

125287

FILED FOR RECORDING NO. 101452
AT THE REQUEST OF

First American Title

2005 SEP 27 AM 11 42

LINCOLN COUNTY RECORDER
FEE 17.00 DEF au
LESLIE BOUCHER

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

Wells Fargo Bank, National Association
Real Estate Group (AU #02961)
MAC #AO344-22
100 N. Wiget Lane, Suite 201
Walnut Creek, CA 94598

Attn: Eileen V. Oquendo
Loan No. 101452

See also NO. 142868-mm

MEMORANDUM OF AGREEMENT

The undersigned declare that they have entered into an Estoppel Agreement, dated as of September 8, 2005, wherein provision is made for the accommodation of (a) certain rights and obligations of the parties to the Amended And Restated Option Agreement For The Purchase of Real Property, dated as of March 28, 2005 (the "Agreement"), as more particularly referred to in the Memoranda of Option (i) dated April 1, 2005, recorded April 1, 2005 as Document No 02087, in Book 20050401 in the Official Records of Clark County, Nevada; (ii) dated April 1, 2005, recorded April 4, 2005 in Book 199, Page 335 as Document No. 124264 in the Official Records of Lincoln County, Nevada, with (b) the rights of the undersigned Beneficiary under the Deed of Trust with Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated September 8, 2005, (i) recorded _____ in Book _____ as Document No. _____ in the Official Records of Clark County, Nevada; and (ii) recorded 9-27-2005 as Document No. 125280 in Book 206, Page 407 in the Official Records of Lincoln County, Nevada. This instrument is a Memorandum of the above referenced Estoppel Agreement, and the same is incorporated herein by this reference with the same effect and as though set forth herein in its entirety. This Memorandum shall automatically terminate and be removed from record with respect to any real property transferred to Pardee pursuant to the aforesaid Agreement, except to the extent such real property is subject to a deed of trust securing an obligation of Pardee to transfer same back to the grantor.

This Memorandum may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement. Further, this Memorandum shall be binding upon, and inure to the benefit of, the successors and assigns of the parties hereto, including successor owners to any of the real property described in the instruments referred to in clauses (a) and (b) above, whether by foreclosure (or deed-in-lieu thereof) under the aforementioned Deed of Trust, or otherwise.

Dated as of: September 8, 2005

"BENEFICIARY"

WELLS FARGO BANK,
NATIONAL ASSOCIATION

By: *Kathleen Slote*
Kathleen Slote
Senior Vice President

"PARDEE"

PARDEE HOMES OF NEVADA, a
Nevada corporation

By: *Jon E. Lash*
Name: Jon E. Lash
Its: SRVP

By: *William A. Boyd*
Name: William A. Boyd
Its: SRVP

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

STATE OF NEVADA

ss.

COUNTY OF _____

This instrument was acknowledged before me on _____, 20____, by _____ as _____ of _____ a _____

Signature _____
Notary Public for Nevada

My commission expires _____

STATE OF CALIFORNIA

ss.

COUNTY OF Orange

On this 16th day of September, 2005, before me, Jeanette Chacon a Notary Public in and for the State of California, personally appeared John Lash and William A. Bryan personally known to me (or proved 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 Jeanette Chacon, Notary Public

My commission expires February 25, 2005



SF 1187342 v2
9/9/05 12:25 PM (13175.1444)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

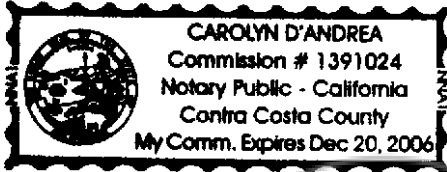
County of Contra Costa } ss.

On September 21, 2005, before me, Carolyn D'Andrea, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Hamid Hossain
Name(s) of Signer(s)

- personally known to me
- 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]
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

Signer's Name: _____

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

Signer Is Representing: _____

