

APN: 1320-33-210-072

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

1100763-LI

SIGNED IN COUNTERPART**AMENDMENT TO DEED OF TRUST**

THIS AMENDMENT TO DEED OF TRUST ("**Amendment**") is entered into as of January 29, 2015 (the "**Effective Date**") between RUBY CAPITAL INVESTMENTS, LLC, a Nevada limited liability company, as beneficiary ("**Lender**"); NORTHERN NEVADA TITLE COMPANY, as trustee; and THE RANCH AT GARDNERVILLE 1, LLC, a Nevada limited liability company, as trustor ("**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 September 3, 2013 and recorded in the public records of Douglas County, Nevada (the "**County**") on September 6, 2013, as Document No. 830122 in Book 913 on Page 1038, which encumbers certain real property in the County, as more particularly described in the Deed of Trust (the "**Property**").

B. Borrower and its affiliate, The Ranch at Gardnerville, LLC, executed that certain Deed of Trust (as amended, the "**Second Deed of Trust**") dated as of May 29, 2014 and recorded in the public records of 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 the Property as well as other real property in the County.

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 September 3, 2013, as amended by that certain Amendment to Note dated as of the Effective Date. The date by which Borrower must pay the debt described in the Note in full is July 1, 2015.

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) Borrower is not then in Default of the Deed of Trust, and Borrower is not then in default of the Second Deed of Trust.

(b) The portion of the Property 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 "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.

(c) Borrower shall deliver to Lender the sum of \$32,500 in immediately available funds (the "Release Amount") in connection with the release of each Lot.

(d) Borrower shall pay all costs and fees in connection with the release of the 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 lien against the Property.

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.

RUBY CAPITAL INVESTMENTS, LLC

By: RC Administrative Trust, Manager

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

[acknowledgments on following page]

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.

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RUBY CAPITAL INVESTMENTS, LLC

By: RC Administrative Trust Manager

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: _____

[acknowledgments on following page]

STATE OF NEVADA)
)
COUNTY OF CLARK)

This instrument was acknowledged before me on this _____ day of January, 2015 by _____ as _____ of RC Administrative Trust, as Manager of Ruby Capital Investments, LLC.

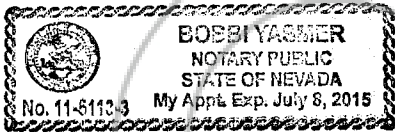
NOTARY PUBLIC

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

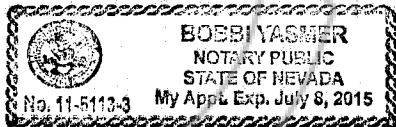


STATE OF NEVADA)
)
COUNTY OF CARSON CITY)

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

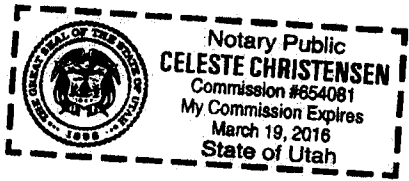
Bobbi Yasmer

NOTARY PUBLIC



STATE OF NEVADA Wah)
COUNTY OF CLARK Davis)

This instrument was acknowledged before me on this 2nd day of February, 2015 by Egra K. Wilson as Trustee of RC Administrative Trust, as Manager of Ruby Capital Investments, LLC.



[Signature]
NOTARY PUBLIC

STATE OF NEVADA)
COUNTY OF _____)

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

NOTARY PUBLIC

STATE OF NEVADA)
COUNTY OF _____)

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

NOTARY PUBLIC

Exhibit "A"

Lot D, Parcel 2A, Parcel 2B and 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.

