

Recording Requested by
HOUSING CAPITAL COMPANY,
a Minnesota partnership

And when recorded return to:
HOUSING CAPITAL COMPANY
1825 South Grant Street, Suite 630
San Mateo, CA 94402
Attention: Loni Armaz
Loan No. 1381R-08-10

Douglas County - NV
Werner Christen - Recorder
Page: 1 Of 5 Fee: 18.00
BK-0607 PG- 0366 RPTT: 0.00



060102004SC

COLLATERAL ASSIGNMENT OF LICENSES, PERMITS AND DEVELOPER'S RIGHTS

This Assignment is made this May 17, 2007 by MONTERRA 270, LLC, a Nevada limited liability company, with an address of 990 Ironwood Drive, Minden, NV 89423 ("Assignor"), to Housing Capital Company, a Minnesota partnership ("Assignee"), with an address of 1825 South Grant Street, Suite 630, San Mateo, CA 94402.

WITNESSETH

WHEREAS, Assignee has agreed to make a loan to Assignor (the "Loan") evidenced by a revolving promissory note of even date herewith from Assignor to Assignee in the original principal amount of TWELVE MILLION AND NO/100THS DOLLARS (\$12,000,000.00) (the "Note") and secured by a Construction Deed of Trust with Assignment of Rents, Security Agreement and Fixture Filing of even date herewith, recorded at Book No. 0607, Page 340, Document No. 702257 of the Official Records of Douglas County, Nevada from Assignor to Assignee (the "Deed of Trust"), which Deed of Trust encumbers the real property described on Exhibit "A" attached hereto and made a part hereof ("Property") and the improvements to be constructed thereon (the "Improvements").

NOW, THEREFORE, to further secure the above-described Loan and in consideration of said Loan, Assignor does hereby collaterally assign, transfer and set over to Assignee, to the extent assignable and transferable, all of its rights, title, interests and privileges whatsoever, in and to the following:

1. All building permits, surveys, architectural plans and specifications, governmental approvals, licenses, agreements with any utility companies and any other consents and approvals which it may now or hereafter own with respect to or in connection with the Property;
2. All warranties and guaranties covering any furniture, equipment, machinery, building supplies and materials, appliances, fixtures and other property now or hereafter located on or placed upon the

Property, including without limitation, air conditioning, heating and other appliances and equipment; and

3. Any other governmental licenses, permits, approvals, allocations, contract rights, trade and fictitious names, and similar matters and documents obtained or to be obtained in the future which are necessary or appropriate for the construction, operation and management of the Improvements.
4. All water and water rights, ditches and ditch rights, reservoir and reservoir rights, stock or interest in irrigation or ditch companies, minerals, oil and gas rights, royalties, lease or leasehold interest owned by Trustor, now or hereafter used or useful in connection with appurtenant to or related to subject Property;
5. One Hundred Sixty-Four (164) development rights conveyed from PARK CATTLE CO. ("Park") to Trustor, as further described in that certain Development Rights Deed dated October 7, 2004, and recorded in the Official Records of Douglas County, Nevada on October 8, 2004, as Document Number 626176; and One Hundred One (101) development rights conveyed from PARK CATTLE CO. ("Park") to Trustor, as further described in that certain Development Rights Deed dated October 7, 2004, and recorded in the Official Records of Douglas County, Nevada on October 8, 2004, as Document Number 626177;
6. All rights of Trustor as it pertains to those five (5) Development Rights that currently run with the Property;
7. All of Assignor's rights, title, interests and privileges as "Declarant" under any declaration of covenants, conditions and restrictions encumbering the Property (the "Declaration"), including but not limited to all "special declarant's rights" as defined in NRS 116.110385. This is a complete collateral pledge and assignment of the Declarant's rights thereunder. This Assignment is supplementary to the pledges and assignments contained in the Deed of Trust and is given as additional security for the Note. The rights collaterally assigned herein are part of the Property pledged or assigned thereby. Assignor warrants that Assignee does not assume and is not responsible for any of the obligations or liabilities of the Assignor as Declarant under the Declaration, and none of the representations contained in any of the common-interest community documents required by Chapter 116 of the Nevada Revised Statutes shall be deemed to have been made by Assignee or impose any obligations on Assignee. All rights, benefits and privileges in favor of the Assignor as Declarant as set forth in the Declaration shall inure to the benefit of Assignee or a receiver or third-party purchaser in the event of power of sale or foreclosure of Assignee's Deed of Trust or a deed given in lieu of foreclosure of such Deed of Trust (the "Acquiror"). Acquiror's exercise of such rights, benefits and privileges shall not confer Declarant status on the Acquiror or subject the Acquiror to any of the obligations and liabilities of the Declarant. Notwithstanding anything to the contrary in the Declaration, the provisions of this paragraph as well as any others that grant specific rights in favor of mortgagees shall not be amended without the prior written consent of Assignee at any time that Assignee and/or its successors and assigns hold a deed of trust encumbering any individually subdivided lot or unit or acquire title to any lot or unit directly or indirectly through power of sale or foreclosure of Assignee's Deed of Trust or a deed given in lieu of foreclosure thereof. Notwithstanding anything to the contrary in the Declaration, no amendment to the Declaration or to the articles or the bylaws of any common-interest community association exercising jurisdiction over the Property shall be effective without the prior written consent of Assignee at any time that Assignee and/or its successors and assigns hold a deed of trust encumbering any lot or unit or any lot or unit is owned by an Acquiror.



8. Assignor covenants and warrants to Assignee that it has not nor shall it assign to any other person or entity any right, title, interest or privilege as Declarant as described herein, or any interest in such licenses, permits, approvals, allocations, contract rights, trade and fictitious names, or similar matters or documents and that Assignor shall take whatever action, including but not limited to the payment of fees and charges, necessary or required to keep this Assignment and such right, title, interest and privilege as Declarant as described herein and such licenses, permits, approvals, allocations, contract rights, trade and fictitious names, and similar matters or documents in full force and effect during the entire Loan term.
9. Assignor warrants that Assignee shall not be under any obligation to perform any of the terms and provisions of the items and matters assigned hereby. Nothing contained herein shall be construed to impose any liability upon Assignee by reason of the assignment granted hereby.
10. This Assignment shall be in full force and effect as of the date hereof, but until the occurrence of a Default as defined in the Loan Agreement of even date herewith executed by Assignor in favor of Assignee which continues after the expiration of any applicable grace period, Assignor shall have the right to take all action with respect to the items and matters assigned hereby.
11. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
12. Assignor acknowledges that the making of said Loan by Assignee to Assignor shall be made by Assignee in full reliance upon this Assignment. This instrument is for the sole benefit of Assignee and shall not be construed for the benefit of any third party or parties.
13. The recordation of a satisfaction of the Deed of Trust among the Official Records of Douglas County, Nevada, shall be deemed to automatically simultaneously terminate this assignment.

IN WITNESS WHEREOF, Assignor has executed this instrument as of May 17, 2007.

"ASSIGNOR"

MONTERRA 270, LLC,
a Nevada limited liability company

By: SYNCON HOMES,
a Nevada corporation
Manager

By: Andrew W. Mitchell
Andrew W. Mitchell, President
C.F.O. 



STATE OF NEVADA)
Douglas) ss.
CLARK COUNTY)

This instrument was acknowledged before me on May 24, 2007 by Andrew W. Mitchell
as C.F.O. of MONTERRA 270, LLC, a Nevada limited liability
company.

Joanne Detter
Notary Public



COPY



EXHIBIT A

Lots 1 through 21, Block A; Lots 22 through 37, Block B; Lots 38 through 51, Block C; Lots 52 through 63, Block D, Lots 64 through 75, Block E; Lots 76 through 87, Block F; Lots 88 through 101, Block G; Lots 102 through 105, Block H; Lot 106, Block I; Lots 107 through 112, Block J; and Lots 113 through 118, Block K, as set forth on Final Subdivision Map, Planned Unit Development, PD 02-05 of Monterra Phase 1, filed for record in the office of the County Recorder of Douglas County, State of Nevada, on August 24, 2005, in Book 0805, Page 11150, Document No. 653145.

APN'S: 1320-29-510-001 through 029 and 1320-29-610-001 through 091

