

APNs: 1418-00-002-003
1418-27-210-001
1418-00-002-004



WHEN RECORDED MAIL TO:
Cathay Bank
Corporate Real Estate and Construction Loan Department
250 South Atlantic Boulevard, 2nd Floor
Monterey Park, California 91754
Attention: Angela Hui

030203717

**FIRST AMENDMENT TO
DEED OF TRUST WITH ASSIGNMENT OF RENTS**

THIS FIRST AMENDMENT TO DEED OF TRUST WITH ASSIGNMENT OF RENTS ("First Amendment to Deed of Trust"), is made as of this 27th day of October, 2008, by Essam Khashoggi, Trustee of the ELK Trust (u/d/t 12/23/86), as trustor and assignor ("Trustor"), and Stewart Title of Douglas County, a Nevada corporation, as trustee ("Trustee"), for the benefit of Dynamic Finance Corporation, a California corporation, as beneficiary and assignee ("Beneficiary") with reference to the following facts and is as follows.

RECITALS:

A. Trustor, as the trustor and assignor, made, executed and delivered that certain Deed of Trust with Assignment of Rents dated November 15, 2003 ("Deed of Trust") wherein Trustee is the trustee and Beneficiary, is the beneficiary, which Deed of Trust was recorded on November 17, 2003, in the office of the County Recorder of Douglas County, Nevada, as document no. 596974, official records. The Deed of Trust was assigned to Cathay Bank, a California banking corporation, pursuant to an Assignment of Deed of Trust dated May 24, 2004, recorded June 22, 2004, as document no. 616791, of said official records, for the purpose of securing the obligations described in that certain Commercial Pledge Agreement for Loan No. 16651678, as amended, between Dynamic Finance Corporation and Cathay Bank.

B. Trustor and Beneficiary desire to amend the Deed of Trust as set forth below.

NOW, THEREFORE, Trustor and Beneficiary hereby amend the Deed of Trust as follows:

1. Paragraph 2 of the Deed of Trust is hereby amended and restated as follows:

2. Obligations Secured. Trustor makes this Deed of Trust for the purposes of securing:

(a) Payment of all indebtedness and other obligations evidenced by that certain promissory note dated November 15, 2003, as amended by the First Amendment to Promissory Note effective January 7, 2008, and as further amended and restated by that certain Amended and Restated Promissory Note dated October 27, 2008 (collectively, the "Note"), made by Trustor payable to the order of Beneficiary in the principal sum of TWELVE MILLION AND NO/100^{THS} DOLLARS (\$12,000,000.00), (the "Loan");

(b) Payment and performance of all obligations of Trustor under this Deed of Trust, including payment of all sums expended or advanced by Beneficiary hereunder, together with interest thereon at the Default Rate, in the preservation, enforcement and realization of the rights of Beneficiary hereunder or under any of the other obligations secured hereby, including, but not limited to, attorney's fees, court costs, other litigation expenses, foreclosure expenses and any and all attorneys' fees and costs incurred in any bankruptcy proceeding in which Trustor or any Guarantor is the debtor;

(c) Payment and performance of the obligations of Trustor, or any of them, under that certain Loan Agreement dated November 3, 2003, between Trustor as the Borrower and Beneficiary as the Lender ("Loan Agreement"), and under all other Loan Documents (defined in the Loan Agreement), executed in connection therewith, except the Environmental Indemnity dated November 15, 2003, in which the Trustor and the Guarantors, Essam Khashoggi and Layla Khashoggi ("Guarantors"), are the indemnitors in favor of Beneficiary;

(d) Payment of all future advances and the payment and performance of all other obligations that the Trustor may agree to pay or perform (whether as principal, surety or guarantor) for the benefit of Beneficiary, when such obligation is evidenced by a writing which states that it is secured by this Deed of Trust;

(e) Payment and performance of all modifications, extensions and renewals (if any) of one or more of the obligations secured hereby, including without limitation (i) modifications of the required principal payment dates or interest payment dates, deferring or accelerating



payment dates wholly or partly, and (ii) modifications, extensions or renewals at a different rate of interest whether or not, in the case of a note or other contract, the modification, extension or renewal is evidenced by a new or additional promissory note or other contract; and

(f) Performance of each and every obligation of Trustor as lessor or lessee under any and all leases executed in connection with the Property.

The Note and other obligations now or hereafter secured by this Deed of Trust including, but not limited to, the obligations of Trustor set forth herein, are herein collectively called the "Secured Obligations". All persons who may have or acquire an interest in the Property shall be deemed to have notice of, and shall be bound by, the terms of the Note, this Deed of Trust, and any and all other instruments or documents made or entered into in connection herewith (collectively "Documents" or "Loan Documents") and each of the Secured Obligations.

2. Except as hereby amended, the Deed of Trust shall remain in full force and effect.

IN WITNESS WHEREOF, this First Amendment to Deed of Trust has been duly executed and acknowledged by Trustor as of the day and year first above written.

Trustor:

Essam Khashoggi, Trustee of the ELK Trust (u/d/t 12/23/86)

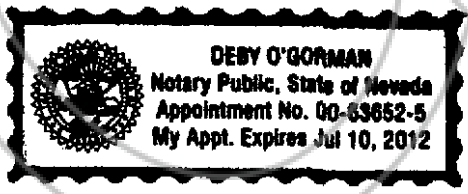
STATE OF Nevada)

County of Douglas)

This instrument was acknowledged before me on 10-28, 2008, by Essam Khashoggi, as Trustee of the ELK Trust (u/d/t 12/23/86).

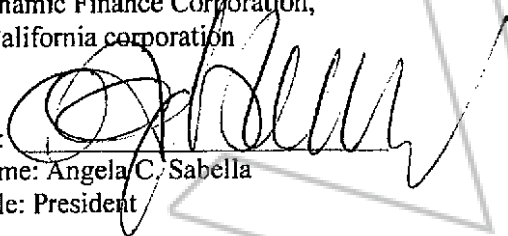
Notary Public

My Commission Expires: 7-10-12



Beneficiary:

Dynamic Finance Corporation,
a California corporation

By: 
Name: Angela C. Sabella
Title: President

~~STATE OF _____)
County of _____)~~

~~This instrument was acknowledged before me on _____, 2008, by
_____ as _____ of Dynamic Finance Corporation, a
California corporation.~~

~~_____
Notary Public
My Commission Expires: _____~~

State of California }
County of Los Angeles }

On Nov. 5, 2008 before me, (here insert name and title of the officer), personally appeared Angela C. Sabella as President of Dynamic Finance Corporation, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.


Kitty L. Lew, Notary Public

* This signature page is a part of the First Amendment to Deed of Trust with Assignments of Rents dated October 27, 2008 by and between Essam Khashoggi (trustor & assignor), Stewart Title (trustee), and Dynamic Finance Corporation (beneficiary).

