

APN: 005-171-22; 005-171-26; 005-171-36;  
005-171-38; 005-171-41; 005-131-27;  
005-141-10; 005-161-03; 005-141-02;  
005-131-14; 012-170-08; 012-170-21;  
012-170-38; 006-201-06; 006-301-07;  
006-251-03; 006-281-15; 006-281-02;  
006-281-13; 006-281-08; 006-281-03;  
005-171-07; 006-261-27; 006-261-29;  
005-171-29; 006-261-09; 006-261-10;  
006-261-15; 006-261-14; 006-061-01;  
006-061-02; 006-061-03; 006-271-21

FILED FOR RECORDING  
AT THE REQUEST OF

Tuffy Ranch Properties, LLC

2005 MAY 23 PM 1 34

LINCOLN COUNTY RECORDER  
FEE 20.00 DEP an  
LESLIE BOUCHER

Mail Tax Statements to:

Tuffy Ranch Properties, LLC  
6600 North Wingfield Parkway  
Sparks, NV 89436

When Recorded Mail to:

Carli West  
Wingfield Nevada Group Management Company  
6600 North Wingfield Parkway  
Sparks, NV 89436

**AMENDMENT TO DEED OF TRUST WITH ASSIGNMENT OF RENTS**

THIS AMENDMENT TO DEED OF TRUST WITH ASSIGNMENT OF RENTS ("Amendment") is made as of May 2, 2005, by and between Tuffy Ranch Properties, LLC, a Nevada limited liability company ("Trustor"), whose address is 6600 North Wingfield Parkway, Sparks, NV 89436, successor in interest by assignment from Pyramid Land Partners, LLC, a Wyoming limited liability company (fka Pyramid Development, LLC) ("Pyramid") and Howard McCrosky, Max McCrosky, Robert E. McCrosky, and William L. McCrosky, whose mailing address is HC 74 Box 170, Pioche, NV 89403 (collectively, the "Beneficiary").

**RECITALS:**

A. Pyramid executed that certain Deed of Trust dated September 15, 2004, in favor of First American Title Insurance Company of Nevada, a Nevada corporation, for the benefit of Beneficiary ("Deed of Trust"), which is recorded in Book 191, Pages 225-245, as Instrument No.123081, White Pine County, Nevada.

B. Pyramid executed that certain Promissory Note, secured by the Deed of Trust, in the face principal amount of \$3,000,000.00, dated September 17, 2005, for the benefit of Beneficiary ("Note").

C. Pyramid and Trustor executed that certain Assignment and Assumption Agreement ("Agreement"), dated April 29, 2005, whereby Pyramid granted, assigned, transferred and conveyed to Trustor, all of Pyramid's rights, title, obligations and interest in, to and under the Deed of Trust and the Note, and Trustor unconditionally assumed and agreed to promptly, fully, completely and faithfully keep, fulfill, observe, perform and discharge, as and when due, all of the obligations of the Deed of Trust and the Note from and after the date thereof ("Assumed Obligations").

D. Trustor and Beneficiary desire to amend the Deed of Trust and the Note to reflect and evidence the substitution of Trustor and Trustor's assumption of the Assumed Obligations pursuant to the Agreement.

NOW, THEREFORE, with reference to the foregoing Recitals (which are incorporated herein by this reference) and for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Trustor and Beneficiary agree as follows:

1. Trustor is hereby substituted for and in the place and stead of Pyramid, as Trustor, under the Deed of Trust.

2. Trustor's obligations evidenced by the Note shall continue to be secured by the Deed of Trust, as amended herein. Except as amended by this Amendment, the Deed of Trust shall remain unmodified and in full force and effect. The parties hereto hereby ratify and confirm the Deed of Trust and the Note, as amended herein.

3. This Amendment may be executed in any number of counterparts. Each counterpart shall be deemed an original and all counterparts shall be deemed the same instrument with the same effect as if all parties hereto had signed the same signature page. Any signature page of this Amendment may be detached from any identical counterpart of this Amendment having attached to it one or more additional signature pages.

4. This Amendment shall be governed by, and construed and enforced in accordance with, the Laws of the State of Nevada.

5. Trustor shall pay all expenses, charges, costs and fees incurred in connection with this Amendment, including all fees, charges, and taxes in connection with the recording or filing of this Amendment.

6. In the event of any inconsistencies between the provisions of this Amendment and the provisions of the Deed of Trust and the Note, the provisions of this Amendment shall govern and prevail.

tattoo IN WITNESS WHEREOF, Trustor and Beneficiary have executed this Amendment as of the date first written above.

**TRUSTOR:**

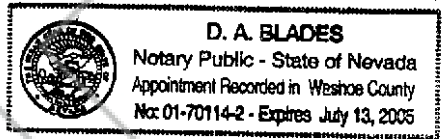
TUFFY RANCH PROPERTIES, LLC  
a Nevada limited liability company

By: Harvey Whittemore  
Harvey Whittemore, Manager

STATE OF NEVADA            )  
  ) ss.  
COUNTY OF WASHOE        )

This instrument was acknowledged before me on May 2, 2005 by Harvey Whittemore as Manager of Tuffy Ranch Properties, LLC, a Nevada limited liability company.

D.A. Blades  
Notary Public



**BENEFICIARY:**

\_\_\_\_\_  
Howard McCrosky

STATE OF NEVADA            )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_, 2005 by Howard McCrosky.

\_\_\_\_\_  
Notary Public

tattoo IN WITNESS WHEREOF, Trustor and Beneficiary have executed this Amendment as of the date first written above.

**TRUSTOR:**

TUFFY RANCH PROPERTIES, LLC  
a Nevada limited liability company

By: *Harvey Whittemore*  
Harvey Whittemore, Manager

STATE OF NEVADA            )  
  ) ss.  
COUNTY OF WASHOE        )

This instrument was acknowledged before me on \_\_\_\_\_, 2005 by Harvey Whittemore as Manager of Tuffy Ranch Properties, LLC, a Nevada limited liability company.

\_\_\_\_\_  
Notary Public

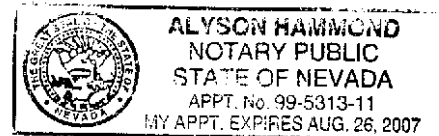
**BENEFICIARY:**

*Howard McCrosky*  
Howard McCrosky

STATE OF NEVADA            )  
  ) ss.  
COUNTY OF Lincoln        )

This instrument was acknowledged before me on 16 MAY, 2005 by Howard McCrosky.

*Alyson Hammond*  
Notary Public

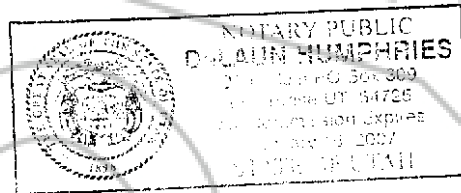


Max McCrosky  
Max McCrosky

Utah  
STATE OF NEVADA )  
) ss.  
COUNTY OF Washington )

This instrument was acknowledged before me on 12 May, 2005 by Max McCrosky.

DeLain Humphries  
Notary Public



\_\_\_\_\_  
Robert E. McCrosky

STATE OF NEVADA )  
) ss.  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_, 2005 by Robert E. McCrosky.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
William L. McCrosky

STATE OF NEVADA )  
) ss.  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_, 2005 by William L. McCrosky.

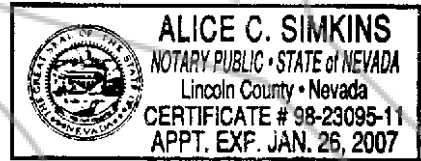
\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Max McCrosky

STATE OF NEVADA            )  
  ) ss.  
COUNTY OF Lincoln        )

This instrument was acknowledged before me on May 9, 2005 by Max McCrosky.

Alice C. Simkins  
Notary Public



Robert E. McCrosky  
Robert E. McCrosky

STATE OF NEVADA            )  
  ) ss.  
COUNTY OF Lincoln        )

This instrument was acknowledged before me on May 9, 2005 by Robert E. McCrosky.

Alice C. Simkins  
Notary Public



\_\_\_\_\_  
William L. McCrosky

STATE OF NEVADA            )  
  ) ss.  
COUNTY OF \_\_\_\_\_        )

This instrument was acknowledged before me on \_\_\_\_\_, 2005 by William L. McCrosky.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Max McCrosky

STATE OF NEVADA            )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_, 2005 by Max McCrosky.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Robert E. McCrosky

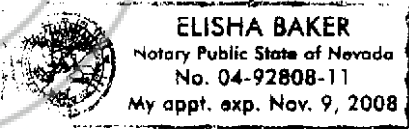
STATE OF NEVADA            )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_, 2005 by Robert E. McCrosky.

\_\_\_\_\_  
Notary Public

William L. McCrosky  
William L. McCrosky

STATE OF NEVADA            )  
  ) ss.  
COUNTY OF Lincoln )



This instrument was acknowledged before me on May 10, 2005 by William L. McCrosky.

Elisha Baker  
Notary Public