

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
4061 Port Chicago Highway
Concord, CA 94520

When Recorded Mail to:
Carl Savely, General Counsel
Wingfield Nevada Group Management Company
6600 North Wingfield Parkway
Sparks, NV 89436

FOURTH AMENDMENT TO DEED OF TRUST WITH ASSIGNMENT OF RENTS

THIS FOURTH AMENDMENT TO DEED OF TRUST WITH ASSIGNMENT OF RENTS ("4th DT Amendment") is made as of February 6, 2012, by and between Tuffy Ranch Properties, LLC, a Nevada limited liability company ("Trustor"), whose address is c/o 4061 Port Chicago Highway, Concord, CA 94520, successor in interest by assignment from Pyramid Land Partners, LLC, a Wyoming limited liability company (fka Pyramid Development, LLC) ("Pyramid") Max McCrosky, Robert E. McCrosky, William L. McCrosky, and Linda McCrosky as Trustee of the Howard McCrosky Family Trust (collectively, the "Beneficiary"). Beneficiary's mailing address is ~~HC 74 Box 170, Pioche, NV 89403.~~
955 BERNICE Ct, Sparks, NV. 89436

2012-02-15 4th DoT Amend (v_1)

AMC 2-15-12

MAR 2-20-12

RAM 2-20-12

WJAM 2/20/12

PM 2-24-12



RECITALS:

- A. WHEREAS, as a result of that Assignment and Assumption Agreement dated May 2, 2005, between Pyramid and Beneficiary (“Assignment”), Trustor and Beneficiary are the current parties to and subject to all of the respective rights, benefits, and obligations related to and arising from that certain “Note Secured by Deed of Trust” dated September 17, 2004, given by Pyramid in favor of Beneficiary, in the original principal amount of Three Million Dollars (\$3,000,000), , as amended by that certain Amendment of Note dated May 2, 2005, and as amended by that certain Second Amendment of Note dated September 3, 2009, and as amended by that certain Third Amendment of Note dated August 1, 2010 (as assigned, assumed, and amended, the “Note”).
- B. WHEREAS, concurrent with this Fourth Amendment to Deed of Trust With Assignment of Rents, Trustor and Beneficiary entered into a Fourth Amendment of Note to evidence certain modifications to the interest rate, payments, and escrow holder.
- C. WHEREAS, pursuant to the Assignment, Trustor and Beneficiary are the current parties, and subject to all rights, benefits, and obligations related to and arising from that “Deed of Trust and Assignment of Rents” dated September 15, 2004, in favor of First American Title Insurance Company of Nevada as trustee, for the benefit of Beneficiary as beneficiary, which such instrument secures the Note, and was recorded in Official Records of Lincoln County in Book 191, Page 225, as Document No. 123081, and as amended by that certain Amendment to Deed of Trust With Assignment of Rents dated May 2, 2005, given by Promisor as trustor, and accepted by Promisee as beneficiary, recorded in Official Records of Lincoln County in Book 202, Page 156, as Document No. 124669, and as further amended by that certain Second Amendment to Deed of Trust With Assignment of Rents dated September 3, 2009, and recorded in Official Records of Lincoln County in Book 251, Page 0003, as Document No. 0134533, and as amended by that certain Third Amendment to Deed of Trust with Assignment of Rents dated August 1, 2010, and recorded in Official Records of Lincoln County in Book 258, Page 0012, as Document No. 0136374 (as assigned, assumed, and amended, the “Deed of Trust”).
- D. WHEREAS, Trustor and Beneficiary desire to confirm and amend the Deed of Trust to evidence modification of payment terms as more fully set forth in the Fourth Amendment of Note described above.
- E. WHEREAS, Note payments were paid through the local escrow company in ~~Lincoln County~~ Gardnerville, Nevada, Marquis Title, and Marquis Title went out of business and closed all its accounts.

2012-02-15 4th DoT Amend (v_1)

AVA 2-15-12 *MHC- 2-21-12* *REGM 2-20-12* *WJMM 2-20-12* *J.M. 2-24-12*

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 agree to: (a) a waiver of certain interest payments, (b) reduce the interest rate set forth in the Note, and (c) establish a new escrow payment account through Chicago Title Agency of Nevada, all as specifically set forth in the Fourth Amendment of 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 4th DT Amendment, the Deed of Trust shall remain unmodified and in full force and effect.

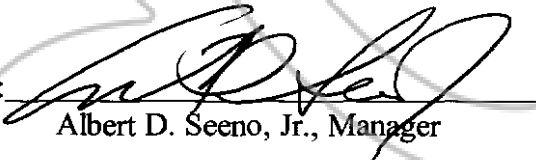
3. This 4th DT Amendment may be executed in any number of counterparts. When all counterpart signatures to this agreement are taken together, the resulting document shall be one and the same original.

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

5. In the event of any inconsistencies between the provisions of this 4th DT Amendment and the provisions of the Deed of Trust, the provisions of this 4th DT Amendment shall govern and prevail.

IN WITNESS WHEREOF, Trustor and Beneficiary have executed this 4th DT Amendment as of the date first written above.

TRUSTOR:
TUFFY RANCH PROPERTIES, LLC
a Nevada limited liability company

By: 
Albert D. Seeno, Jr., Manager

SEE ATTACHED CALIFORNIA FORM OF NOTARY.

2012-02-15 4th DoT Amend (v_1)

Handwritten notes: NY 2-15-12 MM 2-20-12 R 2-20-12 WFM 2-20-12 Jm 2-24-12

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF CONTRA COSTA)

On February 15, 2012, before me, TRACEY L. MARQUIT, a Notary Public, personally appeared **ALBERT D. SEENO, JR.**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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.



Tracey L. Marquit
TRACEY L. MARQUIT

(Place Notary Seal Above)

***** OPTIONAL *****

Title or Type of Document: Fourth Amendment to Deed of Trust With Assignment of Rents

Signer(s) are Representing: Tuffy Ranch Properties, LLC

Document Date: February 6, 2012



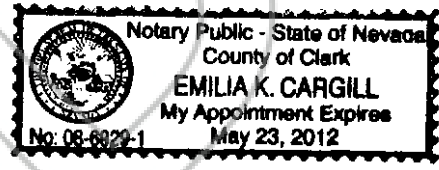
BENEFICIARY:

Max McCrosky
Max McCrosky

STATE OF NEVADA)
COUNTY OF LINCOLN) ss.

This instrument was acknowledged before me on February 20, 2012, by Max McCrosky.

Emilia Cargill
Notary Public

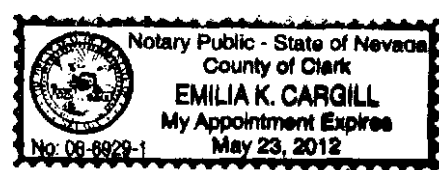


Robert E. McCrosky
Robert E. McCrosky

STATE OF NEVADA)
COUNTY OF LINCOLN) ss.

This instrument was acknowledged before me on February 20, 2012, by Robert E. McCrosky.

Emilia Cargill
Notary Public



*EXP 5/23/12
no. 06-6929-1*

*no. 06-6929-1
EXP 5/23/12*

AM 2-15-12 WMC 2-20-12 REM 2-20-12 WFM 2-20-12 JIM 2-24-12



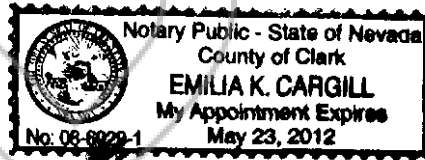
BENEFICIARY SIGNATURE PAGE, continued

William L McCrosky
William L. McCrosky

STATE OF NEVADA)
COUNTY OF LINCOLN) ss.

This instrument was acknowledged before me on February 20, 2012, by William L. McCrosky.

Emilia Cargill
Notary Public



NO. 06-6829-1
EXP 5/23/12

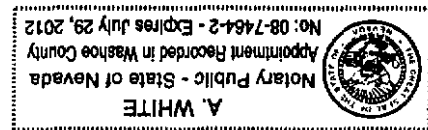
Linda McCrosky, TTEE
Linda McCrosky as Trustee of the Howard McCrosky Family Trust

STATE OF NEVADA)
COUNTY OF Washoe) ss.

This instrument was acknowledged before me on February 24, 2012, by Linda McCrosky as Trustee of the Howard McCrosky Family Trust.

A. White
Notary Public

A. WHITE
NO. 08-7464-2
EXP 7/29/12



AM 2-15-12

M. 12e
8-20-12
RGM
2-20-12

WJM
2-20-12

RM
2-24-12