

Official RecordRecording requested By
TUFFY RANCH PROPERTIES, LLCLincoln County - NV
Leslie Boucher - Recorder

Fee: \$18.00

Page 1 of 5

RPTT:

Recorded By: LB

Book- 252 Page- 0003



0134533

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

Mail Tax Statements to:

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

When Recorded Mail to:

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

SECOND AMENDMENT TO DEED OF TRUST WITH ASSIGNMENT OF RENTS

THIS SECOND AMENDMENT TO DEED OF TRUST WITH ASSIGNMENT OF RENTS ("2nd DT Amendment") is made as of September 3, 2009, 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 Linda McCrosky as Trustee of the Howard McCrosky Family Trust, 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 recorded in Official Records Lincoln County, Nevada in Book 191, Pages 225-245, as Instrument No.123081, and as amended by that certain Amendment to Deed of Trust With Assignment of Rents dated May 2, 2005, given by Trustor in favor of Beneficiary, and recorded in Official Records, Lincoln County on May 23, 2005, in Book 202, at Pages 156-162 as Instrument Number 124669 (as assigned, assumed and amended, the "Deed of Trust").



- B. Pyramid executed that certain Promissory Note, secured by the Deed of Trust, in the original principal amount of Three Million Dollars (\$3,000,000), dated September 17, 2005, for the benefit of Beneficiary, and as assigned to Trustor pursuant to the Assignment (defined in Recital C below), which such Promissory Note was then amended by that certain Amendment of Note, dated May 2, 2005, given by Trustor in favor of Beneficiary (as assigned, assumed and amended, the "Note").
- C. Concurrent with the execution and delivery of the amendments to the Note and Deed of Trust describe in Recitals A and B of this 2nd DT Amendment, Pyramid and Trustor executed that certain Assignment and Assumption Agreement (the "Assignment"), dated May 2, 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. The amendment to the Deed of Trust dated May 2, 2005, and described in Recital A above contained two mistakes: (1) in Recital A thereof, it incorrectly identified the county in which the initial deed of trust had been recorded, and the parties hereby desire to correctly state that all property subject to, and encumbered by, the Deed of Trust is located in Lincoln County; and (2) it stated that the Assignment was dated April 29, 2005, however, the Assignment was in fact dated May 2, 2005, as correctly stated in Recital C of this 2nd DT Amendment.
- E. Following the execution of the Note, Assignment and the original Deed of Trust, one of the original executing Beneficiary's, Howard McCrosky, passed away and all of his personal property was devised to his surviving spouse, Linda McCrosky, and subsequently assigned to the Howard McCrosky Family Trust, for which Linda McCrosky is the trustee as provided herein.
- F. Trustor and Beneficiary desire to amend the Deed of Trust to evidence modification of principal payment terms as more fully set forth in the concurrent amendment of the Note.

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 and Beneficiary hereby acknowledge a modification of the principal payment dates as set forth in the Note, but in all other respects the Note remains in full force and effect.
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 2nd DT 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 2nd DT Amendment may be executed in any number of counterparts. Each counterpart shall be deemed one and the same original.

4. This 2nd DT 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 2nd DT Amendment, including all fees, charges, and taxes in connection with the recording or filing of this 2nd DT Amendment.

6. In the event of any inconsistencies between the provisions of this 2nd DT Amendment and the provisions of the Deed of Trust and the Note, the provisions of this 2nd DT Amendment shall govern and prevail.

IN WITNESS WHEREOF, Trustor and Beneficiary have executed this 2nd DT Amendment as of the date first written above.

TRUSTOR:

TUFFY RANCH PROPERTIES, LLC
a Nevada limited liability company

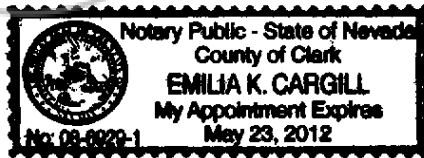
By: *Harvey Whitemore*
Harvey Whitemore, Manager

STATE OF NEVADA)
COUNTY OF WASHOE) ss.

This instrument was acknowledged before me on 11-13-09, 2009, by Harvey Whitemore as Manager of Tuffy Ranch Properties, LLC, a Nevada limited liability company.

Emilia K. Cargill

Notary Public





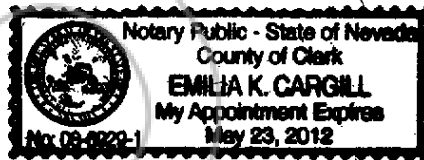
BENEFICIARY:

Linda McCrosky
Linda McCrosky as Trustee of the Howard McCrosky Family Trust

STATE OF NEVADA)
COUNTY OF WASHOE) ss.

This instrument was acknowledged before me on 11/13/09, 2009 by Linda McCrosky as Trustee of the Howard McCrosky Family Trust.

Emilia Kargill
Notary Public

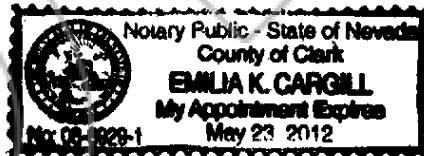


Max McCrosky
Max McCrosky

STATE OF NEVADA)
COUNTY OF LINCOLN) ss.

This instrument was acknowledged before me on 11/16/09, 2009 by Max McCrosky.

Emilia Kargill
Notary Public

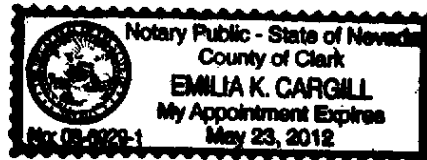


Robert E. McCrosky
Robert E. McCrosky

STATE OF NEVADA)
COUNTY OF LINCOLN) ss.

This instrument was acknowledged before me on Nov. 16, 2009 by Robert E. McCrosky.

Emilia Kargill
Notary Public





BENEFICIARY SIGNATURES, continued

William L. McCrosky
William L. McCrosky

STATE OF NEVADA)
COUNTY OF Lincoln) ss.

This instrument was acknowledged before me on Nov 16, 2009 by William L. McCrosky.

Emilia Kargill
Notary Public

