

APN No. 1320-30-701-019

DOC # 733214  
11/17/2008 03:32PM Deputy: GB  
**OFFICIAL RECORD**  
Requested By:  
STEWART TITLE - CARSON  
Douglas County - NV  
Karen Ellison - Recorder  
Page: 1 of 6 Fee: 19.00  
BK-1108 PG-3246 RPTT: 0.00



**WHEN RECORDED, MAIL TO:**  
WELLS FARGO BANK, NATIONAL ASSOCIATION  
5340 Kietzke Lane  
Reno, Nevada 89511  
Attention: Susan A. Klein

The undersigned hereby affirms that this document, including any exhibits, submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030)

1009674

**AMENDMENT TO AGREEMENT TO RECONVEY REAL PROPERTY**

**THIS AGREEMENT** is made as of the 12<sup>th</sup> day of November, 2008, by and between the **MINDEN GATEWAY CENTER, LLC**, a Nevada limited liability company (the "Seller"), and **MINDEN HOTEL, LLC**, a Nevada limited liability company (the "Buyer").

**WHEREAS**, the Buyer and Seller entered into a Land Purchase Agreement on August 31, 2007, for the purchase of certain real property located in Minden, Douglas County, Nevada (the "Property");

**WHEREAS**, the Property is located within an integrated retail and commercial mixed use center more commonly known as the Minden Gateway Center located in Minden, Nevada (the "Center");

**WHEREAS**, the Property is subject to Amended and Restated Declaration of Covenants, Conditions, and Restrictions and Grant of Easements dated on or about April 29, 2008 (the "CC&R's");

**WHEREAS**, Seller is in the process of submitting an application to obtain approval to be a commercial subdivision to the applicable governmental authorities having jurisdiction over the Center;

**WHEREAS**, Recital F of the CC&R's provides that if and when Seller's application for a commercial subdivision is approved, Seller may require Buyer to reconvey for use in common for the benefit of the Center all areas on Buyer's Property that are not improved with Buildings (as defined in the CC&R's) and that lie outside the perimeter walls of Buildings such portion of the Borrower's Property being further described as Parcel 2A in that certain Tentative Commercial Subdivision Map for Minden Gateway Center prepared by R.O. Anderson Engineers (Job No. 1222-003-07, Drawing No. 1222-003TMI) (the "Subject Property");

**WHEREAS**, Seller and Buyer entered into an Agreement To Reconvey Real Property dated May 6, 2008, and recorded on May 8, 2008, in the Office of the County Recorder, Douglas County, Nevada, as Document No. 0722803 (the "Agreement To Reconvey");

**WHEREAS**, Buyer desires to obtain from Wells Fargo Bank, National Association (the "Bank") financing for the construction of an 80 room hotel and related site improvements on a portion of the Property (the "Construction Financing"); and

**WHEREAS**, in order to allow Buyer to obtain the Construction Financing, the parties desire to amend certain provisions of the Agreement to Reconvey.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which are hereby expressly acknowledged, the parties agree as follows:

1. **Defined Terms**. Any capitalized words or terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Agreement to Reconvey.
2. **Agreement**. Section 1.0 of the Agreement To Reconvey is hereby amended to permit Buyer to encumber the Subject Property by a deed of trust in favor of Bank to secure the Construction Financing (the "Bank Deed of Trust"). Upon approval of the commercial subdivision for the Center by the applicable governmental entities having jurisdiction over the Property, Bank shall execute and deliver such documents as may be required to partially release the Subject Property from the lien of the Bank Deed of Trust concurrently with Buyers' conveyance of the Subject Property to Seller.

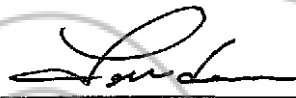


3. Except as herein amended, the Agreement to Reconvey remains in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**MINDEN GATEWAY CENTER, LLC,  
a Nevada limited liability company**

**By: SKY WEST INVESTMENTS, INC.,  
a Nevada corporation, Manager**

By:   
\_\_\_\_\_  
**JEFFREY LOWDEN**  
Its: President

"Seller"

**MINDEN HOTEL LLC, a Nevada  
limited liability company**

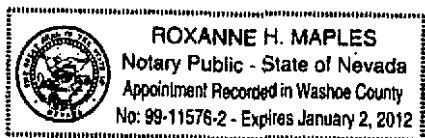
By: \_\_\_\_\_  
**JASWINDER SINGH**  
Manager

"Buyer"



STATE OF NEVADA )  
 )ss.  
COUNTY OF ~~DOUGLAS~~ <sup>WASHOE</sup> )

This instrument was acknowledged before me on November 13, 2008, by Jeffrey Lowden, as President of Sky West Investments, Inc., Manager of Minden Gateway Center, LLC.



Roxanne H. Maples  
Notary Public  
My commission expires: 1-2-2012

STATE OF NEVADA )  
 )ss.  
COUNTY OF DOUGLAS )

This instrument was acknowledged before me on \_\_\_\_\_, 2008, by Jaswinder Singh, as Manager of Minden Hotel LLC.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_



3. Except as herein amended, the Agreement to Reconvey remains in full force and effect.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first written above.

**MINDEN GATEWAY CENTER, LLC,**  
a Nevada limited liability company

By: **SKY WEST INVESTMENTS, INC.,**  
a Nevada corporation, Manager

By: \_\_\_\_\_  
**JEFFREY LOWDEN**  
Its: President

"Seller"

**MINDEN HOTEL LLC, a Nevada**  
limited liability company

By: \_\_\_\_\_  
**JASWINDER SINGH**  
Manager

"Buyer"



STATE OF NEVADA )  
 )ss.  
COUNTY OF DOUGLAS )

This instrument was acknowledged before me on \_\_\_\_\_, 2008, by Jeffrey Lowden, as President of Sky West Investments, Inc., Manager of Minden Gateway Center, LLC.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

STATE OF NEVADA )  
 )ss. *JASWINDER*  
COUNTY OF ~~DOUGLAS~~ )

This instrument was acknowledged before me on NOVEMBER 12, 2008, by Jaswinder Singh, as Manager of Minden Hotel LLC.

*Patricia Alexander*  
\_\_\_\_\_  
Notary Public  
My commission expires: 1/15/2010

