

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: Loan Administration Manager
Loan No. 1402L

1220-15-801-01
1220-15-701-001
1220-15-701-003
1220-22-000-005
1220-22-401-003
1220-28-000-009
1220-22-000-006

046503032

DOC # 718748
02/28/2008 11:41AM Deputy: PK
OFFICIAL RECORD
Requested By:
STEWART TITLE - CARSON
Douglas County - NV
Werner Christen - Recorder
Page: 1 of 11 Fee: 49.00
BK-208 PG-6789 RPTT: 0.00



**MEMORANDUM
OF
ADDITIONAL ADVANCE, CONSOLIDATION AND
FIFTH MODIFICATION AGREEMENT**

THIS ADDITIONAL ADVANCE, CONSOLIDATION AND FIFTH MODIFICATION AGREEMENT is dated as of February 26, 2008, by and between HOUSING CAPITAL COMPANY, a Minnesota partnership ("Beneficiary") and RANCHOS, LLC, a Nevada limited liability company ("Trustor").

RECITALS

Trustor has executed and delivered to Beneficiary that certain Promissory Note ("Note") Secured by Deed of Trust, payable to the order of Beneficiary, and dated October 25, 2004, in the original principal amount of SEVEN MILLION FIVE HUNDRED THOUSAND AND NO/100THS DOLLARS (\$7,500,000.00).

- A. The Note evidences a loan made by Beneficiary to Trustor of up to the original principal amount of the Note (the "Loan") and is secured by, among other things, that certain Deed of Trust (the "Deed of Trust") executed by Trustor in favor of Beneficiary, dated October 25, 2004, and recorded on November 2, 2004, as Instrument No. 0628225, Book 1104, Page 01029 in the Official Records of Douglas County, Nevada, encumbering certain real property more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Property").
- B. The Note and Deed of Trust and any and all other documents executed in connection with the Loan, as previously amended, are hereinafter collectively referred to as the "Loan Documents".
- C. Trustor and Beneficiary are entering into that certain Additional Advance, Consolidation and Fifth Modification Agreement of even date herewith (the "Additional Advance Agreement"), pursuant to which certain provisions of the Loan Documents are being supplemented, amended and extended, including without limitation, the extension of the maturity date of the Loan to April 1, 2008 and increasing the aggregate amount of the Loan as evidenced by an additional advance note ("Additional Advance Note") in the amount of THREE MILLION THREE HUNDRED FIFTY-FIVE THOUSAND AND NO/100THS DOLLARS (\$3,355,000.00) which results in an aggregate Loan amount of TEN MILLION EIGHT HUNDRED FIFTY-FIVE THOUSAND AND NO/100THS DOLLARS

(\$10,855,000.00). The Additional Advance Agreement and the Additional Advance Note and all other documents executed in connection therewith are referred to herein as the "Additional Advance Documents".

- D. Trustor and Beneficiary desire by this Agreement to modify the Loan Documents to reflect the Additional Advance Agreement and confirm the priority and security of the Loan Documents as so modified.

NOW THEREFORE, in consideration of the covenants and agreements contained herein and other valuable consideration, the receipt of which is hereby acknowledged:

1. The terms and provisions of the Additional Advance Agreement are incorporated herein by reference as though set forth herein in full.
2. The Loan Documents are hereby modified as follows:
 - a. The Deed of Trust and other Loan Documents which secure the Note are hereby modified to additionally secure the full performance of the Additional Advance Note and other Loan Documents as modified by the Additional Advance Agreement.
 - b. All references in the Loan Documents to the Note and other Loan Documents shall be deemed to refer to the Note and the Additional Advance Note and other Loan Documents as so modified, and all renewals, further modifications, changes or extensions thereof.
 - c. The Loan Documents, as so modified, continue to be effective as, and to constitute, a first and prior lien and charge on the Property, leases, rents and other property described therein to the full extend of all obligations secured or to be discharged thereby.
3. Except as specifically set forth herein, each of the terms and conditions of the Loan Documents shall remain unmodified and in full force and effect and is hereby reaffirmed.
4. This 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.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

“Lender/Beneficiary”

HOUSING CAPITAL COMPANY,
a Minnesota partnership

By: DFP Financial, Inc., a California corporation,
its Managing General Partner

By: *J. Armer*
Its: *Vice President*

“Borrower/Trustor”

RANCHOS, LLC,
a Nevada limited liability company

By: DGD DEVELOPMENT LIMITED PARTNERSHIP,
a Nevada limited partnership
Manager

By: SSS INVESTMENTS, LLC,
a Nevada limited liability company
General Partner

By: _____
John C. Serpa, Jr., Manager



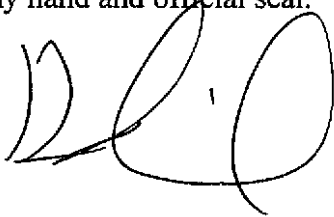
STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN MATEO)

On February 27, 2008, before me, Heidi P Ehrlich, a Notary Public, personally appeared V. ARMAR, 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/she/they executed the same in his/her/their authorized capacity, and that by his/her/their 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.

Signature



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

“Lender/Beneficiary”

HOUSING CAPITAL COMPANY,
a Minnesota partnership

By: DFP Financial, Inc., a California corporation,
its Managing General Partner

By: _____

Its: _____

“Borrower/Trustor”

RANCHOS, LLC,
a Nevada limited liability company

By: DGD DEVELOPMENT LIMITED PARTNERSHIP,
a Nevada limited partnership
Manager

By: SSS INVESTMENTS, LLC,
a Nevada limited liability company
General Partner

By: _____
John C. Serpa, Jr., Manager



STATE OF Nevada)
)
COUNTY OF Carson City) ss.

On February 27, 2008, before me, Wendy A. McMARTIN, a Notary Public, personally appeared John T. Supa 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/she/they executed the same in his/her/their authorized capacity, and that by his/her/their 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 Nevada that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Wendy A. McMARTIN

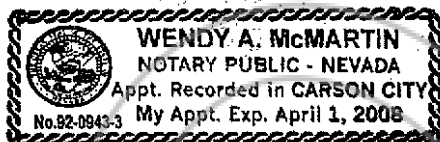


EXHIBIT A
(Property Description)

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

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

PARCEL 1:

The West 1/2 of the southeast 1/4 of section 15, Township 12 North, Range 20 East, M.D.B.&M., according to the official map thereof.

Together with the following property as described in document recorded August 21, 1985, Book 885, Page 2172, as Document No. 121873.

Commencing at the center 1/4 corner of Section 15, Township 12 North, Range 20 East, M.D.B.&M., as shown on the Official Plat of the Gardnerville Ranchos Subdivision, Unit #4 and recorded as Document No. 35915, Douglas County, Nevada, Recorder's Office; thence along the Easterly right-of-way of Dresslerville Road as described in the Deed of Dedication of Dresslerville Road and recorded as Document No. 19840, Douglas County, Nevada, Recorder's Office, south 00°00'30" West, 823.87 feet to the Point of Beginning; thence continuing South 00°00'30" West, 140.23 feet; thence along the arc of a curve to the left, tangent to the preceding course and having a delta angle of 90°05'30", radius of 120.00 feet and an arc length of 188.69 feet; thence North 89°55'00" East, 140.23 feet; thence along the arc of a curve to the right, tangent to the back bearing of the preceding course and having a delta angle of 90°05'30" radius of 260.00 feet and an arc length of 408.82 feet to the Point of Beginning.

EXCEPTING THEREFROM: The East 1/2 of the Northeast 1/4 of the Southwest 1/4 of the southeast 1/4 of said Section 15, Township 12 North, Range 20 East, M.D.B.&M.

FURTHER EXCEPTING THEREFROM: That portion beginning 660 feet South of a point which is the center of the Southeast 1/4 of Section 15, Township 12 North, Range 20 East; thence 132 feet South; thence 330 feet West; thence 132 feet North; thence 330 feet East to place of beginning.

~~**FURTHER EXCEPTING THEREFROM:** That portion described in the deeds of dedication to Douglas County, recorded April 6, 1962, as File No. 19840, Official Records, and recorded April 6, 1962, as File No. 19841, Official Records.~~

FURTHER EXCEPTING THEREFROM: That portion of said land described in document recorded August 21, 1985, in Book 885, Page 2167, Document No. 121872, further described as follows:

Commencing at the center 1/4 corner of Section 15, Township 12 North, Range 20 East, M.D.B.&M., as shown on the Official Plat of the Gardnerville Ranchos Subdivision, Unit 4 and recorded as Document No. 35915, Douglas County, Nevada, Recorder's Office; thence along the Easterly right-of-way of said document, South 00°01'16" West, 1,051.67 feet to the Point of Beginning; thence continuing South 00°01'16" West, 161.53 feet;



thence along the arc of a curve to the right, tangent to the back bearing of the preceding course, having a delta angle of 89°53'44", a radius of 40.00 feet and an arc length of 62.76 feet; thence North 89°55'00" East, 220.88 feet; thence along the arc of a curve to the right, tangent to the back bearing of the preceding course, having a delta angle of 50°02'00", radius of 340.00 feet and an arc length of 296.90 feet to the Point of Beginning.

Reference to said premises is made on that certain Record of Survey recorded December 15, 1989 in Book 1289 of Official Records, at Page 1634, as Document No. 216551.

APN's 1220-15-801-01, 1220-15-701-001 and 1220-15-701-003

"IN COMPLIANCE WITH NEVADA REVISED STATUE 111.312, THE HEREIN ABOVE LEGAL DESCRIPTION WAS TAKEN FROM INSTRUMENT RECORDED JUNE 28, 2002, BOOK 0602, PAGE 10571, AS FILE NO. 546092, RECORDED IN THE OFFICIAL RECORDS OF DOUGLAS COUNTY, STATE OF NEVADA."

PARCEL 2:

A parcel of laud located within the Southeast one-quarter of Section 22, Township 12 North, Range 20 East, M.D.B.&M., Douglas County, Nevada being more particularly described as follows:

BEGINNING at the Southeast corner of said Section 22, being a 5/8 inch rebar tagged RLS 3579, as shown on Record of Survey Map, Document No. 70249 of the Douglas County Recorder's Office; thence South 89°47'13" West 2,646.11 feet to the South 1/4 corner of said Section 22, being a 5/8 inch rebar in a rock mound;

thence North 00°15'52" West, along the West line of said Southeast one-quarter, 798.72 feet to a point on the Southerly line of Lot 962 of Gardnerville Ranchos Subdivision Unit No. 7;

thence North 77°06'00" East, along said Southerly line 17.34 feet to the Southwest corner of Lot 961 of said Subdivision;

thence North 79°54'00" East, along the Southerly line of said Lot 961, 66.94 feet;

thence along the Easterly line of said subdivision, the following 15 courses:

- 1) North 08°42'00" West 10.00 feet;
- 2) 28.80 feet along the arc of a curve to the right, having a central angle of 01°06'00" and a radius of 1,500.00 feet, (chord bears North 81°51'00" East, 28.80 feet);
- 3) North 07°36'00" West, 60.00 feet;
- 4) 7.26 feet along the arc of a curve to the left, having a central angle of 00°16'00" and a radius of 1,560.00 feet, (chord bears South 82°16'00" West, 7.26 feet);
- 5) North 07°52'00" West, 125.58 feet;
- 6) South 80°14'00" West, 21.58 feet;
- 7) North 08°36'00" West, 130.00 feet;
- 8) 31.68 feet along the arc of a curve to the right, having a central angle of 01°00'00" and a radius of 1,815.00 feet, (chord bears North 81°54'00" East, 31.68 feet);
- 9) North 07°36'00" West, 50.00 feet;



10) 17.36 feet along the arc of a curve to the right, having a central angle of 00°32'00" and a radius of 1,865.00 feet, (chord bears North 82°40'00" East, 17.36 feet);

11) North 07°04'00" West, 128.67 feet;

12) South 82°16'00" West, 9.33 feet;

13) North 07°44'00" West, 130.00 feet;

14) North 82°16'00" East, 10.00 feet;

15) North 07°44'00" West, 50.00 feet top the Northerly line of

Jill Drive;

thence North 82°16'00" East 140.30 feet;

thence 282.20 feet along the arc of a curve to the right having a central angle of 07°31'13" and a radius of 2,150.00 feet, (chord bears North 86°01'37" East, 281.99 feet);

thence North 89°47'13" East, 766.10 feet;

thence North 00°16'35" West, 998.72 feet to the North line of said Southeast one-quarter;

thence North 89°56'27" East, 1,434.18 feet to the East one-quarter corner of said Section 22;

thence South 00°16'35" East, along the East line of said Southeast one-quarter, 2,648.71 feet to the POINT OF BEGINNING.

Reference is made to Record of Survey for Southern Nevada Culinary and Bartenders Pension Trust, recorded December 15, 1989, in Book 1289, Page 1634, Document No. 216551.

TOGETHER with a 30 foot strip of land for access and drainage purposes as described in Deed executed by Southern Nevada Culinary and Bartenders Pension Trust, recorded December 15, 1989, in Book 1289, Page 1609, Document No. 216549.

APN 1220-22-000-005

"IN COMPLIANCE WITH NEVADA REVISED STATUE 111.312, THE HEREIN ABOVE LEGAL DESCRIPTION WAS TAKEN FROM INSTRUMENT RECORDED JULY 1, 2002, BOOK 0702, PAGE 008, AS FILE NO. 546096, RECORDED IN THE OFFICIAL RECORDS OF DOUGLAS COUNTY, STATE OF NEVADA."

PARCEL 3:

The Southeast 1/4 of the Southwest 1/4 of Section 22, Township 12 North, Range 20 East, M.D.B.&M.

EXCEPTING THEREFROM: That portion of said land lying within Gardnerville Ranchos Unit No. 7 filed in the Office of the County Recorder of Douglas County, Nevada, March 27, 1974, as File No. 72456.

APN 1220-22-401-003



PARCEL 4:

The East 1/2 of Northeast 1/4 of Section 28; the Northwest 1/4 of Northwest 1/4 of Section 27; all in Township 12 North, Range 20 East, M.D.B.&M., according to the official map thereof.

EXCEPTING THEREFROM: All that portion of said lands lying within Gardnerville Ranchos Unit No. 7 filed in the Office of the County Recorder of Douglas County, Nevada, March 27, 1974, as File No. 72456.

Reference is made to Record of Survey for Southern Nevada Culinary and Bartenders Pension Trust, Recorded December 15, 1989, in Book 1289, Page 1634, Document No. 216551.

APN 1220-28-000-009

"IN COMPLIANCE WITH NEVADA REVISED STATUTE 111.312, THE HEREIN ABOVE LEGAL DESCRIPTION WAS TAKEN FROM INSTRUMENT RECORDED JUNE 28, 2002, BOOK 0602, PAGE 10559, AS FILE NO. 546086, RECORDED IN THE OFFICIAL RECORDS OF DOUGLAS COUNTY, STATE OF NEVADA."

PARCEL 5:

A Parcel of land located within the Northeast one-quarter of Section 22 and the West, one-half of the West one-half of Section 23 Township 12 North, Range 20 East, M.D.B.&M., Douglas County, Nevada, being more particularly described as follows:

BEGINNING at the North one-quarter corner of said Section 22, being a 2 inch iron pipe in concrete marked RLS 1635, as shown on Record of Survey Map, Document No. 70249 of the Douglas County Recorder's Office; thence South 89°55'57" East, 1326.99 feet to a 2 inch iron pipe marked Southwest corner, Southeast 1/4, Southeast 1/4, Section 15 RLS 1688; thence South 00°11'14" East, 30.00 feet; thence South 89°56'10" East, along the Southerly line of a 30 foot wide roadway, 1326.80 feet to a point on the East line of said Section 22; thence South 00°05'56" East, along said East line, 1293.37 feet to the Northwest corner of the Southwest one-quarter of the Northwest one-quarter of said Section 23, being a 5/8 inch rebar tagged RLS 3579; thence South 89°53'01" East, 1329.96 feet to a 2 inch iron pipe marked Northwest Corner, Southeast 1/4, Northwest 1/4, Section 23, RLS 1688; thence South 00°02'20" East, 1321.90 feet to a 2 inch iron pipe marked Southeast corner, Southwest 1/4, Northwest 1/4, Section 23, RLS 1688; thence South 00°07'49" East, 1323.82 feet to a 2 inch iron pipe marked Southwest corner, Northeast 1/4, Southwest 1/4, Section 23, RLS 1688; thence North 89°57'40" West, 1325.19 feet to the Southwest corner of the Northwest one-quarter of the Southwest one-quarter of said Section 23, being a 5/8 inch rebar tagged RLS 3579; thence North 00°16'35" West 1324.36 feet to the West one-quarter corner of said Section 23, being a 60-D spike in a rock mound; thence South 89°56'27" West, along the South line of the Northeast one-quarter of said Section 22, 1434.18 feet; thence North 00°16'35" West, 210.00 feet; thence South 89°56'27" West, 1211.36 feet to a point on the West line of the Northeast one-quarter of said Section 22; thence North 00°16'S1" West, along said West line, 1116.28 feet to a 5/8 inch rebar tagged RLS 3907; thence North 00°16'32" West, along said West line, 1326.07 feet to the POINT OF BEGINNING.

Reference is made as Lot 1 on that Record of Survey for Southern Nevada Culinary and Bartenders Pension Trust,



Recorded December 15, 1989, in Book 1289, Page 1634, Document No. 216551.

APN 1220-22-000—006

“IN COMPLIANCE WITH NEVADA REVISED STATUE 111.312, THE HEREIN ABOVE LEGAL DESCRIPTION WAS TAKEN FROM INSTRUMENT RECORDED JUNE 28, 2002, BOOK 0602, PAGE 10559, AS FILE NO. 546086, RECORDED IN THE OFFICIAL RECORDS OF DOUGLAS COUNTY, STATE OF NEVADA.”

