

APN: 1420-07-714-006
1420-07-714-011
1420-07-714-008

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02/29/2008 02:11PM Deputy: PK
OFFICIAL RECORD
Requested By:
STEWART TITLE - DOUGLAS
Douglas County - NV
Werner Christen - Recorder
Page: 1 of 5 Fee: 18.00
BK-208 PG-7424 RPTT: 0.00

Recording requested by,
and after recording, return to:

GE Commercial Finance Business Property Corporation
Attn: Middle Market Risk
10900 Northeast Fourth Street, Suite 500
Bellevue, Washington 98004
Loan No.: 6322187-002
1064281/06021565



FIRST AMENDMENT TO DEED OF TRUST AND OTHER DOCUMENTS

THE UNDERSIGNED HEREBY AFFIRM THAT THIS DOCUMENT SUBMITTED FOR RECORDING DOES NOT CONTAIN THE SOCIAL SECURITY NUMBER OF ANY PERSON OR PERSONS. NRS 239B.030.

THIS AMENDMENT is made as of February 21, 2008, by SUNRIDGE MEDICAL PROPERTIES, LLC, a Nevada limited liability company ("Borrower"), and GE COMMERCIAL FINANCE BUSINESS PROPERTY CORPORATION, a Delaware corporation ("Lender").

RECITALS:

A. Pursuant to a Construction Loan Agreement dated as of March 13, 2007 (the "Loan Agreement"), between Borrower and Lender, Lender made a loan to Borrower in the maximum principal amount of \$9,275,000 (the "Loan"). The Loan is evidenced by two Promissory Notes, both dated as of March 13, 2007, one promissory note in the principal amount of \$8,000,000 and one promissory note in the principal amount of \$1,275,000 (the "Notes"). In addition to the Notes and the Loan Agreement, in connection with the Loan, Borrower executed and delivered to Lender a Borrower's Certificate dated as of March 13, 2007 (the "Borrower's Certificate"), and an Environmental Indemnity Agreement Regarding Hazardous Substances, also dated as of March 13, 2007 (the "Environmental Agreement").

B. The Loan is secured by a Commercial Deed of Trust, Security Agreement, Assignment of Leases and Rents, Financing Statement and Fixture Filing made by Borrower, as Trustor, to Stewart Title of Douglas County, as trustee, for the benefit of Lender, as beneficiary, dated as of March 13, 2007, and recorded in the Official Records of Douglas County, Nevada in Book 0307, at Page 4751, as Document No. 697099 (the "Deed of Trust").

C. The Loan Agreement, the Notes, the Borrower's Certificate and the Deed of Trust, but not the Environmental Agreement, are referred to collectively in this Amendment as the "Loan Documents". The Environmental Agreement is not a Loan Document and is not secured by the Deed of Trust. Capitalized terms used in this Amendment and not otherwise defined shall have the meanings given to them in the Deed of Trust.

D. Pursuant to the requirements in the Loan Agreement, Borrower applied for and completed a boundary line adjustment (the "BLA") that affects the legal description of the portion of the Property referenced on Exhibit A to the Deed of Trust as "Legal Description No. 2". The purpose of this Amendment is to amend the Loan Documents and the Environmental Agreement to reflect the legal description in the BLA.

AGREEMENT:

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender and Borrower agree as follows:

1. **Amendment to Deed of Trust.** Exhibit A to the Deed of Trust is hereby replaced by Exhibit A to this Amendment.

2. **Amendment to Other Documents.** Exhibit A to the Loan Agreement, the Borrower's Certificate and the Environmental Agreement is hereby replaced by Exhibit A to this Amendment.

3. **Borrower's Representations and Warranties.** Borrower hereby reaffirms all of the representations and warranties set forth in the Loan Documents and the Environmental Agreement and further represents and warrants that:

(a) Borrower is the sole legal and beneficial owner of the Property and, except for the lien of real estate taxes and assessments not yet due, tenants in possession under leases approved by Lender or subordinate to the Deed of Trust, and other exceptions to title approved in writing by Lender, there exists no lien, charge or encumbrance against the Property created or arising subsequent to the recording date of the Deed of Trust.

(b) The execution and delivery of this Amendment does not contravene, result in a breach of, or constitute a default under, any deed of trust, loan agreement, indenture or other contract or agreement to which Borrower is a party or by which Borrower or any of its properties may be bound (nor would such execution and delivery constitute such a default with the passage of time or the giving of notice or both) and does not violate or contravene any law, order, decree, rule, regulation or restriction to which Borrower or the Property is subject.

(c) The execution and delivery of, and performance under, this Amendment are within Borrower's power and authority without the joinder or consent of any other party and have been duly authorized by all requisite action, and are not in contravention of any law, or of Borrower's Articles of Organization or operating agreement.

(d) There exists no default under the Note or any other Loan Document or the Environmental Agreement.

(e) There are no offsets, claims, counterclaims, cross-claims or defenses with respect to the Loan. Borrower further represents and warrants that, except as disclosed in writing to Lender, there is no suit, judicial or administrative action, claim, investigation, inquiry, proceeding or demand pending (or, to Borrower's knowledge, threatened) (i) against Borrower or any other person liable directly or indirectly for the Loan, or (ii) which affects the Property or Borrower's title to the Property, or (iii) which affects the validity, enforceability or priority of any of the Loan Documents or the Environmental Agreement.

(f) Borrower has read this Amendment and all other documents required by Lender in connection with this Amendment, is familiar with their respective terms and conditions, and has had the opportunity for advice of legal counsel of Borrower's own selection regarding the terms, meaning and effect of this Amendment and all such other documents. Borrower further acknowledges that Borrower has made this Amendment freely and voluntarily, without duress, and in reliance on no promise or representation of Lender or by which Lender is bound not expressly set forth herein.

4. **Reaffirmation; No Impairment; No Novation.** Borrower hereby reaffirms all of its obligations under the Loan Documents and the Environmental Agreement. Except as specifically hereby



amended, the Loan Documents and the Environmental Agreement shall each remain unaffected by this Amendment and all such documents shall remain in full force and effect. Nothing in this Amendment shall impair the lien of the Deed of Trust, which as hereby amended shall remain one deed of trust with one power of sale, creating a first lien encumbering the Property. The execution and delivery of this Amendment shall not constitute a novation of the Loan.

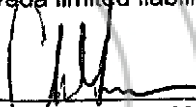
5. **Integration.** The Loan Documents, including this Amendment, and the Environmental Agreement: (a) integrate all the terms and conditions mentioned in or incidental to the Loan Documents and the Environmental Agreement; (b) supersede all oral negotiations and prior and other writings with respect to their subject matter; and (c) are intended by the parties as the final expression of their agreement with respect to the terms and conditions set forth in those documents and as the complete and exclusive statement of the terms agreed to by the parties. If there is any conflict between the terms, conditions and provisions of this Amendment and those of any other agreement or instrument, including any of the other Loan Documents or the Environmental Agreement, the terms, conditions and provisions of this Amendment shall prevail.

6. **Miscellaneous.** This Amendment and any attached consents or exhibits requiring signatures may be executed in counterparts, and all counterparts shall constitute but one and the same document. If any court of competent jurisdiction determines any provision of this Amendment or any of the other Loan Documents or the Environmental Agreement to be invalid, illegal or unenforceable, that portion shall be deemed severed from the rest, which shall remain in full force and effect as though the invalid, illegal or unenforceable portion had never been a part of the Loan Documents or the Environmental Agreement. The law governing the Loan Agreement shall apply to this Amendment. This Amendment shall form a part of each Loan Document and all references to a given Loan Document shall mean that document as hereby modified.

This Amendment is made as of the day and year first written above.

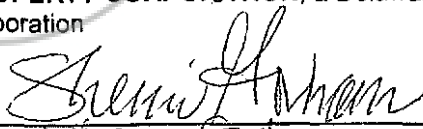
BORROWER:

SUNRIDGE MEDICAL PROPERTIES, LLC,
a Nevada limited liability company

By: 
Chris Greenman, Managing Member

LENDER:

**GE COMMERCIAL FINANCE BUSINESS
PROPERTY CORPORATION,** a Delaware
corporation

By: 
Print: Sherrin Corham
Its: Sr. Closing Analyst

EXHIBITS:

Exhibit A - Revised Description of Property



STATE OF Nevada)
) ss.
COUNTY OF Carson City

On the 14th day of February, 2008, before me, a Notary Public in and for the State of Nevada, personally appeared **Chris Greenman**, the Managing Member of **SUNRIDGE MEDICAL PROPERTIES, LLC**, a Nevada limited liability company, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and he/she acknowledged that he executed the same in his/her authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS MY HAND AND OFFICIAL SEAL.



Ann Erwin
Signature

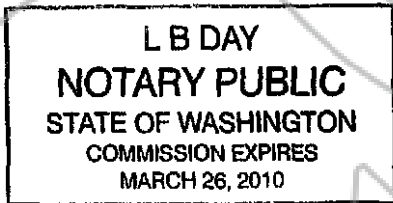
Ann Erwin
Print Name

NOTARY PUBLIC in and for the State of
Nevada, residing at Carson City, NV
My commission expires April 4, 2009.

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On the 28th day of FEBRUARY, 2008, before me, a Notary Public in and for the State of Washington, personally appeared Sheri Gorham, the SR. CLOSING ANALYST of **GE COMMERCIAL FINANCE BUSINESS PROPERTY CORPORATION**, a Delaware corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and he/she acknowledged that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS MY HAND AND OFFICIAL SEAL.



L. B. Day
Signature

L. B. DAY
Print Name
NOTARY PUBLIC in and for the State of
Washington, residing at Sheri Gorham
My commission expires 3-26-2010.



EXHIBIT A

(973 Mica Drive, Carson City, Nevada)

Legal Description

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

LEGAL DESCRIPTION NO. 1:

A parcel of land located within the Southeast one-quarter (SE ¼) of Section 7, Township 14 North, Range 20 East, Mount Diablo Meridian, County of Douglas, State of Nevada, described as follows

Parcel 1, as set forth on Parcel Map LDA-99-075 for SUNRIDGE HEIGHTS OFFICE PARK filed in the office of the County Recorder of Douglas County, State of Nevada, on January 18, 2000, Book 0100, Page 2691, Document No. 484629.

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LEGAL DESCRIPTION NO. 2:

A parcel of land located within the Southeast one-quarter (SE ¼) of Section 7, Township 14 North, Range 20 East, Mount Diablo Meridian, County of Douglas, State of Nevada, described as follows:

Commencing at the Southeast corner of the Open Space Remainder Parcel as shown on the Parcel Map for Sunridge Corporation filed for record January 18, 2000 in the office of Recorder, Douglas County, Nevada as Document No. 484629, said point falling on the westerly right-of-way line of Smoketree Avenue.

thence North 55°31'38" West, 13.21 feet to the POINT OF BEGINNING
thence North 85°06'54" West, 131.83 feet;
thence North 04°53'06" East 24.22 feet,
thence South 85°06'54" East, 11.66 feet;
thence North 04°53'06" East 62.07 feet,
thence North 84°58'59" West 10.92 feet;
thence North 04°53'06" East 29.30 feet,
thence North 36°29'04" East 61.43 feet,
thence South 67°13'50" East 67.10 feet;
thence South 81°07'00" East 35.14 feet;
thence South 04°53'17" West 144.87 feet to the POINT OF BEGINNING

Reference is made to Record of Survey recorded May 3, 2007 in Book 0507, Page 1301, as Document No. 700430

"In Compliance with Nevada Revised Statute 111.312, the herein above legal description was taken from instrument recorded May 3, 2007, Book 0507, Page 1289, as file No. 700427, recorded in the official records of Douglas, State of Nevada."

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LEGAL DESCRIPTION NO. 3:

A parcel of land located within a portion of the Southeast 1/4 (SE 1/4) of Section 7, Township 14 North, Range 20 East, M D B & M, Douglas County, Nevada, described as follows:

Parcel 2, as set forth on Parcel Map LDA-99-074 for SUNRIDGE HEIGHTS OFFICE PARK filed in the office of the County Recorder of Douglas County, State of Nevada, on January 18, 2000, Book 0100, Page 2690, Document No. 484628.

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