

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trustee's Deeds Upon Sale		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Winchester Properties, LLC		05/21/2008	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Winchester REO, LLC, c/o Wells Fargo Bank, N.A.		
Street Address:	16th Floor, NC0145		
Internal Address:	301 South College Street		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28288-0166		
Entity Type:	LIMITED LIABILITY COMPANY: NORTH CAROLINA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2885625	MAN AND NATURE ON THE SAME COURSE	
Registration Number:	2501522		
CORRESPONDENCE DATA			
Fax Number:	(704)353-3698		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	7043317410		
Email:	donna.millard@klgates.com, susan.jackson@klgates.com		
Correspondent Name:	Susan S. Jackson		
Address Line 1:	214 N Tryon St, Hearst Tower 47th Floor		
Address Line 2:	K & L Gates LLP		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	2817366300158WELLSFARGO		
NAME OF SUBMITTER:	Susan S. Jackson		

OP \$65.00 2885625

900179062

**TRADEMARK
 REEL: 004435 FRAME: 0579**

Signature:

/ Susan S. Jackson /

Date:

12/17/2010

Total Attachments: 29

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[RECORDING REQUESTED BY:]
Stewart Title of California, Inc.

[WHEN RECORDED MAIL TO
AND MAIL TAX STATEMENTS TO:]
Winchester REO, LLC
C/O Miller Starr Regalia
1331 N. California Blvd. 5th Floor
Walnut Creek, CA 94596
Attn: Karl E. Geier, Esq

This is certified to be a true and accurate
copy of that certain instrument recorded

01103 as instrument No 2008-45659
in Placer County.

#360

(Space above this line for recorder's use only)

Trustee Sale#: CA0214107B Loan#: WINCHESTER PROPERTIES Title Order#: 00800416

TRUSTEE'S DEED UPON SALE

The undersigned grantor declares:

- 1) The Grantee herein WAS the foreclosing beneficiary.
- 2) The amount of the unpaid debt together with costs was \$66,767,822.99
- 3) The amount paid by the grantee at the trustee sale was \$17,000,000
- 4) The documentary transfer tax is \$0.00
- 5) Said property is in the city of MEADOW VISTA
- 6) APN # 058-060-008, 058-060-012, 058-060-016, 058-060-016, 058-060-012, 058-060-014, 058-060-015, 058-060-016, 058-060-018, 058-060-019, 058-060-024, 058-060-031, 058-060-032, 058-060-033, 058-060-040, 058-060-044 through 050, 058-060-053 through 057; 058-070-002, 058-070-003, 058-070-007, 058-070-011 through 017, 058-070-019 through 022, 058-080-002, 058-080-010 through 016, 058-060-019 through 033; 058-100-004 through 018; 058-110-001 through 017; 058-090-001 through 034; 058-100-001 through 003, 058-100-019 through 021.

and STEWART TITLE OF CALIFORNIA, INC (herein called Trustee), as the duly appointed Trustee under the Deed of Trust hereinafter described, does hereby grant and convey, but without covenant or warranty, express or implied, to WINCHESTER REO, LLC, A NORTH CAROLINA LIMITED LIABILITY COMPANY (herein called Grantee), all of its right, title and interest in and to that certain property situated in the County of Placer, State of California, described as follows:

THAT CERTAIN REAL PROPERTY, THE ASSESSOR'S PARCEL NUMBERS AND LEGAL DESCRIPTION OF WHICH ARE ATTACHED AS EXHIBIT "A" HERETO AND MADE A PART OF HEREOF;

TOGETHER WITH ALL ASSETS SOLD WITH THE REAL PROPERTY IN THE UNIFIED SALE AS SUCH ASSETS ARE DESCRIBED IN EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEROF, (WHICH IS THE UCC-1 FINANCING STATEMENT WITH ATTACHMENTS DESCRIBING THE COLLATERAL).

AND EXCEPTING THEREFROM LOTS 241-246, INCLUSIVE, 252, 260 273, 274, AND 286 OF OF TRACT 876 AND LOTS 302, 305, 306, 307, 309, 310, 311, 319 AND 324 OF TRACT 943 (FORMERLY TRACT 886), WHICH LOTS WERE PREVIOUSLY RELEASED FROM THE DEED OF TRUST REFRENCED BELOW PRIOR TO THE TRUSTEE'S SALE.

RECITALS:

This conveyance is made pursuant to the powers conferred upon Trustee by that certain Deed of Trust dated 10/17/2005 and executed by WINCHESTER PROPERTIES, as Trustor, and Recorded on 10/21/2005 as Document No. 2005-0141561 of official records of Placer County, California, and after fulfillment of the conditions specified in said Deed of Trust authorizing this conveyance.

Default occurred as set forth in a Notice of Default and Election to Sell which was recorded in the Office of the Recorder of said County, and such default still existed at the time of sale.

All requirements of law regarding the mailing of copies of notices or the publication of a copy of the Notice of Default or the personal delivery of the copy of the Notice of Default and the posting and publication of copies of the Notice of a Sale have been complied with.

Trustee, in compliance with said Notice of Trustee's Sale and in exercise of its powers under said Deed of Trust, sold the herein described property at public auction on 05/21/2008. Grantee, being the highest bidder at said sale, became the purchaser of said property for the amount bid being \$17,000,000 in lawful money of the United States, or by credit bid if the Grantee was the beneficiary of said Deed of Trust at the time of said Trustee's Sale.

DATED: 05/21/2008

STEWART TITLE of CALIFORNIA, Inc , A California Corporation

Nick Pappas
By: Nick Pappas, ~~President~~ **EVP**

STATE OF California

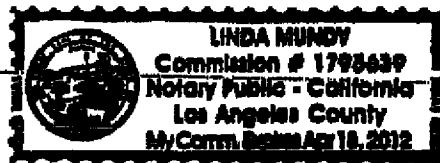
COUNTY OF Los Angeles

On 05/21/2008 before me, LINDA MUNDY, a notary public, personally appeared NICK PAPPAS 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.

Linda Mundy
Notary Public in and for said County and State



"EXHIBIT A"

PARCEL ONE:

Lots 180, 184, 187 and 188, as shown on the Subdivision Map of "Winchester Phase II", Tract No. 869, filed December 7, 2000, in Book "W" of Maps, at Page 96, in the Office of the County Recorder, Placer County, California, and as modified by Certificate of Correction, recorded March 12, 2001, in Series No. 2001-020351, Official Records of Placer County. APN: 058-050-008, 058-050-012, 058-050-015, 058-050-016

PARCEL TWO:

Lots 247, 249 through 251 inclusive, 253, 254, 259, 266, 267, 268, 275, 279 through 285 inclusive and 288 through 292 inclusive, as shown on the Subdivision Map of "Winchester Phase III", Tract No. 876, filed December 19, 2001, in Book "X" of Maps, at Page 89, in the Office of the County Recorder, Placer County, California,

APN: 058-050-012, 014, 015, 016, 018, 019, 024, 031, 032, 033, 040 058-050-044 through 050 058-050-053 through 057

PARCEL THREE:

Lots 293 through 301 inclusive, 303, 304, 308, 312 through 318 inclusive, 320 through 323 inclusive and 325 through 338 inclusive, as shown on the Subdivision Map of "Final Map Tract No. 943, Winchester Phase IV", filed October 12, 2006 in Book "BB" of Maps, at Page 36, in the Office of the County Recorder, Placer County, California,

Said Lots being formerly shown on the Map of Tract No. 886, "Winchester Phase IV", filed June 20, 2003, in Book "Z" of Maps, at Page 3, in the Office of the County Recorder, Placer County, California. APN: 058-070-002, 003, 007, 011 through 017, 019 through 022 058-080-002, 010 through 016, 019 through 033

PARCEL FOUR:

Lots 354 through 356 inclusive, 357A, 357B and 358 through 384 inclusive, as shown on the Subdivision Map of "Final Map Tract No. 944, Winchester Phase V", filed October 12, 2006 in Book "BB" of Maps, at Page 37, in the Office of the County Recorder, Placer County, California, said lots being formerly shown on

CA0214107B
Exhibit "A"
Page 1

TRADEMARK

REEL: 004435 FRAME: 0583

"EXHIBIT A CONTINUED"

Policy No.: 2527-42238
ORDER NUMBER: 00800416

the Map of Tract No. 886, "Winchester Phase IV", filed June 20, 2003, in Book "Z" of Maps, at Page 3, in the Office of the County Recorder, Placer County, California. APN: 058-100-004 through 018 058-110-001 through 017

PARCEL FIVE:

Lots 339 through 353 inclusive and 385 through 409 inclusive, as shown on the Subdivision Map of "Final Map Tract No. 945, Winchester Phase VI", filed October 12, 2006 in Book "BB" of Maps, at Page 38, in the Office of the County Recorder, Placer County, California. Said Lots being formerly shown on the Map of Tract No. 886, "Winchester Phase IV", filed June 20, 2003, in Book "Z" of Maps, at Page 3, in the Office of the County Recorder, Placer County, California. APN: 058-090-001 through 034 058-100-001 through 003, 019 through 021

NOTE: WHEN REFERRING TO SAID LAND, PLEASE USE THE LEGAL DESCRIPTION AS SET FORTH HEREINABOVE.

End of Legal Description

CA0214107B
Exhibit "A"
Page 2

TRADEMARK

REEL: 004435 FRAME: 0584

EXHIBIT "B"

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

DEPARTMENT OF STATE
U.C.C. FILING SECTION
FILED 08:00 AM 10/25/2005
INITIAL FILING NUM: 5396759 7
AMENDMENT NUMBER: 000000
SER: 050870559

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Miller, Starr & Regalia
Attn: Karl Geler, Esq.
1331 N. California Blvd., 5th Floor
Walnut Creek, CA 94596

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - (Insert only one debtor name (1a or 1b) - do not abbreviate or modify names)

1a. ORGANIZATION'S NAME
WINCHESTER PROPERTIES, L.L.C.

OR

1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

3286 PFEFFERLEIN ROAD RANCHO CORDOVA CA 95742 USA

1d. TAX ID #, SSN OR EIN ADL INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION 1f. JURISDICTION OF ORGANIZATION 1g. ORGANIZATIONAL ID #, if any

94-3311437 Debtor L.L.C. DELAWARE 199601610026 NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - (Insert only one debtor name (2a or 2b) - do not abbreviate or modify names)

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

2d. TAX ID #, SSN OR EIN ADL INFO RE ORGANIZATION DEBTOR 2e. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION 2g. ORGANIZATIONAL ID #, if any

NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNOR of ASSIGNOR OR) - (Insert only one secured party name (3a or 3b))

3a. ORGANIZATION'S NAME
WACHOVIA BANK, NATIONAL ASSOCIATION, in its capacity as Agent for the Lenders under the certain Acquisition and Development Loan Agreement dated as of October 18, 2005.

OR

3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

301 SOUTH COLLEGE STREET CHARLOTTE NC 28281 USA

4. The FINANCING STATEMENT covers the following collateral:

A) ALL ASSETS NOW OWNED OR HEREAFTER ACQUIRED BY DEBTOR, INCLUDING WITHOUT LIMITATION, THE COLLATERAL REFERRED TO IN EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE.

B) ALL ASSETS NOW OWNED OR HEREAFTER ACQUIRED BY DEBTOR AND NOW OR HEREAFTER LOCATED ON, INSTALLED IN, PLACED UPON OR ABOUT, AFFIXED OR ATTACHED TO, BENEFITTING, DERIVED FROM, RELATED TO OR ARISING IN CONNECTION WITH THAT CERTAIN REAL PROPERTY DESCRIBED ON EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE, INCLUDING WITHOUT LIMITATION, THE COLLATERAL REFERRED TO IN EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE.

5. ALTERNATIVE DESIGNATION (if applicable) LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER AGENT NON-UCC FILING

6. ESTATE RECORDS Attach Addendum (if applicable) 7. Check to REQUEST SEARCH REPORT (R) on D-100-(*) (ADDITIONAL FEE) (if applicable) All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA

"EXHIBIT B continued"

DEBTOR: WINCHESTER PROPERTIES, L.L.C.

EXHIBIT "A"

DESCRIPTION OF COLLATERAL

(Attached to that certain UCC-1 Financing Statement, executed by WINCHESTER PROPERTIES, L.L.C., a Delaware limited liability company ("Debtor"), in favor of WACHOVIA BANK, NATIONAL ASSOCIATION, in its capacity as Agent for itself and such other secured parties ("Secured Party") and made a part hereof by this reference.)

The terms used in this Exhibit "A" shall have the same meanings given to them in the Deed of Trust and Fixture Filing, dated as of October 17, 2005, between Debtor and Secured Party (the "Deed of Trust").

All of Debtor's assets which relate to or comprise any part of the Trust Estate, including without limitation, "Account", "Cash proceeds", "Chattel paper", "Collateral", "Deposit account", "Electronic chattel paper", "Equipment", "Fixtures", "General intangibles", "Goods", "Instrument", "Inventory", "Investment property", "Letter-of-credit right", "Noncash proceeds", "Proceeds", and "Tangible chattel paper", as defined in the Commercial Code. Such assets include without limitation,

(a) All personal property (including, without limitation, all goods, supplies, equipment, furniture, furnishings, fixtures, machinery, inventory, and construction materials in which Debtor now or hereafter acquires an interest or right, which is now or hereafter located on or affixed to the Property or the Improvements or used or useful in the operation, use, or occupancy thereof or the construction of any Improvements thereon, together with any interest of Debtor in and to personal property which is leased or subject to any superior security interest, and all books, records, leases and other agreements, documents, and instruments of whatever kind or character, relating to the Property, Improvements, or such personal property;

(b) All fees, income, rents, issues, profits, earnings, receipts, royalties, and revenues which, after the date hereof and while any portion of the Obligations remains unpaid or unperformed, may accrue from such personal property or any part thereof or from the Property, the Improvements or any other part of the Trust Estate, or which may be received or receivable by Debtor from any hiring, using, letting, leasing, subhiring, subletting, subleasing, occupancy, operation, or use thereof;

(c) All of Debtor's present and future rights to receive payments of money, services, or property, including, without limitation, rights to all deposits from tenants of the Property or Improvements, rights to receive capital contributions or subscriptions from Debtor's partners or shareholders, amounts payable on account of the sale of partnership interests in Debtor or the capital stock of Debtor, accounts and other accounts receivable, deposit accounts, chattel paper, notes, drafts, contract rights, instruments, general intangibles, and principal, interest and payments due on account of goods sold or leased, services rendered, loans made or credit extended,

"EXHIBIT "B" continued "

DEBTOR: WINCHESTER PROPERTIES, L.L.C.

together with title to or interest in all agreements, documents, and instruments, evidencing, securing or guarantying the same;

(d) All other intangible property and rights relating to the Property, the Improvements, the personal property described in Paragraph (a) above or the operation, occupancy, or use thereof, including, without limitation, all governmental and non-governmental permits, licenses, and approvals relating to construction on or operation, occupancy, or use of the Property or Improvements, all names under or by which the Property or Improvements may at any time be operated or known, all rights to carry on business under any such names, or any variant thereof, all trade names and trademarks relating in any way to the Property or the Improvements, and all good will in any way relating to the Property or the Improvements;

(e) Debtor's rights under all insurance policies covering the Property, the Improvements, the Personal Property, and the other parts of the Trust Estate, and any and all proceeds, loss payments, and premium refunds payable regarding the same;

(f) All reserves, deferred payments, deposits, refunds, cost savings, and payments of any kind relating to the construction of any Improvements on the Property;

(g) All water stock relating to the Property;

(h) All causes of action, claims, compensation, and recoveries for any damage to, destruction of, or condemnation or taking of the Property, the Improvements, the Personal Property, or any other part of the Trust Estate, or for any conveyance in lieu thereof, whether direct or consequential, or for any damage or injury to the Property, the Improvements, the Personal Property, or any other part of the Trust Estate, or for any loss or diminution in value of the Property, the Improvements, the Personal Property, or any other part of the Trust Estate;

(i) All architectural, structural, mechanical, and engineering plans and specifications prepared for construction of Improvements or extraction of minerals or gravel from the Property and all studies, data, and drawings related thereto; and also all contracts and agreements of the Debtor relating to the aforesaid plans and specifications or to the aforesaid studies, data, and drawings or to the construction of Improvements on or extraction of minerals or gravel from the Property, including without limitation, (i) all development agreements, construction agreements, grading contracts, purchase agreements; and (ii) those plans and specifications, contracts and permits assigned to Secured Party pursuant to that certain Assignment of Plans and Specifications, Contracts and Permits dated as the same date as the Deed of Trust;

(j) All rights (but none of the obligations) of Debtor under any agreements affecting the Property, the Improvements, or the master planned community of which the Property and the Improvements are a part, whether now existing or hereafter arising, and any management agreement between Debtor and/or its authorized

"EXHIBIT "B" continued"

DEBTOR: WINCHESTER PROPERTIES, L.L.C.

representatives with a manager of the Property selected by the Debtor and/or its authorized representatives in connection with the management and development of the Property;

(k) All proceeds from sale or disposition of any of the aforesaid collateral;

(l) All Debtor's rights in proceeds of the loan evidenced by the Notes; and

(m) All of Debtor's "Deposit accounts" (as that term is defined by the California Commercial Code) maintained by Debtor at Secured Party's offices.

"EXHIBIT "B" CONTINUED"

DEBTOR: WINCHESTER PROPERTIES, L.L.C.

EXHIBIT "B"

DESCRIPTION OF REAL PROPERTY

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

PARCEL ONE:

Lots 180, 184, 187 and 188, as shown and delineated on the Map of "Winchester Phase II", Tract No. 869, filed December 7, 2000, in Book "W" of Maps, at Page 96, in the Office of the County Recorder, Placer County, California, and as modified by Certificate of Correction, recorded March 12, 2001, in Series No. 2001-020351, Official Records of Placer County.

APN: 058-050-008, 058-050-012, 058-050-015 and 058-050-016

PARCEL TWO:

Lots 241 through 247 inclusive, 249 through 254 inclusive, 259, 260, 266 through 268 inclusive, 273 through 275 inclusive, 279 through 286 inclusive, and 288 through 292 inclusive, as shown on the Plat of Winchester Phase III filed for record in Book X of Maps, at Page 89, Placer County.

APN: 058-060-006 through 019
058-060-024 through 025
058-060-031 through 033
058-060-038 through 040
058-060-044 through 051
058-060-053 through 057

PARCEL THREE:

Lots 293 through 356 inclusive, Lots 357A, 357B, and Lots 358 through 409, inclusive, as shown on the Subdivision Map of "Tract No. 886, Winchester Phase IV", filed for record on June 30, 2003, in Book Z of Maps, at Page 3, in the office of the Recorder, County of Placer, State of California.

APN: 058-110-001 through 017
058-100-001 through 021
058-070-001 through 023
058-080-002 through 024
058-090-001 through 034

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles }

On June 3, 2008 before me, Linda Mundy
Date Here Insert Name and Title of the Officer

personally appeared Nick Pappas
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.

Signature Linda Mundy
Signature of Notary Public

Place Notary Seal Above

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: _____

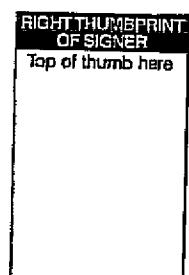
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



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: _____

TRADEMARK

[RECORDING REQUESTED BY:]
Stewart Title of California, Inc.

[WHEN RECORDED MAIL TO
AND MAIL TAX STATEMENTS TO:]
Winchester REO, LLC
C/O Miller Starr Regalia
1331 N. California Blvd. 5th Floor
Walnut Creek, CA 94596
Attn: Karl E. Geier, Esq

This is certified to be a true and accurate
copy of that certain instrument recorded

614108 as instrument No. 2008-45658
in Placer County.

#603-

[Space above this line for recorder's use only]

Trustee Sale#: CA0214106A Loan#: WINCHESTER COUNTRY CLUB Title Order#: 00800415

TRUSTEE'S DEED UPON SALE

The undersigned grantor declares:

- 1) The Grantee herein WAS the foreclosing beneficiary.
- 2) The amount of the unpaid debt together with costs was \$65,757,822.99
- 3) The amount paid by the grantee at the trustee sale was \$8,000,000.00
- 4) The documentary transfer tax is \$0.00
- 5) Said property is in the city of MEADOW VISTA
- 6) APN # 058-010-004-000; 058-010-008-000; 058-010-021-000, 058-020-061-000; 058-020-064-000; 058-030-037-000; 058-030-038-000; 058-043-018-000

and STEWART TITLE OF CALIFORNIA, INC., a California Corporation (herein called Trustee), as the duly appointed Trustee under the Deed of Trust hereinafter described, does hereby grant and convey, but without covenant or warranty, express or implied, to WINCHESTER REO, LLC, A NORTH CAROLINA LIMITED LIABILITY COMPANY (herein called Grantee), all of its right, title and interest in and to that certain property situated in the County of Placer, State of California, described as follows:

THAT CERTAIN REAL PROPERTY, THE LEGAL DESCRIPTION OF WHICH IS ATTACHED AS EXHIBIT "A" HERETO AND MADE A PART HEREOF;

TOGETHER WITH ALL ASSETS SOLD WITH THE REAL PROPERTY IN THE UNIFIED SALE AS SUCH ASSETS ARE DESCRIBED IN EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF (WHICH IS THE UCC-1 FINANCING STATEMENT WITH ATTACHMENTS DESCRIBING THE COLLATERAL).

RECITALS:

This conveyance is made pursuant to the powers conferred upon Trustee by that certain Deed of Trust dated 10/17/2005 and executed by WINCHESTER COUNTRY CLUB LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, as Trustor, and Recorded on 10/21/2005 as Document No. 2005-0141560 of official records of Placer County, California, and after fulfillment of the conditions specified in said Deed of Trust authorizing this conveyance.

Default occurred as set forth in a Notice of Default and Election to Sell which was recorded in the Office of the Recorder of said County, and such default still existed at the time of sale.

TRADEMARK

REEL: 004435 FRAME: 0591

Trustee, in compliance with said Notice of Trustee's Sale and in exercise of its powers under said Deed of Trust, sold the herein described property at public auction on 05/21/2008. Grantee, being the highest bidder at said sale, became the purchaser of said property for the amount bid being \$8,000,000.00 in lawful money of the United States, or by credit bid if the Grantee was the beneficiary of said Deed of Trust at the time of said Trustee's Sale.

DATED: 05/21/2008

STEWART TITLE of CALIFORNIA, a California Corporation

Nick Pappas
By: Nick Pappas, ~~President~~ EVP

STATE OF California

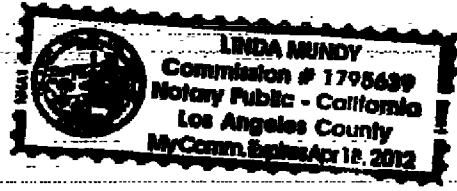
COUNTY OF Orange

On 05/21/2008 before me, Linda Mundy, a notary public, personally appeared NICK PAPPAS 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.

Linda Mundy
Notary Public In and for said County and State



"EXHIBIT A"

PARCEL ONE:

Lots A, B, D, G and AD, as shown and designated on the Plat of "Winchester Phase-1", filed for record in the office of the Placer County Recorder, on January 15, 1999, in Book "V" of Maps, at Page 25, Official Records of Placer County.

PARCEL TWO-A:

Lot C, as shown and designated on the Plat of "Winchester Phase-1", filed for record in the Office of the Placer County Recorder, on January 15, 1999, in Book "V" of Maps, at Page 25, Official Records of Placer County.

PARCEL TWO-B:

~~A portion of the tract of land shown and designated as lot AG on the Plat of "Winchester Phase 1", filed Book V of Maps, Page 25, Placer County Records, located in Section 13, Township 13 North, Range 8 East, M.D.M., Placer County, California.~~

Beginning at a point on the Westerly line of the above-described Lot AG and from said point a 3 inch diameter capped iron pipe stamped 'L.S. 3639' marking the center quarter corner of the above described Section 13 bears the following three (3) consecutive courses and distances: (1) South 51° 37' 06" East for a distance of 520.20 feet; (2) South 00° 46' 41" West for a distance of 58.70 feet; and (3) North 89° 32' 59" East for a distance of 138.72 feet; thence from the point of beginning North 07° 57' 00" East along said Westerly line for a distance of 77.12 feet; thence leaving said Westerly line South 40° 26' 47" East for a distance of 15.75 feet; thence South 74° 51' 19" East for a distance of 44.40 feet; thence South 10° 27' 05" West for a distance of 53.76 feet; thence North 84° 42' 53" West for a distance of 38.88 feet; thence South 77° 04' 01" West for a distance of 15.68 feet to the point of beginning.

PARCEL THREE:

Lot E as shown and designated on the Plat of "Winchester Phase-1" filed for record in the office of the Placer County Recorder, on January 15, 1999, in Book "V" of Maps, at Page 25, Official Records of Placer County.

EXCEPTING THEREFROM all those portions of said LOT E described

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REEL: 004435 FRAME: 0593

in the following six parcels:

EXCEPTION PARCEL ONE:

Beginning at a three quarter inch diameter capped iron pin stamped L.S. 6021 marking the Easterly most corner of the tract of land shown and designated as Lot 219 on the Plat of Winchester Phase II filed in Book W of Maps, at Page 96, Placer County Records; thence from the point of beginning North 68° 47' 09" West along the Northerly line of said Lot 219 for a distance of 288.01 feet; thence leaving said Northerly line North 21° 12' 51" East for a distance of 50.00 feet; thence South 58° 56' 14" East for a distance of 292.32 feet to the point of beginning.

EXCEPTION PARCEL TWO

Beginning at the Northwesterly corner of the tract of land to be described hereby, and from said point to a three quarter inch diameter capped iron pin stamped L.S. 6596 marking the Northwesterly corner of the tract of land shown and designated as Lot 220 on the plat of Winchester Phase II, filed in Book of Maps, at Page 96, Placer County Records bears the following two consecutive courses and distances: (1) South 21° 12' 51" West for a distance of 50.00 feet to a point on the Northerly line of the tract of land shown and designated as Lot 221 on said Plat of Winchester Phase II; and (2) South 68° 47' 09" East along said Northerly line of a distance of 22.00 feet; thence from the point of beginning South 68° 47' 09" East for a distance of 180.03 feet; thence South 21° 12' 51" West for a distance of 50.00 feet to a point on the Northerly line of the tract of land shown and designated as Lot 219 on said plat of Winchester Phase II; thence North 68° 47' 09" West along the Northerly lines of said Lots 219, 220 and 221 for a distance of 180.03 feet; thence North 21° 12' 51" East for a distance of 50.00 feet to the point of beginning.

EXCEPTION PARCEL THREE:

Beginning at a three quarter inch diameter capped iron pin stamped L.S. 6021 marking the Northwesterly corner of the tract of land shown and designated as Lot 222 on the Plat of Winchester Phase II filed in Book W of Maps, at Page 96, Placer County Records; thence from the point of beginning North 04° 52' 58" East for a distance of 70.00 feet; thence South 70° 10' 07" East for a distance of 446.05 feet; thence South 27° 58' 47" West for a distance of 70.00 feet to a point on the Northerly line of said Lot 222; thence North 79° 32' 36" West along said Northerly line for a distance of 418.17 feet to the

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REEL: 004435 FRAME: 0594

point of beginning.

EXCEPTION PARCEL FOUR:

Beginning at the Northwesterly corner of the tract of land to be described hereby, and from said point a three quarter inch diameter capped iron pin stamped L.S. 6596 marking the Northwesterly corner of the tract of land shown and designated as Lot 221 on the plat of Winchester Phase 11 filed in Book W of Maps, at Page 96, Placer County Records bears the following two consecutive courses and distance: (1) South 27° 58' 47" West for feet to a point on the Northerly line of the tract of land shown and designated as Lot 222 on said Plat of Winchester Phase II; and (2) South 79° 32' 36" West along said Northerly line for a distance of 11.00 feet;

Thence from the point of beginning South 74° 35' 51" East for a distance of 194.30 feet; thence South 68° 47' 09" East for a distance of 42.74 feet; thence South 21° 12' 51" West for a distance of 50.00 feet to a point on the Northerly line of said Lot 221; thence along said Northerly line the following three (3) consecutive courses and distances: (1) North 68° 47' 09" West for a distance of 38.03 feet; (2) North 79° 32' 36" West for a distance of 198.94 feet to the Northwest corner of said Lot 221; and (3) North 79° 32' 36" West along the Northerly line of said Lot 222 for a distance of 11.00 feet; thence leaving said Northerly line North 27° 58' 47" East for a distance of 70.00 feet to the point of beginning.

EXCEPTION PARCEL FIVE:

Beginning at the Northerly most corner of the tract of land to be described hereby, a point on the Westerly line of the above described Lot "E" at the Northerly terminus of the course shown as North 51° 41' 02" West 431.65 feet, and from said point a three quarter inch diameter iron pin with a plastic cap stamped 'LS 5021' marking the Northerly most corner of the above described Lot "E" bears North 13° 02' 26" East for a distance of 305.60 feet; thence from the point of beginning, leaving said Westerly line South 56° 18' 48" East for a distance of 433.64 feet; thence South 44° 20' 33" East for a distance of 602.37 feet; thence South 69° 10' 34" West for a distance of 100.00 feet to a point on the Westerly line of said Lot "E"; thence along said Westerly line for the following two consecutive courses and distances: (1) North 38° 31' 31" West for a distance of 561.45 feet; and (2) North 51° 41' 02" West for a distance of 431.65 feet to a point of beginning.

EXCEPTION PARCEL SIX:

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Beginning at a point on the Southerly line of the above described Lot "E", at a point coincident with the Northwest corner of the tract of land shown and designated as Lot 222 on the plat of Winchester Phase II filed in Book W of Maps, at Page 96, Placer County Records, marked by a three quarter inch diameter capped iron pin stamped L.S.6021; thence from the point of beginning North 26° 28' 37" West along said Southerly line for a distance of 157.11 feet; thence leaving said Southerly line South 46° 59' 42" East for a distance of 103.93 feet; thence South 04° 52' 58" West for a distance of 70.00 feet to the point of beginning.

PARCEL FOUR-A:

Lot F, as shown and delineated on the Plat of "Winchester Phase I", filed for record in the office of the Placer County Recorder, on January 15, 1999, in Book "V" of Maps, at Page 25, Official Records of Placer County.

~~Excepting Therefrom all those portions of said Lot F as described in the following two parcels:~~

EXCEPTION PARCEL ONE: (Area A)

Beginning at an angle point on the Northerly line of the above described Lot F at the Southerly terminus of the course shown as North 32° 18' 41" East 583.95 feet, and from said point a drill steel tagged R.C.E. 18447 marking the North one-quarter corner of the Above described Section 11 bears the following two consecutive courses and distances: (1) North 32° 18' 41" East along said Northerly line for a distance of 583.95 feet; and (2) North 79° 43' 39" East for a distance of 411.38 feet; thence from the point of beginning along the Westerly and Northerly lines of said Lot F the following two (2) consecutive courses and distances: (1) North 32° 18' 41" East for a distance of 583.95 feet; and (2) along the arc of a non-tangent curve to the right having a radius of 300.00 feet, a central angle of 23° 24' 49", a length of 122.59 feet and a chord bearing South 75° 27' 33" East for a distance of 121.74 feet; thence leaving said Northerly line, South 42° 53' 04" West for a distance of 631.83 feet to the point of beginning.

EXCEPTION PARCEL TWO: (Area B)

Beginning at an angle point on the Easterly line of the above described Lot F at the Southerly terminus of the course shown as North 35° 46' 07" East 570.24 feet, and from said point a drill steel tagged R.C.E. 18447 marking the North one-quarter corner of the above described Section 11 bears the following

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REEL: 004435 FRAME: 0596

two consecutive courses and distances: (1) North 35° 46' 07" East along said Easterly line for a distance of 570.24 feet; and (2) North 17° 41' 46" East for a distance of 393.55 feet; thence from the point of beginning, leaving said Easterly line North 26° 45' 34" East for a distance of 670.28 feet to a point on the Northerly line of said Lot F; thence, along said Northerly line, along the arc of a non-tangent curve to the right, having a radius of 300.00 feet, a central angle of 26° 52' 25", a length of 140.71 feet and a chord bearing South 13° 04' 02" East for a distance of 139.42 feet to an angle point on the Easterly line of said Lot F; thence South 35° 46' 07" West along said Easterly line for a distance of 570.24 feet to the point of beginning.

PARCEL FOUR-B:

A portion of the tract of land shown and designated as Lot AA on the plat of Winchester Phase-1, filed in Book V of Maps, at Page 25, Placer County Records, located in Section 11, Township 13 North, Range 8 East, Placer County, California.

Beginning at an angle point on the West line of said Lot AA, a point on the Westerly line of the above described Section 11, and from said point a 2 inch diameter capped iron pipe stamped L.S. 3062 marking the Northwest corner of said Section 11 bears North 00° 58' 50" West for a distance of 1496.40 feet; thence from the point of beginning along the Northerly line of said Lot AA, being coincident with the Southerly line of Lot F as described in the above Area A and Area B, the following three (3) consecutive courses and distances: (1) North 88° 10' 42" East for a distance of 286.40 feet; (2) South 86° 07' 02" East for a distance of 319.96 feet; and (3) South 60° 16' 19" East for a distance of 573.18 feet; thence leaving said Northerly line North 87° 22' 23" West for a distance of 1105.20 feet to a point on the Westerly line of said Section 11; thence North 00° 58' 50" West along said Westerly line for a distance of 237.44 feet to the point of beginning.

PARCEL FIVE:

An exclusive easement for golf cart paths, and a non-exclusive easement for access to golf course, over spray, drainage and golf ball intrusion, maintenance, landscaping, signs and tournaments on over and across that certain property described in Grant Deed to Winchester Community Association, a California Non-profit Mutual Benefit Corporation, recorded January 15, 1999, in Series No. 99-0003822, Official Records.

PARCEL SIX:

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non-exclusive easement for a lake and water pipeline, subject to the terms conditions and provisions as set forth in instrument entitled "Lake Easement Agreement", the location of said easement being set forth on a Map attached to the above referred to instrument, recorded April 23, 1999, in Series No. 19-0036090, Official Records.

PARCEL SEVEN:

An easement for multipurpose trail purposes for pedestrians, golf carts and golf related equipment ingress and egress, on, over and across that certain property described in "Multipurpose Trail Easement", executed by Winchester Properties, LLC, recorded December 19, 2001, in Series No. 2001-0137103, Official Records.

PARCEL EIGHT:

A non-exclusive easement for golf course purpose on, over and across that certain property described in Grant Deed to Michael G. Inkster and Karen L. Inkster, husband and wife, recorded March 14, 2002, in Series No. 2002-0028427, Official Records.

End of Legal Description

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Page 6

TRADEMARK

REEL: 004435 FRAME: 0598

EXHIBIT "B"

FINANCING STATEMENT

PLEASE FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)
 CAL TITLE-SEARCH, INC.
 916 448-1997

B. SEND ACKNOWLEDGMENT TO: (Name and Address)
 CAL TITLE-SEARCH, INC.
 1005 12th ST., STE E
 SACRAMENTO, CA 95814
 USA

DOCUMENT NUMBER: 5587130002
 FILING NUMBER: 05-7047447543
 FILING DATE: 11/03/2005 08:34
 IMAGE GENERATED ELECTRONICALLY FOR WEB FILING
 THE ABOVE SPACE IS FOR CA FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names

OR	1a. ORGANIZATION'S NAME WINCHESTER COUNTRY CLUB LLC					
	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS 3286 FITZGERALD ROAD		CITY RANCHO CONDOVA		STATE CA	POSTAL CODE 95742	COUNTRY USA
1d. SEE INSTRUCTIONS	ADD'L DEBTOR INFO	1e. TYPE OF ORGANIZATION LLC	1f. JURISDICTION OF ORGANIZATION CA	1g. ORGANIZATIONAL ID#, if any 1999221 10080		<input type="checkbox"/> NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names

OR	2a. ORGANIZATION'S NAME					
	2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
2c. MAILING ADDRESS		CITY		STATE	POSTAL CODE	COUNTRY
2d. SEE INSTRUCTIONS	ADD'L DEBTOR INFO	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID#, if any		<input type="checkbox"/> NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - Insert only one secured party name (3a or 3b)

OR	3a. ORGANIZATION'S NAME WACHOVIA BANK, NATIONAL ASSOCIATION, in its capacity as Agent for the Lenders under that certain Acquisition and Development Loan Agreement dated as of October 10, 2005					
	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS 201 SOUTH COLLEGE STREET		CITY CHARLOTTE		STATE NC	POSTAL CODE 28288	COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

See Attachment(s)

5. ALT DESIGNATION: <input type="checkbox"/> LESSEE/LESSOR <input type="checkbox"/> CONSIGNEE/CONSIGNOR <input type="checkbox"/> BAILEE/BAILOR <input type="checkbox"/> SELLER/BUYER <input type="checkbox"/> JAG. LIEN <input type="checkbox"/> NON-UCC FILING	
6. This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS (Attach Addendum if applicable)	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (ADDITIONAL FEE) [optional] <input type="checkbox"/> All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2

B. OPTIONAL FILER REFERENCE DATA

FILING OFFICE COPY

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 Exhibit "B"
 Page 1

TRADEMARK

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ATTACHMENT

SECTION 4:

- A) ALL ASSETS NOW OWNED OR HEREAFTER ACQUIRED BY DEBTOR, INCLUDING WITHOUT LIMITATION, THE COLLATERAL REFERRED TO ON EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE.
- B) ALL ASSETS OWNED OR HEREAFTER ACQUIRED BY DEBTOR AND NOW OR HEREAFTER LOCATED ON, INSTALLED IN, PLACED UPON OR ABOUT, AFFIXED OR ATTACHED TO, BENEFITTING, DERIVED FROM, RELATED TO OR ARISING IN CONNECTION WITH THAT CERTAIN REAL PROPERTY DESCRIBED ON EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE, INCLUDING WITHOUT LIMITATION, THE COLLATERAL REFERRED TO IN EXHIBIT 'A' ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE.

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EXHIBIT "B"

Debtor: WINCHESTER COUNTRY CLUB LLC

EXHIBIT "A"

DESCRIPTION OF COLLATERAL

(Attached to that certain UCC-1 Financing Statement, executed by WINCHESTER COUNTY CLUB LLC, a California limited liability company ("Debtor"), in favor of WACHOVIA BANK, NATIONAL ASSOCIATION, in its capacity as Agent for itself and such other secured parties ("Secured Party") and made a part hereof by this reference.)

The terms used in this Exhibit "A" shall have the same meanings given to them in the Deed of Trust and Fixture Filing, dated as of October 17, 2005, between Debtor and Secured Party (the "Deed of Trust").

All of Debtor's assets which relate to or comprise any part of the Trust Estate, including without limitation, "Account", "Cash proceeds", "Chattel paper", "Collateral", "Deposit account", "Electronic chattel paper", "Equipment", "Fixtures", "General intangibles", "Goods", "Instrument", "Inventory", "Investment property", "Letter-of-credit right", "Noncash proceeds", "Proceeds", and "Tangible chattel paper", as defined in the Commercial Code. Such assets include without limitation,

(a) All personal property (including, without limitation, all goods, supplies, equipment, furniture, furnishings, fixtures, machinery, inventory, and construction materials in which Debtor now or hereafter acquires an interest or right, which is now or hereafter located on or affixed to the Property or the Improvements or used or useful in the operation, use, or occupancy thereof or the construction of any Improvements thereon, together with any interest of Debtor in and to personal property which is leased or subject to any superior security interest, and all books, records, leases and other agreements, documents, and instruments of whatever kind or character, relating to the Property, Improvements, or such personal property;

(b) All fees, income, rents, issues, profits, earnings, receipts, royalties, and revenues which, after the date hereof and while any portion of the Obligations remains unpaid or unperformed, may accrue from such personal property or any part thereof or from the Property, the Improvements or any other part of the Trust Estate, or which may be received or receivable by Debtor from any hiring, using, letting, leasing, subhiring, subletting, subleasing, occupancy, operation, or use thereof;

(c) All of Debtor's present and future rights to receive payments of money, services, or property, including, without limitation, rights to all deposits from tenants of the Property or Improvements, rights to receive capital contributions or subscriptions from Debtor's partners or shareholders, amounts payable on account of the sale of partnership interests in Debtor or the capital stock of Debtor, accounts and other accounts receivable, deposit accounts, chattel paper, notes, drafts, contract rights, instruments, general intangibles, and principal, interest and payments due on account of goods sold or leased, services rendered, loans made or credit extended,

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Exhibit "B"
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Debtor: WINCHESTER COUNTRY CLUB LLC

together with title to or interest in all agreements, documents, and instruments, evidencing, securing or guarantying the same;

(d) All other intangible property and rights relating to the Property, the Improvements, the personal property described in Paragraph (a) above or the operation, occupancy, or use thereof, including, without limitation, all governmental and non-governmental permits, licenses, and approvals relating to construction on or operation, occupancy, or use of the Property or Improvements, all names under or by which the Property or Improvements may at any time be operated or known, all rights to carry on business under any such names, or any variant thereof, all trade names and trademarks relating in any way to the Property or the Improvements, and all good will in any way relating to the Property or the Improvements;

(e) Debtor's rights under all insurance policies covering the Property, the Improvements, the Personal Property, and the other parts of the Trust Estate and any and all proceeds, loss payments, and premium refunds payable regarding the same;

(f) All reserves, deferred payments, deposits, refunds, cost savings, and payments of any kind relating to the construction of any Improvements on the Property;

(g) All water stock relating to the Property;

(h) All causes of action, claims, compensation, and recoveries for any damage to, destruction of, or condemnation or taking of the Property, the Improvements, the Personal Property, or any other part of the Trust Estate, or for any conveyance in lieu thereof, whether direct or consequential, or for any damage or injury to the Property, the Improvements, the Personal Property, or any other part of the Trust Estate, or for any loss or diminution in value of the Property, the Improvements, the Personal Property, or any other part of the Trust Estate;

(i) All architectural, structural, mechanical, and engineering plans and specifications prepared for construction of Improvements or extraction of minerals or gravel from the Property and all studies, data, and drawings related thereto; and also all contracts and agreements of the Debtor relating to the aforesaid plans and specifications or to the aforesaid studies, data, and drawings or to the construction of Improvements on or extraction of minerals or gravel from the Property, including without limitation, (i) all development agreements, construction agreements, grading contracts, purchase agreements; and (ii) those plans and specifications, contracts and permits assigned to Secured Party pursuant to that certain Assignment of Plans and Specifications, Contracts and Permits dated as the same date as the Deed of Trust;

(j) All rights (but none of the obligations) of Debtor under any agreements affecting the Property, the Improvements, or the master planned community of which the Property and the Improvements are a part, whether now existing or hereafter arising, and any management agreement between Debtor and/or its authorized

Debtor: WINCHESTER COUNTRY CLUB LLC

representatives with a manager of the Property selected by the Debtor and/or its authorized representatives in connection with the management and development of the Property;

(k) All proceeds from sale or disposition of any of the
aforesaid collateral;

(l) All Debtor's rights in proceeds of the loan evidenced by the
Notes; and

(m) All of Debtor's "Deposit accounts" (as that term is defined
by the California Commercial Code) maintained by Debtor at Secured Party's offices.

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Exhibit "B"
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TRADEMARK

REEL: 004435 FRAME: 0603

Debtor: WINCHESTER COUNTRY CLUB LLC

EXHIBIT "B"

DESCRIPTION OF REAL PROPERTY

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

PARCEL ONE:

Lots A, B, D, G and AD, as shown and designated on the Plat of "Winchester Phase-1", filed for record in the office of the Placer County Recorder, on January 15, 1999, in Book "V" of Maps, at Page 25, Official Records of Placer County.

PARCEL TWO-A:

Lot C, as shown and designated on the Plat of "Winchester Phase-1", filed for record in the Office of the Placer County Recorder, on January 15, 1999, in Book "V" of Maps, at Page 25, Official Records of Placer County.

PARCEL TWO-B:

A portion of the tract of land shown and designated as lot AG on the Plat of "Winchester Phase 1", filed Book V of Maps, Page 25, Placer County Records, located in Section 13, Township 13 North, Range 8 East, M.D.M., Placer County, California.

Beginning at a point on the Westerly line of the above-described Lot AG and from said point a 3 inch diameter capped iron pipe stamped "L.S. 3639" marking the center quarter corner of the above described Section 13 bears the following three (3) consecutive courses and distances: (1) South 61°37'06" East for a distance of 520.20 feet; (2) South 00°46'41" West for a distance of 58.70 feet; and (3) North 89°32'59" East for a distance of 138.72 feet; thence from the point of beginning North 07°57'00" East along said Westerly line for a distance of 77.12 feet; thence leaving said Westerly line South 40°26'47" East for a distance of 15.75 feet; thence South 74°51'19" East for a distance of 44.40 feet; thence South 10°27'05" West for a distance of 53.76 feet; thence North 84°42'53" West for a distance of 38.88 feet; thence South 77°04'01" West for a distance of 15.68 feet to the point of beginning.

PARCEL THREE:

Lot E as shown and designated on the Plat of "Winchester Phase-1" filed for record in the office of the Placer County Recorder, on January 15, 1999, in Book "V" of Maps, at Page 25, Official Records of Placer County.

EXCEPTING THEREFROM all those portions of said LOT E described in the following six parcels:

EXCEPTION PARCEL ONE:

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10014205

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TRADEMARK

REEL: 004435 FRAME: 0604

Debtor: WINCHESTER COUNTRY CLUB LLC

Beginning at a three quarter inch diameter capped iron pin stamped L.S. 6021 marking the Easterly most corner of the tract of land shown and designated as Lot 219 on the Plat of Winchester Phase II filed in Book W of Maps, at Page 96, Placer County Records; thence from the point of beginning North $68^{\circ}47'09''$ West along the Northerly line of said Lot 219 for a distance of 288.01 feet; thence leaving said Northerly line North $21^{\circ}12'51''$ East for a distance of 50.00 feet; thence South $58^{\circ}56'14''$ East for a distance of 292.32 feet to the point of beginning.

EXCEPTION PARCEL TWO:

Beginning at the Northwestern corner of the tract of land to be described hereby, and from said point to a three quarter inch diameter capped iron pin stamped L.S. 6596 marking the Northwestern corner of the tract of land shown and designated as Lot 220 on the plat of Winchester Phase II, filed in Book W of Maps, at Page 96, Placer County Records bears the following two consecutive courses and distances: (1) South $21^{\circ}12'51''$ West for a distance of 50.00 feet to a point on the Northerly line of the tract of land shown and designated as Lot 221 on said Plat of Winchester Phase II; and (2) South $68^{\circ}47'09''$ East along said Northerly line of a distance of 22.00 feet; thence from the point of beginning South $68^{\circ}47'09''$ East for a distance of 180.03 feet; thence South $21^{\circ}12'51''$ West for a distance of 50.00 feet to a point on the Northerly line of the tract of land shown and designated as Lot 219 on said plat of Winchester Phase II; thence North $68^{\circ}47'09''$ West along the Northerly lines of said Lots 219, 220 and 221 for a distance of 180.03 feet; thence North $21^{\circ}12'51''$ East for a distance of 50.00 feet to the point of beginning.

EXCEPTION PARCEL THREE:

Beginning at a three quarter inch diameter capped iron pin stamped L.S. 6021 marking the Northwestern corner of the tract of land shown and designated as Lot 222 on the Plat of Winchester Phase II filed in Book W of Maps, at Page 96, Placer County Records; thence from the point of beginning North $04^{\circ}52'58''$ East for a distance of 70.00 feet; thence South $70^{\circ}10'07''$ East for a distance of 446.05 feet; thence South $27^{\circ}58'47''$ West for a distance of 70.00 feet to a point on the Northerly line of said Lot 222; thence North $79^{\circ}32'36''$ West along said Northerly line for a distance of 418.17 feet to the point of beginning.

EXCEPTION PARCEL FOUR:

Beginning at the Northwestern corner of the tract of land to be described hereby, and from said point a three quarter inch diameter capped iron pin stamped L.S. 6596 marking the Northwestern corner of the tract of land shown and designated as Lot 221 on the plat of Winchester Phase II filed in Book W of Maps, at Page 96, Placer County Records bears the following two consecutive courses and distance: (1) South $27^{\circ}58'47''$ West for a distance of 70.00 feet to a point on the Northerly line of the tract of land shown and designated as Lot 222 on said Plat of Winchester Phase II; and (2) South $79^{\circ}32'36''$ West along said Northerly line for a distance of 11.00 feet;

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Thence from the point of beginning South $74^{\circ}35'51''$ East for a distance of 194.30 feet; thence South $68^{\circ}47'09''$ East for a distance of 42.74 feet; thence South $21^{\circ}12'51''$ West for a distance of 50.00 feet to a point on the Northerly line of said Lot 221; thence along said Northerly line the following three (3) consecutive courses and distances: (1) North $68^{\circ}47'09''$ West for a distance of 38.03 feet; (2) North $79^{\circ}32'36''$ West for a distance of 198.94 feet to the Northwest corner of said Lot 221; and (3) North $79^{\circ}32'36''$ West along the Northerly line of said Lot 222 for a distance of 11.00 feet; thence leaving said Northerly line North $27^{\circ}58'47''$ East for a distance of 70.00 feet to the point of beginning.

EXCEPTION PARCEL FIVE:

Beginning at the Northerly most corner of the tract of land to be described hereby, a point on the Westerly line of the above described Lot "E" at the Northerly terminus of the course shown as North $51^{\circ}41'02''$ West 431.65 feet, and from said point a three-quarter inch diameter iron pin with a plastic cap stamped 'LS 6021' marking the Northerly most corner of the above described Lot "E" bears North $13^{\circ}02'26''$ East for a distance of 305.60 feet; thence from the point of beginning, leaving said Westerly line South $56^{\circ}48'48''$ East for a distance of 433.64 feet; thence South $44^{\circ}20'33''$ East for a distance of 602.37 feet; thence South $69^{\circ}10'34''$ West for a distance of 100.00 feet to a point on the Westerly line of said Lot "E"; thence along said Westerly line for the following two consecutive courses and distances: (1) North $38^{\circ}31'31''$ West for a distance of 561.45 feet; and (2) North $51^{\circ}41'02''$ West for a distance of 431.65 feet to a point of beginning.

EXCEPTION PARCEL SIX:

Beginning at a point on the Southerly line of the above described Lot "E", a point coincident with the Northwest corner of the tract of land shown and designated as Lot 222 on the plat of Winchester Phase II filed in Book W of Maps, at Page 96, Placer County Records, marked by a three quarter inch diameter capped iron pin stamped L.S.6021; thence from the point of beginning North $26^{\circ}28'37''$ West along said Southerly line for a distance of 157.11 feet; thence leaving said Southerly line South $46^{\circ}59'42''$ East for a distance of 103.93 feet; thence South $04^{\circ}52'58''$ West for a distance of 70.00 feet to the point of beginning.

PARCEL FOUR-A:

Lot F, as shown and delineated on the Plat of "Winchester Phase I", filed for record in the office of the Placer County Recorder, on January 15, 1999, in Book "V" of Maps, at Page 25, Official Records of Placer County.

EXCEPTING THEREFROM all those portions of said Lot F as described in the following two parcels:

EXCEPTION PARCEL ONE: (Area A)

Beginning at an angle point on the Northerly line of the above described Lot F at the Southerly terminus of the course shown as North $32^{\circ}18'41''$ East 583.95 feet, and from said point a drill steel tagged R.C.E. 18447 marking the North one-quarter corner of the Above described Section 11 bears the following two consecutive courses and distances:

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(1) North $32^{\circ}18'41''$ East along said Northerly line for a distance of 583.95 feet; and (2) North $79^{\circ}43'39''$ East for a distance of 411.38 feet; thence from the point of beginning along the Westerly and Northerly lines of said Lot F the following two (2) consecutive courses and distances: (1) North $32^{\circ}18'41''$ East for a distance of 583.95 feet; and (2) along the arc of a non-tangent curve to the right having a radius of 300.00 feet, a central angle of $23^{\circ}24'49''$, a length of 122.59 feet and a chord bearing South $75^{\circ}27'33''$ East for a distance of 121.74 feet; thence leaving said Northerly line, South $42^{\circ}53'04''$ West for a distance of 631.83 feet to the point of beginning.

EXCEPTION PARCEL TWO: (Area B)

Beginning at an angle point on the Easterly line of the above described Lot F at the Southerly terminus of the course shown as North $35^{\circ}46'07''$ East 570.24 feet, and from said point a drill steel tagged R.C.E. 18447 marking the North one-quarter corner of the above described Section 11 bears the following two consecutive courses and distances: (1) North $35^{\circ}46'07''$ East along said Easterly line for a distance of 570.24 feet; and (2) North $17^{\circ}41'46''$ East for a distance of 393.55 feet; thence from the point of beginning, leaving said Easterly line North $26^{\circ}45'34''$ East for a distance of 670.28 feet to a point on the Northerly line of said Lot F; thence, along said Northerly line, along the arc of a non-tangent curve to the right, having a radius of 300.00 feet, a central angle of $26^{\circ}52'25''$, a length of 140.71 feet and a chord bearing South $13^{\circ}04'02''$ East for a distance of 139.42 feet to an angle point on the Easterly line of said Lot F; thence South $35^{\circ}46'07''$ West along said Easterly line for a distance of 570.24 feet to the point of beginning.

PARCEL FOUR-B:

A portion of the tract of land shown as designated as Lot AA on the plat of Winchester Phase-1, filed in Book V of Maps, at Page 25, Placer County Records, located in Section 11, Township 13 North, Range 8 East, Placer County, California.

Beginning at an angle point on the West line of said Lot AA, a point on the Westerly line of the above described Section 11, and from said point a 2 inch diameter capped iron pipe stamped L.S. 3062 marking the Northwest corner of said Section 11 bears North $00^{\circ}58'50''$ West for a distance of 1496.40 feet; thence from the point of beginning along the Northerly line of said Lot AA, being coincident with the Southerly line of Lot F as described in the above Area A and Area B, the following three (3) consecutive courses and distances: (1) North $88^{\circ}10'42''$ East for a distance of 286.40 feet; (2) South $86^{\circ}07'02''$ East for a distance of 319.96 feet; and (3) South $61^{\circ}16'19''$ East for a distance of 573.18 feet; thence leaving said Northerly line North $87^{\circ}22'23''$ West for a distance of 1105.20 feet to a point on the Westerly line of said Section 11; thence North $00^{\circ}58'50''$ West along said Westerly line for a distance of 237.44 feet to the point of beginning.

PARCEL FIVE:

An exclusive easement for golf cart paths, and a non-exclusive easement for access to golf course, over spray, drainage and golf ball intrusion, maintenance, landscaping, signs and tournaments on over and across that certain property described in Grant Deed to

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Winchester Community Association, a California Non-profit Mutual Benefit Corporation,
recorded January 15, 1999, in Series No.99-0003822, Official Records.

PARCEL SIX:

A non-exclusive easement for a lake and water pipeline, subject to the terms conditions
and provisions as set forth in instrument entitled "Lake Easement Agreement", the
location of said easement being set forth on a Map attached to the above referred to
instrument, recorded April 23, 1999, in Series No.99-0036090, Official Records.

PARCEL SEVEN:

An easement for multipurpose trail purposes for pedestrians, golf carts and golf related
equipment ingress and egress, on, over and across that certain property described in
"Multipurpose Trail Easement", executed by Winchester Properties, LLC, recorded
December 19, 2001, in Series No.2001-0137103, Official Records.

PARCEL EIGHT:

A non-exclusive easement for golf course purpose on, over and across that certain
property described in Grant Deed to Michael G. Inkster and Karen L. Inkster, husband
and wife, recorded March 14, 2002, in Series No.2002-0028427, Official Records.

APN's: 058-010-004, 008, and 021
058-020-061, 064
058-030-037, 038
058-043-018

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On June 3 2008 before me, Linda Mundy

Date

Here Insert Name and Title of the Officer

personally appeared Nick Pappas

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.

Signature Linda Mundy

Signature of Notary Public

Place Notary Seal Above

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: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing: _____

Signer Is Representing: _____