



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

[Signature]
Signature

AVP
Title

09-03-2008
Date

Assessor Parcel No(s): 1220-04-501-006
Arrow 68000376-R2

RECORDATION REQUESTED BY:
First Independent Bank of Nevada, Commercial Real Estate Lending, 5335 Kietzke Lane,
Reno, NV 89511

WHEN RECORDED MAIL TO:
First Independent Bank of Nevada, Commercial Real Estate Lending, 5335 Kietzke Lane,
Reno, NV 89511

SEND TAX NOTICES TO:
First Independent Bank of Nevada, Commercial Real Estate Lending, 5335 Kietzke Lane,
Reno, NV 89511

FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated September 3, 2008, is made and executed between Waterloo Center, LLC, a Nevada Limited Liability Company ("Grantor") and First Independent Bank of Nevada, whose address is Commercial Real Estate Lending, 5335 Kietzke Lane, Reno, NV 89511 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated October 10, 2007 (the "Deed of Trust") which has been recorded in Douglas County, State of Nevada, as follows:

Deed of Trust recorded with the Douglas County Recorder on October 25, 2007 as document number 0711914 and re-recorded on November 21, 2007 as document number 0713568 and a Modification Deed of Trust recording concurrently herewith.

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

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

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if fully set forth herein.

The Real Property or its address is commonly known as Approximately 5.91 acres of vacant land on the southwest corner of US Highway 395 and Waterloo Lane, Gardnerville, NV.

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

The principal amount of the note is hereby increased to \$9,550,000.00. ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL DOCUMENTS REMAIN THE SAME.

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 SEPTEMBER 3, 2008.



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

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MODIFICATION OF DEED OF TRUST
(Continued)

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GRANTOR:

WATERLOO CENTER, LLC, A NEVADA LIMITED LIABILITY COMPANY

By: *Charles Pinjuv*
Charles Pinjuv, Managing Member of Waterloo Center, LLC, a Nevada Limited Liability Company

By: *Pamela Pinjuv*
Pamela Pinjuv, Managing Member of Waterloo Center, LLC, a Nevada Limited Liability Company

J & D PINJUV REVOCABLE LIVING TRUST, Managing Member of Waterloo Center, LLC, a Nevada Limited Liability Company

By: *John M. Pinjuv TRUSTEE*
John M. Pinjuv, Trustee of J & D Pinjuv Revocable Living Trust

By: *Deborah L. Pinjuv TRUSTEE*
Deborah L. Pinjuv, Trustee of J & D Pinjuv Revocable Living Trust

BENGOCHEA FAMILY LIMITED PARTNERSHIP, Managing Member of Waterloo Center, LLC, a Nevada Limited Liability Company

THE AMADOR BENGOCHEA AND DOROTHY ANNE BENGOCHEA REVOCABLE FAMILY TRUST, General Partner of Bengochea Family Limited Partnership

By: *Amador Bengochea TRUSTEE*
Amador Bengochea, Trustee of The Amador



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MODIFICATION OF DEED OF TRUST
(Continued)

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Bengochea and Dorothy Anne Bengochea Revocable
Family Trust

By: [Signature]
Dorothy Anne Bengochea, Trustee of The Amador
Bengochea and Dorothy Anne Bengochea Revocable
Family Trust

LENDER:

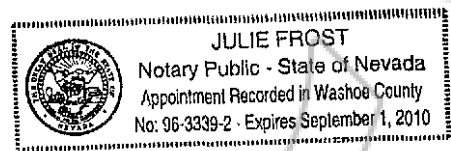
FIRST INDEPENDENT BANK OF NEVADA

x [Signature]
Authorized Officer
ANDREA PERRY

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Nevada)
) SS
COUNTY OF Washoe)

This instrument was acknowledged before me on 9-10-08 by Charles
Pinjuv, Managing Member of Waterloo Center, LLC, a Nevada Limited Liability Company, as
designated agent of Waterloo Center, LLC, a Nevada Limited Liability Company.



(Seal, if any)

[Signature]
(Signature of notarial officer)
Notary Public in and for State of NV

MODIFICATION OF DEED OF TRUST
(Continued)

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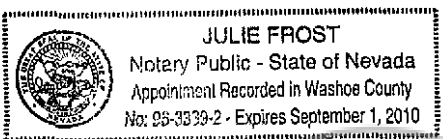
LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Nevada

COUNTY OF Washoe

)
) SS
)

This instrument was acknowledged before me on 9-10-08 by Pamela Pinjuv, Managing Member of Waterloo Center, LLC, a Nevada Limited Liability Company, as designated agent of Waterloo Center, LLC, a Nevada Limited Liability Company.



[Signature]
(Signature of notarial officer)
Notary Public in and for State of NV

(Seal, if any)



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MODIFICATION OF DEED OF TRUST
(Continued)

Loan No: 17018011

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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Nevada

)
) SS

COUNTY OF Washoe

)

This Instrument was acknowledged before me on 9/4/08 by John M. Pinjuv, Trustee of J & D Pinjuv Revocable Living Trust, Managing Member of Waterloo Center, LLC, a Nevada Limited Liability Company, as designated agent of Waterloo Center, LLC, a Nevada Limited Liability Company.



ESTHER M. HOPKINS
Notary Public - State of Nevada
Appointment Recorded in Washoe County
No. 25-05,252 - Expires January 10, 2010
(Seal, if any)

Esther M. Hopkins

(Signature of notarial officer)

Notary Public in and for State of Nevada



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MODIFICATION OF DEED OF TRUST
(Continued)

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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

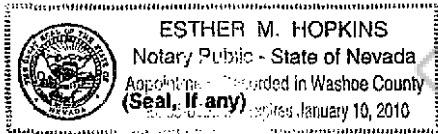
STATE OF Nevada)
) SS
COUNTY OF Washoe)

This instrument was acknowledged before me on 9/4/08 by Deborah L. Pinjuv, Trustee of J & D Pinjuv Revocable Living Trust, Managing Member of Waterloo Center, LLC, a Nevada Limited Liability Company, as designated agent of Waterloo Center, LLC, a Nevada Limited Liability Company.

Esther M. Hopkins

(Signature of notarial officer)

Notary Public in and for State of Nevada



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MODIFICATION OF DEED OF TRUST
(Continued)

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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Nevada

COUNTY OF Clark

)
) SS
)

This instrument was acknowledged before me on September 8, 2008 by Amador Bengochea, Trustee of The Amador Bengochea and Dorothy Anne Bengochea Revocable Family Trust, General Partner of Bengochea Family Limited Partnership, Managing Member of Waterloo Center, LLC, a Nevada Limited Liability Company, as designated agent of Waterloo Center, LLC, a Nevada Limited Liability Company.



Angie Michael Gunter

(Signature of notarial officer)

Notary Public in and for State of Nevada

(Seal, if any)



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MODIFICATION OF DEED OF TRUST
(Continued)

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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Nevada

)
) SS
)

COUNTY OF Clark

This instrument was acknowledged before me on September 8, 2008 by Dorothy Anne Bengochea, Trustee of The Amador Bengochea and Dorothy Anne Bengochea Revocable Family Trust, General Partner of Bengochea Family Limited Partnership, Managing Member of Waterloo Center, LLC, a Nevada Limited Liability Company, as designated agent of Waterloo Center, LLC, a Nevada Limited Liability Company.

Angie Michael Gunter
(Signature of notarial officer)



(Seal, if any)

Notary Public in and for State of Nevada



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MODIFICATION OF DEED OF TRUST
(Continued)

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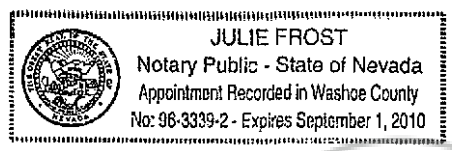
LENDER ACKNOWLEDGMENT

STATE OF Nevada

COUNTY OF Washoe

)
) SS
)

This instrument was acknowledged before me on 9-10-08 by Andrea Perry, Vice President of First Independent Bank of Nevada, as designated agent of First Independent Bank of Nevada.



(Seal, if any)

Julie Frost
(Signature of notarial officer)
Notary Public in and for State of Nevada

LASER PRO Lending, Ver. 5.41.20.001 Copr. Harland Financial Solutions, Inc. 1997, 2008. All Rights Reserved. - NV K:\CCTX\GSS808\OFILPL\G202.FC TR-6711 PR-59



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EXHIBIT A

All that certain real property situate in the County of Douglas, State of Nevada, described as follows:

PARCEL 1:

Portions of that certain property within Douglas County, Nevada situate in Section 4, Township 12 North, Range 20 East, M.D.M., as shown as Parcel B on Record of Survey recorded December 13, 2005 as Document No. 663320, in Official Records, described as follows:

Commencing at the most Southerly point of said Parcel B;
Thence N 44°20'17" W, a distance of 116.63 feet;
Thence N 48°25'33" W, a distance of 262.19 feet;
Thence N 27°03'34" W, a distance of 159.20 feet;
Thence N 11°51'40" W, a distance of 303.15 feet;
Thence N 00°29'47" E, a distance of 222.90 feet;
Thence N 58°37'17" E, a distance of 42.65 feet;
Thence along the Southwesterly line of US Highway S 50°18'53" E, a distance of 604.25 feet;
Thence S 39°26'27" W, a distance of 270.70 feet;
Thence S 50°00'45" E, a distance of 305.61 feet;
Thence S 45°39'43" W along the Northwesterly right-of-way line of Waterloo Lane a distance of 214.13 feet to the point of beginning.

Basis of bearing is Nevada State Plane Coordinates, West Zone, NAD 83/94.

Reference is hereby made to that Record of Survey Map for Boundary Line Adjustment recorded on December 13, 2005 as Document No. 663320, Official Records.

APN: 1220-04-501-019

Document Number 0712717, in Book 1107, at Page 2103 is provided pursuant to the requirements of Section 1.NRS 111.312

PARCEL 2:

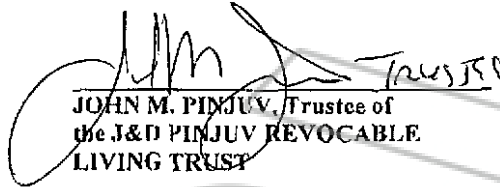
Non-exclusive reciprocal easements for access, ingress and egress over all paved driveways, roadways and walkways, and easement for slope, water detention and drainage facilities, water mains, sewers and other utility facilities as set forth in that certain Reciprocal Easement Agreement with Covenants, Conditions and Restrictions recorded in the office of the Douglas County Recorder, State of Nevada on January 27, 2006 in Book 0106 at Page 9295 as Document No. 666674, Official Records, and as amended on June 29, 2006 in Book 0606 at Page 10661 as Document No. 678417, Official Records.

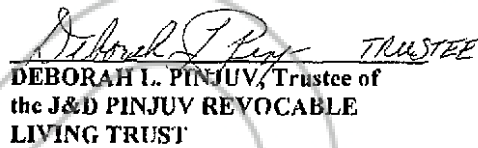


Exhibit "B"

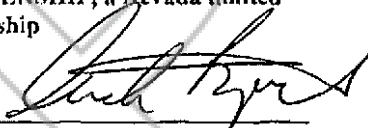
CONSENT

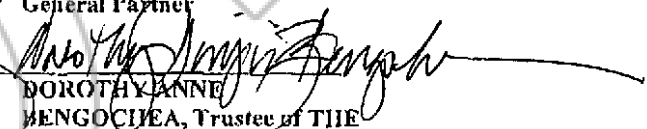
The undersigned hereby consent to the foregoing Modification Deed of Trust and acknowledge and agree that their obligations under those certain Commercial Guaranties executed in connection with the loan evidenced by the Modification Deed of Trust remain in full force and effect.


JOHN M. PINJUV, Trustee of
the J&D PINJUV REVOCABLE
LIVING TRUST


DEBORAH L. PINJUV, Trustee of
the J&D PINJUV REVOCABLE
LIVING TRUST

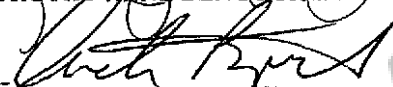
BENGOCHEA FAMILY LIMITED
PARTNERSHIP, a Nevada limited
partnership

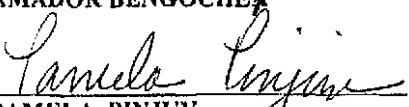
By: 
AMADOR BENGOCHEA,
Trustee of THE AMADOR
BENGOCHEA AND DOROTHY
ANNE BENGOCHEA
REVOCABLE FAMILY TRUST,
General Partner


By: 
DOROTHY ANNE
BENGOCHEA, Trustee of THE
THE AMADOR BENGOCHEA
AND DOROTHY ANNE
BENGOCHEA REVOCABLE
FAMILY TRUST,
General Partner





DOROTHY ANNE BENGOCHEA


AMADOR BENGOCHEA


PAMELA PINJUV


CHARLES PINJUV


DEBORAH L. PINJUV


JOHN M. PINJUV



