

Recording Requested By and  
When Recorded Mail to:

**Citicorp Leasing, Inc.**  
2600 Michelson Drive, Suite 1200  
Irvine, California 92612  
Attention: Compliance Officer

*THIS DOCUMENT IS RECORDED AS AN ACCOMMODATION ONLY and without liability for the completion thereof, or as to the validity or sufficiency of said instrument, or for the effect of such recording on the title of the property involved.*

V&K/791377  
1338 U.S. Hwy #395 North, Gardnerville, NV  
DOUGLAS COUNTY

(Space above this line for Recorder's Use)

**FIRST MODIFICATION OF LEASEHOLD DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FINANCING STATEMENT**

THIS FIRST MODIFICATION OF LEASEHOLD DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FINANCING STATEMENT, (the "Modification") is made this January 3, 2002, pertaining to that certain Leasehold Deed of Trust, Assignment of Leases and Rents, Security Agreement and Financing Statement, by and between V AND K FOOD CORPORATION, a California corporation (hereinafter referred to as the "Grantor"), having an address at P.O. Box 8557, South Lake Tahoe, CA 96158 and CITICORP LEASING, INC., a Delaware corporation (hereinafter referred to as the "Beneficiary"), dated as of May 23, 2000, recorded on September 6, 2001 as Instrument No. 522273 at Book 0901, Page No.1175-1210 with the Official Records of Douglas County, State of Nevada, as amended from time to time (hereinafter referred to as the "Leasehold Deed of Trust").

**1. Specific Amendments to the Leasehold Deed of Trust.**

The Leasehold Deed of Trust is hereby amended by deleting Section C of the Leasehold Deed of Trust thereof, in its entirety, and restating it as follows:

“ The aggregate principal amount of the Advances outstanding from time to time under the Agreement may not exceed Thirteen Million Nine Hundred Twenty Three Thousand and no/100ths Dollars (\$13,923,000.00), excluding advances made to protect the lien and security of this Leasehold Deed of Trust.”

The Leasehold Deed of Trust is hereby amended by deleting the existing “Annex 1” in its entirety and inserting the attached “Annex 1” in place thereof.

**2. Continuing Effectiveness of Leasehold Deed of Trust.** Except as specifically modified by this Modification, the terms of the Leasehold Deed of Trust shall remain in full force

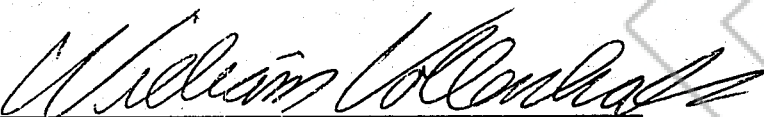
and effect. Grantor reaffirms all promises, covenants, warranties and representations in the Leasehold Deed of Trust and warrants that it is not in default of the Leasehold Deed of Trust. This Modification is effective upon recording, which will take place only if title is satisfactory to Beneficiary and the priority of the Leasehold Deed of Trust remains unchanged. This modification shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns.

3. **Execution in Counterparts.** This Modification may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts taken together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, Trustor has executed this Modification as of the day and year first above written.

**"GRANTOR"**

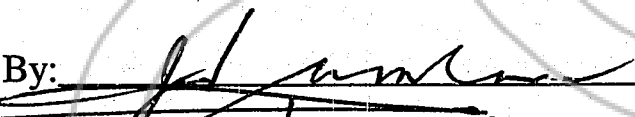
**V AND K FOOD CORPORATION**

By:   
William Vollenhals, President

Address: P.O. Box 8557  
South Lake Tahoe, CA 96158

**"BENEFICIARY"**

**Citicorp Leasing, Inc., a Delaware corporation**

By:   
Print Name: JOSE LUMBAN

Its: Vice President

State of Nevada  
County of Washoe

On 3-5-02 before me, Dita Merritt Notary  
Date Name, Title of Officer-e.g. "Jane Doe, Notary"

personally appeared William Vollenhals

personally known to me -OR-  proved to me on 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.



Witness my hand and official seal  
[Signature]  
SIGNATURE OF NOTARY

- CAPACITY CLAIMED BY SIGNER**
- INDIVIDUAL
  - CORPORATE OFFICER(S)
  - PARTNER(S)
  - ATTORNEY-IN-FACT
  - TRUSTEE(S)
  - SUBSCRIBING WITNESS
  - GUARDIAN/ CONSERVATOR
  - OTHER: \_\_\_\_\_
- SIGNER IS REPRESENTING: \_\_\_\_\_

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to unauthorized documents.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT AT THE RIGHT:

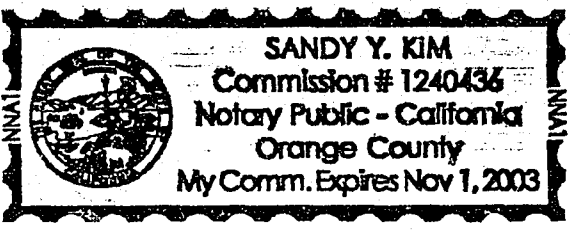
Title or Type of Document \_\_\_\_\_  
Number of Pages \_\_\_\_\_ Date of Document \_\_\_\_\_  
Signer(s) Other Than Named Above: \_\_\_\_\_

State of CALIFORNIA  
County of ORANGE

On 9/14/02 before me, SANDY Y. KIM, NOTARY  
Date Name, Title of Officer-e.g. "Jane Doe, Notary"

personally appeared JOSE LUMBAN

personally known to me -OR-  proved to me on 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.



Witness my hand and official seal.  
Sandy Y. Kim  
SIGNATURE OF NOTARY

- CAPACITY CLAIMED BY SIGNER**
- INDIVIDUAL
  - CORPORATE OFFICER(S)
  - PARTNER(S)
  - ATTORNEY-IN-FACT
  - TRUSTEE(S)
  - SUBSCRIBING WITNESS
  - GUARDIAN/ CONSERVATOR
  - OTHER: \_\_\_\_\_
- SIGNER IS REPRESENTING: \_\_\_\_\_

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to unauthorized documents.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT AT THE RIGHT:

Title or Type of Document First Modification of Leasehold Deed of Trust  
Number of Pages \_\_\_\_\_ Date of Document \_\_\_\_\_  
Signer(s) Other Than Named Above: \_\_\_\_\_

0552646  
BK0902PG06766

LEGAL DESCRIPTION

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

A parcel of land located in the South 1/2 of the Northeast 1/4 of Section 4, Township 13 North, Range 20 East, M.D.B.&M., Douglas County, Nevada, more particularly described as follows:

Parcel D of Parcel Map No. 2028 for LAMPE CORNERS, LTD., filed for record in the Office of the Douglas County Recorder on March 27, 1998, in Book 398, Page 6343, Document No. 435999, Official Records.

A Portion of Assessors Parcel No. 25-144-05

More commonly known as:

1338 U.S. Highway # 395 North  
Gardnerville, Nevada

0552646

BK0902PG06767

ANNEX 1

PROMISSORY NOTES

1. That certain Promissory Note dated May 17, 1993, in the original principal face amount of \$810,000.00, executed by Grantor in favor of Beneficiary, as modified or amended from time to time.
2. That certain Promissory Note dated May 17, 1993, in the original principal face amount of \$355,000.00, executed by Grantor in favor of Beneficiary, as modified or amended from time to time.
3. That certain Promissory Note dated May 17, 1993, in the original principal face amount of \$148,000.00, executed by Grantor in favor of Beneficiary, as modified or amended from time to time.
4. That certain Promissory Note dated October 31, 1994, in the original principal face amount of \$1,328,000.00, as amended, executed by Grantor in favor of Beneficiary, as modified or amended from time to time.
5. That certain Promissory Note dated October 31, 1994, in the original principal face amount of \$152,000.00, as amended, executed by Grantor in favor of Beneficiary, as modified or amended from time to time.
6. That certain Promissory Note dated August 31, 1997, in the original principal face amount of \$300,000.00, executed by Grantor in favor of Beneficiary, as modified or amended from time to time.
7. That certain Promissory Note dated May 20, 1998, in the original principal face amount of \$2,670,000.00, executed by Grantor in favor of Beneficiary, as modified or amended from time to time.
8. That certain Promissory Note dated May 23, 2000, in the original principal face amount of \$6,400,000.00, executed by Grantor in favor of Beneficiary, as modified or amended from time to time.
9. That certain Promissory Note dated May 23, 2000, in the original principal face amount of \$600,000.00, executed by Grantor in favor of Beneficiary, as modified or amended from time to time.
10. That certain Promissory Note dated January 3, 2002, in the original principal face amount of \$860,000.00, executed by Grantor in favor of Beneficiary, as modified or amended from time to time.

11. That certain Promissory Note dated January 3, 2002, in the original principal face amount of \$300,000.00, executed by Grantor in favor of Beneficiary, as modified or amended from time to time.

COPY

*Stewart Title*  
OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

2002 SEP 20 PM 3: 27

LINDA SLATER, RECORDER

BY *bc* *19<sup>th</sup> pd*