FEET TO THE BEGINNING OF A 175.31 FOOT RADIUS TANGENT REVERSE CURVE CONCAVE NORTHWESTERLY;
 THENCE SOUTHWESTERLY ALONG THE ARC OF SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 45' 45' 10" A DISTANCE OF 239.99 FEET;
 THENCE TANGENT TO SAID CURVE SOUTH 57° 53' 19" WEST, 87.49 FEET TO THE BEGINNING OF A 150.00 FOOT RADIUS TANGENT CURVE CONCAVE NORTHERLY;
 THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 26° 17' 33" A DISTANCE OF 68.83 FEET;
 THENCE TANGENT TO SAID CURVE SOUTH 84° 10' 52" WEST, 117.38 FEET TO THE BEGINNING OF A 300.00 FOOT RADIUS TANGENT CURVE CONCAVE SOUTHERLY;
 THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00° 01' 20" A DISTANCE OF 42.00 FEET;

THENCE TANGENT TO SAID CURVE SOUTH 76° 09' 32" WEST, 36.55 FEET TO
 THE BEGINNING OF A 250.00 FOOT RADIUS TANGENT CURVE CONCAVE
 SOUTHEASTERLY;
 THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A
 CENTRAL ANGLE OF 21° 28' 15" A DISTANCE OF 93.00 FEET;
 THENCE TANGENT TO SAID CURVE SOUTH 54° 41' 17" WEST, 126.44 FEET TO
 THE BEGINNING OF A 600.00 FOOT RADIUS TANGENT CURVE CONCAVE
 SOUTHEASTERLY;
 THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A
 CENTRAL ANGLE OF 08° 31' 33" A DISTANCE OF 89.28 FEET;
 THENCE TANGENT TO SAID CURVE SOUTH 46° 09' 44" WEST, 86.60 FEET TO
 THE BEGINNING OF A 150.00 FOOT RADIUS TANGENT CURVE CONCAVE
 EASTERLY;
 THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL
 ANGLE OF 34° 38' 53" A DISTANCE OF 90.71 FEET;
 THENCE TANGENT TO SAID CURVE SOUTH 11° 30' 51" WEST, 230.95 FEET TO
 THE BEGINNING OF A 198.74 FOOT RADIUS TANGENT CURVE CONCAVE
 NORTHWESTERLY;
 THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A
 CENTRAL ANGLE OF 42° 39' 47" A DISTANCE OF 147.98 FEET TO THE
 BEGINNING OF A 1000.00 FOOT RADIUS TANGENT COMPOUND CURVE
 CONCAVE NORTHWESTERLY;
 THENCE SOUTHWESTERLY ALONG THE ARC OF SAID COMPOUND CURVE
 THROUGH A CENTRAL ANGLE OF 04° 00' 58" A DISTANCE OF 70.09 FEET TO
 THE BEGINNING OF A 278.73 FOOT RADIUS COMPOUND CURVE CONCAVE
 NORTHERLY;
 THENCE WESTERLY ALONG THE ARC OF SAID COMPOUND CURVE THROUGH A
 CENTRAL ANGLE OF 26° 21' 46" A DISTANCE OF 128.25 FEET;
 THENCE TANGENT TO SAID CURVE SOUTH 84° 33' 22" WEST 17.87 FEET TO THE
 BEGINNING OF A 150.00 FOOT RADIUS TANGENT CURVE CONCAVE
 SOUTHEASTERLY;
 THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A
 CENTRAL ANGLE OF 43° 54' 42" A DISTANCE OF 114.96 FEET;
 THENCE TANGENT TO SAID CURVE SOUTH 40° 38' 40" WEST, 81.77 FEET TO
 THE BEGINNING OF A 150.00 FOOT RADIUS TANGENT CURVE CONCAVE
 EASTERLY;
 THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL
 ANGLE OF 33° 49' 06" A DISTANCE OF 98.54 FEET;
 THENCE TANGENT TO SAID CURVE SOUTH 06° 49' 34" WEST, 26.68 FEET.

THE SIDELINES OF SAID EASEMENT SHALL BE FORESHORTENED OR
 LENGTHENED SO AS TO TERMINATE SOUTHERLY IN A LINE BEARING SOUTH 83°
 10' 26" EAST THROUGH THE SOUTHERLY TERMINUS OF THE LAST COURSE
 HEREINABOVE DESCRIBED.

EXCEPTING THEREFROM THAT PORTION LYING WITHIN PARCEL 1 HEREINABOVE
 DESCRIBED.

15174X

SAID EASEMENT IS HEREBY DECLARED TO BE APPURTENANT TO AND FOR THE USE AND BENEFIT OF THE PRESENT AND FUTURE OWNERS OF THE NORTH HALF, THE NORTH HALF OF THE SOUTHWEST QUARTER AND THE NORTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 29 OR ANY PARTS OR PORTIONS THEREOF.

PARCEL F3:

AN EASEMENT AND RIGHT OF WAY FOR ROAD PURPOSES AND INCIDENTAL THERETO, THROUGH, OVER, UNDER AND ACROSS, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS, TO AND ALONG SAID EASEMENT DESCRIBED AS THAT CERTAIN STRIP OF LAND, 40.00 FEET IN WIDTH, WITHIN THE SOUTH HALF OF THE SOUTH HALF OF SECTION 29 AND THE NORTH HALF OF THE NORTH HALF OF SECTION 32, ALL IN TOWNSHIP 9 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, THE CENTER LINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY LINE OF SAID SOUTH HALF OF THE SOUTH HALF OF SECTION 29 DISTANT THEREOF NORTH 85° 41' 23" EAST, 2858.64 FEET FROM THE NORTHWEST CORNER THEREOF;
THENCE FROM SAID POINT OF BEGINNING SOUTH 31° 27' 09" EAST, 13.26 FEET TO THE BEGINNING OF A TANGENT 350.00 FOOT RADIUS CURVE, CONCAVE WESTERLY;
THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 23° 18' 55" A DISTANCE OF 142.43 FEET;
THENCE TANGENT TO SAID CURVE SOUTH 8° 18' 14" EAST, 342.08 FEET TO THE BEGINNING OF A TANGENT 400.00 FOOT CURVE, CONCAVE WESTERLY;
THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 19° 14' 10" A DISTANCE OF 134.29 FEET;
THENCE TANGENT TO SAID CURVE SOUTH 11° 05' 56" WEST, 254.79 FEET TO THE BEGINNING OF A TANGENT 500.00 FOOT RADIUS CURVE, CONCAVE WESTERLY;
THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13° 59' 50" A DISTANCE OF 122.15 FEET;
THENCE TANGENT TO SAID CURVE SOUTH 25° 05' 46" WEST, 260.70 FEET TO THE BEGINNING OF A TANGENT 150.00 FOOT RADIUS CURVE, CONCAVE EASTERLY;
THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 57° 46' 40" A DISTANCE OF 151.26 FEET;
THENCE TANGENT TO SAID CURVE SOUTH 32° 40' 54" EAST, 196.92 FEET TO THE BEGINNING OF A TANGENT 750.00 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY;
THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 8° 08' 20" A DISTANCE OF 106.54 FEET;

15174A

File No: 04606075

THENCE TANGENT TO SAID CURVE SOUTH 40° 49' 14" EAST TO THE
SOUTHEASTERLY LINE OF PARCEL 2 OF LAND CONVEYED TO SAN DIEGO GAS
AND ELECTRIC COMPANY BY DEED RECORDED APRIL 27, 1970 AS FILE NO.
71473 OF OFFICIAL RECORDS OF SAID COUNTY, BEING A DISTANCE OF 450.00
FEET, MORE OR LESS.

EXHIBIT 5



JUN 18 2007 3:18 PM

WHEN RECORDED MAIL TO:

DFI Funding, Inc.
4120 Douglas Boulevard #306-521
Granite Bay, CA 95746

Parcel Number 110-072-05-00 and
110-072-13-00

9527

OFFICIAL RECORDS
SAN DIEGO COUNTY RECORDER'S OFFICE
GREGORY J. SMITH COUNTY RECORDER
FEES 47.00
PAGES 14



2007-0409897

MODIFICATION OF NOTE AND DEED OF TRUST

This Agreement is entered into as of April 23, 2007 between Comerica Bank as collateral holder for DFI Funding, Inc. (the "Leader"), holder of all beneficial interest in the Note and Deed of Trust referred to herein, and PROMINANCE PARTNERS, A NEVADA CORPORATION, (collectively, the "Borrower"), owners of the real property located at APN #110-072-05-00 and APN #110-072-13-00, SAN DIEGO County, California, Parcel number 110-072-05-00 and 110-072-13-00 (the "Property")

The Property is secured by a Deed of Trust (the "Deed of Trust") recorded on OCTOBER 07, 2005, as Document Number 2005-0872273 in the Official Records of the SAN DIEGO County Recorder's Office, securing a Note dated OCTOBER 3, 2005 in the principal amount of \$4,750,000.00 (the "Note"). The Note and Deed of Trust are referred to collectively herein as the "Loan."

The Lender and Borrower wish to modify the Loan to extend additional funds to the Borrower. In consideration of the mutual promises contained herein, it is hereby agreed as follows:

1. Agreed Current Status of Loan: The unpaid principal balance of the Loan as of the date of this Modification is \$2,956,956.35, excluding unpaid interest and any escrow balances and impound amounts. The unpaid principal balance is due and payable in full on May 1, 2007 (the "Maturity Date"). The current payment amount is 30 days of interest on the unpaid principal balance and is next due on May 1, 2007.
2. Modified Loan Terms. As of May 1, 2007, Lender will advance an additional \$795,000.00 to the Borrower to be broken down as follows: \$166,350.00 extension fee to be paid to DFI Funding, Inc.; \$628,650.00 for an interest impound reserve to be applied to the monthly interest only payments as \$53,140.00 per month for eleven months and \$44,110.00 for the twelfth month at which time the borrower must remit the difference due: increasing the principal balance from \$4,750,000.00 to \$5,545,000.00. The new payment amount is 30 days of interest on the unpaid principal balance and will be due on the first of each month beginning June 1, 2007. The interest rate will remain at 11.50%. The maturity date will become May 1, 2008 at which time the principal balance of \$5,545,000.00 along with the final payment of 30 days of interest on the unpaid principal balance, and any outstanding balance, will be due.
3. Fees. Borrower shall pay Lender and others, concurrently with recordation hereof, the fees and charges set forth in the Good Faith Estimate signed concurrently herewith. Borrower shall also pay any taxes due.

FS
14P
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4/606075

4. Contingency. This Agreement shall be contingent upon Lender obtaining an ALTA policy of title insurance insuring the Loan, as modified hereby, as a 1st lien on the Property.

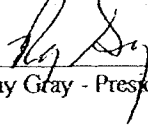
5. Miscellaneous. In any action involving this Agreement the winning party shall be entitled to an award of its attorneys' fees from the losing party, as determined by the Court. This Agreement contains the entire agreement between the parties. Borrower is hereby advised to seek legal advice before entering into this Agreement. This Agreement can only be modified by a writing executed by both parties.

All other provisions of the Note and Mortgage shall remain in force, unaffected.

IN WITNESS WHEREOF the parties have executed this Agreement the day and year first above mentioned.

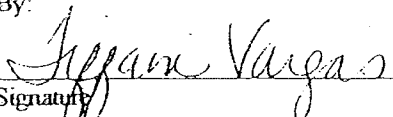
PROMINANCE PARTNERS

BORROWER:



Ray Gray - President

LENDER: COMERICA BANK

By: 

Signature

Tiffani Vargas

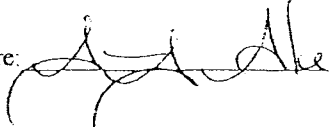
Print Name

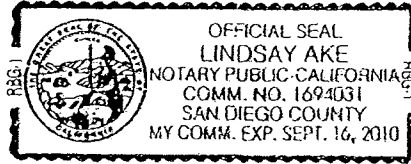
Its: 

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN DIEGO)

On MAY 07th, 2007, before me, ^{LINDSAY AKE}~~the undersigned~~, a Notary Public in and for said County and State, personally appeared RAY GRAY, personally known to me (or 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.

WITNESS my hand and official seal.

Signature: 



STATE OF CALIFORNIA)
) ss.
COUNTY OF)

On _____, 2007, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____, personally known to me (or 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.

WITNESS my hand and official seal.

Signature: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

On _____, 2007, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____, personally known to me (or 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.

WITNESS my hand and official seal.

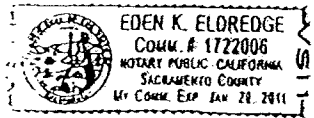
Signature: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF Placer)

EDEN K. ELDRIDGE

On May 10, 2007, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Tiffani Vargas, personally known to me (or 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.

WITNESS my hand and official seal.



Signature: Eden K. Eldredge

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

On _____, 2007, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____, personally known to me (or 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.

WITNESS my hand and official seal.

Signature: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

On _____, 2007, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____, personally known to me (or 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.

WITNESS my hand and official seal.

Signature: _____

EXHIBIT "A"

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL E:

THOSE PORTIONS OF THE NORTH HALF OF SECTION 29, THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 29, AND THE NORTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 29, TOWNSHIP 9 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 29 AS SHOWN ON RECORD OF SURVEY 8351;
THENCE ALONG THE SOUTH LINE OF SAID NORTH HALF OF THE SOUTHWEST QUARTER NORTH 85° 41' 23" EAST, 2858.64 FEET;
THENCE NORTH 31° 27' 09" WEST, 486.53 FEET TO THE BEGINNING OF A TANGENT 140.00 FOOT RADIUS CURVE, CONCAVE EASTERLY;
THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 63° 09' 30" A DISTANCE OF 154.32 FEET;
THENCE TANGENT TO SAID CURVE NORTH 31° 42' 21" EAST, 179.21 FEET TO THE BEGINNING OF A TANGENT 200.00 FOOT RADIUS CURVE, CONCAVE WESTERLY;
THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27° 19' 50" A DISTANCE OF 95.40 FEET;
THENCE TANGENT TO SAID CURVE NORTH 04° 22' 31" EAST, 397.77 FEET TO THE BEGINNING OF A TANGENT 70.57 FOOT RADIUS CURVE, CONCAVE SOUTHERLY;
THENCE NORTHEASTERLY, EASTERLY AND SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 153° 32' 35" FEET A DISTANCE OF 210.56 FEET;
THENCE TANGENT TO SAID CURVE SOUTH 22° 04' 54" EAST, 313.85 FEET TO THE BEGINNING OF A TANGENT 75.00 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY;
THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 51° 48' 00" A DISTANCE OF 67.81 FEET;
THENCE TANGENT TO SAID CURVE SOUTH 73° 52' 54" EAST, 524.72 FEET TO THE BEGINNING OF A TANGENT 125.00 FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY;
THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 34° 17' 45" A DISTANCE OF 74.82 FEET;
THENCE TANGENT TO SAID CURVE SOUTH 39° 35' 09" EAST, 64.76 FEET TO THE BEGINNING OF A TANGENT 58.1 FOOT RADIUS CURVE, CONCAVE NORTHERLY;

THENCE SOUTHEASTERLY, EASTERLY AND NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $143^{\circ} 47' 30''$ A DISTANCE OF 145.99 FEET;
THENCE TANGENT TO SAID CURVE NORTH $03^{\circ} 22' 39''$ EAST, 25.95 FEET TO THE BEGINNING OF A TANGENT 300.00 FOOT RADIUS CURVE, CONCAVE EASTERLY;
THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $22^{\circ} 00' 50''$ A DISTANCE OF 115.26 FEET;
THENCE TANGENT TO SAID CURVE NORTH $18^{\circ} 35' 11''$ EAST, 146.61 FEET TO THE BEGINNING OF A TANGENT 325.00 FOOT RADIUS CURVE, CONCAVE WESTERLY;
THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $30^{\circ} 08' 30''$ A DISTANCE OF 170.97 FEET;
THENCE TANGENT TO SAID CURVE NORTH $11^{\circ} 30' 19''$ WEST, 264.08 FEET TO THE BEGINNING OF A TANGENT 300.00 FOOT RADIUS CURVE, CONCAVE EASTERLY;
THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $15^{\circ} 56' 10''$ A DISTANCE OF 83.44 FEET;
THENCE TANGENT TO SAID CURVE NORTH $04^{\circ} 25' 51''$ EAST, 55.64 FEET TO THE BEGINNING OF A TANGENT 17.00 FOOT RADIUS CURVE, CONCAVE WESTERLY;
THENCE TANGENT NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $24^{\circ} 31' 17''$ A DISTANCE OF 74.90 FEET;
THENCE TANGENT TO SAID CURVE NORTH $20^{\circ} 05' 26''$ WEST, 167.71 FEET TO THE BEGINNING OF A TANGENT 750.00 FOOT RADIUS CURVE, CONCAVE WESTERLY;
THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $09^{\circ} 56' 23''$ A DISTANCE OF 130.11 FEET;
THENCE TANGENT TO SAID CURVE NORTH $30^{\circ} 01' 49''$ WEST, 272.70 FEET TO THE BEGINNING OF A TANGENT 1200.00 FOOT RADIUS CURVE, CONCAVE EASTERLY;
THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $08^{\circ} 34' 40''$ A DISTANCE OF 179.65 FEET;
THENCE TANGENT TO SAID CURVE NORTH $21^{\circ} 27' 09''$ WEST, 195.97 FEET TO THE BEGINNING OF A TANGENT 275.00 FOOT RADIUS CURVE, CONCAVE EASTERLY;
THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $44^{\circ} 52' 00''$ A DISTANCE OF 215.34 FEET;
THENCE TANGENT TO SAID CURVE NORTH $23^{\circ} 24' 51''$ EAST, 224.98 FEET TO THE BEGINNING OF A TANGENT 125.00 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY;
THENCE NORTHEASTERLY AND EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $84^{\circ} 22' 30''$ A DISTANCE OF 184.08 FEET;
THENCE TANGENT TO SAID CURVE SOUTH $72^{\circ} 12' 39''$ EAST, 317.15 FEET TO THE BEGINNING OF A TANGENT 31.88 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY;
THENCE EASTERLY, NORTHERLY AND NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $169^{\circ} 57' 20''$ A DISTANCE OF 94.57 FEET;

THENCE TANGENT TO SAID CURVE NORTH 62° 09' 59" WEST, 217.73 FEET TO
THE BEGINNING OF A TANGENT 120.00 FOOT RADIUS CURVE, CONCAVE
NORTHEASTERLY;
THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF
40° 41' 45" A DISTANCE OF 85.23 FEET;
THENCE TANGENT TO SAID CURVE NORTH 21° 28' 14" WEST, 48.03 FEET TO
THE BEGINNING OF A TANGENT 125.00 FOOT RADIUS CURVE, CONCAVE
SOUTHWESTERLY;
THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF
42° 49' 10" A DISTANCE OF 93.42 FEET;
THENCE TANGENT TO SAID CURVE NORTH 64° 17' 24" WEST, 99.78 FEET TO
THE BEGINNING OF A TANGENT 225.00 FOOT RADIUS CURVE, CONCAVE
NORTHEASTERLY;
THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF
12° 24' 25" A DISTANCE OF 48.72 FEET;
THENCE TANGENT TO SAID CURVE NORTH 51° 52' 59" WEST, 107.87 FEET TO
THE BEGINNING OF A TANGENT 50.00 FOOT RADIUS CURVE, CONCAVE
SOUTHERLY;
THENCE NORTHWESTERLY, WESTERLY AND SOUTHWESTERLY ALONG SAID
CURVE THROUGH A CENTRAL ANGLE OF 62° 56' 40" A DISTANCE OF 54.93
FEET;
THENCE TANGENT TO SAID CURVE SOUTH 65° 10' 21" WEST, 147.93 FEET TO
THE BEGINNING OF A TANGENT 65.00 FOOT RADIUS CURVE, CONCAVE
NORTHEASTERLY;
THENCE SOUTHWESTERLY, WESTERLY AND NORTHWEST ALONG SAID CURVE
THROUGH A CENTRAL ANGLE OF 96° 13' 35" A DISTANCE OF 109.16 FEET;
THENCE TANGENT TO SAID CURVE NORTH 18° 36' 04" WEST, 24.01 FEET TO
THE BEGINNING OF A TANGENT 110.00 FOOT RADIUS CURVE, CONCAVE
SOUTHWESTERLY;
THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF
21° 55' 40" A DISTANCE OF 42.0 FEET;
THENCE TANGENT TO SAID CURVE NORTH 40° 31' 44" WEST, 148.99 FEET TO
THE BEGINNING OF A TANGENT 125.00 FOOT RADIUS CURVE, CONCAVE
SOUTHWESTERLY;
THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF
32° 55' 00" A DISTANCE OF 71.81 FEET;
THENCE TANGENT TO SAID CURVE NORTH 73° 26' 44" WEST, 108.62 FEET TO
THE BEGINNING
OF A TANGENT 80.00 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY;
THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF
45° 53' 00" A DISTANCE OF 64.05 FEET;
THENCE TANGENT TO SAID CURVE NORTH 27° 33' 44" WEST, 62.62 FEET TO
THE BEGINNING OF A TANGENT 80.00 FOOT RADIUS CURVE, CONCAVE
SOUTHWESTERLY;
THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF
39° 06' 50" A DISTANCE OF 54.61 FEET;

THENCE TANGENT TO SAID CURVE NORTH 66° 40' 34" WEST, 113.18 FEET TO
 THE BEGINNING OF A TANGENT 175.00 FOOT RADIUS CURVE, CONCAVE
 SOUTHERLY;
 THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 20°
 46' 40" A DISTANCE OF 63.46 FEET;
 THENCE TANGENT TO SAID CURVE NORTH 87° 27' 14" WEST, 66.73 FEET TO
 THE BEGINNING OF A TANGENT 100.00 FOOT RADIUS CURVE, CONCAVE
 NORTHERLY;
 THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 32°
 28' 45" A DISTANCE OF 56.69 FEET;
 THENCE TANGENT TO SAID CURVE NORTH 54° 58' 29" WEST, 45.82 FEET TO
 POINT "B" OF THIS DESCRIPTION;
 THENCE NORTH 83° 42' 01" WEST, 73.98 FEET TO THE BEGINNING OF A
 TANGENT 800.00 FOOT RADIUS CURVE, CONCAVE SOUTHERLY;
 THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 32°
 13' 44" A DISTANCE OF 450.00 FEET;
 THENCE TANGENT TO SAID CURVE SOUTH 64° 04' 15" WEST, 400.00 FEET TO
 THE BEGINNING OF A TANGENT 500.00 FOOT RADIUS CURVE, CONCAVE
 SOUTHEASTERLY;
 THENCE SOUTHWESTERLY AND SOUTHERLY ALONG SAID CURVE THROUGH A
 CENTRAL ANGLE OF 57° 17' 45" A DISTANCE OF 500.00 FEET;
 THENCE TANGENT TO SAID CURVE SOUTH 06° 46' 30" WEST, 800.00 FEET TO
 THE BEGINNING OF A TANGENT 400.00 FOOT RADIUS CURVE, CONCAVE
 NORTHWESTERLY;
 THENCE SOUTHERLY AND SOUTHWESTERLY ALONG SAID CURVE THROUGH A
 CENTRAL ANGLE OF 57° 17' 45" A DISTANCE OF 400.00 FEET TO THE
 BEGINNING OF A TANGENT 650.00 FOOT REVERSE CURVE CONCAVE
 SOUTHEASTERLY;
 THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF
 55° 27' 28" A DISTANCE OF 640.49 FEET;
 THENCE NON-TANGENT NORTH 82° 23' 13" WEST, 579.20 FEET TO A POINT ON
 THE WEST LINE OF SAID SECTION 29 WHICH IS 1780.00 FEET NORTHERLY
 ALONG SAID WEST LINE FROM THE POINT OF BEGINNING;
 THENCE SOUTH 04° 00' 30" WEST, 1780.00 FEET TO THE POINT OF BEGINNING.

PARCEL F1:

AN EASEMENT 60.00 FEET IN WIDTH FOR INGRESS AND EGRESS, UTILITIES
 AND APPURTENANCES THERETO OVER, UNDER, ALONG AND ACROSS A STRIP
 OF LAND WITHIN THE NORTH HALF, THE NORTH HALF OF THE SOUTHWEST
 QUARTER AND THE NORTH HALF OF THE SOUTHEAST QUARTER, ALL IN
 SECTION 29, TOWNSHIP 9 SOUTH, RANGE 2 WEST, SAN BERNARDINO BASE
 AND MERIDIAN, IN THE COUNTY OF STN DIEGO STATE OF CALIFORNIA,
 ACCORDING TO THE OFFICIAL PLAT THEREOF, LYING 30.00 FEET ON EACH SIDE
 OF THE FOLLOWING DESCRIBED CENTER LINE:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 29;
THENCE ALONG THE NORTH LINE OF SAID NORTH HALF OF THE SOUTHWEST QUARTER NORTH 85° 41' 23" EAST, 2858.64 FEET TO THE TRUE POINT OF BEGINNING;
THENCE NORTH 31° 27' 27" WEST 482.03 FEET TO THE BEGINNING OF A TANGENT 140.00 FOOT RADIUS CURVE, CONCAVE EASTERLY;
THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 60° 07' 48" A DISTANCE OF 146.93 FEET;
THENCE TANGENT TO SAID CURVE NORTH 28° 40' 21" EAST, 218.85 FEET TO THE BEGINNING OF A TANGENT 200.00 FOOT RADIUS CURVE, CONCAVE WESTERLY;
THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27° 25' 33" A DISTANCE OF 95.73 FEET;
THENCE TANGENT TO SAID CURVE NORTH 01° 14' 48" EAST, 358.79 FEET TO THE BEGINNING OF A TANGENT 95.00 FOOT RADIUS CURVE, CONCAVE SOUTHERLY;
THENCE NORTHEASTERLY, EASTERLY AND SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 150° 04' 48" A DISTANCE OF 248.84 FEET;
THENCE TANGENT TO SAID CURVE SOUTH 28° 40' 24" EAST, 129.60 FEET;
THENCE SOUTH 17° 29' 25" EAST, 155.65 FEET TO THE BEGINNING OF A TANGENT 200.00 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY;
THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 56° 49' 10" A DISTANCE OF 198.34 FEET;
THENCE TANGENT TO SAID CURVE SOUTH 74° 18' 35" EAST, 578.24 FEET TO THE BEGINNING OF A TANGENT 70.00 FOOT RADIUS CURVE CONCAVE NORTHERLY;
THENCE SOUTHEASTERLY, EASTERLY AND NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 81° 45' 09" A DISTANCE OF 99.88 FEET;
THENCE TANGENT TO SAID CURVE NORTH 23° 56' 16" EAST, 54.44 FEET TO THE BEGINNING OF A 50.00 FOOT RADIUS CURVE, CONCAVE WESTERLY;
THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 38° 09' 33" A DISTANCE OF 499.50 FEET;
THENCE TANGENT TO SAID CURVE NORTH 14° 13' 17" WEST 95.00 FEET;
THENCE NORTH 02° 12' 29" WEST, 155.78 FEET TO THE BEGINNING OF A TANGENT 450.00 FOOT RADIUS CURVE, CONCAVE WESTERLY;
THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23° 28' 04" A DISTANCE OF 184.32 FEET;
THENCE TANGENT TO SAID CURVE NORTH 25° 40' 33" WEST, 214.66 FEET;
THENCE NORTH 28° 36' 56" WEST, 453.32 FEET TO THE BEGINNING OF A TANGENT 475.00 FOOT RADIUS CURVE, CONCAVE EASTERLY;
THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 54° 29' 43" A DISTANCE OF 451.78 FEET;
THENCE TANGENT TO SAID CURVE NORTH 25° 52' 47" EAST, 135.75 FEET TO THE BEGINNING OF A TANGENT 125.00 FOOT RADIUS CURVE, CONCAVE SOUTHERLY;
THENCE NORTHEASTERLY AND EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 86° 16' 33" A DISTANCE OF 188.22 FEET;

THENCE TANGENT TO SAID CURVE SOUTH 67° 50' 40" EAST, 270.87 FEET TO THE BEGINNING OF A TANGENT 36.47 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY;

THENCE EASTERLY AND NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 109° 56' 06" A DISTANCE OF 69.98 FEET TO THE BEGINNING OF A COMPOUND 70.00 FOOT RADIUS CURVE, CONCAVE WESTERLY, A RADIAL TO SAID POINT BEING SOUTH 87° 46' 46" EAST;

THENCE NORTHERLY AND NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 64° 15' 58" A DISTANCE OF 78.52 FEET;

THENCE TANGENT TO SAID CURVE NORTH 62° 02' 44" WEST, 28.76 FEET TO THE BEGINNING OF A TANGENT 150.00 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY;

THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27° 29' 00" A DISTANCE OF 71.95 FEET;

THENCE TANGENT TO SAID CURVE NORTH 34° 33' 44" WEST, 123.93 FEET TO THE BEGINNING OF A TANGENT 150.00 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY;

THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 26° 38' 10" A DISTANCE OF 69.73 FEET;

THENCE TANGENT TO SAID CURVE NORTH 61° 11' 54" WEST, 194.83 FEET TO THE BEGINNING OF A TANGENT 170.00 FOOT RADIUS CURVE, CONCAVE SOUTHERLY;

THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 45° 55' 54" A DISTANCE OF 136.26 FEET;

THENCE TANGENT TO SAID CURVE SOUTH 72° 52' 12" WEST, 92.49 FEET TO THE BEGINNING OF A TANGENT 56.71 FOOT RADIUS CURVE, CONCAVE NORTHERLY;

THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 50° 54' 49" A DISTANCE OF 50.39 FEET TO THE BEGINNING OF A COMPOUND 350.00 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY, A RADIAL TO SAID POINT BEING SOUTH 33° 47' 01" WEST;

THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23° 23' 43" A DISTANCE OF 142.91 FEET;

THENCE TANGENT TO SAID CURVE NORTH 32° 49' 16" WEST, 100.42 FEET TO THE BEGINNING OF A TANGENT 300.00 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY;

THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 41° 02' 23" A DISTANCE OF 214.88 FEET;

THENCE TANGENT TO SAID CURVE NORTH 73° 51' 39" WEST, 39.51 FEET;

THENCE NORTH 42° 25' 17" WEST, 123.04 FEET;

THENCE NORTH 65° 18' 58" WEST, 135.36 FEET;

THENCE NORTH 79° 17' 48" WEST, 143.62 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A";

THENCE CONTINUING NORTH 79° 17' 48" WEST, 70.23 FEET TO A POINT DESCRIBED AS THE TRUE POINT OF BEGINNING IN DEED TO CONCEPT MEDIA, INC., RECORDED NOVEMBER 2, 1981 AS DOCUMENT NO. 81-345536;

THENCE FOLLOWING ALONG THE EASTERLY LINE OF SAID CONCEPT MEDIA LAND, NORTH 54° 58' 29" WEST, 326.27 FEET TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 29.

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THE SIDELINES OF SAID STRIP OF LAND ARE TO BE PROLONGED SOUTHERLY TO TERMINATE IN THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 29 AND NORTHERLY TO TERMINATE IN THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 29.

EXCEPTING THAT PORTION LYING WITHIN PARCEL F ABOVE.

PARCEL F2:

AN EASEMENT 60.00 FEET IN WIDTH FOR INGRESS AND EGRESS, UTILITIES AND APPURTENANCES THERETO OVER, UNDER, ALONG AND ACROSS THE NORTHWEST QUARTER OF SAID SECTION 29, THE CENTER LINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT POINT "A" HEREINAbove DESCRIBED IN PARCEL 2;
THENCE NORTH 89° 00' 02" WEST, 270.56 FEET TO THE BEGINNING OF A 300.00 FOOT RADIUS TANGENT CURVE CONCAVE SOUTHERLY;
THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 19° 05' 10" A DISTANCE OF 99.93 FEET;
THENCE TANGENT TO SAID CURVE SOUTH 71° 54' 48" WEST, 32.24 FEET TO THE BEGINNING OF A TANGENT 200.00 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY;
THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15° 26' 36" A DISTANCE OF 53.91 FEET;
THENCE TANGENT TO SAID CURVE SOUTH 56° 28' 12" WEST, 131.98 FEET TO THE BEGINNING OF A 150.00 FOOT RADIUS TANGENT CURVE CONCAVE SOUTHEASTERLY;
THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 44° 20' 03" A DISTANCE OF 116.07 FEET TO THE BEGINNING OF A 175.31 FOOT RADIUS TANGENT REVERSE CURVE CONCAVE NORTHWESTERLY;
THENCE SOUTHWESTERLY ALONG THE ARC OF SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 45° 45' 10" A DISTANCE OF 239.99 FEET;
THENCE TANGENT TO SAID CURVE SOUTH 57° 53' 19" WEST, 87.49 FEET TO THE BEGINNING OF A 150.00 FOOT RADIUS TANGENT CURVE CONCAVE NORTHERLY;
THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 26° 17' 33" A DISTANCE OF 68.83 FEET;
THENCE TANGENT TO SAID CURVE SOUTH 84° 10' 52" WEST, 117.38 FEET TO THE BEGINNING OF A 300.00 FOOT RADIUS TANGENT CURVE CONCAVE SOUTHERLY;
THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00° 01' 20" A DISTANCE OF 42.00 FEET;

THENCE TANGENT TO SAID CURVE SOUTH 76° 09' 32" WEST, 50.55 FEET TO
THE BEGINNING OF A 250.00 FOOT RADIUS TANGENT CURVE CONCAVE
SOUTHEASTERLY;
THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A
CENTRAL ANGLE OF 21° 28' 15" A DISTANCE OF 93.00 FEET;
THENCE TANGENT TO SAID CURVE SOUTH 54° 41' 17" WEST, 126.44 FEET TO
THE BEGINNING OF A 600.00 FOOT RADIUS TANGENT CURVE CONCAVE
SOUTHEASTERLY;
THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A
CENTRAL ANGLE OF 08° 31' 33" A DISTANCE OF 89.28 FEET;
THENCE TANGENT TO SAID CURVE SOUTH 46° 09' 44" WEST, 86.60 FEET TO
THE BEGINNING OF A 150.00 FOOT RADIUS TANGENT CURVE CONCAVE
EASTERLY;
THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL
ANGLE OF 34° 38' 53" A DISTANCE OF 90.71 FEET;
THENCE TANGENT TO SAID CURVE SOUTH 11° 30' 51" WEST, 230.95 FEET TO
THE BEGINNING OF A 198.74 FOOT RADIUS TANGENT CURVE CONCAVE
NORTHWESTERLY;
THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A
CENTRAL ANGLE OF 42° 39' 47" A DISTANCE OF 147.98 FEET TO THE
BEGINNING OF A 1000.00 FOOT RADIUS TANGENT COMPOUND CURVE
CONCAVE NORTHWESTERLY;
THENCE SOUTHWESTERLY ALONG THE ARC OF SAID COMPOUND CURVE
THROUGH A CENTRAL ANGLE OF 04° 00' 58" A DISTANCE OF 70.09 FEET TO
THE BEGINNING OF A 278.73 FOOT RADIUS COMPOUND CURVE CONCAVE
NORTHERLY;
THENCE WESTERLY ALONG THE ARC OF SAID COMPOUND CURVE THROUGH A
CENTRAL ANGLE OF 26° 21' 46" A DISTANCE OF 128.25 FEET;
THENCE TANGENT TO SAID CURVE SOUTH 84° 33' 22" WEST 17.87 FEET TO THE
BEGINNING OF A 150.00 FOOT RADIUS TANGENT CURVE CONCAVE
SOUTHEASTERLY;
THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A
CENTRAL ANGLE OF 43° 54' 42" A DISTANCE OF 114.96 FEET;
THENCE TANGENT TO SAID CURVE SOUTH 40° 38' 40" WEST, 81.77 FEET TO
THE BEGINNING OF A 150.00 FOOT RADIUS TANGENT CURVE CONCAVE
EASTERLY;
THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL
ANGLE OF 33° 49' 06" A DISTANCE OF 98.54 FEET;
THENCE TANGENT TO SAID CURVE SOUTH 06° 49' 34" WEST, 26.68 FEET.

THE SIDELINES OF SAID EASEMENT SHALL BE FORESHORTENED OR
LENGTHENED SO AS TO TERMINATE SOUTHERLY IN A LINE BEARING SOUTH 83°
10' 26" EAST THROUGH THE SOUTHERLY TERMINUS OF THE LAST COURSE
HEREINABOVE DESCRIBED.

EXCEPTING THEREFROM THAT PORTION LYING WITHIN PARCEL 1 HEREINABOVE
DESCRIBED.

SAID EASEMENT IS HEREBY DECLARED TO BE APPURTENANT AND FOR THE USE AND BENEFIT OF THE PRESENT AND FUTURE OWNERS OF THE NORTH HALF, THE NORTH HALF OF THE SOUTHWEST QUARTER AND THE NORTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 29 OR ANY PARTS OR PORTIONS THEREOF.

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PARCEL F3:

AN EASEMENT AND RIGHT OF WAY FOR ROAD PURPOSES AND INCIDENTAL THERETO, THROUGH, OVER, UNDER AND ACROSS, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS, TO AND ALONG SAID EASEMENT DESCRIBED AS THAT CERTAIN STRIP OF LAND, 40.00 FEET IN WIDTH, WITHIN THE SOUTH HALF OF THE SOUTH HALF OF SECTION 29 AND THE NORTH HALF OF THE NORTH HALF OF SECTION 32, ALL IN TOWNSHIP 9 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF. IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, THE CENTER LINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY LINE OF SAID SOUTH HALF OF THE SOUTH HALF OF SECTION 29 DISTANT THEREOF NORTH $85^{\circ} 41' 23''$ EAST, 2858.64 FEET FROM THE NORTHWEST CORNER THEREOF;
THENCE FROM SAID POINT OF BEGINNING SOUTH $31^{\circ} 27' 09''$ EAST, 13.26 FEET TO THE BEGINNING OF A TANGENT 350.00 FOOT RADIUS CURVE, CONCAVE WESTERLY;
THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $23^{\circ} 18' 55''$ A DISTANCE OF 142.43 FEET;
THENCE TANGENT TO SAID CURVE SOUTH $8^{\circ} 19' 14''$ EAST, 342.08 FEET TO THE BEGINNING OF A TANGENT 400.00 FOOT CURVE, CONCAVE WESTERLY;
THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $19^{\circ} 14' 10''$ A DISTANCE OF 134.29 FEET;
THENCE TANGENT TO SAID CURVE SOUTH $11^{\circ} 05' 56''$ WEST, 254.79 FEET TO THE BEGINNING OF A TANGENT 500.00 FOOT RADIUS CURVE, CONCAVE WESTERLY;
THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $13^{\circ} 59' 50''$ A DISTANCE OF 122.15 FEET;
THENCE TANGENT TO SAID CURVE SOUTH $25^{\circ} 05' 46''$ WEST, 260.70 FEET TO THE BEGINNING OF A TANGENT 150.00 FOOT RADIUS CURVE, CONCAVE EASTERLY;
THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $57^{\circ} 46' 40''$ A DISTANCE OF 151.26 FEET;
THENCE TANGENT TO SAID CURVE SOUTH $32^{\circ} 40' 54''$ EAST, 196.92 WEST TO THE BEGINNING OF A TANGENT 750.00 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY;
THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $8^{\circ} 08' 20''$ A DISTANCE OF 106.54 FEET;

THENCE TANGENT TO SAID CURVE SOUTH 40° 49' 14" EAST TO THE
SOUTHEASTERLY LINE OF PARCEL 2 OF LAND CONVEYED TO SAN DIEGO GAS
AND ELECTRIC COMPANY BY DEED RECORDED APRIL 27, 1970 AS FILE NO.
71473 OF OFFICIAL RECORDS OF SAID COUNTY, BEING A DISTANCE OF 450.00
FEET, MORE OR LESS.

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EXHIBIT 6

Recorded at the request
LandAmerica Developer Serv.
Subdivision Department

WHEN RECORDED MAIL TO:

DFI Funding, Inc.
4120 Douglas Boulevard #306-521
Granite Bay, CA 95746

Parcel Number 110-072-05-00 and
110-072-13-00

THE ORIGINAL OF THIS DOCUMENT
WAS RECORDED ON JAN 22, 2008
DOCUMENT NUMBER 2008-0027984
GREGORY J. SMITH, COUNTY RECORDER
SAN DIEGO COUNTY RECORDER'S OFFICE
TIME 11 15 AM

4606075-LS4

MODIFICATION OF NOTE AND D

This Agreement is entered into as of December 31, 2007 between Comerica Bank as collateral holder for DFI Funding, Inc. (the "Lender"), holder of all beneficial interest in the Note and Deed of Trust referred to herein, and PROMINANCE PARTNERS, A NEVADA CORPORATION, (collectively, the "Borrower"), owners of the real property located at APN #110-072-05-00 and APN #110-072-13-00, SAN DIEGO County, California, Parcel number 110-072-05-00 and 110-072-13-00 (the "Property")

The Property is secured by a Deed of Trust (the "Deed of Trust") recorded on OCTOBER 07, 2005, as Document Number 2005-0872273 in the Official Records of the SAN DIEGO County Recorder's Office, later modified on 04/23/2007 recorded on 06/18/2007 as document number 2007-0409897 (the previous "modification of note and deed of trust") securing a Note dated OCTOBER 3, 2005 in the principal amount of \$4,750,000.00 (the "Note"). The Note and Deed of Trust are referred to collectively herein as the "Loan."

The Lender and Borrower wish to modify the Loan. In consideration of the mutual promises contained herein, it is hereby agreed as follows:

1. Agreed Current Status of Loan: The unpaid principal balance of the Loan as of the date of this Modification is \$3,437,280.25, excluding unpaid interest and any escrow balances and impound amounts. The unpaid principal balance is due and payable in full on May 1, 2008 (the "Maturity Date"). The current payment amount is 30 days of interest on the unpaid principal balance and is next due on February 1, 2008.

Modified Loan Terms. As of December 31, 2007, Lender will immediately advance \$1,457,884.87 to the loan balance of \$3,437,280.25 bringing the new account balance to \$4,895,165.12. By January 1, 2009, the new maximum loan amount will become \$5,233,737.48 as Lender advances an additional \$338,572.36 in interest payments over a period of twelve months as described in section 1 below. The total advanced funds will be disbursed as follows:

1. PROMINENCE PARTNERS loan: \$514,944.27 in total advances on items 2 through 6 listed below plus \$942,940.60 in immediate advances related to this loan broken down as follows: \$800,000 paid in cash to Ray Gray+ \$32,940.60 paid to DFI for the 1/1/08 payment + \$110,000 extension fee (2%) plus \$338,572.36 in gradual advances during the next 12 months to be advanced via interest payments made on the first day of each month from February 1, 2008 through January 1, 2009 as follows: \$46,912.00 on 2/1/08 representing a 100% interest payment; \$47,361.57 on 3/1/08 representing a 100% interest payment;; \$23,907.73 on 4/1/08 representing a 50% interest payment; \$24,022.28 on

5/1/08 representing a 50% interest payment; \$24,137.39 on 6/1/08 representing a 50% interest payment; \$24,253.05 on 7/1/08 representing a 50% interest payment; \$24,369.26 on 8/1/08 representing a 50% interest payment; \$24,486.03 on 9/1/08 representing a 50% interest payment; \$24,603.36 on 10/1/08 representing a 50% interest payment; \$24,721.25 on 11/1/08 representing a 50% interest payment; \$24,839.71 in 12/1/08 representing a 50% interest payment and \$24,958.73 on 1/1/09 representing a 50% interest payment. During the months where a 50% interest payment is applied, the borrowers will be required to remit the remainder due.

2. WOLF loan: \$97341.10 broken down as follows: \$15,352.34 in interest due as of 12/1/07 + \$21,819.59 for interest due on 1/1/08, 2/1/08 & 3/1/08 + \$36,365.98 for half of the interest due on 4/1/08, 5/1/08, 6/1/08, 7/1/08, 8/1/08, 9/1/08, 10/1/08, 11/1/08, 12/1/08 and 1/1/09 + \$23,803.19 for an extension fee (3%).
3. WEICHERT loan: \$73,696.42 broken down as follows: \$11,623.02 in interest due as of 12/1/07 + \$16,519.53 for interest due on 1/1/08, 2/1/08 & 3/1/08 + \$27,532.56 for half of the interest due on 4/1/08, 5/1/08, 6/1/08, 7/1/08, 8/1/08, 9/1/08, 10/1/08, 11/1/08, 12/1/08 and 1/1/09 + \$18,021.31 for an extension fee (3%).
4. STURDEVAN loan: \$85,010.01 broken down as follows: \$13,409.00 in interest due as of 12/1/07 + \$19,055.11 for interest due on 1/1/08, 2/1/08 & 3/1/08 + \$31,758.51 for half of the interest due on 4/1/08, 5/1/08, 6/1/08, 7/1/08, 8/1/08, 9/1/08, 10/1/08, 11/1/08, 12/1/08 and 1/1/09 + \$20,787.39 for an extension fee (3%).
5. GRAY #2 loan: \$97,528.45 broken down as follows: \$15,352.34 in interest due as of 12/1/07 + \$21,869.45 for interest due on 1/1/08, 2/1/08 & 3/1/08 + \$36,449.08 for half of the interest due on 4/1/08, 5/1/08, 6/1/08, 7/1/08, 8/1/08, 9/1/08, 10/1/08, 11/1/08, 12/1/08 and 1/1/09 + \$23,857.58 for an extension fee (3%).
6. DESERT AIRE loan: \$161,368.29 broken down as follows: \$24,698.24 in interest due as of 12/1/07 + \$33,679.41 for interest due on 1/1/08, 2/1/08 & 3/1/08 + \$56,132.35 for half of the interest due on 4/1/08, 5/1/08, 6/1/08, 7/1/08, 8/1/08, 9/1/08, 10/1/08, 11/1/08, 12/1/08 and 1/1/09 + \$46,858.29 for an extension fee (4%).

There will be no additional monies advanced beyond what is detailed in this modification (i.e. to complete houses) and the new maximum loan balance is \$5,233,737.48. The new payment amount is 30 days of interest on the unpaid principal balance and will be due on the first of each month beginning February 1, 2008. The interest rate will remain at 11.50%. The maturity date will become January 1, 2009 at which time the principal balance of \$5,233,737.48 along with the final payment of 30 days of interest on the unpaid principal balance, and any outstanding balance, will be due.

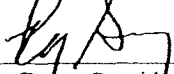
2. Fees. Borrower shall pay Lender and others, concurrently with recordation hereof, the fees and charges set forth in the Good Faith Estimate signed concurrently herewith. Borrower shall also pay any taxes due.
3. Contingency. This Agreement shall be contingent upon Lender obtaining an ALTA policy of title insurance insuring the Loan, as modified hereby, as a 1st lien on the Property.
4. Miscellaneous. In any action involving this Agreement the winning party shall be entitled to an

award of its attorneys' fees from the losing party, as determined by the Court. This Agreement contains the entire agreement between the parties. Borrower is hereby advised to seek legal advice before entering into this Agreement. This Agreement can only be modified by a writing executed by both parties.

All other provisions of the Note and Mortgage shall remain in force, unaffected.

IN WITNESS WHEREOF the parties have executed this Agreement the day and year first above mentioned.

BORROWER:

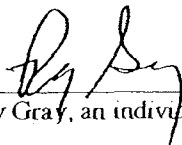


Ray Gray - President

GUARANTOR(S):



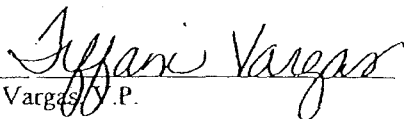
Tesla Gray, an individual



Ray Gray, an individual

LENDER: DFI Funding, Inc.

By:



Tiffani Vargas, P.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SAN DIEGO

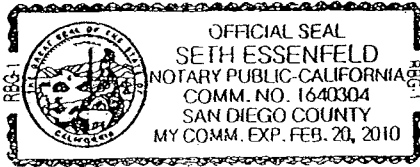
On 01-08-2008 before me, BETH ESSENFELD, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared RAY GRAY
Name(s) of Signer(s)

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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above

Signature [Handwritten Signature]
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

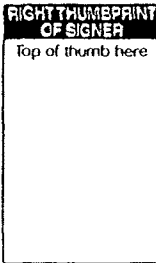
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

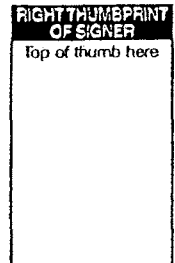
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SAN DIEGO

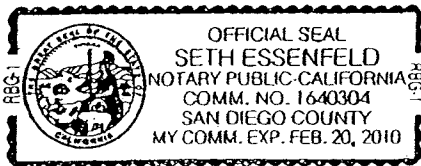
On 1/08/08 before me, SETH ESSENFELD - NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared JESCA GRAY
Name(s) of Signer(s)

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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above

Signature [Handwritten Signature]
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

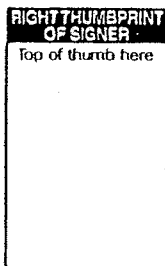
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

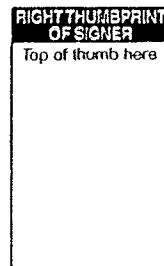
Signer Is Representing: _____



Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SAN DIEGO

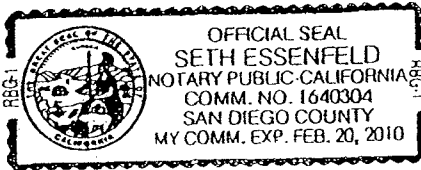
On 01-08-2008 before me, SETH ESSENFELD, NOTARY PUBLIC

personally appeared RAY GRAY

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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above

Signature [Handwritten Signature]
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

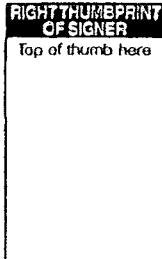
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

California
All-Purpose Acknowledgment

State of California }
County of Placer } SS:

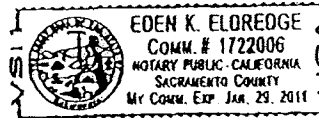
On January 10, 2008 before me, Eden K. Eldredge, Notary Public
Name and Title of Notary Public
personally appeared Tiffany Vargas

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 California the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Eden K. Eldredge
Signature of Notary Public



This area for official notarial seal

(Optional) My commission expires on: _____

(Optional) Phone No.: _____

EXHIBIT "A"

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL F:

THOSE PORTIONS OF THE NORTH HALF OF SECTION 29, THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 29, AND THE NORTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 29, TOWNSHIP 9 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 29 AS SHOWN ON RECORD OF SURVEY 8351;
THENCE ALONG THE SOUTH LINE OF SAID NORTH HALF OF THE SOUTHWEST QUARTER NORTH 85° 41' 23" EAST, 2858.64 FEET;
THENCE NORTH 31° 27' 09" WEST, 486.53 FEET TO THE BEGINNING OF A TANGENT 140.00 FOOT RADIUS CURVE, CONCAVE EASTERLY;
THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 63° 09' 30" A DISTANCE OF 154.32 FEET;
THENCE TANGENT TO SAID CURVE NORTH 31° 42' 21" EAST, 179.21 FEET TO THE BEGINNING OF A TANGENT 200.00 FOOT RADIUS CURVE, CONCAVE WESTERLY;
THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27° 19' 50" A DISTANCE OF 95.40 FEET;
THENCE TANGENT TO SAID CURVE NORTH 04° 22' 31" EAST, 397.77 FEET TO THE BEGINNING OF A TANGENT 78.57 FOOT RADIUS CURVE, CONCAVE SOUTHERLY;
THENCE NORTHEASTERLY, EASTERLY AND SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 153° 32' 35" FEET A DISTANCE OF 210.56 FEET;
THENCE TANGENT TO SAID CURVE SOUTH 22° 04' 54" EAST, 313.85 FEET TO THE BEGINNING OF A TANGENT 75.00 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY;
THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 51° 48' 00" A DISTANCE OF 67.81 FEET;
THENCE TANGENT TO SAID CURVE SOUTH 73° 52' 54" EAST, 524.72 FEET TO THE BEGINNING OF A TANGENT 125.00 FOOT RAIDIUS CURVE CONCAVE SOUTHWESTERLY;
THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 34° 17' 45" A DISTANCE OF 74.82 FEET;
THENCE TANGENT TO SAID CURVE SOUTH 39° 35' 09" EAST, 64.76 FEET TO THE BEGINNING OF A TANGENT 58.17 FOOT RADIUS CURVE, CONCAVE NORTHERLY;

THENCE SOUTHEASTERLY, EASTERLY AND NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $143^{\circ} 47' 30''$ A DISTANCE OF 145.99 FEET;
THENCE TANGENT TO SAID CURVE NORTH $03^{\circ} 22' 39''$ EAST, 25.95 FEET TO THE BEGINNING OF A TANGENT 300.00 FOOT RADIUS CURVE, CONCAVE EASTERLY;
THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $22^{\circ} 00' 50''$ A DISTANCE OF 115.26 FEET;
THENCE TANGENT TO SAID CURVE NORTH $18^{\circ} 38' 11''$ EAST, 146.61 FEET TO THE BEGINNING OF A TANGENT 325.00 FOOT RADIUS CURVE, CONCAVE WESTERLY;
THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $30^{\circ} 08' 30''$ A DISTANCE OF 170.97 FEET;
THENCE TANGENT TO SAID CURVE NORTH $11^{\circ} 30' 19''$ WEST, 264.08 FEET TO THE BEGINNING OF A TANGENT 300.00 FOOT RADIUS CURVE, CONCAVE EASTERLY;
THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $15^{\circ} 56' 10''$ A DISTANCE OF 83.44 FEET;
THENCE TANGENT TO SAID CURVE NORTH $04^{\circ} 25' 51''$ EAST, 55.64 FEET TO THE BEGINNING OF A TANGENT 17.00 FOOT RADIUS CURVE, CONCAVE WESTERLY;
THENCE TANGENT NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $24^{\circ} 31' 17''$ A DISTANCE OF 74.90 FEET;
THENCE TANGENT TO SAID CURVE NORTH $20^{\circ} 05' 26''$ WEST, 167.71 FEET TO THE BEGINNING OF A TANGENT 750.00 FOOT RADIUS CURVE, CONCAVE WESTERLY;
THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $09^{\circ} 56' 23''$ A DISTANCE OF 130.11 FEET;
THENCE TANGENT TO SAID CURVE NORTH $30^{\circ} 01' 49''$ WEST, 272.70 FEET TO THE BEGINNING OF A TANGENT 1200.00 FOOT RADIUS CURVE, CONCAVE EASTERLY;
THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $08^{\circ} 34' 40''$ A DISTANCE OF 179.65 FEET;
THENCE TANGENT TO SAID CURVE NORTH $21^{\circ} 27' 09''$ WEST, 185.97 FEET TO THE BEGINNING OF A TANGENT 275.00 FOOT RADIUS CURVE, CONCAVE EASTERLY;
THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $44^{\circ} 52' 00''$ A DISTANCE OF 215.34 FEET;
THENCE TANGENT TO SAID CURVE NORTH $23^{\circ} 24' 51''$ EAST, 224.98 FEET TO THE BEGINNING OF A TANGENT 125.00 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY;
THENCE NORTHEASTERLY AND EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $84^{\circ} 22' 30''$ A DISTANCE OF 184.08 FEET;
THENCE TANGENT TO SAID CURVE SOUTH $72^{\circ} 12' 39''$ EAST, 317.15 FEET TO THE BEGINNING OF A TANGENT 31.88 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY;
THENCE EASTERLY, NORTHERLY AND NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $169^{\circ} 57' 20''$ A DISTANCE OF 94.57 FEET;

THENCE TANGENT TO SAID CURVE NORTH 62° 09' 59" WEST, 96.73 FEET TO THE BEGINNING OF A TANGENT 120.00 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY;
THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 40° 41' 45" A DISTANCE OF 85.23 FEET;
THENCE TANGENT TO SAID CURVE NORTH 21° 28' 14" WEST, 48.03 FEET TO THE BEGINNING OF A TANGENT 125.00 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY;
THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 42° 49' 10" A DISTANCE OF 93.42 FEET;
THENCE TANGENT TO SAID CURVE NORTH 64° 17' 24" WEST, 99.78 FEET TO THE BEGINNING OF A TANGENT 225.00 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY;
THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12° 24' 25" A DISTANCE OF 48.72 FEET;
THENCE TANGENT TO SAID CURVE NORTH 51° 52' 59" WEST, 107.87 FEET TO THE BEGINNING OF A TANGENT 50.00 FOOT RADIUS CURVE, CONCAVE SOUTHERLY;
THENCE NORTHWESTERLY, WESTERLY AND SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL, ANGLE OF 62° 56' 40" A DISTANCE OF 54.93 FEET;
THENCE TANGENT TO SAID CURVE SOUTH 65° 10' 21" WEST, 147.93 FEET TO THE BEGINNING OF A TANGENT 65.00 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY;
THENCE SOUTHWESTERLY, WESTERLY AND NORTHWEST ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 96° 13' 35" A DISTANCE OF 109.16 FEET;
THENCE TANGENT TO SAID CURVE NORTH 18° 36' 04" WEST, 24.01 FEET TO THE BEGINNING OF A TANGENT 110.00 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY;
THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 21° 55' 40" A DISTANCE OF 42.10 FEET;
THENCE TANGENT TO SAID CURVE NORTH 40° 31' 44" WEST, 148.89 FEET TO THE BEGINNING OF A TANGENT 125.00 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY;
THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 32° 55' 00" A DISTANCE OF 71.81 FEET;
THENCE TANGENT TO SAID CURVE NORTH 73° 26' 44" WEST, 108.62 FEET TO THE BEGINNING OF A TANGENT 80.00 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY;
THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 45° 53' 00" A DISTANCE OF 64.06 FEET;
THENCE TANGENT TO SAID CURVE NORTH 27° 33' 44" WEST, 62.62 FEET TO THE BEGINNING OF A TANGENT 80.00 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY;
THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 39° 06' 50" A DISTANCE OF 54.61 FEET;

THENCE TANGENT TO SAID CURVE NORTH 66° 40' 34" WEST, 113.18 FEET TO THE BEGINNING OF A TANGENT 175.00 FOOT RADIUS CURVE, CONCAVE SOUTHERLY;
THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 20° 46' 40" A DISTANCE OF 63.46 FEET;
THENCE TANGENT TO SAID CURVE NORTH 87° 27' 14" WEST, 66.73 FEET TO THE BEGINNING OF A TANGENT 100.00 FOOT RADIUS CURVE, CONCAVE NORTHERLY;
THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 32° 28' 45" A DISTANCE OF 56.69 FEET;
THENCE TANGENT TO SAID CURVE NORTH 54°58' 29" WEST, 45.82 FEET TO POINT "B" OF THIS DESCRIPTION;
THENCE NORTH 83° 42' 01" WEST, 73.98 FEET TO THE BEGINNING OF A TANGENT 800.00 FOOT RADIUS CURVE, CONCAVE SOUTHERLY;
THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 32° 13' 44" A DISTANCE OF 450.00 FEET;
THENCE TANGENT TO SAID CURVE SOUTH 64° 04' 15" WEST, 400.00 FEET TO THE BEGINNING OF A TANGENT 500.00 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY;
THENCE SOUTHWESTERLY AND SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 57° 17' 45" A DISTANCE OF 500.00 FEET;
THENCE TANGENT TO SAID CURVE SOUTH 06° 46' 30" WEST, 800.00 FEET TO THE BEGINNING OF A TANGENT 400.00 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY;
THENCE SOUTHERLY AND SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 57° 17' 45" A DISTANCE OF 400.00 FEET TO THE BEGINNING OF A TANGENT 650.00 FOOT REVERSE CURVE CONCAVE SOUTHEASTERLY;
THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 56° 27' 28" A DISTANCE OF 640.49 FEET;
THENCE NON-TANGENT NORTH 82° 23' 13" WEST, 579.20 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 29 WHICH IS 1780.00 FEET NORTHERLY ALONG SAID WEST LINE FROM THE POINT OF BEGINNING;
THENCE SOUTH 04° 00' 30" WEST, 1780.00 FEET TO THE POINT OF BEGINNING.

PARCEL F1:

AN EASEMENT 60.00 FEET IN WIDTH FOR INGRESS AND EGRESS, UTILITIES AND APPURTENANCES THERETO OVER, UNDER, ALONG AND ACROSS A STRIP OF LAND WITHIN THE NORTH HALF, THE NORTH HALF OF THE SOUTHWEST QUARTER AND THE NORTH HALF OF THE SOUTHEAST QUARTER, ALL IN SECTION 29, TOWNSHIP 9 SOUTH, RANGE 2 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF STN DIEGO STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, LYING 30.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 29;
THENCE ALONG THE NORTH LINE OF SAID NORTH HALF OF THE SOUTHWEST QUARTER NORTH 85° 41' 23" EAST, 2858.64 FEET TO THE TRUE POINT OF BEGINNING;
THENCE NORTH 31° 27' 27" WEST 482.03 FEET TO THE BEGINNING OF A TANGENT 140.00 FOOT RADIUS CURVE, CONCAVE EASTERLY;
THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 60° 07' 48" A DISTANCE OF 146.93 FEET;
THENCE TANGENT TO SAID CURVE NORTH 28° 40' 21" EAST, 218.85 FEET TO THE BEGINNING OF A TANGENT 200.00 FOOT RADIUS CURVE, CONCAVE WESTERLY;
THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27° 25' 33" A DISTANCE OF 95.73 FEET;
THENCE TANGENT TO SAID CURVE NORTH 01° 14' 48" EAST, 358.79 FEET TO THE BEGINNING OF A TANGENT 95.00 FOOT RADIUS CURVE, CONCAVE SOUTHERLY;
THENCE NORTHEASTERLY, EASTERLY AND SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 150° 04' 48" A DISTANCE OF 248.84 FEET;
THENCE TANGENT TO SAID CURVE SOUTH 28° 40' 24" EAST, 129.60 FEET;
THENCE SOUTH 17° 29' 25" EAST, 155.65 FEET TO THE BEGINNING OF A TANGENT 200.00 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY;
THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 56° 49' 10" A DISTANCE OF 198.34 FEET;
THENCE TANGENT TO SAID CURVE SOUTH 74° 18' 35" EAST, 578.24 FEET TO THE BEGINNING OF A TANGENT 70.00 FOOT RADIUS CURVE CONCAVE NORTHERLY;
THENCE SOUTHEASTERLY, EASTERLY AND NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 81° 45' 09" A DISTANCE OF 99.88 FEET;
THENCE TANGENT TO SAID CURVE NORTH 23° 56' 16" EAST, 54.44 FEET TO THE BEGINNING OF A 750.00 FOOT RADIUS CURVE, CONCAVE WESTERLY;
THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 38° 09' 33" A DISTANCE OF 499.50 FEET;
THENCE TANGENT TO SAID CURVE NORTH 14° 13' 17" WEST 95.00 FEET;
THENCE NORTH 02° 12' 29" WEST, 155.78 FEET TO THE BEGINNING OF A TANGENT 450.00 FOOT RADIUS CURVE, CONCAVE WESTERLY;
THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23° 28' 04" A DISTANCE OF 184.32 FEET;
THENCE TANGENT TO SAID CURVE NORTH 25° 40' 33" WEST, 214.66 FEET;
THENCE NORTH 28° 36' 56" WEST, 453.32 FEET TO THE BEGINNING OF A TANGENT 475.00 FOOT RADIUS CURVE, CONCAVE EASTERLY;
THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 54° 29' 43" A DISTANCE OF 451.78 FEET;
THENCE TANGENT TO SAID CURVE NORTH 25° 52' 47" EAST, 135.75 FEET TO THE BEGINNING OF A TANGENT 125.00 FOOT RADIUS CURVE, CONCAVE SOUTHERLY;
THENCE NORTHEASTERLY AND EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 86° 16' 33" A DISTANCE OF 188.22 FEET;

THENCE TANGENT TO SAID CURVE SOUTH 67° 50' 40" EAST, 278.87 FEET TO THE BEGINNING OF A TANGENT 36.47 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY;

THENCE EASTERLY AND NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 109° 56' 06" A DISTANCE OF 69.98 FEET TO THE BEGINNING OF A COMPOUND 70.00 FOOT RADIUS CURVE, CONCAVE WESTERLY, A RADIAL TO SAID POINT BEING SOUTH 87° 46' 46" EAST;

THENCE NORTHERLY AND NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 64° 15' 58" A DISTANCE OF 78.52 FEET;

THENCE TANGENT TO SAID CURVE NORTH 62° 02' 44" WEST, 28.76 FEET TO THE BEGINNING OF A TANGENT 150.00 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY;

THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27° 29' 00" A DISTANCE OF 71.95 FEET;

THENCE TANGENT TO SAID CURVE NORTH 34° 33' 44" WEST, 123.93 FEET TO THE BEGINNING OF A TANGENT 150.00 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY;

THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 26° 38' 10" A DISTANCE OF 69.73 FEET;

THENCE TANGENT TO SAID CURVE NORTH 61° 11' 54" WEST, 194.83 FEET TO THE BEGINNING OF A TANGENT 170.00 FOOT RADIUS CURVE, CONCAVE SOUTHERLY;

THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 45° 55' 54" A DISTANCE OF 136.28 FEET;

THENCE TANGENT TO SAID CURVE SOUTH 72° 52' 12" WEST, 92.49 FEET TO THE BEGINNING OF A TANGENT 56.71 FOOT RADIUS CURVE, CONCAVE NORTHERLY;

THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 50° 54' 49" A DISTANCE OF 50.39 FEET TO THE BEGINNING OF A COMPOUND 350.00 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY, A RADIAL TO SAID POINT BEING SOUTH 33° 47' 01" WEST;

THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23° 23' 43" A DISTANCE OF 142.91 FEET;

THENCE TANGENT TO SAID CURVE NORTH 32° 49' 16" WEST, 100.42 FEET TO THE BEGINNING OF A TANGENT 300.00 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY;

THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 41° 02' 23" A DISTANCE OF 214.88 FEET;

THENCE TANGENT TO SAID CURVE NORTH 73° 51' 39" WEST, 39.51 FEET;

THENCE NORTH 42° 25' 17" WEST, 123.04 FEET;

THENCE NORTH 65° 18' 58" WEST, 135.36 FEET;

THENCE NORTH 79° 17' 48" WEST, 143.62 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A";

THENCE CONTINUING NORTH 79° 17' 48" WEST, 70.23 FEET TO A POINT DESCRIBED AS THE TRUE POINT OF BEGINNING IN DEED TO CONCEPT MEDIA, INC., RECORDED NOVEMBER 2, 1981 AS DOCUMENT NO. 81-345536;

THENCE FOLLOWING ALONG THE EASTERLY LINE OF SAID CONCEPT MEDIA LAND, NORTH 54° 58' 29" WEST, 326.27 FEET TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 29.

THE SIDELINES OF SAID STRIP OF LAND ARE TO BE PROLONGED SOUTHERLY TO TERMINATE IN THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 29 AND NORTHERLY TO TERMINATE IN THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 29.

EXCEPTING THAT PORTION LYING WITHIN PARCEL F ABOVE.

PARCEL F2:

AN EASEMENT 60.00 FEET IN WIDTH FOR INGRESS AND EGRESS, UTILITIES AND APPURTENANCES THERETO OVER, UNDER, ALONG AND ACROSS THE NORTHWEST QUARTER OF SAID SECTION 29, THE CENTER LINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT POINT "A" HEREINABOVE DESCRIBED IN PARCEL 2;
THENCE NORTH 89° 00' 02" WEST, 270.56 FEET TO THE BEGINNING OF A 300.00 FOOT RADIUS TANGENT CURVE CONCAVE SOUTHERLY;
THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 19° 05' 10" A DISTANCE OF 99.93 FEET;
THENCE TANGENT TO SAID CURVE SOUTH 71° 54' 48" WEST, 32.24 FEET TO THE BEGINNING OF A TANGENT 200.00 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY;
THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15° 26' 36" A DISTANCE OF 53.91 FEET;
THENCE TANGENT TO SAID CURVE SOUTH 56° 28' 12" WEST, 131.98 FEET TO THE BEGINNING OF A 150.00 FOOT RADIUS TANGENT CURVE CONCAVE SOUTHEASTERLY;
THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 44° 20' 03" A DISTANCE OF 116.07 FEET TO THE BEGINNING OF A 175.31 FOOT RADIUS TANGENT REVERSE CURVE CONCAVE NORTHWESTERLY;
THENCE SOUTHWESTERLY ALONG THE ARC OF SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 45' 45' 10" A DISTANCE OF 139.99 FEET;
THENCE TANGENT TO SAID CURVE SOUTH 57° 53' 19" WEST, 87.49 FEET TO THE BEGINNING OF A 150.00 FOOT RADIUS TANGENT CURVE CONCAVE NORTHERLY;
THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 26° 17' 33" A DISTANCE OF 68.83 FEET;
THENCE TANGENT TO SAID CURVE SOUTH 84° 10' 52" WEST, 117.38 FEET TO THE BEGINNING OF A 300.00 FOOT RADIUS TANGENT CURVE CONCAVE SOUTHERLY;
THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 08° 01' 20" A DISTANCE OF 42.00 FEET;

THENCE TANGENT TO SAID CURVE SOUTH 76° 09' 32" WEST, 36.55 FEET TO THE BEGINNING OF A 250.00 FOOT RADIUS TANGENT CURVE CONCAVE SOUTHEASTERLY;
THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 21° 28' 15" A DISTANCE OF 93.00 FEET;
THENCE TANGENT TO SAID CURVE SOUTH 54° 41' 17" WEST, 126.44 FEET TO THE BEGINNING OF A 600.00 FOOT RADIUS TANGENT CURVE CONCAVE SOUTHEASTERLY;
THENCE SOUTHWESTERTY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 08° 31' 33" A DISTANCE OF 89.28 FEET;
THENCE TANGENT TO SAID CURVE SOUTH 46° 09' 44" WEST, 86.60 FEET TO THE BEGINNING OF A 150.00 FOOT RADIUS TANGENT CURVE CONCAVE EASTERLY;
THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 34° 38' 53" A DISTANCE OF 90.71 FEET;
THENCE TANGENT TO SAID CURVE SOUTH 11° 30' 51" WEST, 230.95 FEET TO THE BEGINNING OF A 198.74 FOOT RADIUS TANGENT CURVE CONCAVE NORTHWESTERLY;
THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 42° 39' 47" A DISTANCE OF 147.98 FEET TO THE BEGINNING OF A 1000.00 FOOT RADIUS TANGENT COMPOUND CURVE CONCAVE NORTHWESTERLY;
THENCE SOUTHWESTERLY ALONG THE ARC OF SAID COMPOUND CURVE THROUGH A CENTRAL ANGLE OF 04° 00' 58" A DISTANCE OF 70.09 FEET TO THE BEGINNING OF A 278.73 FOOT RADIUS COMPOUND CURVE CONCAVE NORTHERLY;
THENCE WESTERLY ALONG THE ARC OF SAID COMPOUND CURVE THROUGH A CENTRAL ANGLE OF 26° 21' 46" A DISTANCE OF 128.25 FEET;
THENCE TANGENT TO SAID CURVE SOUTH 84° 33' 22" WEST 17.87 FEET TO THE BEGINNING OF A 150.00 FOOT RADIUS TANGENT CURVE CONCAVE SOUTHEASTERLY;
THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 43° 54' 42" A DISTANCE OF 114.96 FEET;
THENCE TANGENT TO SAID CURVE SOUTH 40° 38' 40" WEST, 81.77 FEET TO THE BEGINNING OF A 150.00 FOOT RADIUS TANGENT CURVE CONCAVE EASTERLY;
THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 33° 49' 06" A DISTANCE OF 88.54 FEET;
THENCE TANGENT TO SAID CURVE SOUTH 06° 49' 34" WEST, 26.68 FEET.

THE SIDELINES OF SAID EASEMENT SHALL BE FORESHORTENED OR LENGTHENED SO AS TO TERMINATE SOUTHERLY IN A LINE BEARING SOUTH 83° 10' 26" EAST THROUGH THE SOUTHERLY TERMINUS OF THE LAST COURSE HEREINABOVE DESCRIBED.

EXCEPTING THEREFROM THAT PORTION LYING WITHIN PARCEL 1 HEREINABOVE DESCRIBED.

SAID EASEMENT IS HEREBY DECLARED TO BE APPURTENANT TO AND FOR THE USE AND BENEFIT OF THE PRESENT AND FUTURE OWNERS OF THE NORTH HALF, THE NORTH HALF OF THE SOUTHWEST QUARTER AND THE NORTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 29 OR ANY PARTS OR PORTIONS THEREOF.

PARCEL F3:

AN EASEMENT AND RIGHT OF WAY FOR ROAD PURPOSES AND INCIDENTAL THERETO, THROUGH, OVER, UNDER AND ACROSS, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS, TO AND ALONG SAID EASEMENT DESCRIBED AS THAT CERTAIN STRIP OF LAND, 40.00 FEET IN WIDTH, WITHIN THE SOUTH HALF OF THE SOUTH HALF OF SECTION 29 AND THE NORTH HALF OF THE NORTH HALF OF SECTION 32, ALL IN TOWNSHIP 9 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF. IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, THE CENTER LINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY LINE OF SAID SOUTH HALF OF THE SOUTH HALF OF SECTION 29 DISTANT THEREOF NORTH $85^{\circ} 41' 23''$ EAST, 2858.64 FEET FROM THE NORTHWEST CORNER THEREOF;
THENCE FROM SAID POINT OF BEGINNING SOUTH $31^{\circ} 27' 09''$ EAST, 13.26 FEET TO THE BEGINNING OF A TANGENT 350.00 FOOT RADIUS CURVE, CONCAVE WESTERLY;
THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $23^{\circ} 18' 55''$ A DISTANCE OF 142.43 FEET;
THENCE TANGENT TO SAID CURVE SOUTH $8^{\circ} 08' 14''$ EAST, 342.08 FEET TO THE BEGINNING OF A TANGENT 400.00 FOOT CURVE, CONCAVE WESTERLY;
THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $19^{\circ} 14' 10''$ A DISTANCE OF 134.29 FEET;
THENCE TANGENT TO SAID CURVE SOUTH $11^{\circ} 05' 56''$ WEST, 254.79 FEET TO THE BEGINNING OF A TANGENT 500.00 FOOT RADIUS CURVE, CONCAVE WESTERLY;
THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $13^{\circ} 59' 50''$ A DISTANCE OF 122.15 FEET;
THENCE TANGENT TO SAID CURVE SOUTH $25^{\circ} 05' 46''$ WEST, 260.70 FEET TO THE BEGINNING OF A TANGENT 150.00 FOOT RADIUS CURVE, CONCAVE EASTERLY;
THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $57^{\circ} 46' 40''$ A DISTANCE OF 151.26 FEET;
THENCE TANGENT TO SAID CURVE SOUTH $32^{\circ} 40' 54''$ EAST, 196.92 WEST TO THE BEGINNING OF A TANGENT 750.00 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY;
THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $8^{\circ} 08' 20''$ A DISTANCE OF 106.54 FEET;

File No: 04606075

THENCE TANGENT TO SAID CURVE SOUTH 40° 49' 14" EAST TO THE
SOUTHEASTERLY LINE OF PARCEL 2 OF LAND CONVEYED TO SAN DIEGO GAS
AND ELECTRIC COMPANY BY DEED RECORDED APRIL 27, 1970 AS FILE NO.
71473 OF OFFICIAL RECORDS OF SAID COUNTY, BEING A DISTANCE OF 450.00
FEET, MORE OR LESS.

EXHIBIT "A"

All that certain real property situated in the County of San Diego, State of California, described as follows:

PARCEL A:

PARCEL 4 OF PARCEL MAP NO. 14684, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, FEBRUARY 12, 1987 AS FILE NO. 87-079581 OF OFFICIAL RECORDS.

PARCEL B:

AN EASEMENT FOR WATERLINE OVER, UNDER, ALONG AND ACROSS THE WESTERLY 1000 FEET OF THE SOUTHERLY 12 FEET OF PARCEL 3 OF SAID PARCEL MAP NO. 14684.

PARCEL C:

AN EASEMENT FOR WATERLINE PURPOSES OVER, UNDER, ALONG AND ACROSS THOSE PORTIONS OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 9 SOUTH, RANGE 2 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF, LYING WITHIN A STRIP OF LAND 3 FEET IN WIDTH AND LYING EASTERLY, NORTHEASTERLY AND SOUTHEASTERLY OF A LINE DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE SAID EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE SOUTH 89°07'55" WEST ALONG THE NORTH LINE OF SAID EAST HALF 377.53 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 19°22'21" EAST 68.82 FEET; THENCE SOUTH 34°52'13" EAST 55.25 FEET; THENCE SOUTH 15°54'47" WEST 70.82 FEET; THENCE SOUTH 2°24'25" EAST 141.01 FEET; THENCE SOUTH 41°06'17" WEST 258.77 FEET; THENCE SOUTH 39°39'51" WEST 242.14 FEET TO POINT X OF THIS DESCRIPTION.

PARCEL D:

AN EASEMENT FOR INGRESS AND EGRESS AND WATER LINE PURPOSES 12 FEET IN WIDTH OVER, UNDER, ALONG AND ACROSS THOSE PORTIONS OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 9 SOUTH, RANGE 2 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF, LYING SOUTHEASTERLY AND EASTERLY OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT THE ABOVE DESCRIBED POINT X THENCE SOUTH

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTH HALF OF THE
 SOUTHWEST QUARTER OF SAID SECTION 29; THENCE ALONG THE NORTH
 LINE OF SAID NORTH HALF OF THE SOUTHWEST QUARTER NORTH
 85°41'23" EAST 2858.64 FEET TO THE TRUE POINT OF BEGINNING;
 THENCE NORTH 31°27'21" WEST 482.03 FEET TO THE BEGINNING OF A
 TANGENT 140.00 FOOT RADIUS CURVE CONCAVE EASTERLY; THENCE
 NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 60°07'48"
 A DISTANCE OF 146.93 FEET; THENCE TANGENT TO SAID CURVE NORTH
 28°40'21" EAST 218.85 FEET TO THE BEGINNING OF A TANGENT 200.00
 FOOT RADIUS CURVE CONCAVE WESTERLY; THENCE NORTHERLY ALONG SAID
 CURVE THROUGH A CENTRAL ANGLE OF 27°25'33" A DISTANCE OF 95.73
 FEET; THENCE TANGENT TO SAID CURVE NORTH 01°14'48" EAST 158.79
 FEET TO THE BEGINNING OF A TANGENT 95.00 FOOT RADIUS CURVE
 CONCAVE SOUTHERLY; THENCE NORTHEASTERLY, EASTERLY AND
 SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF
 150°04'48" A DISTANCE OF 248.84 FEET; THENCE TANGENT TO SAID
 CURVE SOUTH 28°40'24" EAST 129.60 FEET; THENCE SOUTH 17°29'25"
 EAST 155.65 FEET TO THE BEGINNING OF A TANGENT 200.00 FOOT
 RADIUS CURVE CONCAVE NORTHEASTERLY; THENCE SOUTHEASTERLY ALONG
 SAID CURVE THROUGH A CENTRAL ANGLE OF 56°49'10" A DISTANCE OF
 198.34 FEET; THENCE TANGENT TO SAID CURVE SOUTH 74°18'35" EAST
 578.24 FEET TO THE BEGINNING OF A TANGENT 70.00 FOOT RADIUS
 CURVE CONCAVE NORTHERLY; THENCE SOUTHEASTERLY, EASTERLY AND
 NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF
 81°45'09" A DISTANCE OF 99.88 FEET; THENCE TANGENT TO SAID
 CURVE NORTH 23°56'16" EAST 54.44 FEET TO THE BEGINNING OF A
 50.00 FOOT RADIUS CURVE CONCAVE WESTERLY; THENCE NORTHERLY
 ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 38°09'33" A
 DISTANCE OF 499.50 FEET; THENCE TANGENT TO SAID CURVE NORTH
 14°13'17" WEST 95.00 FEET; THENCE NORTH 02°12'29" WEST 155.78
 FEET TO THE BEGINNING OF A TANGENT 450.00 FOOT RADIUS CURVE
 CONCAVE WESTERLY; THENCE NORTHERLY ALONG SAID CURVE THROUGH A
 CENTRAL ANGLE OF 23°28'04" A DISTANCE OF 184.32 FEET; THENCE
 TANGENT TO SAID CURVE NORTH 25°40'33" WEST, 214.65 FEET; THENCE
 NORTH 28°36'56" WEST 453.32 FEET TO THE BEGINNING OF A TANGENT
 475.00 FOOT RADIUS CURVE CONCAVE EASTERLY; THENCE NORTHERLY
 ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 54°29'43" A
 DISTANCE OF 451.78 FEET; THENCE TANGENT TO SAID CURVE NORTH
 25°52'47" EAST 135.75 FEET TO THE BEGINNING OF A TANGENT 125.00
 FOOT RADIUS CURVE CONCAVE SOUTHERLY; THENCE NORTHEASTERLY AND
 EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 86°16'33"
 A DISTANCE OF 188.22 FEET; THENCE TANGENT TO SAID CURVE SOUTH
 67°50'40" EAST 278.87 FEET TO THE BEGINNING OF A TANGENT 36.47
 FOOT RADIUS CURVE CONCAVE NORTHWESTERLY; THENCE EASTERLY AND
 NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF
 109°56'06" A DISTANCE OF 69.98 FEET TO THE BEGINNING OF A
 COMPOUND 70.00 FOOT RADIUS CURVE CONCAVE WESTERLY, A RADIAL TO
 SAID POINT BEING SOUTH 87°46'46" EAST; THENCE NORTHERLY AND

NORTHWESTERLY ALONG SAID THROUGH A CENTRAL ANGLE OF $64^{\circ}15'58''$ A DISTANCE OF 78.52 FEET; THENCE TANGENT TO SAID CURVE NORTH $62^{\circ}02'44''$ WEST 28.76 FEET TO THE BEGINNING OF A TANGENT 150.00 FOOT RADIUS CURVE CONCAVE NORTHEASTERLY; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $27^{\circ}29'00''$ A DISTANCE OF 71.95 FEET; THENCE TANGENT TO SAID CURVE NORTH $34^{\circ}33'44''$ WEST 123.93 FEET TO THE BEGINNING OF A TANGENT 150.00 FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $26^{\circ}38'10''$ A DISTANCE OF 69.73 FEET; THENCE TANGENT TO SAID CURVE NORTH $61^{\circ}11'54''$ WEST 194.83 FEET TO THE BEGINNING OF A TANGENT 170.00 FOOT RADIUS CURVE CONCAVE SOUTHERLY; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $45^{\circ}55'54''$ A DISTANCE OF 136.28 FEET; THENCE TANGENT TO SAID CURVE SOUTH $72^{\circ}52'12''$ WEST 92.49 FEET TO THE BEGINNING OF A TANGENT 56.71 FOOT RADIUS CURVE CONCAVE NORTHERLY; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $50^{\circ}54'49''$ A DISTANCE OF 50.39 FEET TO THE BEGINNING OF A COMPOUND 350.00 FOOT RADIUS CURVE CONCAVE NORTHEASTERLY, A RADIAL TO SAID POINT BEING SOUTH $33^{\circ}47'01''$ WEST; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $23^{\circ}23'03''$ A DISTANCE OF 142.91 FEET; THENCE TANGENT TO SAID CURVE NORTH $32^{\circ}49'16''$ WEST 100.42 FEET TO THE BEGINNING OF A TANGENT 300.00 FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $41^{\circ}02'23''$ A DISTANCE OF 214.88 FEET; THENCE TANGENT TO SAID CURVE NORTH $73^{\circ}51'39''$ WEST 39.51 FEET; THENCE NORTH $42^{\circ}25'17''$ WEST 123.04 FEET; THENCE NORTH $65^{\circ}18'58''$ WEST 135.36 FEET; THENCE NORTH $79^{\circ}17'48''$ WEST 143.62 FEET TO A POINT HEREINAFTER REFERRED TO A POINT A; THENCE CONTINUING NORTH $79^{\circ}17'48''$ WEST 70.23 FEET TO A POINT DESCRIBED AS THE TRUE POINT OF BEGINNING IN DEED TO CONCEPT MEDIA, INC. RECORDED NOVEMBER 2, 1981 AS FILE NO. 81-345536; THENCE FOLLOWING ALONG THE EASTERLY LINE OF SAID CONCEPT MEDIA LAND NORTH $54^{\circ}58'29''$ WEST 326.27 FEET TO THE NORTH LINE OF NORTHWEST QUARTER OF SAID SECTION 29. THE SIDELINES OF SAID STRIP OF LAND ARE TO BE PROLONGED SOUTHERLY TO TERMINATE IN THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 29 AND NORTHERLY TO TERMINATE IN THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 29.

PARCEL H.

AN EASEMENT AND RIGHT OF WAY FOR ROAD PURPOSES AND INCIDENTAL THERETO, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS, TO AND ALONG SAID EASEMENT, THROUGH, OVER, UNDER AND ACROSS THAT CERTAIN STRIP OF LAND, 40.00 FEET IN WIDTH, WITHIN THE SOUTH HALF OF THE SOUTH HALF OF SECTION 29 AND THE NORTH HALF OF THE NORTH HALF OF SECTION 32, ALL OF TOWNSHIP 9 SOUTH, RANGE 2 WEST,

SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO OFFICIAL PLAT THEREOF, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTHERLY LINE OF SAID SOUTH HALF OF THE SOUTH HALF OF SECTION 29 DISTANT THEREON NORTH 85°41'23" EAST, 2858.64 FEET FROM THE NORTHWEST CORNER THEREOF; THENCE FROM SAID POINT OF BEGINNING SOUTH 31°27'09" EAST, 13.26 FEET TO THE BEGINNING OF A TANGENT 350.00 FOOT RADIUS CURVE CONCAVE WESTERLY; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 23°18'55" A DISTANCE OF 142.43 FEET; THENCE TANGENT 400.00 FOOT RADIUS CURVE CONCAVE WESTERLY; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 19°14'10" A DISTANCE OF 134.29 FEET; THENCE TANGENT TO SAID CURVE SOUTH 11°05'26" WEST, 254.79 FEET TO THE BEGINNING OF A TANGENT 500.00 FOOT RADIUS CURVE CONCAVE WESTERLY; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13°59'50" A DISTANCE OF 122.15 FEET; THENCE TANGENT TO SAID CURVE SOUTH 25°05'46" WEST, 260.70 FEET TO THE BEGINNING OF A TANGENT 150 FOOT RADIUS CURVE CONCAVE EASTERLY; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 57°46'40" A DISTANCE OF 151.26 FEET; THENCE TANGENT TO SAID CURVE SOUTH 32°40'54" EAST, 196.92 FEET TO THE BEGINNING OF A TANGENT 750.00 FOOT RADIUS CURVE CONCAVE NORTHEASTERLY; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 8°08'20" A DISTANCE OF 106.54 FEET; THENCE TANGENT TO SAID CURVE SOUTH 40°49'14" EAST TO THE SOUTHEASTERLY LINE OF PARCEL 2 OF LAND CONVEYED TO SAN DIEGO GAS AND ELECTRIC COMPANY BY DEED RECORDED APRIL 27, 1970 AS FILE NO. 71473 OF OFFICIAL RECORDS OF SAID COUNTY, BEING A DISTANCE OF 450 FEET, MORE OR LESS.

Assessor's Parcel Number: 110-072-17

EXHIBIT 7



RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

DFI FUNDING, INC.
4120 Douglas Boulevard 306-521
Granite Bay, CA 95746

OCT 07, 2005 3:25 PM

OFFICIAL RECORDER
SAN DIEGO COUNTY RECORDER'S OFFICE
GREGORY L SMITH COUNTY RECORDER
FEES \$000
PAGES 3

46007854



2005-0872271

SPACE ABOVE THE

DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST AND ASSIGNMENT OF RENTS (hereinafter "Deed of Trust") is dated and effective as of October 3, 2005, by and among TESLA GRAY, a single woman (referred to hereinafter as "Trustor"), whose address is 36211 Pala Del Norte Road, County of San Diego, State of California; COMMONWEALTH LAND TITLE COMPANY (hereinafter "Trustee"); and DFI FUNDING, INC., a California corporation, whose address is 4120 Douglas Boulevard 306-521, Granite Bay, California 95746 (hereinafter "Beneficiary").

WITNESSETH, that TRUSTOR IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE that property in the County of San Diego, California, (the "Property"):

SEE EXHIBIT "A" ATTACHED HERETO AND INCORORATED HEREIN BY REFERENCE

TOGETHER WITH the rents, issues and profits thereof, SUBJECT HOWEVER, to the right, power and authority given to and conferred upon Beneficiary in Paragraph 10 below to collect and apply such rents, issues and profits.

FOR THE PURPOSE OF SECURING, in such order as Beneficiary may elect, the performance and performance of the following obligations, indebtedness, and liabilities: (a) all of the obligations, indebtedness, and liabilities of Trustor contained in that certain Guaranty and Indemnity (the "Guaranty") dated herewith as executed by Trustor and Ray Gray in favor of Beneficiary wherein Trustor guarantees the performance of each agreement and obligation of Borrower contained in that certain Promissory Note (Construction) of even date herewith made by Borrower in favor of Beneficiary (hereinafter "Note"), as amended, modified, or extended wherein Borrower promises, among other things, to pay to Beneficiary the principal sum of Four Million Seven Hundred Fifty Thousand Dollars (\$4,750,000), plus interest and costs; (b) all of the obligations, indebtedness, and liabilities of Trustor pursuant to this Deed of Trust, and (c) any and all present and future loans, advances, or other extensions of credit obtained by Trustor from Beneficiary (collectively, the "Obligations").

STATEMENT OF OBLIGATION: Beneficiary may collect the then maximum fee provided by Section 2943 of the California Civil Code for furnishing a statement of obligation.

TRANSFER: Beneficiary may, at its option, declare the entire balance of the Note to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR ALSO AGREES:

(1) To keep the Property in good condition and repair; not to remove or demolish any building thereon, to complete and to restore promptly in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said Property or requiring any alteration or improvement to be made thereon; not to commit or permit waste thereon, not to commit, suffer or permit any act upon said Property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said Property may be reasonably necessary, the specific enumeration herein not excluding the general.

(2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to it and with loss payable to Beneficiary. The amount collected under any first or other insurance policy may be applied by Beneficiary upon indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary, the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(3) To appear in and defend any action or proceeding purporting to alter the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including costs of evidence of title and attorney's fees in a reasonable sum in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to enforce this Deed of Trust.

(4) To pay at least ten (10) days before delinquency all taxes and assessments affecting said Property, including assessments on appurtenant water stock, when due, all encumbrances, charges and liens, with interest, on said Property or any part thereof, which appear to be prior to or superior hereto; and all costs, fees and expenses of this Trust. Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said Property for such purpose, appear in and defend any action or proceeding purport to affect the security hereof or the rights or powers of Beneficiary or Trustor, pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be proper or superior hereto, and in exercising any such power, pay necessary expenses, employ counsel and pay his reasonable fees.

(5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the rate of ten percent (10%) per annum, and to pay for any statement provided by laws in effect at the date hereof regarding the obligation secured hereby any amount demanded by Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

(6) That any award of damages in connection with any condemnation for public use of or injury to the Property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

(7) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

(8) That any time and from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and Note, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of the Property; consent to the making of any map or plat thereof; join in granting any easement thereon or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(9) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed of Trust and the Note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the Property then held hereunder. The recitals in such reconveyance of any matters of fact shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as, "the person or persons legally entitled thereto." Five years after issuance of such full reconveyance, Trustee may destroy the Note and the Deed of Trust unless directed in such request to retain them.

(10) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of the Property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person or by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of

the Property or any part hereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including attorney's fees upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said Property, the collection of such rents, issues and profits and the application thereof as aforesaid shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(11) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder or should Trustor die, Beneficiary may declare all sums secured hereby immediately due and payable by delivering to Trustee a written declaration of default and demand for sale and a written notice of default and election to cause to be sold said Property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed of Trust and all documents evidencing expenditures secured herein. After the lapse of such time as may then be required by law following recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand upon Trustor, shall sell the Property at the time and place fixed by or in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said Property by public announcement at the time fixed by the preceding postponement. Trustor shall deliver to such purchaser its deed conveying the Property, but without covenant or warranty, express or implied. The recitals in such deed of any matters of fact shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary, as hereinafter defined, may purchase at such sale. After deducting all costs, fees and expenses of Trustor and of this Deed of Trust, including costs of evidence of title in connection with sale, Trustor shall apply the proceeds of sale to payment of all sums expended under the terms hereof, not then repaid, with accrued interest at the rate of ten percent (10%) per annum; all other sums then secured thereby; and the remainder, if any, to the person or persons legally entitled thereto.

(12) Beneficiary or any successor in ownership of any indebtedness secured hereby, may from time to time, in an instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instruments executed by Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said Property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Such instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page when this Deed of Trust is recorded and the name and address of the new Trustee.

(13) That this Deed of Trust applies to, and inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary means the owner and holder, including pledgees, of the Note secured hereby, whether or not named as Beneficiary herein. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and or neuter, and the singular number includes the plural.

(14) That Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereof of a pending sale under any other deed of trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

(15) If this Deed of Trust is secured by condominium, community apartment, stock cooperative leasehold or planned unit development, Trustor agrees to comply with all recorded declaration of covenants, conditions and restrictions, association bylaws, and association rules and regulations, and, upon written request from Beneficiary, to enforce the same as against other owners in such developments.

(16) If the Deed of Trust is secured by a lease, Trustor agrees not to amend, change, modify or waive his or her interest therein, or agree to do so or to breach the lease without the written consent of Beneficiary. If this covenant is breached, Beneficiary shall have the option to declare all sums owed under the Note and this Deed of Trust, immediately due and payable in full.

TRUSTOR REQUESTS THAT A COPY OF ANY NOTICE OF DEFAULT AND OF ANY NOTICE OF SALE BE MAILED TO HIM, HER, OR ITS AT HIS, HER, OR ITS ADDRESS SET FORTH ON THE FRONT OF THIS DEED OF TRUST.

EXHIBIT "A"

All that certain real property situated in the County of San Diego, State of California, described as follows:

PARCEL A:

PARCEL 4 OF PARCEL MAP NO. 14684, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, FEBRUARY 12, 1987 AS FILE NO. 87-079581 OF OFFICIAL RECORDS.

PARCEL B:

AN EASEMENT FOR WATERLINE OVER, UNDER, ALONG AND ACROSS THE WESTERLY 1000 FEET OF THE SOUTHERLY 12 FEET OF PARCEL 3 OF SAID PARCEL MAP NO. 14684.

PARCEL C:

AN EASEMENT FOR WATERLINE PURPOSES OVER, UNDER, ALONG AND ACROSS THOSE PORTIONS OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 9 SOUTH, RANGE 2 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF, LYING WITHIN A STRIP OF LAND 3 FEET IN WIDTH AND LYING EASTERLY, NORTHEASTERLY AND SOUTHEASTERLY OF A LINE DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE SAID EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE SOUTH 89°07'55" WEST ALONG THE NORTH LINE OF SAID EAST HALF 377.53 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 19°22'21" EAST 68.82 FEET; THENCE SOUTH 34°52'13" EAST 55.26 FEET; THENCE SOUTH 15°54'47" WEST 70.82 FEET; THENCE SOUTH 2°24'25" EAST 141.01 FEET; THENCE SOUTH 41°06'17" WEST 258.77 FEET; THENCE SOUTH 39°39'51" WEST 242.14 FEET TO POINT X OF THIS DESCRIPTION.

PARCEL D:

AN EASEMENT FOR INGRESS AND EGRESS AND WATER LINE PURPOSES 12 FEET IN WIDTH OVER, UNDER, ALONG AND ACROSS THOSE PORTIONS OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 9 SOUTH, RANGE 2 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF, LYING SOUTHEASTERLY AND EASTERLY OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT THE ABOVE DESCRIBED POINT X THENCE SOUTH

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTH HALF OF THE
 SOUTHWEST QUARTER OF SAID SECTION 29; THENCE ALONG THE NORTH
 LINE OF SAID NORTH HALF OF THE SOUTHWEST QUARTER NORTH
 85°41'23" EAST 2858.64 FEET TO THE TRUE POINT OF BEGINNING;
 THENCE NORTH 31°27'21" WEST 482.03 FEET TO THE BEGINNING OF A
 TANGENT 140.00 FOOT RADIUS CURVE CONCAVE EASTERLY; THENCE
 NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 60°07'48"
 A DISTANCE OF 146.93 FEET; THENCE TANGENT TO SAID CURVE NORTH
 28°40'21" EAST 218.85 FEET TO THE BEGINNING OF A TANGENT 200.00
 FOOT RADIUS CURVE CONCAVE WESTERLY; THENCE NORTHERLY ALONG SAID
 CURVE THROUGH A CENTRAL ANGLE OF 27°25'33" A DISTANCE OF 95.73
 FEET; THENCE TANGENT TO SAID CURVE NORTH 01°14'48" EAST 358.79
 FEET TO THE BEGINNING OF A TANGENT 95.00 FOOT RADIUS CURVE
 CONCAVE SOUTHERLY; THENCE NORTHEASTERLY, EASTERLY AND
 SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF
 150°04'48" A DISTANCE OF 248.84 FEET; THENCE TANGENT TO SAID
 CURVE SOUTH 28°40'24" EAST 129.60 FEET; THENCE SOUTH 17°29'25"
 EAST 155.65 FEET TO THE BEGINNING OF A TANGENT 200.00 FOOT
 RADIUS CURVE CONCAVE NORTHEASTERLY; THENCE SOUTHEASTERLY ALONG
 SAID CURVE THROUGH A CENTRAL ANGLE OF 56°49'10" A DISTANCE OF
 198.34 FEET; THENCE TANGENT TO SAID CURVE SOUTH 74°18'35" EAST
 578.24 FEET TO THE BEGINNING OF A TANGENT 70.00 FOOT RADIUS
 CURVE CONCAVE NORTHERLY; THENCE SOUTHEASTERLY, EASTERLY AND
 NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF
 81°45'09" A DISTANCE OF 99.88 FEET; THENCE TANGENT TO SAID
 CURVE NORTH 23°56'16" EAST 54.44 FEET TO THE BEGINNING OF A
 50.00 FOOT RADIUS CURVE CONCAVE WESTERLY; THENCE NORTHERLY
 ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 38°09'33" A
 DISTANCE OF 499.50 FEET; THENCE TANGENT TO SAID CURVE NORTH
 14°13'17" WEST 95.00 FEET; THENCE NORTH 02°12'29" WEST 155.78
 FEET TO THE BEGINNING OF A TANGENT 450.00 FOOT RADIUS CURVE
 CONCAVE WESTERLY; THENCE NORTHERLY ALONG SAID CURVE THROUGH A
 CENTRAL ANGLE OF 23°28'04" A DISTANCE OF 184.32 FEET; THENCE
 TANGENT TO SAID CURVE NORTH 25°40'33" WEST, 214.66 FEET; THENCE
 NORTH 28°36'56" WEST 453.32 FEET TO THE BEGINNING OF A TANGENT
 475.00 FOOT RADIUS CURVE CONCAVE EASTERLY; THENCE NORTHERLY
 ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 54°29'43" A
 DISTANCE OF 451.78 FEET; THENCE TANGENT TO SAID CURVE NORTH
 25°52'47" EAST 135.75 FEET TO THE BEGINNING OF A TANGENT 125.00
 FOOT RADIUS CURVE CONCAVE SOUTHERLY; THENCE NORTHEASTERLY AND
 EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 86°16'33"
 A DISTANCE OF 188.23 FEET; THENCE TANGENT TO SAID CURVE SOUTH
 67°50'40" EAST 278.87 FEET TO THE BEGINNING OF A TANGENT 36.47
 FOOT RADIUS CURVE CONCAVE NORTHWESTERLY; THENCE EASTERLY AND
 NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF
 109°56'06" A DISTANCE OF 69.98 FEET TO THE BEGINNING OF A
 COMPOUND 70.00 FOOT RADIUS CURVE CONCAVE WESTERLY, A RADIAL TO
 SAID POINT BEING SOUTH 87°46'45" EAST; THENCE NORTHERLY AND

NORTHWESTERLY ALONG SAID THROUGH A CENTRAL ANGLE OF 64°1558 A DISTANCE OF 78.52 FEET; THENCE TANGENT TO SAID CURVE NORTH 62°0244 WEST 28.76 FEET TO THE BEGINNING OF A TANGENT 150.00 FOOT RADIUS CURVE CONCAVE NORTHEASTERLY; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27°2900 A DISTANCE OF 71.95 FEET; THENCE TANGENT TO SAID CURVE NORTH 34°3344 WEST 123.93 FEET TO THE BEGINNING OF A TANGENT 150.00 FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 26°3810 A DISTANCE OF 69.73 FEET; THENCE TANGENT TO SAID CURVE NORTH 61°1154 WEST 194.83 FEET TO THE BEGINNING OF A TANGENT 170.00 FOOT RADIUS CURVE CONCAVE SOUTHERLY; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 45°5554 A DISTANCE OF 136.28 FEET; THENCE TANGENT TO SAID CURVE SOUTH 72°5212 WEST 92.49 FEET TO THE BEGINNING OF A TANGENT 56.71 FOOT RADIUS CURVE CONCAVE NORTHERLY; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 50°5449 A DISTANCE OF 50.39 FEET TO THE BEGINNING OF A COMPOUND 350.00 FOOT RADIUS CURVE CONCAVE NORTHEASTERLY, A RADIAL TO SAID POINT BEING SOUTH 33°4701 WEST; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23°2303 A DISTANCE OF 142.91 FEET; THENCE TANGENT TO SAID CURVE NORTH 32°4916 WEST 100.42 FEET TO THE BEGINNING OF A TANGENT 300.00 FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 41°0223 A DISTANCE OF 214.88 FEET; THENCE TANGENT TO SAID CURVE NORTH 73°5139 WEST 39.51 FEET; THENCE NORTH 42°25'17 WEST 123.04 FEET; THENCE NORTH 65°1858 WEST 135.36 FEET; THENCE NORTH 79°1748 WEST 143.62 FEET TO A POINT HEREINAFTER REFERRED TO A POINT A; THENCE CONTINUING NORTH 79°1748 WEST 70.23 FEET TO A POINT DESCRIBED AS THE TRUE POINT OF BEGINNING IN DEED TO CONCEPT MEDIA, INC. RECORDED NOVEMBER 2, 1981 AS FILE NO. 81-345536; THENCE FOLLOWING ALONG THE EASTERLY LINE OF SAID CONCEPT MEDIA LAND NORTH 54°5829 WEST 326.27 FEET TO THE NORTH LINE OF NORTHWEST QUARTER OF SAID SECTION 29. THE SIDELINES OF SAID STRIP OF LAND ARE TO BE PROLONGED SOUTHERLY TO TERMINATE IN THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 29 AND NORTHERLY TO TERMINATE IN THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 29.

PARCEL H.

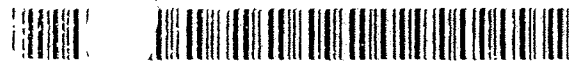
AN EASEMENT AND RIGHT OF WAY FOR ROAD PURPOSES AND INCIDENTAL THERETO, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS, TO AND ALONG SAID EASEMENT, THROUGH, OVER, UNDER AND ACROSS THAT CERTAIN STRIP OF LAND, 40.00 FEET IN WIDTH, WITHIN THE SOUTH HALF OF THE SOUTH HALF OF SECTION 29 AND THE NORTH HALF OF THE NORTH HALF OF SECTION 32, ALL OF TOWNSHIP 9 SOUTH, RANGE 2 WEST,

SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO OFFICIAL PLAT THEREOF, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTHERLY LINE OF SAID SOUTH HALF OF THE SOUTH HALF OF SECTION 29 DISTANT THEREON NORTH 85°41'23" EAST, 2858.64 FEET FROM THE NORTHWEST CORNER THEREOF; THENCE FROM SAID POINT OF BEGINNING SOUTH 31°27'09" EAST, 13.26 FEET TO THE BEGINNING OF A TANGENT 350.00 FOOT RADIUS CURVE CONCAVE WESTERLY; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 23°18'55" A DISTANCE OF 142.43 FEET; THENCE TANGENT 400.00 FOOT RADIUS CURVE CONCAVE WESTERLY; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 19°14'10" A DISTANCE OF 134.29 FEET; THENCE TANGENT TO SAID CURVE SOUTH 11°05'26" WEST, 254.79 FEET TO THE BEGINNING OF A TANGENT 500.00 FOOT RADIUS CURVE CONCAVE WESTERLY; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13°59'50" A DISTANCE OF 122.15 FEET; THENCE TANGENT TO SAID CURVE SOUTH 25°05'46" WEST, 260.70 FEET TO THE BEGINNING OF A TANGENT 150 FOOT RADIUS CURVE CONCAVE EASTERLY; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 57°46'40" A DISTANCE OF 151.26 FEET; THENCE TANGENT TO SAID CURVE SOUTH 32°40'54" EAST, 196.92 FEET TO THE BEGINNING OF A TANGENT 750.00 FOOT RADIUS CURVE CONCAVE NORTHEASTERLY; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 8°08'20" A DISTANCE OF 106.54 FEET; THENCE TANGENT TO SAID CURVE SOUTH 40°49'14" EAST TO THE SOUTHEASTERLY LINE OF PARCEL 2 OF LAND CONVEYED TO SAN DIEGO GAS AND ELECTRIC COMPANY BY DEED RECORDED APRIL 27, 1970 AS FILE NO. 71473 OF OFFICIAL RECORDS OF SAID COUNTY, BEING A DISTANCE OF 450 FEET, MORE OR LESS.

Assessor's Parcel Number: 110-072-17

EXHIBIT 8

3



JUN 18, 2007 3:18 PM

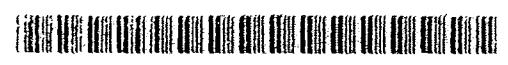
WHEN RECORDED MAIL TO:

DFI Funding, Inc.
4120 Douglas Boulevard #306-521
Granite Bay, CA 95746

Parcel Number 110-083-17-00

OFFICIAL RECORDS
SAN DIEGO COUNTY RECORDER'S OFFICE
GREGORY J. SMITH, COUNTY RECORDER
FEES 23.00
PAGES 8

9551



2007-0409899

4606078

MODIFICATION OF NOTE AND DEED OF TRUST

This Agreement is entered into as of April 23, 2007 between Comerica Bank as collateral holder for DFI Funding, Inc. (the "Lender"), holder of all beneficial interest in the Note and Deed of Trust referred to herein, and TESLA GRAY, A SINGLE WOMAN, (collectively, the "Borrower"), owners of the real property located at 36211 PALA DEL NORTE ROAD, SAN DIEGO County, California, Parcel number 110-083-17-00 (the "Property")

The Property is secured by a Deed of Trust (the "Deed of Trust") recorded on OCTOBER 07, 2005, as Document Number 2005-0872271 in the Official Records of the SAN DIEGO County Recorder's Office, securing a Note dated OCTOBER 3, 2005 in the principal amount of \$4,750,000.00 (the "Note"). The Note and Deed of Trust are referred to collectively herein as the "Loan."

The Lender and Borrower wish to modify the Loan to extend additional funds to the Borrower. In consideration of the mutual promises contained herein, it is hereby agreed as follows:

1. Agreed Current Status of Loan: The unpaid principal balance of the Loan as of the date of this Modification is \$2,956,956.35, excluding unpaid interest and any escrow balances and impound amounts. The unpaid principal balance is due and payable in full on May 1, 2007 (the "Maturity Date"). The current payment amount is 30 days of interest on the unpaid principal balance and is next due on May 1, 2007.
2. Modified Loan Terms: As of May 1, 2007, Lender will advance an additional \$795,000.00 to the Borrower to be broken down as follows: \$166,350.00 extension fee to be paid to DFI Funding, Inc.; \$628,650.00 for an interest impound reserve to be applied as 30 days accumulated interest on the unpaid balance until exhausted or the new maturity date, which ever occurs first: increasing the principal balance from \$4,750,000.00 to \$5,545,000.00. The new payment amount is 30 days of interest on the unpaid principal balance and will be due on the first of each month beginning June 1, 2007. The interest rate will remain at 11.50%. The maturity date will become May 1, 2008 at which time the principal balance of \$5,545,000.00 along with the final payment of 30 days of interest on the unpaid principal balance, and any outstanding balance, will be due.
3. Fees: Borrower shall pay Lender and others, concurrently with recordation hereof, the fees and charges set forth in the Good Faith Estimate signed concurrently herewith. Borrower shall also pay any taxes due.
4. Contingency: This Agreement shall be contingent upon Lender obtaining an ALTA policy of

title insurance insuring the Loan, as modified hereby, as a 1st lien on the Property.

5. Miscellaneous. In any action involving this Agreement the winning party shall be entitled to an award of its attorneys' fees from the losing party, as determined by the Court. This Agreement contains the entire agreement between the parties. Borrower is hereby advised to seek legal advice before entering into this Agreement. This Agreement can only be modified by a writing executed by both parties.

All other provisions of the Note and Mortgage shall remain in force, unaffected.

IN WITNESS WHEREOF the parties have executed this Agreement the day and year first above mentioned.

BORROWER:

Tesla Gray
Tesla Gray

LENDER: COMERICA BANK

By: Tiffany Vargas
Signature

Tiffany Vargas
Print Name

Its: V.P.

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN DIEGO)

On MAY 07th, 2007, before me, ^{LINDSAY AKE} the undersigned, a Notary Public in and for said County and State, personally appeared TESLA GRAY, personally known to me (or 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.

WITNESS my hand and official seal.

Signature: [Handwritten Signature]



STATE OF CALIFORNIA)
) ss.
COUNTY OF)

On _____, 2007, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____, personally known to me (or 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.

WITNESS my hand and official seal.

Signature: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

On _____, 2007, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____, personally known to me (or 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.

WITNESS my hand and official seal.

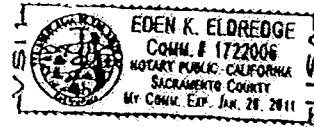
Signature: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF Placer)

EDEN K. ELDREDGE

On May 10, 2007, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Tiffan Vargas, personally known to me (or 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.

WITNESS my hand and official seal.



Signature: Eden K. Eldredge

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

On _____, 2007, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____, personally known to me (or 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.

WITNESS my hand and official seal.

Signature: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

On _____, 2007, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____, personally known to me (or 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.

WITNESS my hand and official seal.

Signature: _____

EXHIBIT "A"

9555

All that certain real property situated in the County of San Diego, State of California, described as follows:

PARCEL A:

PARCEL 4 OF PARCEL MAP NO. 14684, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, FEBRUARY 12, 1987 AS FILE NO. 87-079581 OF OFFICIAL RECORDS.

PARCEL B:

AN EASEMENT FOR WATERLINE OVER, UNDER, ALONG AND ACROSS THE WESTERLY 1000 FEET OF THE SOUTHERLY 12 FEET OF PARCEL 3 OF SAID PARCEL MAP NO. 14684.

PARCEL C:

AN EASEMENT FOR WATERLINE PURPOSES OVER, UNDER, ALONG AND ACROSS THOSE PORTIONS OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 9 SOUTH, RANGE 2 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF, LYING WITHIN A STRIP OF LAND 3 FEET IN WIDTH AND LYING EASTERLY, NORTHEASTERLY AND SOUTHEASTERLY OF A LINE DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE SAID EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE SOUTH 89°0755 WEST ALONG THE NORTH LINE OF SAID EAST HALF 377.53 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 19°2221 EAST 68.82 FEET; THENCE SOUTH 34°5213 EAST 55.26 FEET; THENCE SOUTH 15°5447 WEST 70.82 FEET; THENCE SOUTH 2°24'25 EAST, 141.01 FEET; THENCE SOUTH 41°0617 WEST 258.77 FEET; THENCE SOUTH 39°3951 WEST 242.14 FEET TO POINT X OF THIS DESCRIPTION.

PARCEL D:

AN EASEMENT FOR INGRESS AND EGRESS AND WATER LINE PURPOSES 12 FEET IN WIDTH OVER, UNDER, ALONG AND ACROSS THOSE PORTIONS OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 9 SOUTH, RANGE 2 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF, LYING SOUTHEASTERLY AND EASTERLY OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT THE ABOVE DESCRIBED POINT X THENCE SOUTH

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 29; THENCE ALONG THE NORTH LINE OF SAID NORTH HALF OF THE SOUTHWEST QUARTER NORTH $85^{\circ}41'23$ EAST 2858.64 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH $31^{\circ}27'21$ WEST 482.03 FEET TO THE BEGINNING OF A TANGENT 140.00 FOOT RADIUS CURVE CONCAVE EASTERLY; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $60^{\circ}07'48$ A DISTANCE OF 146.93 FEET; THENCE TANGENT TO SAID CURVE NORTH $28^{\circ}40'21$ EAST 218.85 FEET TO THE BEGINNING OF A TANGENT 200.00 FOOT RADIUS CURVE CONCAVE WESTERLY; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $27^{\circ}25'33$ A DISTANCE OF 95.73 FEET; THENCE TANGENT TO SAID CURVE NORTH $01^{\circ}14'48$ EAST 358.79 FEET TO THE BEGINNING OF A TANGENT 95.00 FOOT RADIUS CURVE CONCAVE SOUTHERLY; THENCE NORTHEASTERLY, EASTERLY AND SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $150^{\circ}04'48$ A DISTANCE OF 248.84 FEET; THENCE TANGENT TO SAID CURVE SOUTH $28^{\circ}40'24$ EAST 129.60 FEET; THENCE SOUTH $17^{\circ}29'25$ EAST 155.65 FEET TO THE BEGINNING OF A TANGENT 200.00 FOOT RADIUS CURVE CONCAVE NORTHEASTERLY; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $56^{\circ}49'10$ A DISTANCE OF 198.34 FEET; THENCE TANGENT TO SAID CURVE SOUTH $74^{\circ}18'35$ EAST 578.24 FEET TO THE BEGINNING OF A TANGENT 70.00 FOOT RADIUS CURVE CONCAVE NORTHERLY; THENCE SOUTHEASTERLY, EASTERLY AND NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $81^{\circ}45'09$ A DISTANCE OF 99.88 FEET; THENCE TANGENT TO SAID CURVE NORTH $23^{\circ}56'16$ EAST 54.44 FEET TO THE BEGINNING OF A 50.00 FOOT RADIUS CURVE CONCAVE WESTERLY; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $38^{\circ}09'33$ A DISTANCE OF 499.50 FEET; THENCE TANGENT TO SAID CURVE NORTH $14^{\circ}13'17$ WEST 95.00 FEET; THENCE NORTH $02^{\circ}12'29$ WEST 155.78 FEET TO THE BEGINNING OF A TANGENT 450.00 FOOT RADIUS CURVE CONCAVE WESTERLY; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $23^{\circ}28'04$ A DISTANCE OF 184.32 FEET; THENCE TANGENT TO SAID CURVE NORTH $25^{\circ}40'33$ WEST, 214.66 FEET; THENCE NORTH $28^{\circ}36'56$ WEST 453.32 FEET TO THE BEGINNING OF A TANGENT 475.00 FOOT RADIUS CURVE CONCAVE EASTERLY; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $54^{\circ}29'43$ A DISTANCE OF 451.78 FEET; THENCE TANGENT TO SAID CURVE NORTH $25^{\circ}52'47$ EAST 135.75 FEET TO THE BEGINNING OF A TANGENT 125.00 FOOT RADIUS CURVE CONCAVE SOUTHERLY; THENCE NORTHEASTERLY AND EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $86^{\circ}16'33$ A DISTANCE OF 188.22 FEET; THENCE TANGENT TO SAID CURVE SOUTH $67^{\circ}50'40$ EAST 278.87 FEET TO THE BEGINNING OF A TANGENT 36.47 FOOT RADIUS CURVE CONCAVE NORTHWESTERLY; THENCE EASTERLY AND NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $109^{\circ}56'06$ A DISTANCE OF 69.98 FEET TO THE BEGINNING OF A COMPOUND 70.00 FOOT RADIUS CURVE CONCAVE WESTERLY, A RADIAL TO SAID POINT BEING SOUTH $87^{\circ}46'46$ EAST; THENCE NORTHERLY AND

9557

NORTHWESTERLY ALONG SAID THROUGH A CENTRAL ANGLE OF 54°1558 A DISTANCE OF 78.52 FEET; THENCE TANGENT TO SAID CURVE NORTH 62°0244 WEST 28.76 FEET TO THE BEGINNING OF A TANGENT 150.00 FOOT RADIUS CURVE CONCAVE NORTHEASTERLY; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27°2900 A DISTANCE OF 71.95 FEET; THENCE TANGENT TO SAID CURVE NORTH 34°3344 WEST 123.93 FEET TO THE BEGINNING OF A TANGENT 150.00 FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 26°3810 A DISTANCE OF 69.73 FEET; THENCE TANGENT TO SAID CURVE NORTH 61°1154 WEST 194.83 FEET TO THE BEGINNING OF A TANGENT 170.00 FOOT RADIUS CURVE CONCAVE SOUTHERLY; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 45°5554 A DISTANCE OF 136.28 FEET; THENCE TANGENT TO SAID CURVE SOUTH 72°5212 WEST 92.49 FEET TO THE BEGINNING OF A TANGENT 56.71 FOOT RADIUS CURVE CONCAVE NORTHERLY; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 50°5449 A DISTANCE OF 50.39 FEET TO THE BEGINNING OF A COMPOUND 350.00 FOOT RADIUS CURVE CONCAVE NORTHEASTERLY, A RADIAL TO SAID POINT BEING SOUTH 33°4701 WEST; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23°2303 A DISTANCE OF 142.91 FEET; THENCE TANGENT TO SAID CURVE NORTH 32°4916 WEST 100.42 FEET TO THE BEGINNING OF A TANGENT 300.00 FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 41°0223 A DISTANCE OF 214.88 FEET; THENCE TANGENT TO SAID CURVE NORTH 73°5139 WEST 39.51 FEET; THENCE NORTH 42°25'17 WEST 123.04 FEET; THENCE NORTH 65°1858 WEST 135.36 FEET; THENCE NORTH 79°1748 WEST 143.62 FEET TO A POINT HEREINAFTER REFERRED TO A POINT A ; THENCE CONTINUING NORTH 79°1748 WEST 70.23 FEET TO A POINT DESCRIBED AS THE TRUE POINT OF BEGINNING IN DEED TO CONCEPT MEDIA, INC. RECORDED NOVEMBER 2, 1981 AS FILE NO. 81-345536; THENCE FOLLOWING ALONG THE EASTERLY LINE OF SAID CONCEPT MEDIA LAND NORTH 54°5829 WEST 326.27 FEET TO THE NORTH LINE OF NORTHWEST QUARTER OF SAID SECTION 29. THE SIDELINES OF SAID STRIP OF LAND ARE TO BE PROLONGED SOUTHERLY TO TERMINATE IN THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 29 AND NORTHERLY TO TERMINATE IN THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 29.

PARCEL H.

AN EASEMENT AND RIGHT OF WAY FOR ROAD PURPOSES AND INCIDENTAL THERETO, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS, TO AND ALONG SAID EASEMENT, THROUGH, OVER, UNDER AND ACROSS THAT CERTAIN STRIP OF LAND, 40.00 FEET IN WIDTH, WITHIN THE SOUTH HALF OF THE SOUTH HALF OF SECTION 29 AND THE NORTH HALF OF THE NORTH HALF OF SECTION 32, ALL OF TOWNSHIP 9 SOUTH, RANGE 2 WEST,

SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO OFFICIAL PLAT THEREOF, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTHERLY LINE OF SAID SOUTH HALF OF THE SOUTH HALF OF SECTION 29 DISTANT THEREON NORTH 85°41'23" EAST, 2858.64 FEET FROM THE NORTHWEST CORNER THEREOF; THENCE FROM SAID POINT OF BEGINNING SOUTH 31°27'09" EAST, 13.26 FEET TO THE BEGINNING OF A TANGENT 350.00 FOOT RADIUS CURVE CONCAVE WESTERLY; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 23°18'55" A DISTANCE OF 142.43 FEET; THENCE TANGENT 400.00 FOOT RADIUS CURVE CONCAVE WESTERLY; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 19°14'10" A DISTANCE OF 134.29 FEET; THENCE TANGENT TO SAID CURVE SOUTH 11°05'26" WEST, 254.79 FEET TO THE BEGINNING OF A TANGENT 500.00 FOOT RADIUS CURVE CONCAVE WESTERLY; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13°59'50" A DISTANCE OF 122.15 FEET; THENCE TANGENT TO SAID CURVE SOUTH 25°05'46" WEST, 260.70 FEET TO THE BEGINNING OF A TANGENT 150 FOOT RADIUS CURVE CONCAVE EASTERLY; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 57°46'40" A DISTANCE OF 151.26 FEET; THENCE TANGENT TO SAID CURVE SOUTH 32°40'54" EAST, 196.92 FEET TO THE BEGINNING OF A TANGENT 750.00 FOOT RADIUS CURVE CONCAVE NORTHEASTERLY; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 8°08'20" A DISTANCE OF 106.54 FEET; THENCE TANGENT TO SAID CURVE SOUTH 40°49'14" EAST TO THE SOUTHEASTERLY LINE OF PARCEL 2 OF LAND CONVEYED TO SAN DIEGO GAS AND ELECTRIC COMPANY BY DEED RECORDED APRIL 27, 1970 AS FILE NO. 71473 OF OFFICIAL RECORDS OF SAID COUNTY, BEING A DISTANCE OF 450 FEET, MORE OR LESS.

9558

Assessor's Parcel Number: 110-072-17

EXHIBIT 9

30
Recorded at the request of
LandAmerica Developer Services
Subdivision Department

WHEN RECORDED MAIL TO:

DFI Funding, Inc.
4120 Douglas Boulevard #306-521
Granite Bay, CA. 95746

Parcel Number 110-072-17-00

4606078-54

THE ORIGINAL OF THIS DOCUMENT
WAS RECORDED ON JAN 22, 2008
DOCUMENT NUMBER 2008-0027986
GREGORY J. SMITH, COUNTY RECORDER
SAN DIEGO COUNTY RECORDER'S OFFICE
TIME 11:15 AM

MODIFICATION OF NOTE AND D

This Agreement is entered into as of December 31, 2007 between Comerica Bank as collateral holder for DFI Funding, Inc. (the "Lender"), holder of all beneficial interest in the Note and Deed of Trust referred to herein, and TESLA GRAY, a single woman, (collectively, the "Borrower"), owner of the real property located at APN #110-72-17-00 SAN DIEGO County, California, Parcel number 110-72-17-00 (the "Property")

The Property is secured by a Deed of Trust (the "Deed of Trust") recorded on OCTOBER 07, 2005, as Document Number 2005-0872271 in the Official Records of the SAN DIEGO County Recorder's Office, later modified on 04/23/2007 recorded on 06/18/2007 as document number 2007-0409899 (the previous "modification of note and deed of trust") securing a Note dated OCTOBER 3, 2005 in the principal amount of \$4,750,000.00 (the "Note"). The Note and Deed of Trust are referred to collectively herein as the "Loan."

The Lender and Borrower wish to modify the Loan. In consideration of the mutual promises contained herein, it is hereby agreed as follows:

1. Agreed Current Status of Loan: The unpaid principal balance of the Loan as of the date of this Modification is \$3,437,280.25, excluding unpaid interest and any escrow balances and impound amounts. The unpaid principal balance is due and payable in full on May 1, 2008 (the "Maturity Date"). The current payment amount is 30 days of interest on the unpaid principal balance and is next due on February 1, 2008.

Modified Loan Terms. As of December 31, 2007, Lender will immediately advance \$1,457,884.87 to the loan balance of \$3,437,280.25 bringing the new account balance to \$4,895,165.12. By January 1, 2009, the new maximum loan amount will become \$5,233,737.48 as Lender advances an additional \$338,572.36 in interest payments over a period of twelve months as described in section 1 below. The total advanced funds will be disbursed as follows:

1. PROMINENCE PARTNERS loan: \$514,944.27 in total advances on items 2 through 6 listed below plus \$942,940.60 in immediate advances related to this loan broken down as follows: \$800,000 paid in cash to Ray Gray+ \$32,940.60 paid to DFI for the 1/1/08 payment + \$110,000 extension fee (2%) plus \$338,572.36 in gradual advances during the next 12 months to be advanced via interest payments made on the first day of each month from February 1, 2008 through January 1, 2009 as follows: \$46,912.00 on 2/1/08 representing a 100% interest payment; \$47,361.57 on 3/1/08 representing a 100% interest payment;; \$23,907.73 on 4/1/08 representing a 50% interest payment; \$24,022.28 on 5/1/08 representing a 50% interest payment; \$24,137.39 on 6/1/08 representing a 50% interest payment; \$24,253.05 on 7/1/08 representing a 50% interest payment; \$24,369.26

on 8/1/08 representing a 50% interest payment; \$24,486.03 on 9/1/08 representing a 50% interest payment; \$24,603.36 on 10/1/08 representing a 50% interest payment; \$24,721.25 on 11/1/08 representing a 50% interest payment; \$24,839.71 in 12/1/08 representing a 50% interest payment and \$24,958.73 on 1/1/09 representing a 50% interest payment. During the months where a 50% interest payment is applied, the borrowers will be required to remit the remainder due.

2. WOLF loan: \$97341.10 broken down as follows: \$15,352.34 in interest due as of 12/1/07 + \$21,819.59 for interest due on 1/1/08, 2/1/08 & 3/1/08 + \$36,365.98 for half of the interest due on 4/1/08, 5/1/08, 6/1/08, 7/1/08, 8/1/08, 9/1/08, 10/1/08, 11/1/08, 12/1/08 and 1/1/09 + \$23,803.19 for an extension fee (3%).
3. WEICHERT loan: \$73,696.42 broken down as follows: \$11,623.02 in interest due as of 12/1/07 + \$16,519.53 for interest due on 1/1/08, 2/1/08 & 3/1/08 + \$27,532.56 for half of the interest due on 4/1/08, 5/1/08, 6/1/08, 7/1/08, 8/1/08, 9/1/08, 10/1/08, 11/1/08, 12/1/08 and 1/1/09 + \$18,021.31 for an extension fee (3%).
4. STURDEVAN loan: \$85,010.01 broken down as follows: \$13,409.00 in interest due as of 12/1/07 + \$19,055.11 for interest due on 1/1/08, 2/1/08 & 3/1/08 + \$31,758.51 for half of the interest due on 4/1/08, 5/1/08, 6/1/08, 7/1/08, 8/1/08, 9/1/08, 10/1/08, 11/1/08, 12/1/08 and 1/1/09 + \$20,787.39 for an extension fee (3%).
5. GRAY #2 loan: \$97,528.45 broken down as follows: \$15,352.34 in interest due as of 12/1/07 + \$21,869.45 for interest due on 1/1/08, 2/1/08 & 3/1/08 + \$36,449.08 for half of the interest due on 4/1/08, 5/1/08, 6/1/08, 7/1/08, 8/1/08, 9/1/08, 10/1/08, 11/1/08, 12/1/08 and 1/1/09 + \$23,857.58 for an extension fee (3%).
6. DESERT AIRE loan: \$161,368.29 broken down as follows: \$24,698.24 in interest due as of 12/1/07 + \$33,679.41 for interest due on 1/1/08, 2/1/08 & 3/1/08 + \$56,132.35 for half of the interest due on 4/1/08, 5/1/08, 6/1/08, 7/1/08, 8/1/08, 9/1/08, 10/1/08, 11/1/08, 12/1/08 and 1/1/09 + \$46,858.29 for an extension fee (4%)

There will be no additional monies advanced beyond what is detailed in this modification (i.e. to complete houses) and the new maximum loan balance is \$5,233,737.48. The new payment amount is 30 days of interest on the unpaid principal balance and will be due on the first of each month beginning February 1, 2008. The interest rate will remain at 11.50%. The maturity date will become January 1, 2009 at which time the principal balance of \$5,233,737.48 along with the final payment of 30 days of interest on the unpaid principal balance, and any outstanding balance, will be due.

2. Fees. Borrower shall pay Lender and others, concurrently with recordation hereof, the fees and charges set forth in the Good Faith Estimate signed concurrently herewith. Borrower shall also pay any taxes due.

3. Contingency. This Agreement shall be contingent upon Lender obtaining an ALTA policy of title insurance insuring the Loan, as modified hereby, as a 1st lien on the Property.

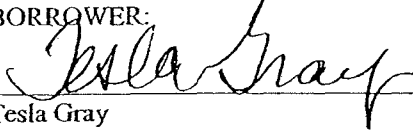
4. Miscellaneous. In any action involving this Agreement the winning party shall be entitled to an award of its attorneys' fees from the losing party, as determined by the Court. This Agreement contains the entire agreement between the parties. Borrower is hereby advised to seek legal advice

before entering into this Agreement. This Agreement can only be modified by a writing executed by both parties.

All other provisions of the Note and Mortgage shall remain in force, unaffected.

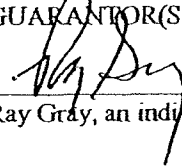
IN WITNESS WHEREOF the parties have executed this Agreement the day and year first above mentioned.

BORROWER:



Tesla Gray

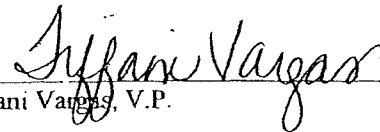
GUARANTOR(S):



Ray Gray, an individual

LENDER: DFI Funding, Inc.

By:.



Tiffani Vargas, V.P.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SAN DIEGO

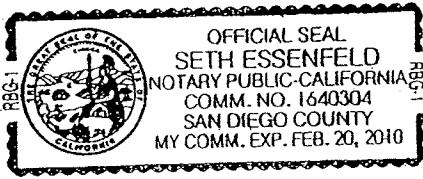
On 1/08/08 before me, SETH ESSENFELD - NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared TESLA GRAY
Name(s) of Signer(s)

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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above

Signature [Handwritten Signature]
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

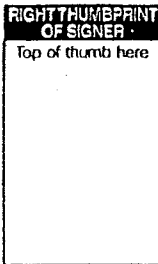
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer -- Title(s): _____
- Partner -- Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer -- Title(s): _____
- Partner -- Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SAN DIEGO

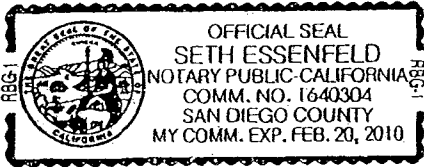
On 01-08-2008 before me, SETH ESSENFELD, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared RAY GRAY
Name(s) of Signer(s)

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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above

Signature [Handwritten Signature]
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

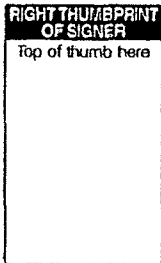
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

California All-Purpose Acknowledgment

State of California

County of Placer } ss.

On January 10, 2008 before me, Eden K. Eldredge, Notary Public
Name and Title of Notary Public

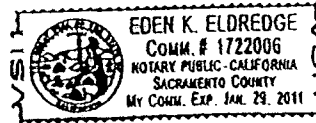
personally appeared Tiffani Vargas

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 California the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Eden K. Eldredge
Signature of Notary Public



This area for official notarial seal

(Optional) My commission expires on: _____

(Optional) Phone No.: _____

EXHIBIT "A"

All that certain real property situated in the County of San Diego, State of California, described as follows:

PARCEL A:

PARCEL 4 OF PARCEL MAP NO. 14684, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, FEBRUARY 12, 1987 AS FILE NO. 87-079581 OF OFFICIAL RECORDS.

PARCEL B:

AN EASEMENT FOR WATERLINE OVER, UNDER, ALONG AND ACROSS THE WESTERLY 1000 FEET OF THE SOUTHERLY 12 FEET OF PARCEL 3 OF SAID PARCEL MAP NO. 14684.

PARCEL C:

AN EASEMENT FOR WATERLINE PURPOSES OVER, UNDER, ALONG AND ACROSS THOSE PORTIONS OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 9 SOUTH, RANGE 2 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF, LYING WITHIN A STRIP OF LAND 3 FEET IN WIDTH AND LYING EASTERLY, NORTHEASTERLY AND SOUTHEASTERLY OF A LINE DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE SAID EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE SOUTH $89^{\circ}07'55''$ WEST ALONG THE NORTH LINE OF SAID EAST HALF 377.53 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH $19^{\circ}22'21''$ EAST 68.82 FEET; THENCE SOUTH $34^{\circ}52'13''$ EAST 55.26 FEET; THENCE SOUTH $15^{\circ}54'47''$ WEST 70.82 FEET; THENCE SOUTH $2^{\circ}24'25''$ EAST, 141.01 FEET; THENCE SOUTH $41^{\circ}06'17''$ WEST 258.77 FEET; THENCE SOUTH $39^{\circ}39'51''$ WEST 242.14 FEET TO POINT X OF THIS DESCRIPTION.

PARCEL D:

AN EASEMENT FOR INGRESS AND EGRESS AND WATER LINE PURPOSES 12 FEET IN WIDTH OVER, UNDER, ALONG AND ACROSS THOSE PORTIONS OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 9 SOUTH, RANGE 2 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF, LYING SOUTHEASTERLY AND EASTERLY OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT THE ABOVE DESCRIBED POINT X THENCE SOUTH

39°3951 WEST 57.51 FEET; THENCE SOUTH 1°04'17 WEST 561.05 FEET TO POINT Y OF THIS DESCRIPTION.

PARCEL E:

AN EASEMENT FOR INGRESS AND EGRESS AND WATER LINE PURPOSES OVER, UNDER, ALONG AND ACROSS THOSE PORTIONS OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 9 SOUTH, RANGE 2 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF DESCRIBED AS FOLLOWS: BEGINNING AT THE ABOVE DESCRIBED POINT X , THENCE SOUTH 39°3951 WEST ALONG THE NORTHWESTERLY LINE OF THE ABOVE DESCRIBED 12 FOOT EASEMENT 57.51 FEET; THENCE NORTH 24°5352 EAST 48.20 FEET; THENCE NORTH 44°5828 WEST APPROXIMATELY 25 FEET TO THE SOUTHEASTERLY SIDE OF STATE HIGHWAY 76; THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY SIDE 12 FEET TO A POINT WHICH BEARS NORTH 44°5828 WEST FROM THE POINT OF BEGINNING; THENCE SOUTH 44°5828 EAST 37 FEET TO THE POINT OF BEGINNING.

PARCEL F:

AN EASEMENT FOR WATER WELL AND INGRESS AND EGRESS OVER, UNDER, ALONG AND ACROSS THOSE PORTIONS OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 9 SOUTH, RANGE 2 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS: BEGINNING AT THE ABOVE DESCRIBED POINT Y ; THENCE SOUTH 1°0417 WEST 50.00 FEET; THENCE SOUTH 88°55'43 EAST 75.00 FEET; THENCE NORTH 1°0417 EAST 50.00 FEET; THENCE NORTH 88°5543 WEST 75.00 FEET TO THE POINT OF BEGINNING. THE SIDELINES OF SAID PARCEL C TO BE EXTENDED OR SHORTENED TO BEGIN ON THE NORTHERLY LINE OF SAID EAST HALF AND TO TERMINATE ON THE NORTHEASTERLY LINE OF SAID PARCEL D. SIDE LINES OF SAID PARCEL D TO BE EXTENDED OR SHORTENED TO TERMINATE ON THE NORTHERLY LINE OF SAID PARCEL F.

PARCEL G:

AN EASEMENT 60.00 FEET IN WIDTH FOR INGRESS, EGRESS, UTILITIES AND APPURTENANCES THERETO OVER, UNDER, ALONG AND ACROSS A STRIP OF LAND WITHIN THE NORTH HALF, THE NORTH HALF OF THE SOUTHWEST QUARTER, AND THE NORTH HALF OF THE SOUTHEAST QUARTER, ALL IN SECTION 29, TOWNSHIP 9 SOUTH, RANGE 2 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF, LYING 30.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 29; THENCE ALONG THE NORTH LINE OF SAID NORTH HALF OF THE SOUTHWEST QUARTER NORTH 85°41'23" EAST 2858.64 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 31°27'21" WEST 482.03 FEET TO THE BEGINNING OF A TANGENT 140.00 FOOT RADIUS CURVE CONCAVE EASTERLY; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 60°07'48" A DISTANCE OF 146.93 FEET; THENCE TANGENT TO SAID CURVE NORTH 28°40'21" EAST 218.85 FEET TO THE BEGINNING OF A TANGENT 200.00 FOOT RADIUS CURVE CONCAVE WESTERLY; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27°25'33" A DISTANCE OF 95.73 FEET; THENCE TANGENT TO SAID CURVE NORTH 01°14'48" EAST 358.79 FEET TO THE BEGINNING OF A TANGENT 95.00 FOOT RADIUS CURVE CONCAVE SOUTHERLY; THENCE NORTHEASTERLY, EASTERLY AND SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 150°04'48" A DISTANCE OF 248.84 FEET; THENCE TANGENT TO SAID CURVE SOUTH 28°40'24" EAST 129.60 FEET; THENCE SOUTH 17°29'25" EAST 155.65 FEET TO THE BEGINNING OF A TANGENT 200.00 FOOT RADIUS CURVE CONCAVE NORTHEASTERLY; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 56°49'10" A DISTANCE OF 198.34 FEET; THENCE TANGENT TO SAID CURVE SOUTH 74°18'35" EAST 578.24 FEET TO THE BEGINNING OF A TANGENT 70.00 FOOT RADIUS CURVE CONCAVE NORTHERLY; THENCE SOUTHEASTERLY, EASTERLY AND NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 81°45'09" A DISTANCE OF 99.88 FEET; THENCE TANGENT TO SAID CURVE NORTH 23°56'16" EAST 54.44 FEET TO THE BEGINNING OF A 50.00 FOOT RADIUS CURVE CONCAVE WESTERLY; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 38°09'33" A DISTANCE OF 499.50 FEET; THENCE TANGENT TO SAID CURVE NORTH 14°13'17" WEST 95.00 FEET; THENCE NORTH 02°12'29" WEST 155.78 FEET TO THE BEGINNING OF A TANGENT 450.00 FOOT RADIUS CURVE CONCAVE WESTERLY; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23°28'04" A DISTANCE OF 184.32 FEET; THENCE TANGENT TO SAID CURVE NORTH 25°40'33" WEST, 214.66 FEET; THENCE NORTH 28°36'56" WEST 453.32 FEET TO THE BEGINNING OF A TANGENT 475.00 FOOT RADIUS CURVE CONCAVE EASTERLY; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 54°29'43" A DISTANCE OF 451.78 FEET; THENCE TANGENT TO SAID CURVE NORTH 25°52'47" EAST 135.75 FEET TO THE BEGINNING OF A TANGENT 125.00 FOOT RADIUS CURVE CONCAVE SOUTHERLY; THENCE NORTHEASTERLY AND EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 86°16'33" A DISTANCE OF 188.22 FEET; THENCE TANGENT TO SAID CURVE SOUTH 67°50'40" EAST 278.87 FEET TO THE BEGINNING OF A TANGENT 36.47 FOOT RADIUS CURVE CONCAVE NORTHWESTERLY; THENCE EASTERLY AND NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 109°56'06" A DISTANCE OF 69.98 FEET TO THE BEGINNING OF A COMPOUND 70.00 FOOT RADIUS CURVE CONCAVE WESTERLY, A RADIAL TO SAID POINT BEING SOUTH 87°46'46" EAST; THENCE NORTHERLY AND

NORTHWESTERLY ALONG SAID THROUGH A CENTRAL ANGLE OF 64°1558 A DISTANCE OF 78.52 FEET; THENCE TANGENT TO SAID CURVE NORTH 62°0244 WEST 28.76 FEET TO THE BEGINNING OF A TANGENT 150.00 FOOT RADIUS CURVE CONCAVE NORTHEASTERLY; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27°2900 A DISTANCE OF 71.95 FEET; THENCE TANGENT TO SAID CURVE NORTH 34°3344 WEST 123.93 FEET TO THE BEGINNING OF A TANGENT 150.00 FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 26°3810 A DISTANCE OF 69.73 FEET; THENCE TANGENT TO SAID CURVE NORTH 61°1154 WEST 194.83 FEET TO THE BEGINNING OF A TANGENT 170.00 FOOT RADIUS CURVE CONCAVE SOUTHERLY; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 45°5554 A DISTANCE OF 136.28 FEET; THENCE TANGENT TO SAID CURVE SOUTH 72°5212 WEST 92.49 FEET TO THE BEGINNING OF A TANGENT 56.71 FOOT RADIUS CURVE CONCAVE NORTHERLY; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 50°5449 A DISTANCE OF 50.39 FEET TO THE BEGINNING OF A COMPOUND 350.00 FOOT RADIUS CURVE CONCAVE NORTHEASTERLY, A RADIAL TO SAID POINT BEING SOUTH 33°4701 WEST; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23°2303 A DISTANCE OF 142.91 FEET; THENCE TANGENT TO SAID CURVE NORTH 32°4916 WEST 100.42 FEET TO THE BEGINNING OF A TANGENT 300.00 FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 41°0223 A DISTANCE OF 214.88 FEET; THENCE TANGENT TO SAID CURVE NORTH 73°5139 WEST 39.51 FEET; THENCE NORTH 42°25'17 WEST 123.04 FEET; THENCE NORTH 65°1858 WEST 135.36 FEET; THENCE NORTH 79°1748 WEST 143.62 FEET TO A POINT HEREINAFTER REFERRED TO A POINT A ; THENCE CONTINUING NORTH 79°1748 WEST 70.23 FEET TO A POINT DESCRIBED AS THE TRUE POINT OF BEGINNING IN DEED TO CONCEPT MEDIA, INC. RECORDED NOVEMBER 2, 1981 AS FILE NO. 81-345536; THENCE FOLLOWING ALONG THE EASTERLY LINE OF SAID CONCEPT MEDIA LAND NORTH 54°5829 WEST 326.27 FEET TO THE NORTH LINE OF NORTHWEST QUARTER OF SAID SECTION 29. THE SIDELINES OF SAID STRIP OF LAND ARE TO BE PROLONGED SOUTHERLY TO TERMINATE IN THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 29 AND NORTHERLY TO TERMINATE IN THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 29.

PARCEL H.

AN EASEMENT AND RIGHT OF WAY FOR ROAD PURPOSES AND INCIDENTAL THERETO, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS, TO AND ALONG SAID EASEMENT, THROUGH, OVER, UNDER AND ACROSS THAT CERTAIN STRIP OF LAND, 40.00 FEET IN WIDTH, WITHIN THE SOUTH HALF OF THE SOUTH HALF OF SECTION 29 AND THE NORTH HALF OF THE NORTH HALF OF SECTION 32, ALL OF TOWNSHIP 9 SOUTH, RANGE 2 WEST,



BEFORE THE ENERGY RESOURCES CONSERVATION AND DEVELOPMENT
COMMISSION OF THE STATE OF CALIFORNIA
1516 NINTH STREET, SACRAMENTO, CA 95814
1-800-822-6228 – WWW.ENERGY.CA.GOV

**APPLICATION FOR CERTIFICATION
ORANGE GROVE POWER
PLANT PROJECT**

**DOCKET No. 08-AFC -4
PROOF OF SERVICE
Revised 10/27/08**

INSTRUCTIONS: All parties shall either (1) send an original signed document plus 12 copies or (2) mail one original signed copy AND e-mail the document to the address for the Docket as shown below, AND (3) all parties shall also send a printed or electronic copy of the document, which includes a proof of service declaration to each of the individuals on the proof of service list shown below:

CALIFORNIA ENERGY COMMISSION
Attn: Docket No. 08-AFC-4
1516 Ninth Street, MS-15
Sacramento, CA 95814-5512
docket@energy.state.ca.us

APPLICANT

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sthome@jpowerusa.com

Mike Dubois
J-Power USA Development
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Schaumburg, IL 60173
mdubois@jpowerusa.com

APPLICANT CONSULTANT

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Los Osos CA 93402
jstenger@trcsolutions.com

COUNSEL FOR APPLICANT

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jluckhardt@downeybrand.com

Wayne Song
Morgan, Lewis & Bockius LLP
300 S Grand Avenue, 22nd Floor
Los Angeles, CA 90071
wsong@morganlewis.com

INTERESTED AGENCIES

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e-recipient@caiso.com

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ENERGY COMMISSION

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ARTHUR ROSENFELD
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Alliance for a Cleaner Tomorrow (ACT)
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publicadviser@energy.state.ca.us

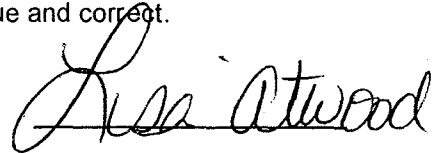
DECLARATION OF SERVICE

I, Lisa Atwood, declare that on Dec. 28, 2008, I deposited copies of the attached
Decl. of Steve Anderson in the United States mail at San Diego, CA with first-class postage
thereon fully prepaid and addressed to those identified on the Proof of Service list above.

OR

Transmission via electronic mail was consistent with the requirements of California Code of Regulations, title 20, sections 1209, 1209.5, and 1210. All electronic copies were sent to all those identified on the Proof of Service list above.

I declare under penalty of perjury that the foregoing is true and correct.



Attachments

DFI FUNDING, INC.
 C/O BEST BEST & KRIEGER LLP
 MELISSA W. WOO, CA STATE BAR NO. 192056
 EMAIL: melissa.woo@bbklaw.com
 CYNDY DAY-WILSON, CA STATE BAR NO. 135045
 EMAIL: cyndy.day-wilson@bbklaw.com
 655 WEST BROADWAY, 15th FLOOR
 SAN DIEGO, CA 92101

STATE OF CALIFORNIA
 State Energy Resources
 Conservation and Development Commission

In the Matter of:)	
)	Docket No. 08-AFC-4
ORANGE GROVE PROJECT)	MEMORANDUM OF POINTS AND
)	AUTHORITIES IN SUPPORT OF
)	APPEAL OF DENIAL OF PETITION
)	FOR INTERVENTION
)	
)	
)	
_____)	

Orange Grove Energy L.P. (“Applicant”) filed an Application for Certification (“AFC”) with the California Energy Commission for the Orange Grove Power Plant Project (“Orange Grove Project”) on June 20, 2008. Appellant DFI Funding Inc. (“DFI”) submitted a Petition for Intervention in the Orange Grove Project AFC proceedings on December 16, 2009. DFI’s Petition was denied on December 19, 2008, on the grounds that it was not timely filed. The California Energy Commission (“Commission”) should grant DFI’s Petition for Intervention because DFI was never provided notice of the proceedings, and was thus unable to file a timely Petition for Intervention.

BACKGROUND

Appellant DFI is a California Corporation engaged in the business of lending money with its principle place of business in Emeryville, California. DFI has entered into various loan transactions secured by real property located in San Diego County, at 36570, and 36211 Pala del

Norte Road, 92059. This real property is identified by assessors parcel numbers (“APN”) 110-072-05-00, 110-072-13-00, 110-072-14-00, and 110-072-17-00.

On or about October 3, 2005, DFI accepted a promissory from Prominence Partners, Inc. (“Prominence Partners”) in the principal amount of Four Million Seven Hundred Fifty Thousand Dollars (\$4,750,000.00). To secure payment of the principal sum and interest on the promissory note, Prominence Partners, made, executed, and delivered to DFI, a Construction Deed of Trust and Security Agreement and Assignment of Rents. This Deed of Trust was amended several times. The original and each amended version was recorded with the County of San Diego. By virtue of the terms of the Deed of Trust and its subsequent amendments, Prominence Partners conveyed to DFI, as trustee, the real property located at APN 110-072-05-00, 110-072-13-00, 110-072-14-00, and 110-072-17-00. These properties (jointly the “Pala del Norte Properties”) are adjoining and/or within close proximity to the proposed location for the Orange Grove Power Plant. In particular, a portion of APN 110-072-5-00 abuts the proposed location for the Orange Grove Power Plant.

The Applicant filed its AFC for the Orange Grove Project on June 20, 2008. As part of its AFC, the Applicant filed a list of current APNs and owners names and addresses for all properties within 5000 feet of the proposed transmission line, and 1000 feet of the proposed power plant site. A true and correct copy of that list is attached as **Exhibit A**. Notably, DFI was not included on that list, though other lenders including Countrywide Home Loans, were. Following the Applicant’s submittal of the AFC, Commission staff was required to notify the individuals listed on the Applicant’s service list of the Orange Grove Project AFC proceedings. DFI has no knowledge as to whether this was done, however even if it was, because DFI was not on the service list, it was never provided with notice of the proceedings. Additionally, although DFI may have had general knowledge of the Orange Grove Project, because DFI is located in Northern California, it had no opportunity to obtain constructive notice of the project related proceedings.

DFI was not informed about the most recent proceeding related to the Orange Grove Project AFC, the December 19, 2008, evidentiary hearing, until December 11, 2008. Again, although DFI may have been aware that a power plant was being proposed for construction nearby, DFI was never given notice of which agency was overseeing the project approvals, whether the proceedings would be open to the public, and more importantly, whether hearings and other approval related proceedings had in fact begun.

When DFI became aware of the December 19, 2008, evidentiary hearing on the Orange Grove Project AFC, DFI took immediate steps to enter the proceedings as an intervening party. DFI immediately retained counsel to review and comment on the Commission staff's analysis of the Orange Grove Project, and file a Petition for Intervention in the proceedings. DFI's Petition was filed three business days later, on December 16, 2008. DFI's comments on the Commission staff's analysis of the project was filed the following day, on December 17, 2008.

At the evidentiary hearing on December 19, 2008, the Siting Committee charged with issuing a determination on the Orange Grove Project AFC, denied DFI's Petition for Intervention on the grounds that it was untimely, and that pursuant to Commission Regulations, it should have been filed before the December 1, 2008 deadline. DFI now appeals that decision. For the reasons set forth below, the Commission should reverse the Siting Committee's decision and grant DFI's Petition for Intervention.

DISCUSSION

Because of the expedited nature of the environmental review process associated with power plant siting approval, the Commission has gone to great lengths to ensure proceedings are open, and engage the public in the decision making process. Commission regulations allow any person to file a Petition for Intervention in any proceeding before the Commission, (22 Cal Code Regs § 1207(a).) and the Commission has established a public advisor to "help the public with understanding and, if so inclined, participating in the Energy Commission's process of licensing

the construction, operation and closure of thermal power plants.” (California Energy Commission, Siting Process Guidebook, forward.)

In cases involving power plant siting proceedings, a Petition for Intervention must be filed no later than the pre-hearing conference, or 30 days prior to the first evidentiary hearing. (22 Cal Code Regs § 1207(b).) When a petition to intervene is filed after that deadline, the presiding member of the siting committee hearing the case may only grant the petition upon a showing of good cause. (22 Cal Code Regs § 1207(c).) The Commission’s regulations on power plant siting applications do not define what constitutes good cause for the purposes of a Petition for Intervention, however, it is well settled that good cause exists where notice of a proceeding was improper or inadequate. (*See e.g. Credit Managers Association v. National Independent Business Alliance* (1984) 162 Cal. App. 3d 1166 [holding that failure to adequately notify a petitioner of an assignee’s default constitutes “surprise” within the meaning of California Code of Civil Procedure section 473, and constitutes good cause for reversing dismissal]; *see also* Cal. Code Civ Proc § 473.5 [allowing default judgment to be set aside where service was improper or ineffective].)

Good cause exists in this case for the following reasons:

1. *DFI was not given adequate notice of the proceedings*

Commission regulations require an applicant seeking certification of a power plant siting to provide a listing of property owners and APNs that are in close proximity of a proposed project site. (20 Cal. Code Regs Chapter 5, **Exhibit B**.) Commission Regulations further require the Commission to hold one or more informational presentations and site visits in the county or counties in which a proposed power plant will be located once an application for certification has been accepted, and to mail notice of such presentations to all owners of land adjacent to the proposed site within 45 days of acceptance of an AFC. (20 Cal Code Regs § 1709.7.)

In addition to the above notice requirements, as soon as practicable, and no later than ten days after an application for certification is determined to be complete by Commission staff, the Commission is required to:

1. Publish of a summary of the application in a newspaper of general circulation in each county where a transmission corridor zone is proposed;
2. Notify all property owners who are within or adjacent to a proposed transmission corridor zone;
3. Publish the application on the commission internet web site; and
4. Notify members of the public, including landowners notified under subsection (2), that the application is available on the commission's web site.

(20 Cal Code Regs § 2324(a).)

Notice pursuant to this requirement must, among other things, include a summary of the application, and a brief description of the Commission's review process, including the role of the assigned committee. (20 Cal Code Regs § 2324(a).)

As stated above, DFI was never given notice of the Orange Grove Project AFC proceedings. Moreover, DFI was not informed about any information presentations held by the Commission on the Orange Grove Project, nor did DFI receive notice of the application in a newspaper or by any means directing DFI to the Commission's website. DFI has no knowledge as to whether the Commission staff adequately provided notice to other neighboring property owners as required by Commission regulations, however, because DFI was not included on the Applicant's service list, and the Commission did not add DFI to that list on its own, DFI did not receive the notice. Additionally, although Commission regulations establish other notice requirements intended to reach potentially interested parties not reached through traditional

channels (including newspaper publication requirements), because DFI is based in the Bay Area these alternative means of notice were not effective. Consequently, DFI did not receive actual or constructive notice of the Orange Grove Project AFC proceedings until after the December 11, 2008.

In its Opposition to DFI's Petition for Intervention, the Applicant contended that because one of the parties with an ownership interest in the Pala del Norte Properties, Prominence Partners, was included on the Applicant's service list, that DFI was provided with adequate notice of the Orange Gove Project AFC proceedings. (Applicant's Opposition, 1-2. A true and correct copy of the Applicant's Opposition is attached as Exhibit B.) The fact that Prominence Partners received notice of the Orange Grove Project AFC proceedings is insufficient to impute notice to DFI. Although DFI and Prominence Partners have a business relationship, they are not the same entity, and do not share all information regarding the Pala del Norte Properties. Indeed, DFI and Prominence Partners were recently litigation adversaries in proceedings over the Pala del Norte Properties. Consequently, it is unreasonable to assume that because Prominence Partners received notice of the Orange Grove Project AFC proceedings, that Prominence Partners relayed that information to DFI in a timely manner.

The Applicant's Opposition further contended that DFI's general knowledge of the Orange Grove Project was sufficient to give DFI Notice of the AFC proceedings. (Applicant's Opposition, 3.) Mere knowledge of an action is neither equivalent to nor a substitute for adequate service. (*Kuchins v. Hawes* (1990) 226 Cal. App. 3d 535, 540.) Although DFI may have had general knowledge of the Orange Grove Project as far back as December, 2007, general knowledge of a project is not equivalent to notice of specific regulatory proceedings or deadlines associated with those proceedings. Numerous government agencies could potentially have jurisdiction over a power plant project including but not limited to the County of San Diego, the California Public Utilities Commission, the California Energy Commission, and the Federal Energy Regulatory Commission. An ordinary member of the public would have no idea about

the power plant siting process, or the Commission's role in approving power plant projects without proper notice.

Lastly, the Applicant's Opposition focused on DFI's alleged failure to act on its general knowledge of the Orange Grove Project. However, had the Applicant, or the Commission following submission of the AFC, conducted an adequate title search of the properties in the project area, DFI would have been included on the Applicant's service list. As stated above, DFI's status as trustee of the Pala del Norte Properties is on record with the County. An adequate title search would have resulted in DFI being included on the service list, and obviated the need for this Appeal.

2. *DFI holds a substantial interest in adjacent property and should be provided with an opportunity to intervene in the Orange Grove Project AFC proceedings*

As a trustee and lien holder, DFI has a substantial interest in government approvals that may impact access to, and potential uses of the Pala del Norte Properties. DFI has millions of dollars invested in the Pala del Norte Properties. Changes to neighboring land use designations, and major uses that impact the properties place DFI's investment at risk. For that reason, DFI has a substantial interest in the Orange Grove Project AFC proceedings, and due process requires the Commission to allow DFI to intervene in the case. Moreover, because the Commission's power plant siting proceedings were designed to encourage public participation, the Commission's own policies weigh in favor of allowing DFI to intervene.

3. *Intervention will not prejudice the existing parties*

DFI has already submitted comments on the proposed siting setting forth its position on the Orange Grove Project. Allowing DFI to intervene in the proceedings will not prejudice the existing parties as they already have notice of DFI's position on the project, and potential arguments against project approval. At a minimum, DFI will continue to further its position as a

member of the public. Allowing DFI to intervene in the case would therefore not prejudice the existing parties.

CONCLUSION

For the reasons set forth above, Appellant DFI respectfully requests that the Commission overturn the denial of DFI's Petition for Intervention and allow DFI to intervene in the Orange Grove Project AFC proceedings.

Date: December 31, 2008


Signature: 
Melissa Woo
of Best Best & Krieger LLP
Attorneys for Appellant DFI Funding Inc.

EXHIBIT A

List of Property Owners within 4,500 feet of the Orange Grove Project Site

110-072-01 & 110-072-02 Cook Family Trust 2014 Lake Morena Drive Campo, CA 91906	110-072-05, 110-072-13, & 110-072 -14 Prominence Partners PO,BOX 538 Fallbrook, CA 92088	110-072-19 W.M. Specialty Mortgage LLC C/O Countrywide Home Loans 400 Countrywide Way Simi Valley, CA 93065
110-072-08, 110-072-09, & 110-072-11 Zonac Lai 196 West Legion Road Brawley, CA 92227	110-072-12 Avocado 45 1628 Torrey Pines Road La Jolla, CA 92037	110-021-24 Avocado 45 PO Box 3808 Los Altos, CA 94024
110-072-16 & 110-072-17 Gray Tesla PO BOX 538 Fallbrook, CA 92088	110-072-18 Chung Kyung Hee & Jae Jin 209 Surfrider Way # G Oceanside, CA 92054	110-072-25, 110-071-11, 110-071-12 110-071-14, & 110-071-15 Glusac Family Trust 12-20-88 6456 Vin De Anzar Rancho Palos Verdes, CA 90275
110-072-20 Chung Jae Yul & Choon Ho 10692 Pala Road Pala, CA 92059	110-072-22, 110-090-08, & 110-090-09 Victor S. Zaleschuk Trust 10-29-02 10693 Highway 76 Pala, CA 92059	110-072-15 Randall V. Jones 36313 Pala Del Norte Road Pala, CA 92059
110-021-26 Greg & Nanette A. Baker 1816 30 th Avenue West Seattle, WA 98199	110-021-25 Sarah M. Allison 301 Rainbow Crest Road Rainbow, CA 92028	110-361-18 Fritz Family Trust 1-20-1977 1253 Urania Avenue Leucadia, CA 92024
110-072-24 Georgiana & Paul Mazur 25251 Orellano Way Laguna Hills, CA 92653	110-090-19 & 110-090-20 Pala Band of Luiseno Mission Indians PO Box 43 Pala, CA 92059	110-370-02 & 110-160-19 Pala Band of Mission Indians 35008 Pala Temecula Road # PMB50 Pala, CA 92059
110-090-01 & 110-021-10 WHP Warner Ranch LP 7727 Herschel Avenue La Jolla, CA 92037	110-090-02 Frank D. & Mary L. Hernandez TRS 10880 Pala Road Pala, CA 92059	110-021-29 & 110-021-30 Coast Asset Properties LLC 824 San Antonio Road Palo Alto, CA 94303
110-090-04 Kenneth W Yarger Trust 30293 Pechanga Drive Temecula, CA 92592	110-090-05 Marilyn N Yarger 1734 Highway 76 Pala, CA 92059	110-160-06 A G Hindas c/o Nadya Crutcher 2124 Fayton Court Camarillo, CA 93010
110-071-09 Pamela M & Peter D Glusac 519 West Carson Street # 101 Carson, CA 90745	110-071-10 & 110-071-12 James L & Ardlth M Rostvet 16710 Daza Drive Ramona, CA 92065	110-071-20 Davis Family Revocable Trust 5978 La Jolla Corona Drive La Jolla, CA 92037
110-072-10 Rainbow Municipal Water District 3707 Old Highway 395 Fallbrook, CA 92028		

List of Property Owners within 4,500 feet of the Orange Grove Project Site

110-072-27, 110-072-29, 110-072-31,
110-370-03, 110-370-04, 110-370-05,
110-370-06, 110-370-07, 110-370-08,
110-370-10, 110-370-11, 110-370-12,
110-370-13, 110-370-14, 110-090-10,
110-090-11, 110-160-08, 110-060-12
& 110-060-14

Pala Band of Mission Indians
C/O Giles & Co.
1920 Felice Drive
Escondido, CA 92026

110-072-06, 110-072-28, 110-072-30,
110-370-01, 110-150-02, 110-160-10,
& 110-021-31

San Diego Gas & Electric
Attn. Corporate Real Estate
8335 Century Park Court, CP11D
San Diego, CA 92123

110-072-03, 110-072-04, 110-370-09,
110-150-01, 110-150-24, 110-150-25,
110-150-43, 110-150-44, 110-150-45,
110-150-46, 110-362-09, 110-160-05,
110-160-09, 110-361-16 & 128-470-16

Gregory Canyon LTD
3 Embarcadero Center #2360
San Francisco, CA 94111

EXHIBIT B

**BEFORE THE ENERGY RESOURCES CONSERVATION AND DEVELOPMENT
COMMISSION OF THE STATE OF CALIFORNIA**

**APPLICATION FOR
CERTIFICATION FOR THE
ORANGE GROVE POWER PLANT
PROJECT BY ORANGE GROVE
ENERGY, LP**

**DOCKET NO. 08-AFC-4
(AFC filed 06/20/08)**

**ORANGE GROVE ENERGY, L.P.'s
OPPOSITION TO DFI FUNDING, INC.'s PETITION FOR INTERVENTION
December 19, 2008**

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December 19, 2008

**BEFORE THE ENERGY RESOURCES CONSERVATION AND DEVELOPMENT
COMMISSION OF THE STATE OF CALIFORNIA**

**APPLICATION FOR
CERTIFICATION FOR THE
ORANGE GROVE POWER PLANT
PROJECT BY ORANGE GROVE
ENERGY, LP**

DOCKET NO. 08-AFC-4
(AFC filed 06/20/08)

**ORANGE GROVE ENERGY, L.P.'s
OPPOSITION TO DFI FUNDING, INC.'S PETITION FOR INTERVENTION**

December 19, 2008

Orange Grove Energy, L.P. ("Applicant") filed with the California Energy Commission ("Commission") an Application for Certification ("AFC") for the Orange Grove Power Plant Project (the "Orange Grove Project") on June 20, 2008. The Commission deemed the AFC data adequate on July 16, 2008. DFI Funding, Inc. ("DFI") filed a Petition for Intervention in this proceeding on December 16, 2008 (the "Petition"). Due to the issues presented by the Petition, Applicant hereby files this Opposition to the Petition.

I. *The Deadline for Filing a Petition for Intervention Has Run*

Title 20 of the California Code of Regulations provides that a Petition for Intervention in a power plant siting case "shall be filed no later than the Prehearing Conference or 30 days prior to the first hearing held pursuant to sections 1725, 1748, or 1944 . . . whichever is earlier, subject to the exception in subsection (c)." (20 C.C.R. § 1207[b].) The Committee's November 6, 2008 Notice of Prehearing Conference and Notice of Evidentiary Hearing also stated that the deadline to file a Petition for Intervention in the Orange Grove case was 9:00 a.m., Monday, December 1, 2008. This notice also provided that time extensions would not be granted for intervenors to review case materials since this proceeding has been ongoing since June 19, 2008. The time has passed for intervention, both according to Commission regulations and to the notice provided by the Committee. Therefore, DFI's Petition for Intervention is not timely, and the Committee should deny it.

II. *No Good Cause Exists for Granting DFI's Late Petition for Intervention Because the Owners of Record Had Full Notice of the Orange Grove Project*

The Title 20 regulations provide that the presiding committee member "may grant a petition to intervene filed after the deadline provided in subdivision (b) only upon a showing of

good cause by the petitioner.” (20 C.C.R. § 1207[c].) In its Petition for Intervention, DFI asserts that “good cause exists for the intervention of DFI at this time due to lack of notice of the proposed project and hearings related to the proposed project.” In the Declaration of Steve Anderson In Support of Petition to Intervene (the “Declaration”), Steve Anderson states: “Neither I nor DFI received any notice of the hearing set for December 19, 2008, or any of the past hearings that I am informed have already occurred.”

The Commission should deny DFI’s Petition for Intervention because all of the notice requirements in this proceeding have been satisfied, and therefore DFI has no good cause to support a late intervention. DFI has an interest as a lender in the following parcels, listed by APN: 110-07-5, 110-07-13, 110-07-14, and 110-07-17. At all times relevant to the Title 20 notice requirements for this project, these parcels were owned either by Prominence Partners (who has communicated with Applicant through Ray Gray, a partner, regarding the Orange Grove Project) or Tesla Gray (who also has communicated with Applicant about the Orange Grove Project through an employee named Angie Wolf). Not only did the owners of these parcels receive the notice required by Commission regulations, but they or their employees also were engaged in recurring contact with the Applicant in various matters relating to the Orange Grove Project.

A. The Commission Satisfied All Notice Obligations With Regard to the Parcels In Which DFI Has an Interest

The Orange Grove Project was originally filed under the Small Power Plant Exemption process (SPPE). The Public Advisor’s Office has indicated to Applicant that during this process adjacent landowners were notified about the project. Also, a sign was posted on the north side of Pala Del Norte Road at the edge of the project site announcing Applicant’s application for a Major Use Permit (MUP). The sign was posted on September 13, 2007, and remained in place until at least May of 2008. The County of San Diego (the “County”) kept a checklist of parcels to which notice of the application for the MUP was mailed. This checklist includes all four parcels in question. The County received only one inquiry regarding this notice from a Joe Chism. The County also tracked all returned notices. Only two notices were returned on the project, neither of which was the notice sent to Prominence Partners or Tesla Gray.

The Title 20 regulations contain requirements for notice to owners of land adjacent to a power plant project. These regulations provide that all owners of land adjacent to the proposed sites must receive notice of the first informational presentation for the project. (20 C.C.R. § 1709.7.) It is Applicant’s understanding that this notice was sent pursuant to the regulations. The regulations also require the applicant to file an appendix to its AFC containing a list of current assessor’s parcel numbers and owners’ names and addresses for all parcels within 500 feet of the proposed transmission line and other linear facilities, and within 1000 feet of the proposed power plant and related facilities. (20 C.C.R. Appendix B.) Tesla Gray and Prominence Partners were both included in this list. (See AFC Appendix 1-A.) The Commission then must issue a Notice of Receipt of Application for Certification, which is mailed to property owners located adjacent to the project site or any of the project-related facilities. (See 20 C.C.R. § 2324.) This Notice was filed on July 31, 2008. In this notice, all recipients were informed of the opportunity to sign up for the Orange Grove project mailing list, which causes anyone who signed up to receive notices of all project-related activities when

documents related to the project's review are available. The County of San Diego also requested a list of property owners and APN numbers, along with a map indicating their location, as part of the Grading Permit application. This list was provided by Applicant.

This project resulted in twice the usual amount of notice to the public because it was originally filed as a SPPE, which was later withdrawn. When Applicant filed its AFC in July of 2008, notice was again provided to adjacent landowners. Furthermore, any member of the public can register for the mailing list of any site certification proceeding. The notice provided to the owners of record during both the initial SPPE proceedings and the current AFC proceedings more than satisfies all applicable notice requirements.

B. The Owners of Record of the Parcels In Which DFI Has an Interest Were Well Aware of the Orange Grove Project From Recurring Communications With Applicant

As described in Attachment A below, since at least as early as September of 2007, the owners of the parcels at issue have engaged in dialog with Applicant. In September and October of 2007, Applicant's consultant, Joe Stenger, exchanged a series of e-mails with Rick Gittings of Hilltop Group and Angie Wolf of Gray Investment Group, seeking permission to conduct an archaeological resources survey on the part of the property adjacent to Pala Del Norte Road. The Orange Grove Project was discussed in these messages, and Angie Wolf requested copies of the documents relevant to the project. From December 3, 2007 to January 17, 2008, Steve Thome of J-Power exchanged e-mails with Ray Gray of Prominence Partners regarding potential uses of Mr. Gray's 350 acres in the power project, and also requested permission to conduct a biological survey on Mr. Gray's property. Finally, on April 17, 2008, Gray Investment Group sent a letter to San Diego Gas and Electric offering for sale the 350 acres consisting of APNs 110-072-05, -13, -14 and -17. This letter expressly acknowledged that "Jpower [sic] is proposing two 49 megawatt peaker power plants on the SDG&E property. Which would be located immediately adjacent to our property...." Therefore, the owner of all of these parcels had notice of the Orange Grove Project long before the AFC was even filed.

C. DFI Itself Had Actual Notice of the Project Since December of 2007

Although Applicant and the Commission have satisfied all notice requirements, DFI has even less cause to support a late intervention because it also has had notice of the Orange Grove Project since December of 2007. In that month, Ray Gray exchanged emails with Steve Thome of J-Power discussing whether there was any feedback on Ray Gray's "350 acre project in Pala." These emails were copied to steve@dfifunding.com, an address listed on DFI's website as belonging to Steve Anderson. Therefore, Ray Gray provided DFI, its lender, with notice of the proposed power plant. DFI has long had notice of the proceedings on this project, and its claim that it had no notice of this project and the hearings related to this project lacks merit.

D. DFI Can Voice Its Concerns During the Public Comment Period of the Evidentiary Hearing

DFI has the opportunity to present its issues with the Orange Grove Project to the Commission during the public comment period of the evidentiary hearing. DFI therefore does not need to intervene in order to voice its concerns. DFI has also requested the ability to

supplement the information contained in its December 18, 2008 letter brief to the Commission. DFI can supplement this information through the public comment process. It need not become a formal intervenor to continue to inform the Commission of its concerns.

III. Conclusion

The owners of record during the Orange Grove Project proceedings have received ample notice of the proceedings in this case. The notice requirements were fully satisfied when the project was originally filed under the SPPE process, and again when the project was re-filed under the Commission's standard site certification process. This notice involved several mailings, signs present on the project site along Pala Del Norte Road, publication and distribution of the AFC, publication of notices in newspapers, discussions between Applicant and the owners of record of the parcels in question (or their employees), and even messages regarding the project sent to DFI itself as early as December of 2007.

The Commission has shown great dedication to processing the application for the Orange Grove Project on an expedited schedule, while retaining the transparency and public participation that is essential to a full and fair review. DFI had ample opportunity to participate in these proceedings as an intervenor since their inception, but instead it chose to wait to file its Petition for Intervention until three days before the evidentiary hearings begin. DFI still has the opportunity to raise its concerns during the public comment period of the evidentiary hearing. The Commission should not allow DFI to intervene this late in the process, after the deadline for intervention has run, when DFI has long had notice of these proceedings. The Commission should deny DFI's Petition for Intervention.

DATED: December 19, 2008

DOWNEY BRAND LLP

By: _____
Jane E. Luckhardt



BEFORE THE ENERGY RESOURCES CONSERVATION AND DEVELOPMENT
COMMISSION OF THE STATE OF CALIFORNIA
1516 NINTH STREET, SACRAMENTO, CA 95814
1-800-822-6228 – WWW.ENERGY.CA.GOV

**APPLICATION FOR CERTIFICATION
ORANGE GROVE POWER
PLANT PROJECT**

**DOCKET NO. 08-AFC -4
PROOF OF SERVICE
Revised 10/27/08**

INSTRUCTIONS: All parties shall either (1) send an original signed document plus 12 copies or (2) mail one original signed copy AND e-mail the document to the address for the Docket as shown below, AND (3) all parties shall also send a printed or electronic copy of the document, which includes a proof of service declaration to each of the individuals on the proof of service list shown below:

CALIFORNIA ENERGY COMMISSION
Attn: Docket No. 08-AFC-4
1516 Ninth Street, MS-15
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docket@energy.state.ca.us

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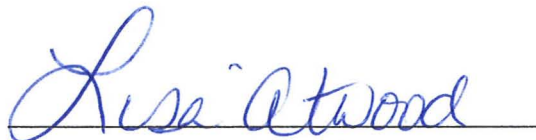
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DECLARATION OF SERVICE

I, Lisa Atwood, declare that on December 31, 2008, I deposited copies of the attached **Appeal of Denial of Petition for Intervention** and **Memorandum of Points and Authorities in Support of Appeal of Denial of Petition for Intervention** in the United State mail at San Diego, California, with first-class postage thereon fully prepaid and addressed to those identified on the Proof of Service list above.

OR

Transmission via electronic mail was consistent with the requirements of California Code of Regulations, title 20, sections 1209, 1209.5, and 1210. All electronic copies were sent to all those identified on the Proof of Service list above.



Lisa Atwood

Attachments