

APN 1220-10-610-003 & 005

Douglas County - NV
Karen Ellison - Recorder
Page: 1 Of 4 Fee: 17.00
BK-1208 PG- 2375 RPTT: 0.00

AFTER RECORDATION RETURN TO:

Di Salvo
P. O. Box 31
Gardnerville NV 89410



SPACE ABOVE THIS LINE FOR RECORDER'S USE

I the undersigned hereby affirm that this document submitted for recording does not contain the Personal Information of any person or persons as defined in NRS 239B.030.

Signature _____ Title _____

Print Name _____

MODIFICATION TO NOTE SECURED BY
DEED OF TRUST

THIS AGREEMENT, made and entered into on the 23rd day of September, 2008, by and between BENNIE TOM DI SALVO, TRUSTEE OF THE BENNIE TOM DI SALVO REVOCABLE TRUST, dated April 18, 1983, as to an undivided 83.33% interest and SHERRY DI SALVO, a married woman as her sole and separate property, as to an undivided 16.67% interest, Beneficiary(s) and SIERRA NEVADA SW ENTERPRISES, LTD., a Nevada limited liability company, Trustor(s).

WITNESSETH THAT:

WHEREAS, Trustor has heretofore executed and delivered for valuable consideration, a Promissory Note in the original sum of ONE MILLION TWO HUNDRED THOUSAND DOLLARS (\$1,200,000.00) in favor of Beneficiary(s) named herein, and dated July 4, 2007; and

WHEREAS, said note is secured by a Deed of Trust in like amount and of even date therewith, which Deed of Trust recorded on July 6, 2007, in Book 701, at Page 1953, under Document No. 704617; and

WHEREAS, Borrower has agreed to pay THREE HUNDRED TWENTY FIVE THOUSAND DOLLARS (\$325,000.00) of the principal amount due to reduce the Promissory Note to EIGHT HUNDRED SEVENTY FIVE THOUSAND

DOLLARS (\$875,000.00) as follows MICHAEL GILBERT, TRUSTEE OF THE BENNIE TOM DI SALVO REVOCABLE TRUST, dated April 18, 1983, as to an undivided 77.1429% interest and SHERRY DI SALVO, a married woman as her sole and separate property, as to an undivided 22.8571%, and

WHEREAS Beneficiary has agreed to extend the due date of the note to July 6, 2011;

NOW THEREFORE, in consideration of the mutual benefit of the parties hereto, said note hereinabove referenced shall be modified as to the following particulars:

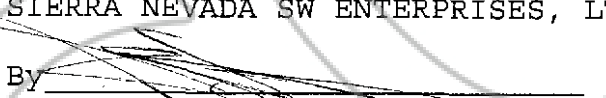
THE NEW PRINCIPAL AMOUNT DUE SHALL BE EIGHT HUNDRED SEVENTY FIVE THOUSAND DOLLARS (\$875,000.00) WITH INTEREST AT TEN PERCENT (10%) PER ANNUM, ACCRUING FROM SEPTEMBER 25, 2008, BEGINNING ON THE 6th DAY OF OCTOBER, 2008 AND CONTINUING ON THE 6th DAY OF EACH MONTH UNTIL JULY 6, 2011, AT WHICH TIME THE ENTIRE UNPAID PRINCIPAL, PLUS ACCRUED INTEREST, SHALL BE PAID IN FULL.

THIS AGREEMENT is a modification only, and not a novation; and except as provided herein, all of the original terms and conditions set forth in Deed of Trust and Note secured thereby shall remain in full force and effect, and shall further be binding upon and inure to the heirs, successors and assigns forever to the parties hereto.

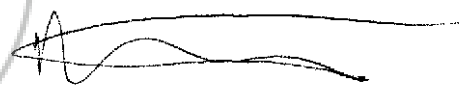
IN WITNESS WHEREOF, the parties hereby have executed this agreement on the day and year first above written.

TRUSTOR(S) :

SIERRA NEVADA SW ENTERPRISES, LTD.

By 
Corporate Management Services
Manager, James S. Bradshaw,
President

BENEFICIARY(S) :


MICHAEL GILBERT, TRUSTEE OF
THE BENNIE TOM DI SALVO
REVOCABLE TRUST


SHERRY DI SALVO

STATE OF NEVADA)
) ss.
COUNTY OF)

On this 23rd day of September, 2008, before me, the undersigned, a Notary Public in and for said state, personally appeared James Bradshaw, personally known or proved to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the entity upon behalf of which the person acted executed the instrument.

WITNESS my hand and official seal.

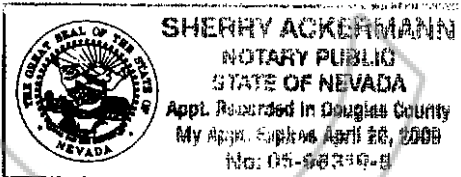


Linda M Krueger
Notary Public

STATE OF NEVADA)
) ss.
COUNTY OF)

On this 25 day of November, 2008, before me, the undersigned, a Notary Public in and for said state, personally appeared Sherry Di Salvo, personally known or proved to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the entity upon behalf of which the person acted executed the instrument.

WITNESS my hand and official seal.

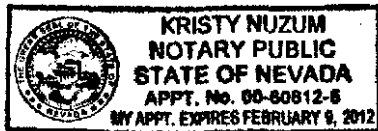


Sherry Di Salvo
Notary Public

STATE OF NEVADA)
COUNTY OF Washoe) ss.

On this 8 day of Dec., 2008, before me, the undersigned, a Notary Public in and for said state, personally appeared Michael Gilbert, personally known or proved to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the entity upon behalf of which the person acted executed the instrument.

WITNESS my hand and official seal.



Kristy Nuzum
Notary Public

