

**OFFICIAL RECORD**

Requested By:

STEWART TITLE OF DOUGLAS

COUNTY

Douglas County - NV  
Werner Christen - Recorder

Page: 1 Of 8 Fee: 21.00  
BK-0206 PG- 2888 RPTT: 0.00



Assessor Parcel No(s):  
1022-18-002-062

**RECORDATION**

REQUESTED BY:  
BANK OF THE WEST  
Reno Business  
Banking Region #070  
4950 Kietzke Lane  
Reno, NV 89509

**WHEN RECORDED MAIL**

TO:  
BANK OF THE WEST  
Documentation  
Center (South)  
1977 Saturn Street  
Monterey Park, CA  
91755

040301940

**FOR RECORDER'S USE ONLY**

**MODIFICATION OF DEED OF TRUST**

THIS MODIFICATION OF DEED OF TRUST dated January 24, 2006, is made and executed between between NORTHERN NEVADA URGENT CARE LIMITED PARTNERSHIP, A NEVADA LIMITED PARTNERSHIP, whose address is 212 West Ann Street, Carson City, NV 89703-3901 ("Grantor") and BANK OF THE WEST, whose address is Reno Business Banking Region #070, 4950 Kietzke Lane, Reno, NV 89509 ("Lender").

**DEED OF TRUST.** Lender and Grantor have entered into a Deed of Trust dated August 10, 2004 (the "Deed of Trust") which has been recorded in Douglas County, State of Nevada, as follows:

Recorded on August 13, 2004, in the County of Douglas, State of Nevada, as Document No. 0621415.

**REAL PROPERTY DESCRIPTION.** The Deed of Trust covers the following described real property located in Douglas County, State of Nevada:

See Exhibit "A", which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as Vacant Land, Holbrook Junction, NV. The Real Property tax identification number is 1022-18-002-062.

**MODIFICATION.** Lender and Grantor hereby modify the Deed of Trust as follows:

The definition of "Note" is deleted in its entirety and the following is substituted in lieu thereof:

**MODIFICATION OF DEED OF TRUST  
(Continued)**

Loan No: 1000221784

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**Note.** The word "Note" means the promissory note dated January 24, 2006, in the original principal amount of \$500,000.00, the promissory note dated August 10, 2004, in the original principal amount of \$300,000.00 and the promissory note dated December 7, 2005 in the original principal amount of \$372,231.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. **NOTICE TO GRANTOR. THE NOTE CONTAINS A VARIABLE RATE.**

**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Deed of Trust (the "Note"). It is the intention of Lender to retain as liable all parties to the Deed of Trust and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Deed of Trust does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED JANUARY 24, 2006.**



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BK- 0206  
PG- 2889  
02/08/2006

**MODIFICATION OF DEED OF TRUST  
(Continued)**

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GRANTOR:

NORTHERN NEVADA URGENT CARE LIMITED PARTNERSHIP

PHYSICIAN SELECT MANAGEMENT, L.L.C., General Partner of  
NORTHERN NEVADA URGENT CARE LIMITED PARTNERSHIP

By: 

James R. Colgan III, Manager of Physician Select  
Management, L.L.C.

By: 

Leonard Hamer, Manager of Physician Select  
Management, L.L.C.

By: 

C. Brian Sonderegger, Manager of Physician Select  
Management, L.L.C.

CARSON-TAHOE HOSPITAL, General Partner of NORTHERN  
NEVADA URGENT CARE LIMITED PARTNERSHIP

By: 

Ed Epperson, Chief Executive Officer of Carson-Tahoe  
Hospital

By: 

Peter Livermore, Treasurer of Carson-Tahoe Hospital



0667564

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BK- 0206  
PG- 2890  
02/08/2006

MODIFICATION OF DEED OF TRUST  
(Continued)

Loan No: 1000221784

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LENDER:

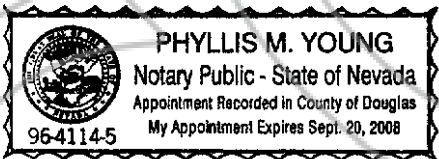
BANK OF THE WEST

x *Frank Young*  
Frank Young, Vice President

PARTNERSHIP ACKNOWLEDGMENT

STATE OF NEVADA )  
 ) SS  
COUNTY OF CARSON CITY )

This instrument was acknowledged before me on JAN 31, 2006 by James R. Colgan III, Manager of Physician Select Management, L.L.C.; Leonard Hamer, Manager of Physician Select Management, L.L.C.; C. Brian Sonderegger, Manager of Physician Select Management, L.L.C.; Ed Epperson, Chief Executive Officer; Peter Livermore, Treasurer of Carson-Tahoe Hospital, as designated agents of NORTHERN NEVADA URGENT CARE LIMITED PARTNERSHIP.



*Phyllis M Young*  
(Signature of notarial officer)

Notary Public in and for State of NEVADA

(Seal, if any)

MODIFICATION OF DEED OF TRUST  
(Continued)

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LENDER ACKNOWLEDGMENT

STATE OF Nevada

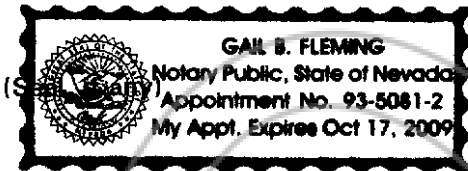
COUNTY OF Washoe

)  
) SS  
)

This instrument was acknowledged before me on 1-27-06 by Frank Young  
as designated agent of Bank of the West

Gail B. Fleming  
(Signature of notarial officer)

Notary Public in and for State of Nevada



LASER PRO Lending, Ver. 5.27.00.005 Copr. Herland Financial Solutions, Inc. 1997, 2006. All Rights Reserved. - NV C:\CFILPL\G202.PC TR-19082 PR-82



## EXHIBIT "A"

This EXHIBIT "A" is attached to and by this reference is made a part of the Modification of Deed of Trust, dated January 24, 2006, and executed in connection with a loan or other financial accommodations between BANK OF THE WEST and NORTHERN NEVADA URGENT CARE LIMITED PARTNERSHIP.

### DESCRIPTION OF REAL PROPERTY

All that real property located in Douglas County, State of Nevada, legally described as follows:

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

Parcel B, as shown on the map of Holbrook Business Park, filed in the office of the County Recorder of Douglas County, Nevada on October 16, 1979, as Document No. 37740.

Excepting there from that portion of said land dedicated to Douglas County, a political Subdivision, as shown in document Recorded July 1, 2004, Book No. 0704, Page 400, Document No. 617736.

Assessors Parcel No. 1022-18-002-062

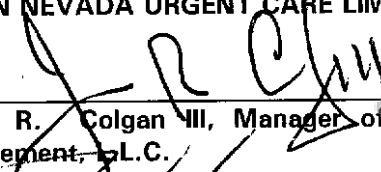


THIS EXHIBIT "A" IS EXECUTED ON JANUARY 24, 2006.

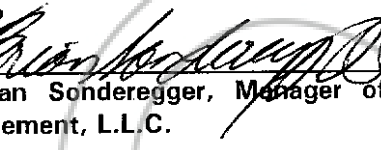
GRANTOR:

NORTHERN NEVADA URGENT CARE LIMITED PARTNERSHIP

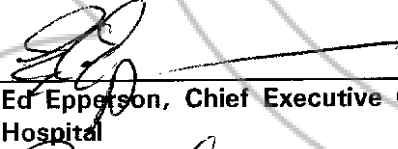
PHYSICIAN SELECT MANAGEMENT, L.L.C., General Partner of  
NORTHERN NEVADA URGENT CARE LIMITED PARTNERSHIP

By:   
James R. Colgan III, Manager of Physician Select  
Management, L.L.C.

By:   
Leonard Harner, Manager of Physician Select  
Management, L.L.C.

By:   
C. Brian Sonderegger, Manager of Physician Select  
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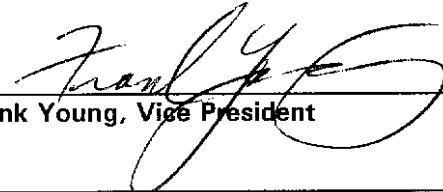
EXHIBIT "A"  
(Continued)

Loan No: 1000221784

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LENDER:

BANK OF THE WEST

X   
Frank Young, Vice President

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