

APN: 1318-22-002-001  
1318-22-002-002

Recording Requested and  
When Recorded Return to:

Seyfarth Shaw LLP  
560 Mission Street, Suite 3100  
San Francisco, California 94105  
Attn: Robin Freeman, Esq.

(Space Above For Recorder's Use)

#### MEMORANDUM OF THIRD MODIFICATION OF LOAN DOCUMENTS

The undersigned, **TAHOE SHORES LLC**, a Nevada limited liability company ("Borrower"), acknowledges that it entered into that certain Deed of Trust, Assignment of Leases and Rents, Fixture Filing, and Security Agreement dated as of July 29, 2011, and recorded against the real property (the "Property") legally described on the Exhibit A attached hereto and incorporated herein by this reference on July 29, 2011 as Document No. 787256 in the Official Records of Douglas County, Nevada (the "Official Records"), as amended by that certain First Modification Agreement dated as of May 10, 2013, and recorded against the Property on July 17, 2013 in the Official Records as Instrument No. 0827168, as further amended by that certain Second Modification Agreement by and between Borrower and Lender, dated as of July 28, 2014, and that certain Memorandum of Modification of Loan Documents by and between Borrower and Lender, dated as of July 28, 2014, and recorded against the Property on July 28, 2014 in the Official Records as Instrument No. 0847012 (as so amended, the "Deed of Trust"), which Deed of Trust secured the obligations of Borrower in connection with a loan (the "Loan") in the original principal amount of Eleven Million Five Hundred Thousand and 00/100 Dollars (\$11,500,000.00), made by **DB PRIVATE WEALTH MORTGAGE LTD.**, a New York banking corporation, as lender, to Borrower. The documents evidencing the Loan are referred to as the "Loan Documents". Capitalized terms not defined herein shall have the meaning set forth in the Loan Documents.

On or about the date hereof, Borrower and Lender modified certain terms of the Loan Documents pursuant to a separate written agreement, including, but not limited to, extending the Maturity Date to September 28, 2015, and granting Borrower an option to extend the term of the Loan for a period of ten (10) months. In addition, Borrower and Guarantors reaffirmed their respective obligations in connection with the Loan.

This Memorandum of Modification of Loan Documents (this "Memorandum") may be executed in multiple counterparts.

DATED: Effective as of this 28th day of July, 2015.

COPY

IN WITNESS WHEREOF, each of the parties hereto has cause this Memorandum to be duly executed as of the day and year first above written.

**BORROWER:**

**TAHOE SHORES LLC,**  
a Nevada limited liability company

By: South Shore Tahoe, LLC,  
a Nevada limited liability company,  
its sole member

By: Bluelake Partners, LLC  
a Nevada limited liability company,  
its co-manager

By: [Signature]  
Name: Gary Sabin  
Title: Chairman

By: KBM Enterprises LLC,  
a Nevada limited liability company,  
its co-manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[Signatures Continue on Next Page]

# ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of San Diego

On July 27, 2015 before me, Rachel Miller Notary Public  
(insert name and title of the officer)

personally appeared Gary B. Sobin  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in ~~his/her~~ their authorized capacity(ies), and that by ~~his/her~~ their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) 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 Rachel Miller (Seal)



IN WITNESS WHEREOF, each of the parties hereto has cause this Memorandum to be duly executed as of the day and year first above written.

**BORROWER:**

**TAHOE SHORES LLC,**  
a Nevada limited liability company

By: South Shore Tahoe, LLC,  
a Nevada limited liability company,  
its sole member

By: Bluelake Partners, LLC  
a Nevada limited liability company,  
its co-manager

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: KBM Enterprises LLC,  
a Nevada limited liability company,  
its co-manager

By:  \_\_\_\_\_

Name: Kim Mealy

Title: MANAGER

[Signatures Continue on Next Page]

**ACKNOWLEDGMENT**

State of Nevada  
County of Douglas

On July 28, 2015, before me, Juliette P. Snyder, a Notary Public in and for said State, personally appeared Robert M. Mecay, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) 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.

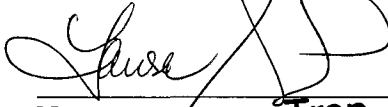
WITNESS my hand and official seal.

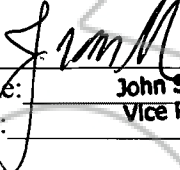
Signature Juliette P. Snyder (Seal)

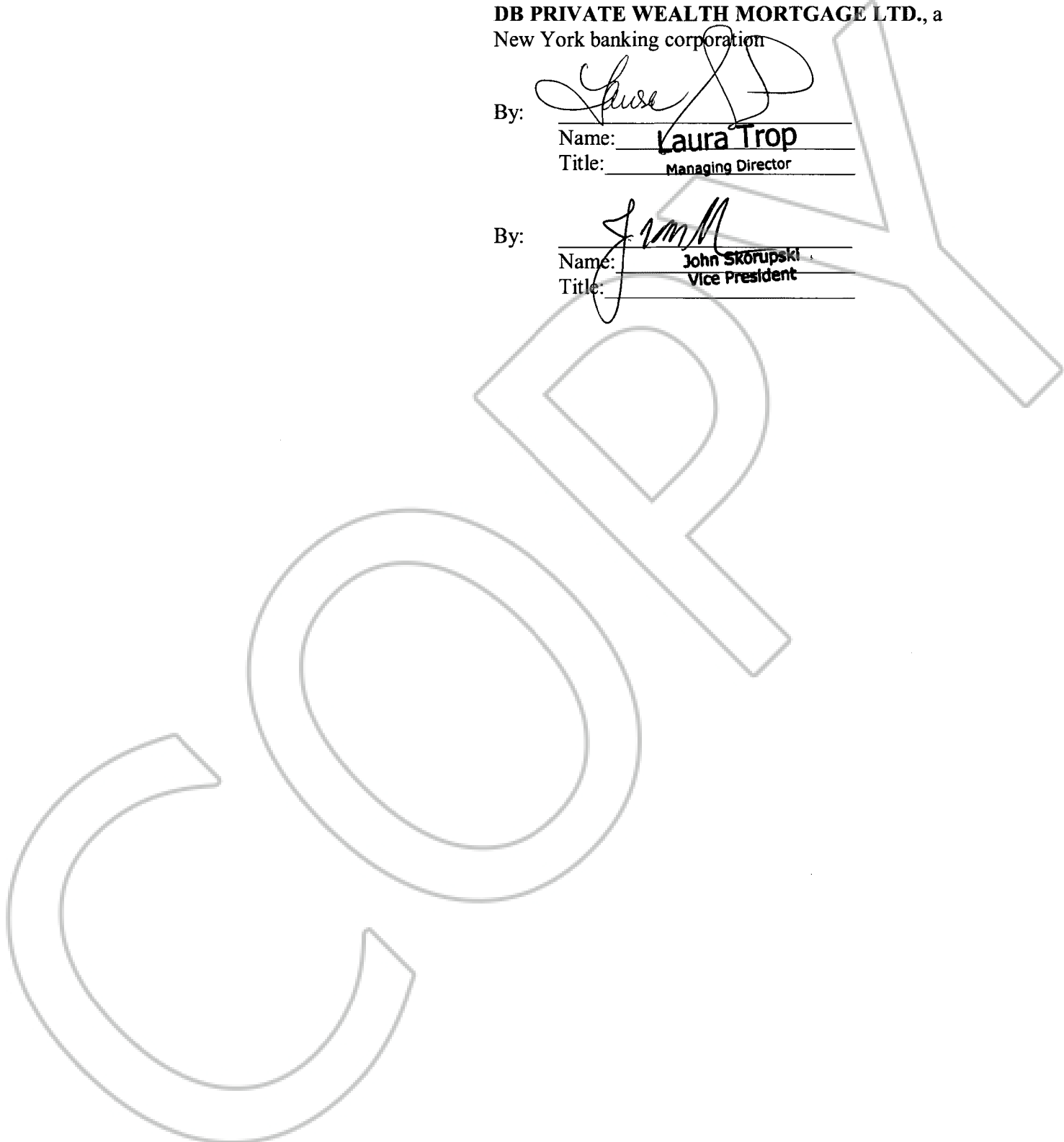
JULIETTE P. SNYDER  
NOTARY PUBLIC  
STATE OF NEVADA  
Appt. No. 02-73776-5  
My Appt. Expires Jan. 13, 2016

**LENDER:**

**DB PRIVATE WEALTH MORTGAGE LTD., a**  
New York banking corporation

By:   
Name: Laura Trop  
Title: Managing Director

By:   
Name: John Skorupski  
Title: Vice President



STATE OF NEW YORK )  
 ) SS.:  
COUNTY OF NEW YORK )


On the 28 day of July, 2015, before me, the undersigned, a notary public in and for said state, personally appeared Laura Trope, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

  
\_\_\_\_\_  
Notary Public

ANUSUYA BARUA  
Notary Public, State of New York  
No. 01BA6091635  
Qualified in Queens County  
Commission Expires 4-28-2019

STATE OF NEW YORK )  
 ) SS.:  
COUNTY OF NEW YORK )

On the 28 day of July, 2015, before me, the undersigned, a notary public in and for said state, personally appeared John Skorupski, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

  
\_\_\_\_\_  
Notary Public

ANUSUYA BARUA  
Notary Public, State of New York  
No. 01BA6091635  
Qualified in Queens County  
Commission Expires 4-28-2019



## EXHIBIT A

### Legal Description of Property

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

#### PARCEL NO. 1:

BEING A PORTION OF THE SOUTH ONE-HALF AND THE SOUTHEAST ONE QUARTER OF THE NORTHEAST ONE QUARTER OF SECTION 22, TOWNSHIP 13 NORTH, RANGE 18 EAST, M.D.B.&M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE SECTION CORNER COMMON TO SECTIONS 22, 23, 26 AND 27 OF SAID TOWNSHIP AND RANGE; THENCE SOUTH  $60^{\circ}13'$  WEST, A DISTANCE OF 127.20 FEET; THENCE NORTH  $61^{\circ}$  WEST, A DISTANCE OF 1340.20 FEET TO THE MOST EASTERLY CORNER OF THE NEVADA STATE FARM BUREAU PROPERTY AS DESCRIBED IN THE DEED RECORDED JANUARY 7, 1954 IN BOOK B-1 OF DEEDS, AT PAGE 14, DOUGLAS COUNTY, NEVADA, RECORDS, BEING ALSO THE SOUTHWESTERLY CORNER OF THE PROPERTY SHOWN ON THE MAP OF OLIVER PARK, AS FILED ON FEBRUARY 2, 1959 IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA; THENCE NORTH ALONG THE EASTERLY LINE OF SAID FARM BUREAU PROPERTY, A DISTANCE OF 300.00 FEET TO AN ANGLE POINT, AND BEING THE NORTHWESTERLY CORNER OF LOT 16, IN BLOCK 3 AS SHOWN ON THE MAP OF OLIVER PARK; THENCE CONTINUING ALONG THE NORTHEASTERLY AND NORTHERLY LINES OF SAID FARM BUREAU PROPERTY, AND THE SOUTHERLY LINE OF THE PROPERTY CONVEYED TO TAHOE VILLAGE PROPERTIES, INC., BY DEED RECORDED AUGUST 19, 1955 IN BOOK B-1 OF DEEDS, AT PAGE 417, DOUGLAS COUNTY, NEVADA, RECORDS, NORTH  $32^{\circ}20'40''$  WEST, A DISTANCE OF 362.80 FEET; THENCE CONTINUING ALONG THE LINE COMMON TO SAID PROPERTIES NORTH  $60^{\circ}40'41''$  WEST, A DISTANCE OF 648.68 FEET, TO THE SOUTHWESTERLY CORNER OF THE PROPERTY CONVEYED TO R. D. KEILLOR, ET AL, BY DEED RECORDED APRIL 16, 1963 IN BOOK 16 OF OFFICIAL RECORDS, AT PAGE 695, DOUGLAS COUNTY, NEVADA, RECORDS; THE TRUE POINT OF BEGINNING; THENCE FROM THE TRUE POINT OF BEGINNING, NORTH  $60^{\circ}46'32''$  WEST (NORTH  $60^{\circ}40'53''$  WEST), 1744.35 FEET; (1744.33 FEET) THENCE NORTH  $81^{\circ}15'50''$  WEST (NORTH  $81^{\circ}12'08''$  WEST), 399.30 FEET (399.40 FEET) TO THE SOUTHWESTERLY CORNER OF THE PROPERTY CONVEYED TO TAHOE VILLAGE PROPERTIES, INC., AS ABOVE REFERRED TO; THENCE NORTH  $00^{\circ}02'04''$  WEST (NORTH), 217.00 FEET ALONG THE WEST LINE OF SAID PROPERTY; THENCE NORTH  $86^{\circ}49'14''$  EAST (NORTH  $86^{\circ}55'13''$  EAST), ALONG THE NORTHERLY LINE OF SAID PROPERTY, A DISTANCE OF 561.96 FEET; THENCE CONTINUING ALONG SAID NORTHERLY LINE, SOUTH  $61^{\circ}16'41''$  EAST (SOUTH  $61^{\circ}11'11''$  EAST), A DISTANCE OF 1747.00 FEET, TO A POINT FROM WHICH THE POINT OF BEGINNING BEARS SOUTH  $28^{\circ}48'49''$  WEST; THENCE SOUTH  $28^{\circ}44'42''$  WEST (SOUTH  $28^{\circ}48'49''$  WEST), ALONG THE NORTHERLY EXTENSION OF THE WESTERLY LINE OF THE PROPERTY CONVEYED TO R. D. KEILLOR, ET AL, AS ABOVE REFERRED TO AND THE WESTERLY LINE THEREOF, A DISTANCE OF 366.03 FEET (365.71 FEET) TO THE TRUE POINT OF BEGINNING.

#### PARCEL NO. 2:

BEGINNING AT A POINT ON THE MEANDER LINE OF LAKE TAHOE, WHICH POINT IS THE SOUTHWEST CORNER OF LOT 2, OF SECTION 22, TOWNSHIP 13 NORTH, RANGE 18 EAST,

M.D.B.&M., THENCE ALONG A LINE HEREAFTER REFERRED TO AS COURSE 1, EAST 509.52 FEET ALONG THE QUARTER SECTION LINE TO THE CENTER-WEST ONE-SIXTEENTH CORNER (WEST ONE SIXTEENTH CORNER); THENCE SOUTH 00°02'04" EAST (SOUTH ALONG THE ONE SIXTEENTH LINE), 217.00 FEET; THENCE NORTH 89°11'56" WEST (NORTH 89°11'30" WEST), 457.06 FEET, TO A POINT ON THE MEANDER LINE, WHICH POINT IS SOUTH 14°02'15" EAST (SOUTH 14°00'00" EAST) 217.00 FEET FROM THE POINT OF BEGINNING; THENCE, CONTINUING NORTH 89°11'56" WEST (NORTH 89°11'30" WEST) 50 FEET, MORE OR LESS, TO A POINT ON THE ORDINARY LOW WATER LINE OF LAKE TAHOE AT ELEVATION 6223.00 LAKE TAHOE DATUM; THENCE, NORTHWESTERLY, 222 FEET, MORE OR LESS, ALONG SAID ORDINARY LOW WATER LINE AT 6223.00 LAKE TAHOE DATUM, TO A POINT ON THE WESTERLY EXTENSION OF THE AFORESAID COURSE 1; THENCE, ALONG THE WESTERLY EXTENSION OF THE AFORESAID COURSE 1, NORTH 89°59'24" EAST, 75 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXCEPTING ANY PORTION OF THE ABOVE DESCRIBED PROPERTY LYING BELOW THE 6223.00 LEVEL OF LAKE TAHOE AND ALSO ANY ARTIFICIAL ACCRETIONS TO SAID LAND WATERWARD OF SAID LAND OR NATURAL ORDINARY LOW WATER OR IF LAKE LEVEL HAS BEEN ARTIFICIALLY LOWERED. EXCEPTING ANY PORTION BELOW SUCH ELEVATION AS MAY BE ESTABLISHED AS THE BOUNDARY BY BOUNDARY LINE ADJUSTMENT WITH THE STATE OR BY QUIET TITLE ACTION IN WHICH THE STATE IS A PARTY.

NOTE: THE ABOVE METES AND BOUNDS DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN DOCUMENT RECORDED FEBRUARY 7, 2002 IN BOOK 202, PAGE 2102 AS DOCUMENT NO. 534184 OF OFFICIAL RECORDS.