

OFFICIAL RECORD

Requested By:

WESTERN TITLE COMPANY INC

Assessor's parcel number: 1320-33-401-015, 016, 1320-33-401-029, 030, 031 and 032

Douglas County - NV
Werner Christen - Recorder

Page: 1 Of 6 Fee: 19.00
BK-0306 PG- 689 RPTT: 0.00

Mail Tax Statements to: The Holder Group Sharkey's, LLC, a Nevada limited liability company

P.O. Box 10750

Reno, NV 89510-0750

Return to: Commercial Lending, Northern Nevada Bank

P. O. Box 20607

Reno, Nevada 89515-0607



11809PAH

89914-99

Space Above This Line For Recording Data

MODIFICATION OF DEED OF TRUST

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is February 17, 2006. The parties and their addresses are:

GRANTOR:

THE HOLDER GROUP SHARKEY'S, LLC, A NEVADA LIMITED LIABILITY COMPANY

A Nevada Limited Liability Company

P.O. Box 10750

Reno, Nevada 89510-0750

TRUSTEE:

WESTERN TITLE COMPANY, INC.

a Corporation

241 Ridge Street

Reno, Nevada 89501

The Holder Group Sharkey's, LLC, a Nevada limited liability company

Nevada **Real Estate Modification**

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LENDER:

NORTHERN NEVADA BANK

Organized and existing under the laws of Nevada
Commercial Lending
P. O. Box 20607
Reno, Nevada 89515-0607
TIN: 88-0472990

1. BAC KGROUND. Grantor and Lender entered into a security instrument dated August 05, 2005 and recorded on August 09, 2005 (Security Instrument). The Security Instrument was recorded in the records of Douglas County, Nevada at 11:40 AM Book 0805 Page 4277 Doc # 0651810 and covered the following described Property:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART THEREOF.

The property is located in Douglas County at Various Addresses, Gardnerville, Nevada

2. MODIFICATION. For value received, Grantor and Lender agree to modify the Security Instrument as provided for in this Modification.

The Security Instrument is modified as follows:

A. Maximum Obligation Limit. The maximum obligation provision of the Security Instrument is modified to read:

(1) Maximum Obligation Limit. The total principal amount secured by this Security Instrument at any one time will not exceed \$4,000,000.00. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

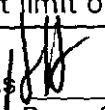
B. Secured Debt. The secured debt provision of the Security Instrument is modified to read:

(1) Secured Debts. This Security Instrument will secure the following Secured Debts:

(a) Specific Debts. **This Security Instrument, and one or more of the debts secured by this Security Instrument, contains a future advance provision governed by Nev. Rev. Stat. §§ 106.300 to 106.400, inclusive.** The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, No. 8800000727, dated May 17, 2004, from Grantor to Lender, with a maximum credit limit of

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\$4,000,000.00, with an interest rate based on the then current index value as the promissory note prescribes and maturing on February 17, 2008.

(b) All Debts. All present and future debts from Grantor to Lender, even if this Security Instrument is not specifically referenced, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Security Instrument, each agrees that it will secure debts incurred either individually or with others who may not sign this Security Instrument. Nothing in this Security Instrument constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing. In the event that Lender fails to provide any required notice of the right of rescission, Lender waives any subsequent security interest in the Grantor's principal dwelling that is created by this Security Instrument. This Security Instrument will not secure any debt for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. This Security Instrument will not secure any debt for which a security interest is created in "margin stock" and Lender does not obtain a "statement of purpose," as defined and required by federal law governing securities.

(c) Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security Instrument when the evidence of indebtedness specifically states that it is secured by this Security Instrument.

3. WARRANTY OF TITLE. Grantor warrants that Grantor continues to be lawfully seized of the estate conveyed by the Security Instrument and has the right to irrevocably grant, bargain, convey and sell the Property in trust to Trustee, with power of sale. Grantor also warrants that the Property is unencumbered, except for encumbrances of record.

4. CONTINUATION OF TERMS. Except as specifically amended in this Modification, all of the terms of the Security Instrument shall remain in full force and effect.

SIGNATURES. By signing, Grantor agrees to the terms and covenants contained in this Modification. Grantor also acknowledges receipt of a copy of this Modification.

GRANTOR:

The Holder Group Sharkey's, LLC, a Nevada limited liability company

By *Harold D. Holder, Sr.*
Harold D. Holder, Sr., Manager

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LENDER:

Northern Nevada Bank

By _____
James S. Fletcher, Vice President

ACKNOWLEDGMENT.

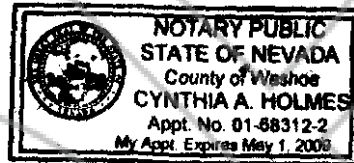
(Business or Entity)

Nevada
STATE OF ~~WASHOE~~, WASHOE COUNTY OF WASHOE ss.

This instrument was acknowledged before me this 27 day of FEBRUARY, 2006 by Harold D. Holder, Sr. as Manager of The Holder Group Sharkey's, LLC, a Nevada limited liability company.

My commission expires:

Cynthia A. Holmes
(Notary Public)



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LENDER:

Northern Nevada Bank

By [Signature]
James S. Fletcher, Vice President

ACKNOWLEDGMENT.

(Business or Entity)

_____ OF _____, _____ OF _____ ss.

This instrument was acknowledged before me this _____ day of _____, _____ by Harold D. Holder, Sr. as Manager of The Holder Group Sharkey's, LLC, a Nevada limited liability company.

My commission expires:

(Notary Public)

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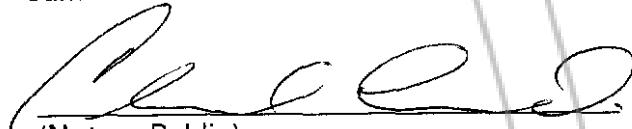


(Lender Acknowledgment)

State Nevada OF County OF Washoe ss.

This instrument was acknowledged before me this 17th day of February, 2006 by James S. Fletcher as Vice President of Northern Nevada Bank.

My commission expires:


(Notary Public)



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