

OFFICIAL RECORD

Requested By:
NEVADA STATE DEVELOPMENT CORPORATION

APN: 1320-33-402-002
ESCROW NO.: 060501024
WHEN RECORDED RETURN TO:

Douglas County - NV
Werner Christen - Recorder
Page: 1 Of 4 Fee: 17.00
BK-1006 PG- 7146 RPTT: 0.00

✓ Nevada State Development Corp.
6572 S. McCarran Blvd.
Reno, Nevada 89509



Space Above This Line For Recorder's Use Only

SBA Loan No. 201 972 6001

THIRD PARTY LENDER AGREEMENT

This THIRD PARTY LENDER AGREEMENT, dated the 27th day of June, 2006, by and between Heritage Bank of Nevada, whose address is PO Box 11920, Reno, NV 89510 (the "Third Party Lender") and NEVADA STATE DEVELOPMENT CORPORATION, a Nevada corporation, whose address is 6572 S. McCarran Blvd., Reno, Nevada (the "CDC"), recites and provides:

RECITALS

R & B Brothers, a Limited Liability Co., a Nevada limited liability company (the "Borrower") is the owner of the real estate and other collateral described on the attached Exhibit A (the "Collateral"). The Third Party Lender has made two loans, both of which have been fully advanced, one in the amount of Five Hundred Thirty Thousand and no/100 Dollars (\$530,000.00) (the "Term Loan") and a second in the amount of Four Hundred Twenty-four Thousand and no/100 Dollars (\$424,000.00) (the "Interim Loan"). The Term Loan is secured, among other things, by a first lien deed of trust dated May 11, 2006, and recorded May 19, 2006, in Book 0506, Page 7940, as Document No. 675404, in the Official Records of Douglas County, Nevada (together with any modifications, extensions or amendments thereof) (the "Term Loan Deed of Trust"). The Interim Loan is secured, among other things, by a second lien deed of trust dated May 11, 2006, and recorded May 19, 2006, in Book 0506, Page 7967, as Document No. 675406, Official Records of Douglas County, Nevada (together with any modifications, extensions or amendments thereof) (the "Interim Loan Deed of Trust").

The CDC has agreed to make a loan in the amount of Four Hundred Thirty-eight Thousand and no/100 Dollars (\$438,000.00) (the "504 Loan") to the Borrower. The 504 Loan will be secured, among other things, by a deed of trust (the "504 Deed of Trust") to be recorded among the aforesaid land records in the official records of the above mentioned county and state.

AGREEMENT

NOW, THEREFORE, for and in consideration of the foregoing recitals, the mutual agreements set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Third Party Lender agrees as follows:

1. Payoff of Interim Loan. Following the making of the 504 Loan, the Third Party Lender will receive Four Hundred Twenty-four Thousand and no/100 Dollars (\$424,000.00) from the CDC, which the Third Party Lender will apply to pay off the principal balance of the Interim Loan and, upon the payment of any accrued, but unpaid interest on the Interim Loan, the Third Party Lender shall release the Interim Loan Deed of Trust and release, cancel or mark as paid all other liens and documents securing the Interim Loan.

2. Subordination of Future Advances and Default Charges. Except for advances made for reasonable costs of collection, maintenance and protection of the Third Party Lender's lien made pursuant to the Term Loan Deed of Trust, the Third Party Lender hereby subordinates to the 504 Loan and the lien of the 504 Deed of Trust (a) any sum advanced to the Borrower by the Third Party Lender after the date of this Agreement and (b) any prepayment penalties, late fees, and increased default interest in connection with the Term Loan or the Interim Loan.

3. Compliance with 504 Loan Program Requirements. The Third Party Lender confirms that the note and all other documents executed in connection with the Term Loan (a) evidence a loan that does not exceed the principal amount permitted by the Authorization for Debenture Guarantee (SBA 504 Loan) issued by the U.S. Small Business Administration ("SBA") to CDC to assist Borrower, (b) have no open-ended features and allow only future advances for the reasonable costs of collection, maintenance and protection of the Third Party Lender's lien thereunder, (c) are not cross-collateralized with any other financing now or hereafter to be provided by the Third Party Lender, (d) have no early call features, (e) are not payable on demand unless the Term Loan is in default. No demand will be made on the Note absent any default and the terms and provisions of the Note are hereby modified to eliminate any reference to the right of the holder thereof to make demand for payment except in the event of default, (f) have a term of at least, and do not require a balloon payment prior to, ten years for a 20-year 504 loan or seven years for a 10-year 504 loan, (g) have a reasonable interest rate that does not, and will not, exceed the maximum interest rate for a Third Party Loan as published by SBA, and (h) do not establish a preference in favor of the Third Party Lender as compared to CDC or SBA other than the Third Party Lender's senior lien position. The Third Party Lender agrees that if any provision in the note or any other document executed in connection with the Term Loan does not comply with these requirements, then the Third Party Lender waives its right to enforce any such provision.

4. Waiver of Enforcement of Covenant Not to Encumber the Collateral. If the Term Loan Deed of Trust or any document executed in connection with the Term Loan, or the Interim Loan Deed of Trust or any document executed in connection with the Interim Loan, contains any provision prohibiting the Borrower from further encumbering the Collateral, the Third Party Lender waives its right to enforce any such provision as it might apply to the lien arising from the 504 Deed of Trust securing or any other document securing or evidencing the 504 Loan.

5. Notice of Default Under the Third Party Lender Loan. If any default, event of default or delinquency, upon which the Third Party Lender intends to take action, occurs (a) under the Term Loan Deed of Trust or any document executed in connection with the Term Loan or (b) under the Interim Loan Deed of Trust or any document executed in connection with the Interim Loan, then the Third Party Lender agrees to give the CDC and the U.S. Small Business Administration (the "SBA") written notice of such default, event of default or delinquency and the opportunity to cure or to purchase the Third Party Lender's note(s) and the Term Loan Deed of Trust and/or the Interim Loan Deed of Trust prior to foreclosure. Such notice must be given within thirty (30) days after the default, event of default or delinquency upon which the Third Party Lender intends to take action and at least sixty (60) days prior to the date of any proposed sale; and the Third Party Lender will not sell all or any portion of the Collateral without giving the CDC and the SBA such notice. Notice under this Agreement shall be deemed to have been given when sent by certified or registered mail, return receipt requested, addressed, as the case may be, to the CDC at 6572 South McCarran Blvd., Reno, Nevada 89509, Attention: Servicing, and to the SBA at 400 S. 4th Street, Suite 250, Las Vegas, Nevada 89101 Attention: District Counsel.

6. Successors and Assigns. This Agreement shall inure to the benefit of and bind the respective parties to this Agreement and their successors and assigns.

DATED June 29, 2006.

Heritage Bank of Nevada

[Signature]
By: Mark McKibben
Its: Vice President

ASSIGNMENT TO SBA

CDC assigns this Third Party Lender Agreement to SBA.

DATED June 30, 2006.

NEVADA STATE DEVELOPMENT CORPORATION, a Nevada corporation

[Signature]
By: Lenny See, Senior Vice President

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

This instrument was acknowledged before me on June 29, 2006, by Mark McKibben, as Vice President of Heritage Bank of Nevada.

 MARCY ANNE RICH
Notary Public - State of Nevada
Appointment Recorded in Washoe County
No: 03-82830-2 - Expires July 8, 2008

[Signature]
Notary Public

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

This instrument was acknowledged before me on June 30, 2006, by Lenny See, Senior Vice President of NEVADA STATE DEVELOPMENT CORPORATION.

 STEPHANIE MORRIS
Notary Public - State of Nevada
Appointment Recorded in Washoe County
No: 99-3972-2 - Expires August 2, 2007

[Signature]
Notary Public

Exhibit A

Real Estate Collateral as described below:

The land referred to herein is situated in the State of Nevada, County of DOUGLAS, described as follows:

Beginning at a point at the Northwest corner of the parcel, Easterly of and 40 feet from the center line of Main Street in Gardnerville, and said point of beginning being described as bearing South 47°36'10" East 848.00 feet from the so-called Mill Street Monument located at the Northerly end of Gardnerville, said Mill Street Monument being further described as bearing South 29°03' West 942.71 feet from the one-quarter corner common to Sections 32 and 33; thence from the point of beginning, North 73°46' East along the fence and property line 293.00 feet to the Northeast corner of the parcel; thence South 08°52' East along the fence and property line 58.70 feet to the Southeast corner of the parcel; thence South 45°06' West along the property line 222.50 feet to a point on the Easterly right-of-way line of Main Street; thence North 44°54' West along said street right-of-way line 188.10 feet to the point of beginning.

Property being a portion of Section 33, Township 13 North, Range 20 East, M.D.B. & M.

APN: 1320-33-402-002

"In compliance with Nevada revised Statute 111.312, the therein above legal description was taken from instrument recorded September 15, 2005, Book 0905, Page 5128, as File No. 655114, recorded in the Official Records of Douglas County, State of Nevada."

Other Collateral:

Fixtures described in that certain Deed of Trust dated May 11, 2006, recorded on May 19, 2006 in Douglas County, Nevada in Book 0506, Page 7940 as Document Number 675404.

