

APN: 08-201-28, et al

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

Wells Fargo Bank, National Association
Institutional and Metro Markets Group (AU
#02034)
420 Montgomery Street, 6th Floor
San Francisco, CA 94104

Attn: Michael Panah
Loan #101452- #001-Coyote (Lincoln County)



0142082

THIS DOCUMENT EXECUTED IN COUNTERPART

**MEMORANDUM OF MODIFICATION AGREEMENT
AMENDING DEED OF TRUST**

The undersigned, whose obligations under the Second Amended and Restated Credit Agreement dated as of February 7, 2011 ("Credit Agreement") were previously crossed collateralized with the obligations of Borrowers (as defined in the Joint Credit Agreement defined herein) under the Seventh Amended and Restated Revolving Credit Agreement dated as of May 1, 2009 (as heretofore and hereafter amended from time to time, the "Joint Credit Agreement"), declare that those Joint Credit Agreement obligations have been modified pursuant to the Sixth Modification to the Seventh Amended and Restated Credit Agreement, Commitment Increase and Consolidation Agreement ("Modification Agreement") dated as of September 26, 2012, entered into between Borrowers and Wells Fargo Bank, National Association, as Lender, wherein provision is made for amendment of (and the parties do hereby amend) the Deed of Trust with Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated September 8, 2005 and executed by Coyote Springs Investment LLC, as Trustor, to American Securities Company of Nevada, a Nevada corporation, as Trustee, as amended, in favor of Wells Fargo Bank, National Association, as "Administrative Agent" on behalf of and for the benefit of all current and future "Lenders" under the Credit Agreement, which was recorded on September 27, 2005, as Instrument No. 125286, Book 206, Page 467, in the Official Records of Lincoln County, Nevada (as it heretofore may have been amended from time to time, the "Deed of Trust"), to modify such Deed of Trust to secure the Commitment (as defined in the Joint Credit Agreement), as such Commitment is increased to One Hundred Fifty-Five Million and No/100ths Dollars (\$155,000,000.00) by operation of the Modification Agreement. This instrument is a memorandum of the Modification Agreement, and the same is incorporated herein by this reference with the same effect and as though set forth herein in its entirety.

This Modification Agreement may be executed in any number of counterparts, each of which when executed and delivered will be deemed to be an original and all of which, taken together, will be deemed to be one and the same instrument.

(SIGNATURES FOLLOW ON THE NEXT PAGES)



0142082

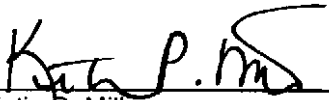
Book: 274
Page: 525

10/10/2012
Page: 2 of 7

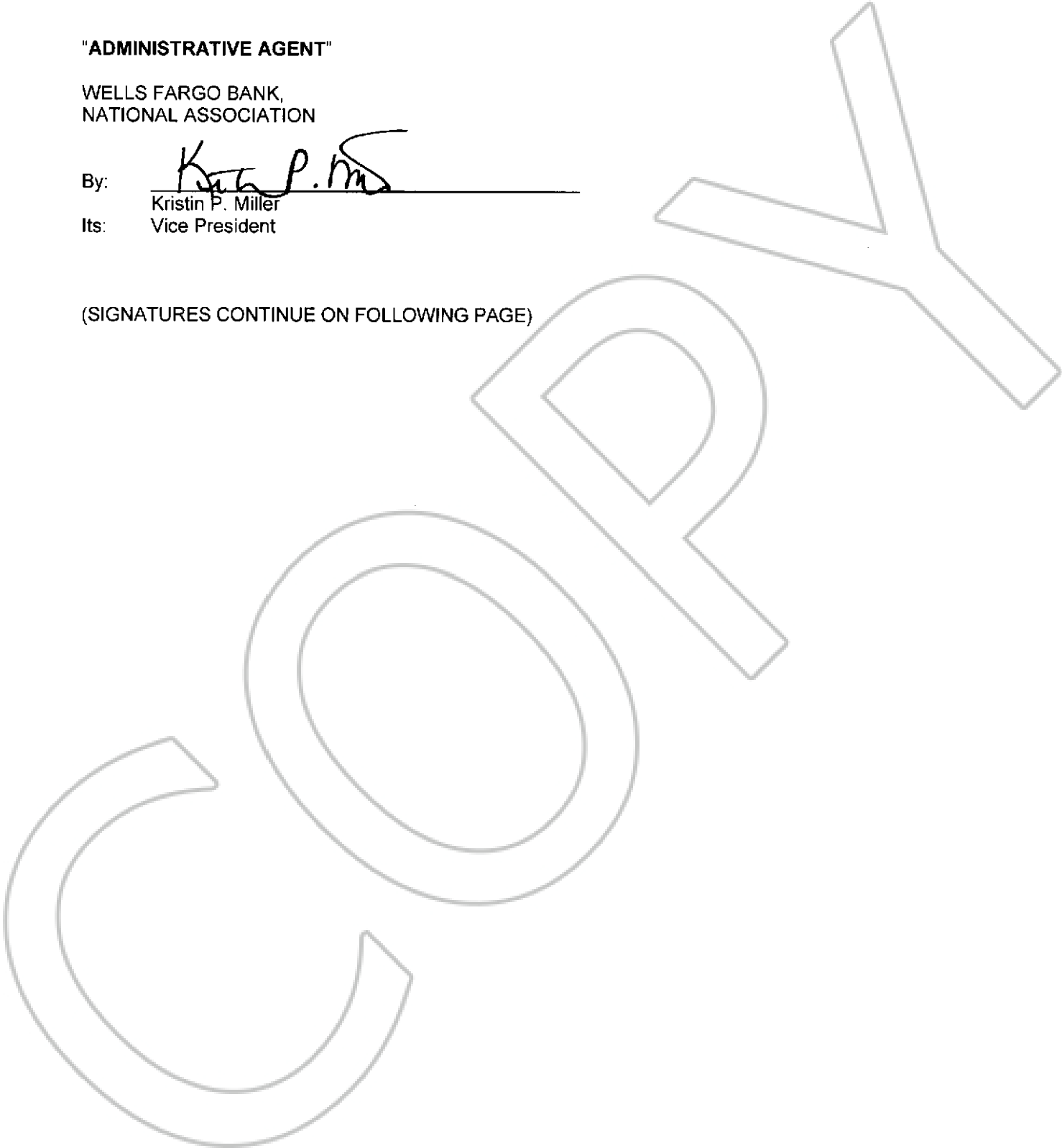
Dated as of: September 26, 2012

"ADMINISTRATIVE AGENT"

WELLS FARGO BANK,
NATIONAL ASSOCIATION

By: 
Kristin P. Miller
Its: Vice President

(SIGNATURES CONTINUE ON FOLLOWING PAGE)





"TRUSTOR/BORROWER"

COYOTE SPRINGS INVESTMENT LLC,
a Nevada limited liability company

By:
Thomas A. Seeno, Manager

By: _____
Albert D. Seeno, Jr., Manager

COYOTE SPRINGS LAND DEVELOPMENT CORPORATION
a Nevada corporation

By:
Thomas A. Seeno, Treasurer

Thomas A. Seeno

By: _____
Albert D. Seeno, Jr., Secretary

COYOTE SPRINGS LAND COMPANY LLC,
a Nevada limited liability company

By: Wingfield Nevada Group Management Company, LLC,
A Nevada limited liability company, its Manager

By:
Thomas A. Seeno, Manager

By: _____
Albert D. Seeno, Jr., Manager

(ALL SIGNATURES MUST BE
ACKNOWLEDGED)

COYOTE SPRINGS NURSERY LLC,
a Nevada limited liability company

By:
Thomas A. Seeno, Manager

By: _____
Albert D. Seeno, Jr., Manager

COYOTE SPRINGS GOLF OPERATIONS I, LLC
a Nevada limited liability company

By: Coyote Springs Golf Operations WNG, LLC,
a Nevada limited liability company, its Manager

By:
Thomas A. Seeno, Manager

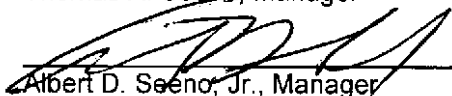
By: _____
Albert D. Seeno, Jr., Manager



"TRUSTOR/BORROWER"

COYOTE SPRINGS INVESTMENT LLC,
a Nevada limited liability company

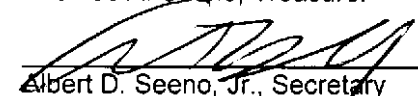
By: _____
Thomas A. Seeno, Manager

By: 
Albert D. Seeno, Jr., Manager

ALBERT D. SEENO

COYOTE SPRINGS LAND DEVELOPMENT CORPORATION
a Nevada corporation

By: _____
Thomas A. Seeno, Treasurer

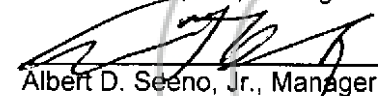
By: 
Albert D. Seeno, Jr., Secretary

ALBERT D. SEENO

COYOTE SPRINGS LAND COMPANY LLC,
a Nevada limited liability company

By: Wingfield Nevada Group Management Company, LLC,
A Nevada limited liability company, its Manager

By: _____
Thomas A. Seeno, Manager

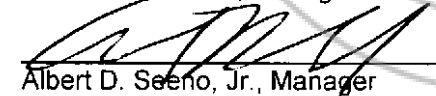
By: 
Albert D. Seeno, Jr., Manager

(ALL SIGNATURES MUST BE
ACKNOWLEDGED)

ALBERT
D. SEENO

COYOTE SPRINGS NURSERY LLC,
a Nevada limited liability company

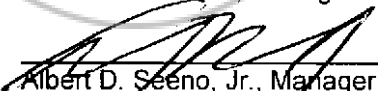
By: _____
Thomas A. Seeno, Manager

By: 
Albert D. Seeno, Jr., Manager

COYOTE SPRINGS GOLF OPERATIONS I, LLC
a Nevada limited liability company

By: Coyote Springs Golf Operations WNG, LLC,
a Nevada limited liability company, its Manager

By: _____
Thomas A. Seeno, Manager

By: 
Albert D. Seeno, Jr., Manager

ALBERT D. SEENO

STATE OF CALIFORNIA
COUNTY OF San Francisco ss.

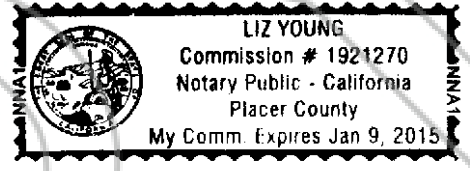
On 09/27/2012 before me, Liz Young, Notary Public, personally appeared Kristin R. Miller, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized 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 [Handwritten Signature]

My commission expires January 09, 2015



STATE OF CALIFORNIA
COUNTY OF _____ ss.

On _____ before me, _____, personally appeared _____, 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 _____

My commission expires _____



**STATE OF CALIFORNIA
COUNTY OF CONTRA COSTA** ^{ss.}

On Oct. 4, 2012 before me, Kathleen Bathel-Harless, a notary public personally appeared Thomas A Semo, 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.

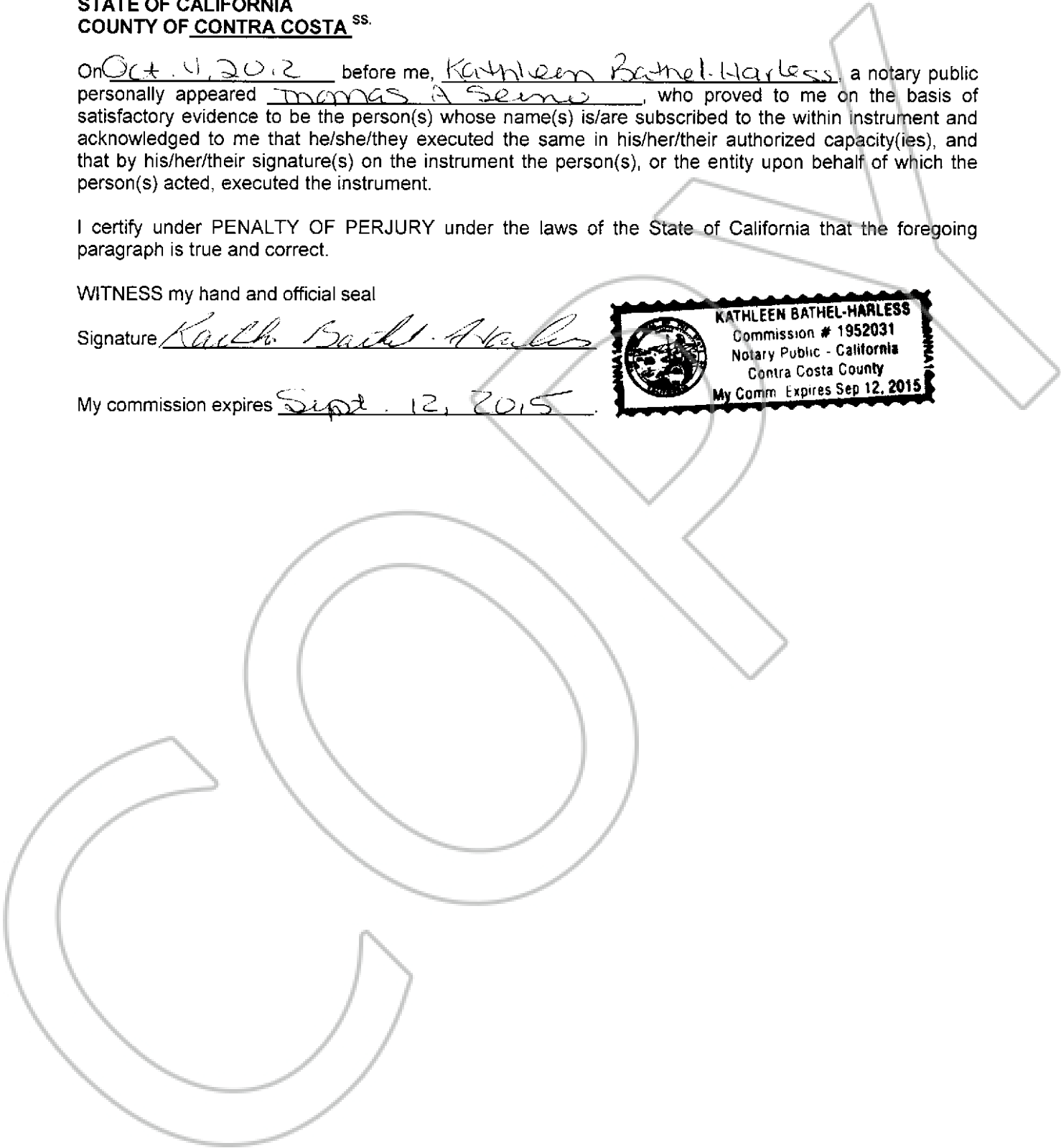
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature Kathleen Bathel-Harless



My commission expires Sept. 12, 2015





STATE OF CALIFORNIA
COUNTY OF Contra Costa ss.

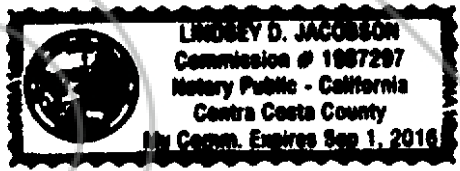
On October 2012 before me, Lindsay D. Jacobson, a Notary Public
personally appeared Albert C. Seena, Sr.
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their 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 seat

Signature Lindsay D. Jacobson

My commission expires Sept. 1, 2016



Lindsay D. JACOBSON

No. 1967297
EXP 9/1/16

