

APN: 1320-29-000-008
1320-33-210-072

When recorded return to:
Opal Investments, LLC
c/o Private Capital Investments
3201 Danville Blvd., Suite 170
Alamo, CA 94507

SIGNED IN COUNTERPART

1101564-LI

AMENDMENT TO DEED OF TRUST

THIS AMENDMENT TO DEED OF TRUST ("**Amendment**") is entered into as of January 29, 2015 (the "**Effective Date**") between OPAL INVESTMENTS LLC, a Nevada limited liability company; THE BEN NV TRUST; and ALLURE PEBBLE, LLC, a Nevada limited liability company, as beneficiary (collectively, "**Lender**"); NORTHERN NEVADA TITLE COMPANY, as trustee; and THE RANCH AT GARDNERVILLE, LLC, a Nevada limited liability company; and THE RANCH AT GARDNERVILLE 1, LLC, a Nevada limited liability company, as trustor (collectively, "**Borrower**"), with respect to the following facts:

A. Borrower executed that certain Deed of Trust (as amended by this Amendment and any other amendments, the "**Deed of Trust**") dated as of May 29, 2014 and recorded in the public records of Douglas County, Nevada (the "**County**") on June 3, 2014, as Document No. 843860 in Book 614, Page 393 (and re-recorded on November 10, 2014, as Document No. 2014-852544, and re-recorded on November 14, 2014, as Document No. 2014-852818), which encumbers certain real property in the County, including Assessor's Parcel Number 1320-29-000-008 (the "**Northern Parcel**") and Assessor's Parcel Number 1320-33-210-072 (the "**Southern Parcel**"), as more particularly described in the Deed of Trust (collectively, the "**Property**").

B. The Ranch at Gardnerville 1, LLC ("**Ranch 1**") also executed that certain Deed of Trust (as amended, the "**Southern Parcel First Deed of Trust**") dated as of September 3, 2013 and recorded in the public records of the County on September 6, 2013, as Document No. 830122 in Book 913 on Page 1038, which encumbers the Southern Parcel, as more particularly described in the Southern Parcel First Deed of Trust.

C. Lender and Borrower desire to amend the Deed of Trust pursuant to the terms of the Loan Modification Agreement dated as of the Effective Date between Lender and Borrower (the "**Modification Agreement**").

Therefore, the parties agree as follows:

1. **Reaffirmation.** Borrower reaffirms all of its obligations under the Deed of Trust, and acknowledges that it has no claims, counterclaims, offsets or defenses with respect to its obligations under the Deed of Trust.

2. Note. The "Note" referenced in the Deed of Trust shall mean that certain Note dated as of May 29, 2014, as amended by that certain Amendment to Note dated as of the Effective Date.

3. Partial Releases. Lender agrees to release portions of the Property from the lien of the Deed of Trust from time to time upon Borrower's strict compliance with the following conditions:

(a) With respect to the Southern Parcel:

(i) Borrower is not then in Default of the Deed of Trust.

(ii) The portion of the Southern Parcel to be released must be a single family residential lot which must be a legal parcel as shown on a duly recorded final subdivision map (a "Southern Parcel Lot"), and the real property remaining encumbered by the Deed of Trust after the release must be comprised entirely of one or more legal parcels.

(iii) If, in connection with the release of a Southern Parcel Lot, Ranch 1 (or its successor) pays to the beneficiary under the Southern Parcel First Deed of Trust the partial release amount described in the Southern Parcel First Deed of Trust, then Borrower shall not be required to pay an additional amount to Lender in order to release such Southern Parcel Lot.

(iv) From and after the release of the Southern Parcel from the encumbrance of the Southern Parcel First Deed of Trust, Borrower shall deliver to Lender the sum of \$32,500 in immediately available funds (the "Southern Parcel Release Amount") in connection with the release of each Southern Parcel Lot.

(v) Borrower shall pay all costs and fees in connection with the release of the Southern Parcel Lot, including without limitation the cost of preparing and recording the partial reconveyance instrument.

(b) With respect to the Northern Parcel:

(i) Borrower is not then in Default of the Deed of Trust.

(ii) The portion of the Northern Parcel to be released must be a single family residential lot which must be a legal parcel as shown on a duly recorded final subdivision map (a "Northern Parcel Lot"), and the real property remaining encumbered by the Deed of Trust after the release must be comprised entirely of one or more legal parcels.

(iii) Borrower shall deliver to Lender the following amounts in immediately available funds (the "Northern Parcel Release Amount") in connection with the release of a Northern Parcel Lot:

(1) if the sales price of the Northern Parcel Lot is less than \$70,000, the release amount is \$30,000;

(2) if the sales price of the Northern Parcel Lot is between \$70,000 and \$74,999, the release amount is \$30,000 plus 70% of the sales price that exceeds \$70,000;

(3) if the sales price of the Northern Parcel Lot is between \$75,000 and \$79,999, the release amount is \$30,000 plus 70% of the sales price that exceeds \$75,000; and

(4) if the sales price of the Northern Parcel Lot is \$80,000 or more, the release amount is \$30,000 plus 70% of the sales price that exceeds \$80,000.

(iv) Borrower shall pay all costs and fees in connection with the release of the Northern Parcel Lot, including without limitation the cost of preparing and recording the partial reconveyance instrument.

The foregoing provisions in this Section 3 supersede any other provisions concerning the release of portions of the Property from the lien of the Deed of Trust which may be contained in the Deed of Trust or the Note.

4. Escrow Funds. Section 3 of the Deed of Trust (Funds for Escrow Items) is hereby deleted in its entirety, and Borrower and Lender hereby release each other from all liability under the provisions of Section 3. Borrower is solely responsible for paying all taxes, assessments and insurance premiums directly to the party entitled to such payments.

5. Waiver of Marshaling. Lender shall have the right to determine the order in which any or all of the Property shall be subjected to the remedies provided in the Deed of Trust or by applicable law. Lender shall have the right to determine the order in which the indebtedness is satisfied from the proceeds realized upon the exercise of such remedies. Borrower waives all rights to require the marshaling of assets or to require that any of the Property be sold in any particular order or manner in connection with Lender's exercise of the remedies provided in the Deed of Trust or afforded by applicable law.

6. Default and Remedies.

(a) Without limiting any other provisions in the Deed of Trust concerning Borrower's default, any of the following shall constitute a default of Borrower under the Deed of Trust (a "Default"):

(i) The failure of Borrower to make any payment required under the Modification Agreement, the Note or the Deed of Trust pursuant to the terms of such documents, as amended.

(ii) The breach of any representation, warranty or covenant under the Modification Agreement, the Note or the Deed of Trust pursuant to the terms of such documents, as amended.

(iii) Any other breach of Borrower under the Modification Agreement, the Note or the Deed of Trust pursuant to the terms of such documents, as amended.

(iv) The admission by Borrower in writing of its inability to pay its debts generally as they become due, or the filing by Borrower of a petition or action for relief under any bankruptcy, reorganization or insolvency law, or any other law or laws for the relief of, or relating to, debtors.

(v) The filing of any involuntary petition under any bankruptcy or insolvency law against Borrower, or the appointment of a custodian, receiver or trustee to take possession of the Property or other assets of Borrower, unless such petition or appointment is or has been set aside or withdrawn within thirty (30) days from the date of such filing or appointment.

(b) Upon the occurrence of a Default by Borrower, Lender shall have all rights and remedies available to Lender under the law or in equity, and under the terms of the Modification Agreement, the Note or the Deed of Trust, as amended. Without limiting the foregoing, upon a Default by Borrower, the entire unpaid balance of the Note and all accrued interest and late fees, shall, at the option of Lender, become immediately due and payable. All remedies of Lender are cumulative and non-exclusive.

7. No Other Amendment. The Deed of Trust, as amended by this Amendment, shall remain in full force and effect. Nothing in this Amendment is intended to waive any rights or remedies of the Lender under the Deed of Trust, or any defaults of Borrower under the Deed of Trust. The Deed of Trust shall continue to be a valid and subsisting first priority lien against the Northern Parcel, and a second priority lien against the Southern Parcel.

8. General Provisions. This Amendment has been negotiated and drafted collectively by the parties and therefore shall not be construed for or against any party. This Amendment may be executed in counterparts, which taken together constitute one and the same Amendment. All matters arising under or relating to this Amendment are governed by the laws of the State of Nevada. Jurisdiction and venue for any action arising under or relating to this Amendment shall be exclusively in Clark County, Nevada. In such action, the prevailing party is entitled to the payment of its actual and reasonable attorneys' fees and costs. This Amendment is the final, complete and integrated statement of the parties' agreement regarding this subject matter, and supersedes all prior and contemporaneous offers, agreements and understandings.

[signatures and acknowledgements on following pages]

OPAL INVESTMENTS LLC

By: CB Administrative Trust, Manager

By: _____

Print Name: _____

Title: _____

THE BEN NV TRUST

By: _____

Print Name: _____

Title: _____

ALLURE PEBBLE, LLC

By: _____

Print Name: _____

Title: _____

THE RANCH AT GARDNERVILLE 1, LLC

By: Wealth Strategies by Bayliss & McAninch, Inc., Manager

By: Michael D Bayliss

Print Name: Michael D Bayliss

Title: President

By: Wealth Strategies Development, Inc., Manager

By: Michael D Bayliss

Print Name: Michael D Bayliss

Title: Secretary

THE RANCH AT GARDNERVILLE, LLC

By: Wealth Strategies by Bayliss & McAninch, Inc., Manager

By: Michael D Bayliss

Print Name: Michael D Bayliss

Title: President

By: Wealth Strategies Development, Inc., Manager

By: Michael D Bayliss

Print Name: Michael D Bayliss

Title: Secretary

OPAL INVESTMENTS LLC

By: CB Administrative Trust, Manager

By: _____

Print Name: _____

Title: _____

THE BEN NV TRUST

By: _____

Print Name: _____

Title: _____

ALLURE PEBBLE, LLC

By: _____

Print Name: SETH URE

Title: MGR

THE RANCH AT GARDNERVILLE 1, LLC

By: Wealth Strategies by Bayliss & McAninch, Inc., Manager

By: _____

Print Name: _____

Title: _____

By: Wealth Strategies Development, Inc., Manager

By: _____

Print Name: _____

Title: _____

THE RANCH AT GARDNERVILLE, LLC

By: Wealth Strategies by Bayliss & McAninch, Inc., Manager

By: _____

Print Name: _____

Title: _____

By: Wealth Strategies Development, Inc., Manager

By: _____

Print Name: _____

Title: _____

OPAL INVESTMENTS LLC

By: CB Administrative Trust Manager

By: [Signature]

Print Name: ERIK NILSON

Title: TRUSTEE

THE BEN NV TRUST

By: Nelle Pugsley

Print Name: Nelle Pugsley

Title: trustee

ALLURE PEBBLE, LLC

By: _____

Print Name: _____

Title: _____

THE RANCH AT GARDNERVILLE 1, LLC

By: Wealth Strategies by Bayliss & McAninch, Inc., Manager

By: _____

Print Name: _____

Title: _____

By: Wealth Strategies Development, Inc., Manager

By: _____

Print Name: _____

Title: _____

THE RANCH AT GARDNERVILLE, LLC

By: Wealth Strategies by Bayliss & McAninch, Inc., Manager

By: _____

Print Name: _____

Title: _____

By: Wealth Strategies Development, Inc., Manager

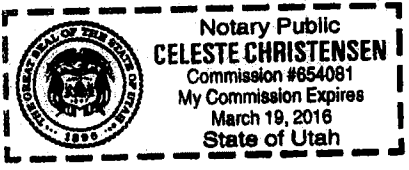
By: _____

Print Name: _____

Title: _____

STATE OF NEVADA Wah)
)
COUNTY OF CLARK Davis)

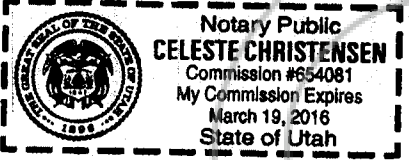
This instrument was acknowledged before me on this 2nd day of February, 2015 by Kara K. Wilson as Trustee of CB Administrative Trust, as Manager of Opal Investments LLC.



[Signature]
NOTARY PUBLIC

STATE OF NEVADA Wah)
)
COUNTY OF CLARK Davis)

This instrument was acknowledged before me on this 2nd day of February, 2015 by Welle Peggley as Trustee of The Ben NV Trust.



[Signature]
NOTARY PUBLIC

STATE OF NEVADA)
)
COUNTY OF CLARK)

This instrument was acknowledged before me on this _____ day of January, 2015 by _____ as _____ of Allure Pebble, LLC.

NOTARY PUBLIC

STATE OF NEVADA)
)
COUNTY OF CLARK)

This instrument was acknowledged before me on this ____ day of January, 2015 by _____ as Trustee of CB Administrative Trust, as Manager of Opal Investments LLC.

NOTARY PUBLIC

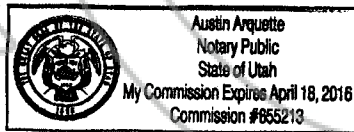
STATE OF NEVADA)
)
COUNTY OF CLARK)

This instrument was acknowledged before me on this ____ day of January, 2015 by _____ as Trustee of The Ben NV Trust.

NOTARY PUBLIC

UTAH
STATE OF NEVADA)
)
DAVIS
COUNTY OF CLARK)

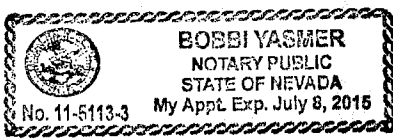
This instrument was acknowledged before me on this 30 day of January, 2015 by Seth Ure as Manager of Allure Pebble, LLC.



[Signature]
NOTARY PUBLIC

STATE OF NEVADA)
COUNTY OF CARSON City)

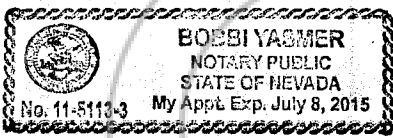
This instrument was acknowledged before me on this 30 day of January, 2015 by Michael D. Bayliss as PRESIDENT of Wealth Strategies by Bayliss & McAninch, Inc., as Manager of The Ranch at Gardnerville, LLC.



Bobbi Yasmer
NOTARY PUBLIC

STATE OF NEVADA)
COUNTY OF CARSON City)

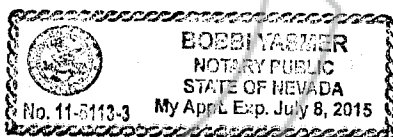
This instrument was acknowledged before me on this 30 day of January, 2015 by Michael D. Bayliss as SECRETARY of Wealth Strategies Development, Inc., as Manager of The Ranch at Gardnerville, LLC.



Bobbi Yasmer
NOTARY PUBLIC

STATE OF NEVADA)
COUNTY OF CARSON CITY)

This instrument was acknowledged before me on this 30 day of January, 2015 by Michael D. Bayliss as PRESIDENT of Wealth Strategies by Bayliss & McAninch, Inc., as Manager of The Ranch at Gardnerville 1, LLC.



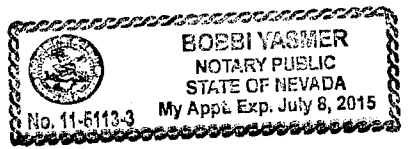
Bobbi Yasmer
NOTARY PUBLIC

STATE OF NEVADA)
)
COUNTY OF CARSON CITY)

This instrument was acknowledged before me on this 30 day of January, 2015 by Michael Bayliss as Secretary of Wealth Strategies Development, Inc., as Manager of The Ranch at Gardnerville 1, LLC.

Bobbi Yasmer

NOTARY PUBLIC



COPY

EXHIBIT "A"

PARCEL 1

A parcel of land located within a portion of the South one-half (s1/2) of Section 29, Township 13 North, Range 20 East, Mount Diablo Meridian, more particularly described as follows:

Commencing at the center of Section 29, T.13N., R.20E., M.D.M., a found 5/8" rebar with plastic cap, PLS 11172 as shown on the Record of Survey to Support a Boundary Line Adjustment for Park Cattle Co. recorded September 28, 2004 in the office of the Recorder, Douglas County, Nevada as Document No. 625243, the POINT OF BEGINNING;

thence along the North line of the Southeast one-quarter of said Section 29, South 89°23'21" East, 1693.57 feet; thence South 00°20'20" West, 1690.72 feet to the Northeast corner of Lot 42 as shown on the Second Amended Record of Survey for John B. Anderson recorded June 4, 1981 in said office of Recorder as Document No. 56926, a found 5/8" rebar with cap, RLS 2280; thence along the North line of said Lot 42, North 88°45'34" West, 1728.80 feet to the Northwest corner of said Lot 42; thence along an existing fence as described in the Deed between Grace M. Dangberg and Henry F. and Edith Hazel Seeman recorded March 17, 1947 in said office of Recorder in Book Y of Deeds, at Page 145, North 00°56'42" East, 1457.48 feet to a point on the Southerly right-of-way of Buckeye Road as described in Grant Deeds for Public Roadway recorded April 13, 1998 in said office of Recorder in Book 498, at Page 1993 and as recorded December 3, 1998 in Book 1298, at Page 826; thence along said right-of-way of Buckeye Road, the following courses:

Along the arc of a non-tangent curve to the right having a radius of 690.00 feet, central angle of 30°22'50", arc length of 365.86 feet, and chord bearing and distance of North 65°37'05" East, 361.59 feet; North 80°48'30" East, 117.90 feet; North 89°29'43" West, 425.92 feet; thence North 01°26'19" East, 42.20 feet to the POINT OF BEGINNING.

Reference is made to Record of Survey to Support a Boundary Line Adjustment for Alton A. & Suan L. Anker and Park Cattle Co., filed for record in the office of the Douglas County Recorder on June 28, 2006 in Book 0606, Page 9503 as Document No. 678199.

Note: Legal description previously contained in Document No. 679108, recorded July 7, 2006 in Book 706, Page 2210, Official Records of Douglas County, State of Nevada.

Assessor's Parcel No. 1320-29-000-008

PARCEL 2

Remainder Parcel as shown on FINAL MAP PLANNED UNIT DEVELOPMENT PD 04-008 THE RANCH AT GARDNERVILLE PHASE IIA-1, recorded in the office of the Douglas County Recorder, State of Nevada on June 18, 2013 in Book 613 at Page 4667 as Document No. 825569, Official Records.

Assessor's Parcel No. 1320-33-210-072