



I the undersigned hereby affirm that this document submitted for recording does not contain any personal information.

Diane Perry
Signature

Title Officer
Title

06-16-2008
Date

Assessor Parcel No(s): 1220-04-501-002
1220-04-501-003

RECORDATION REQUESTED BY:
Umpqua Bank, Lane County Commercial Loan Center, C/O Loan Support Services, PO Box 1580, Roseburg, OR 97470

WHEN RECORDED MAIL TO:
Umpqua Bank, PO BOX 1580, Roseburg, OR 97470

SEND TAX NOTICES TO:
Western Boulevard, LLC; PO BOX 1583; CORVALLIS, OR 97339-1583

91847RTO

FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated June 16, 2008, is made and executed between Western Boulevard, LLC, an Oregon limited liability company ("Grantor") and Umpqua Bank, whose address is Lane County Commercial Loan Center, C/O Loan Support Services, PO Box 1580, Roseburg, OR 97470 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated March 1, 2006 (the "Deed of Trust") which has been recorded in Douglas County, State of Nevada, as follows:

Trust Deed Recorded on March 2, 2006 as Instrument No. 0669040 Book 0306 in the Official Records of Douglas County, Nevada. The Current Loan Obligation may have been previously modified, and all prior modifications, if any, are hereby acknowledged, ratified and confirmed.

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.

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

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The Real Property or its address is commonly known as 1363 & 1365 Highway 395, Gardnerville, NV 89410. The Real Property tax identification number is 1220-04-501-003 & 1220-04-501-002.

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

Increase loan amount to \$5,000,000.00.

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.

ATTORNEY FEES AND EXPENSES. The undersigned agrees to pay on demand all of Lender's costs and expenses, including Lender's attorney fees and legal expenses, incurred in connection with enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement. Lender may also use attorneys who are salaried employees of Lender to enforce this Agreement. The undersigned shall pay all costs and expenses of all such enforcement. In the event arbitration, suit, action or other legal proceeding is brought to interpret or enforce this Agreement, the undersigned agrees to pay all additional sums as the arbitrator or court may adjudge reasonable as Lender's costs, disbursements, and attorney fees at hearing, trial, and on any and all appeals. As used in this paragraph "Agreement" means the loan agreement, promissory note, guaranty, security agreement, or other agreement, document, or instrument in which this paragraph is found, even if this document is also described by another name. Whether or not an arbitration or court action is filed, all reasonable attorney fees and expenses Lender incurs in protecting its interests and/or enforcing this Agreement shall become part of the indebtedness evidenced or secured by this Agreement, shall bear interest at the highest applicable rate under the promissory note or credit agreement, and shall be paid to Lender by the other party or parties signing this Agreement on demand. The attorney fees and expenses covered by this paragraph include without limitation all of Lender's attorney fees (including the fees charged by Lender's in-house attorneys, calculated at hourly rates charged by attorneys in private practice with comparable skill and experience), Lender's fees and expenses for bankruptcy proceedings (including efforts to modify, vacate, or obtain relief from any automatic stay), fees and expenses for Lender's post-judgment collection activities, Lender's cost of searching lien records, searching public record databases, on-line computer legal research, title reports, surveyor reports, appraisal reports, collateral inspection reports, title insurance, and bonds issued to protect Lender's collateral, all to the fullest extent allowed by law.

WAIVE JURY. All parties hereby waive the right to any jury trial in any action, proceeding or



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**MODIFICATION OF DEED OF TRUST
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counterclaim brought by any party against any other party.

APPRAISAL. If at any time during the term of this Deed of Trust the Lender, in the reasonable exercise of its judgment, determines that it is likely that there has been a material adverse change in the value of the Real Property, Lender may obtain, at Borrower's expense, an appraisal of the Real Property prepared by an appraiser satisfactory to Lender and in a form and substance satisfactory to Lender.

VENUE. The loan transaction that is evidenced by this Agreement has been applied for, considered, approved and made in the State of Oregon. If there is a lawsuit relating to this Agreement, the undersigned shall, at Lender's request, submit to the jurisdiction of the courts of Lane, Douglas or Washington County, Oregon, as selected by Lender, in its sole discretion, except and only to the extent of procedural matters related to Lender's perfection and enforcement of its rights and remedies against the collateral for the loan, if the law requires that such a suit be brought in another jurisdiction. As used in this paragraph, the term "Agreement" means the promissory note, guaranty, security agreement or other agreement, document or instrument in which this paragraph is found, even if this document is described by another name, as well.

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 JUNE 16, 2008.

GRANTOR:

WESTERN BOULEVARD, LLC

By: 

M. Eugene Dickerhoof, Operating Manager of Western Boulevard, LLC

LENDER:

UMPQUA BANK

X 

Authorized Officer

Aaron Walker



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MODIFICATION OF DEED OF TRUST
(Continued)

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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Oregon

COUNTY OF Benton

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) SS
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This instrument was acknowledged before me on June 17, 2008 by M. Eugene Dickerhoof, Operating Manager of Western Boulevard, LLC, as designated agent of Western Boulevard, LLC.



(Seal, if any)

[Handwritten Signature]

(Signature of notarial officer)

Notary Public in and for State of Oregon



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MODIFICATION OF DEED OF TRUST
(Continued)

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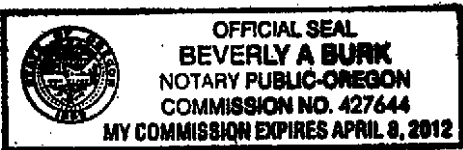
LENDER ACKNOWLEDGMENT

STATE OF Oregon

COUNTY OF Tane

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) SS
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This instrument was acknowledged before me on June 18, 2008 by Adam Wahe Senior Vice President of Umpqua Bank, as designated agent of Umpqua Bank.



(Seal, if any)

Beverly A Burk
(Signature of notarial officer)
Notary Public in and for State of Orege

LASER PRO Lending, Ver. 5.40.00.003 Copr. Harland Financial Solutions, Inc. 1997, 2008.
All Rights Reserved. - NV/OR D:\LPRO\CFI\LPL\G202.FC TR-41371 PR-62

Exhibit "A"

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

Parcel 1:

A parcel of land, located in the Northeast quarter of Section 4, Township 12 North, Range 20 East, M.D.B.&M., Douglas County, Nevada, more particularly described as follows:

COMMENCING at the Northeast corner of said Section 4; Thence South 44°21'55" West 42.12 feet to the Northeast corner of the former Lampe Ranch; Thence South 89°46'07" West 2,583.50 feet along the Southern right-of-way of Tolar Lane to a point, which is the Northwest corner of CARSON VALLEY ESTATES SUBDIVISION, UNIT 1; Thence South 0°13'53" East 314.47 feet to the TRUE POINT OF BEGINNING, a point on the North boundary of subject property; Thence North 89°46'07" East 92.00 feet along the North boundary of this parcel; Thence South 0°13'53" East 303.96 feet along the Easterly boundary to a point which lies on the Easterly right-of-way line of Nevada State Highway, U.S. 395; Thence North 51°04" West 161.27 feet along said Highway right-of-way line; Thence North 0°13'53" West 202.07 feet along the Westerly boundary of said existing irrigation ditch to a point; Thence North 89°46'07" East 33.00 feet to the TRUE POINT OF BEGINNING.

NOTE (NRS 111.312): The above metes and bounds description appeared previously in that certain legal description, recorded in the office of the County Recorder of Douglas County, Nevada on March 14, 1983, in Book 383, Page 1258, as Document No. 77167, of Official Records.

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Parcel 2:

A parcel of land located in the Northwest ¼ of the Northeast ¼ of Section 4, Township 12 North, Range 20 East, M.D.B.&M., Carson Valley, Douglas County, Nevada, described as follows:

COMMENCING at the Northeast corner of said Section 4; proceed South 44°21'55" West 42.12 feet to the Northeast corner of the former Lampe Ranch; Thence South 89°46'07" West 2,583.50 feet along the Southern right-of-way of Tolar Lane to a point, Thence South 0°13'53" East 314.47 feet along the Eastern boundary of a 33 foot ditch easement to the TRUE POINT OF BEGINNING, which is the Southwest corner of CARSON VALLEY ESTATES SUBDIVISION, UNIT 1, and the Northwest corner of this parcel; proceed Thence North 87°30'19" East 303.24 feet; Thence South 87°54'13" East 246.20 feet; Thence North 86°22'32" East 253.44 feet; Thence North 89°46'07" East 30.00 feet along the Southern boundary of said CARSON VALLEY ESTATES, UNIT NO. 1; Thence South 38°54'53" West 716.12 feet to a point which lies on the Easterly right-of-way line of Nevada State Highway, U.S. 395; Thence North 51°04" West 490.00 feet along said highway right-of-way line to a point which lies on the Easterly boundary of the aforesaid 33 foot ditch easement; Thence North 0°13'53" West 228.95 feet along the said Easterly boundary of the 33 foot ditch easement to the TRUE POINT OF BEGINNING.



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Exhibit "A"
continued

EXCEPTING THEREFROM all that certain piece or parcel of land situate in the County of Douglas, State of Nevada, being a portion of the Northeast quarter of the Section 4, Township 12 North, Range 20 East, M.D.B.&M., described as follows:

COMMENCING at the Southeast corner of Lot 39, as shown on the map of CARSON VALLEY ESTATES SUBDIVISION, UNIT NO. 1, filed in the office of the County Recorder of Douglas County, Nevada, on July 19, 1965; Thence North $89^{\circ}46'07''$ East a distance of 30.00 feet; Thence South $38^{\circ}54'53''$ West a distance of 716.12 feet to a point on the Northeasterly right-of-way line of U.S. Highway 395; Thence along said right-of-way line North $51'04''$ West a distance of 30.00 feet to the TRUE POINT OF BEGINNING. Thence continuing along the Northeasterly right-of-way line of said U.S. Highway 395, North $51'04''$ East a distance of 135.00 feet; Thence North $38^{\circ}54'53''$ East 100.00 feet; Thence South $51'04''$ East 135.00 feet; Thence South $38^{\circ}54'53''$ West a distance of 100.00 feet to the TRUE POINT OF BEGINNING.

NOTE (NRS 111.312): The above metes and bounds description appeared previously in that certain Agreement, recorded in the office of the County Recorder of Douglas County, Nevada on June 23, 1973, Book 102, Page 298, as Document No. 60228, of Official Records.

FURTHER EXCEPTION THEREFROM:

A parcel of land, located in the Northeast quarter of Section 4, Township 12 North, Range 20 East, M.D.B.&M., Douglas County, Nevada, more particularly described as follows:

COMMENCING at the Northeast corner of said Section 4; Thence South $44^{\circ}21'55''$ West 42.12 feet to the Northeast corner of the former Lampe Ranch; Thence South $89^{\circ}46'07''$ West 2,583.50 feet along the Southern right-of-way of Tolar Lane to a point, which is the Northwest corner of CARSON VALLEY ESTATES SUBDIVISION, UNIT 1; Thence South $0^{\circ}13'53''$ East 314.47 feet to the TRUE POINT OF BEGINNING, a point on the North boundary of subject property; Thence North $89^{\circ}46'07''$ East 92.00 feet along the North boundary of this parcel; Thence South $0^{\circ}13'53''$ East 303.96 feet along the Easterly boundary to a point which lies on the Easterly right-of-way line of Nevada State Highway, U.S. 395; Thence North $51'04''$ West 161.27 feet along said Highway right-of-way line; Thence North $0^{\circ}13'53''$ West 202.07 feet along the Westerly boundary of said existing irrigation ditch to a point; Thence North $89^{\circ}46'07''$ East 33.00 feet to the TRUE POINT OF BEGINNING.

NOTE (NRS 111.312): The above metes and bounds description appeared previously in that certain legal description, recorded in the office of the County Recorder of Douglas County, Nevada on March 14, 1983, in Book 383, Page 1258, as Document No. 77167, of Official Records.

APN: 1220-04-501-003

