

APN No. 07-120-03
now 1318-22-002-012
**RECORDING REQUESTED BY,
AND WHEN RECORDED MAIL TO:**
Bank of the West
Documentation Center (South)
1977 Saturn Street
Monterey Park, California
Loan # _____

DOC # 740428
03/30/2009 10:23AM Deputy: GB
OFFICIAL RECORD
Requested By:
TICOR TITLE - RENO
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 19 Fee: 32.00
BK-309 PG-7014 RPTT: 0.00



The undersigned hereby affirm(s) 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)

08009320A-RR

CONSENT TO DEED OF TRUST AND SECURITY AGREEMENT AND FIXTURE FILING WITH ASSIGNMENT OF RENTS

THIS CONSENT TO DEED OF TRUST AND SECURITY AGREEMENT AND FIXTURE FILING WITH ASSIGNMENT OF RENTS (this "Consent") is entered into as of the ___ day of March, 2009, by and among **PATRICIA M. LORDING, Trustee under the PATRICIA M. LORDING TRUST AGREEMENT, dated April 28, 1981, TERENCE A. LORDING, a single man, KATHLEEN L. NORRIS, a married woman as her sole and separate property, STEPHEN P. LORDING, a single man, P. PETERSEN, Trustee of the TRUST D10, dated May 1, 1997, CAROLYN B. McLEOD, Trustee of the TRUST D20, dated May 1, 1997, and CAROLYN B. McLEOD, Trustee of the TRUST D30, dated May 1, 1997** (collectively, "Landlord"), **LAKESIDE INN, INC., a Nevada corporation, dba Lakeside Inn & Casino ("Tenant"), and BANK OF THE WEST, a California banking corporation ("Lender").**

WITNESSETH:

WHEREAS, Landlord is the fee owner of that certain real property located in Douglas County, Nevada, more particularly described on Exhibit A attached hereto and hereby made a part hereof (the "Premises"); and

WHEREAS, Landlord and Tenant are parties to that certain Lease dated August 30, 1967, originally between LOUISE McLEOD, as landlord and "Lessor", and G.L. ROWLAND and STELLA ROWLAND, husband and wife, and B.A. STUNZ and IRENE STUNZ, husband and wife, as tenant and "Lessees", which Lease was recorded on January 29, 1968, Official Records, Douglas County, Nevada, in Book 57, at Page 73, as Document No.40039 (which, together with that certain Amendment to Lease recorded on May 2, 1969, in Book 66, at Page

346, as Document Number 44319 (the "Amendment"), is hereinafter referred to as the "Lease"), which Lease demises the Premises from Landlord to Tenant; and

WHEREAS, Tenant intends to (1) borrow from Lender funds in an amount not to exceed One Million and No/100ths Dollars (\$1,000,000.00), on a revolving line of credit basis, in order to provide Tenant with working capital, (2) borrow from Lender funds in the estimated amount of Six Million Five Hundred Thousand and No/100ths Dollars (\$6,500,000.00) in order to pay certain existing indebtedness of Tenant, and (3) make certain agreements pursuant to which Tenant and Lender may enter into an interest rate derivative transaction or interest rate "swap" transaction (which may take the form of, without limitation, an interest rate cap, collar, floor, swap, swaption, forward foreign exchange transaction, currency swap, cross-currency swap, currency option, forward rate transaction, basis swap, or interest rate option) (all of the loans and credit facilities referenced under (1), (2) and (3) being hereinafter referred to as the "Credit Facilities"); and

WHEREAS, in order to secure payment of the Credit Facilities and other obligations of Tenant to Lender, Lender has required that Tenant execute and deliver to Lender that certain Deed of Trust and Security Agreement and Fixture Filing With Assignment of Rents dated March 20, 2009 (the "Deed of Trust") encumbering, among other things, Tenant's leasehold interest in the Premises;

WHEREAS, as a condition of extending the Credit Facilities to Tenant, Lender requires the consent of Landlord to the execution and delivery of the Deed of Trust and Landlord has agreed to grant such consent, subject to the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the foregoing Recitals, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties to this Consent hereby agree as follows:

1. Landlord hereby consents to the execution and delivery of the Deed of Trust by Tenant. Nothing herein shall be deemed a subordination to the Deed of Trust of Landlord's interest in the Premises. Furthermore, except as expressly set forth herein, nothing herein shall be deemed an amendment to the terms of the Lease.

2. Landlord shall give to Lender, and to Lender's successor or assigns (Lender and its successor and assigns being referred to collectively herein as "Mortgagee"), simultaneously with service on Tenant, notices of all demands made by Landlord on Tenant and no such notice to Tenant shall be effective unless a copy is so served upon Mortgagee. For purposes of this Section 2, notices to Lender shall be sent to: Bank of the West, Attn: _____, 1977 Saturn Street, Monterey Park, California, until such time as Lender or any other Mortgagee shall give written notice to Landlord of a different notice address for purposes of this Section 2. With the exception of Lender, a person or entity shall not be deemed a Mortgagee under this Consent until such time as the person or entity notifies Landlord, in writing, of its name, address



and interest in the Deed of Trust. Such notification shall be deemed to be a request to receive the notification provided for in this Section.

3. Mortgagee shall have the right to perform, in accordance with the terms and provisions of the Lease, any of Tenant's covenants, curing any defaults by Tenant, and exercising any election, option or privilege conferred upon Tenant by the terms of this Lease and Landlord shall accept such performance as if performed by Tenant.

4. Landlord shall not terminate the Lease or Tenant's right of possession for any default of Tenant if (i) within a period of twenty (20) days after the expiration of the period of time within which Tenant might cure such default, such default is cured by Mortgagee or, (ii) except as to payment of sums due under the Lease, and provided Lender's failure to cure within the period provided in subsection (i) is because of strikes, acute shortages of material, Acts of God or other causes beyond the control of Mortgagee, within a period of twenty (20) days after the expiration of the period of time within which Tenant might commence to eliminate the cause of such default, Mortgagee diligently commences to eliminate the cause of such default and faithfully and diligently proceeds thereafter to cure the same.

5. No liability for the payment of rent or any other payments due Landlord by the terms of the Lease or the performance of any of Tenant's covenants and obligations of the Lease shall attach to or be imposed upon Mortgagee, while not in possession of the Property, all such liability being hereby expressly waived by Landlord.

6. If the Lease is terminated because of a default by Tenant, or because of a disaffirmance or rejection of the Lease by a receiver, liquidator, or trustee for Tenant or Tenant's property that has taken possession of Tenant's business or property because of Tenant's insolvency or alleged insolvency and if, at the time of such termination, Landlord shall give notice thereof to Mortgagee and upon Mortgagee's request made within sixty (60) days after delivery of such notice to Mortgagee, and, upon payment to Landlord of all rent and other monies due and payable by Tenant under the Lease immediately prior to the termination of the Lease, as well as all sums that would have become payable under the Lease by Tenant to Landlord to the date of execution and delivery of the new lease as provided below, had the Lease not been terminated, together with reasonable attorneys' fees and expenses in connection therewith and in connection with the removal of Tenant from the Premises, and the curing of all defaults under the Lease that are within the then current Mortgagee's power to cure, and the performance of all of the covenants and provisions under the Lease that are within the then current Mortgagee's power to perform up to the date of the execution and delivery of the new lease as provided below, giving credit, however, for any net income actually collected by Landlord from the Premises, Landlord shall enter into a new lease of the Premises with the then current Mortgagee for the remainder of the term of the Lease, at the same rent and on the same terms and conditions as contained in the Lease and dated as of the date of termination of the Lease. Mortgagee's estate, as tenant under the new lease, shall have priority equal to Tenant's estate under the Lease (that is, there shall be no charge, lien, or burden created by Landlord upon the Premises or improvements prior to or superior to the estate granted by such new lease that



was not prior to or superior to Tenant's estate under the Lease as of the date immediately preceding the date the Lease went into default, except, however, any charge, lien or burden that should not have been permitted and/or should have been discharged by Tenant under the terms of the Lease).

7. Landlord hereby certifies and confirms to Lender that, as of the date of this Consent: (a) the terms of the Lease as evidenced in its original recording in 1967 have not been amended or modified except as set forth in the Amendment recorded in 1969, and the Lease is in full force and effect, (b) no default exists on the part of Landlord under the Lease, and no event or circumstance exists which, but for the giving of notice or passage of time or both would constitute a default by Landlord under the Lease, and (c) to Landlord's actual conscious knowledge (i) no default exists on the part of Tenant under the Lease, and (ii) no event or circumstance exists which, but for the giving of notice or passage of time or both would constitute a default by Tenant under the Lease.

8. This Consent may be executed in any number of counterparts, each of which shall be an original and all of which when taken together shall be deemed one and the same document.

9. This Consent shall not be changed or modified except by a written instrument executed by all parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Consent to be duly executed as of the day and year first above written.

LANDLORD:

Patricia M. Lording, Trustee

**PATRICIA M. LORDING, Trustee under
the PATRICIA M. LORDING TRUST
AGREEMENT, dated April 28, 1981**

TERENCE A. LORDING, a single man

KATHLEEN L. NORRIS, a married woman

STEPHEN P. LORDING, a single man

**MARY LOU WATSON, Trustee of the
TRUST D10, dated May 1, 1997**

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was not prior to or superior to Tenant's estate under the Lease as of the date immediately preceding the date the Lease went into default, except, however, any charge, lien or burden that should not have been permitted and/or should have been discharged by Tenant under the terms of the Lease).

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**PATRICIA M. LORDING, Trustee under
the PATRICIA M. LORDING TRUST
AGREEMENT, dated April 28, 1981**



TERENCE A. LORDING, a single man

KATHLEEN L. NORRIS, a married woman

STEPHEN P. LORDING, a single man

**MARY LOU WATSON, Trustee of the
TRUST D10, dated May 1, 1997**

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LANDLORD:

[Signature]

PATRICIA M. LORDING, Trustee under
the PATRICIA M. LORDING TRUST
AGREEMENT, dated April 28, 1981

TERENCE A. LORDING, a single man

[Signature]

KATHLEEN L. NORRIS, a married woman,
as my sole and separate property

[Signature]

STEPHEN P. LORDING, a single man

MARY LOU WATSON, Trustee of the
TRUST D10, dated May 1, 1997

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LANDLORD:

**PATRICIA M. LORDING, Trustee under
the PATRICIA M. LORDING TRUST
AGREEMENT, dated April 28, 1981**

TERENCE A. LORDING, a single man

KATHLEEN L. NORRIS, a married woman

Stephen P. Lording

STEPHEN P. LORDING, a single man

**MARY LOU WATSON, Trustee of the
TRUST D10, dated May 1, 1997**

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LANDLORD:

PATRICIA M. LORDING, Trustee under
the PATRICIA M. LORDING TRUST
AGREEMENT, dated April 28, 1981

TERENCE A. LORDING, a single man

KATHLEEN L. NORRIS, a married woman

STEPHEN P. LORDING, a single man

P. Petersen, Trustee P.P.
MARY LOU WATSON, Trustee of the
TRUST D10, dated May 1, 1997

P. PETERSEN, TRUSTEE



Carolyn B. McLeod
CAROLYN B/MCLEOD, Trustee of the
TRUST D20, dated May 1, 1997

Carolyn B. McLeod
CAROLYN B. MCLEOD, Trustee of the
TRUST D30, dated May 1, 1997

STATE OF NEVADA)
)ss.
COUNTY OF WASHOE)

This instrument was acknowledged before me on March _____, 2009, by PATRICIA M. LORDING, Trustee under the PATRICIA M. LORDING TRUST AGREEMENT, dated April 28, 1981.

Notary Public
My Commission Expires: _____

STATE OF NEVADA)
)ss.
COUNTY OF WASHOE)

This instrument was acknowledged before me on March _____, 2009, by TERENCE A. LORDING, a single man.

Notary Public
My Commission Expires: _____

STATE OF NEVADA)
)ss.
COUNTY OF WASHOE)

This instrument was acknowledged before me on March _____, 2009, by KATHLEEN L. NORRIS, a married woman

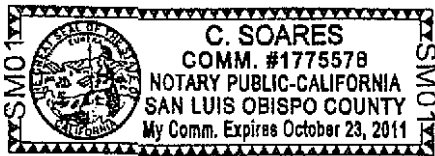
Notary Public
My Commission Expires: _____



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
 County of San Luis Obispo } ss.

On March 24th, 2009 before me, C. Soares, Notary Public, personally appeared Patricia Lording, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(ies), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



(Seal)

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.

[Handwritten Signature]

 Signature of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

- Individual
- Corporate Officer

DESCRIPTION OF ATTACHED DOCUMENT

Consent to Deed of Trust and Security Agreement and Fixture Filing with Assignment of Rents

Title

- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Guardian/Conservator
- Other:
- Limited
- General

Title or Type of Document

9
 Number of Pages

March 24, 2009
 Date of Document

Terence A Lording
 Kathleen L Norris
 Stephen P Lording
 Mary Lou Watson

Absent Signer (Principal) is Representing:

N/A

Signer(s) Other Than Name(s) Above



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 PG-7023

CAROLYN B. MCLEOD, Trustee of the TRUST D20, dated May 1, 1997

CAROLYN B. MCLEOD, Trustee of the TRUST D30, dated May 1, 1997

STATE OF _____)
)ss.
COUNTY OF _____)

This instrument was acknowledged before me on March _____, 2009, by PATRICIA M. LORDING, Trustee under the PATRICIA M. LORDING TRUST AGREEMENT, dated April 28, 1981.

Notary Public
My Commission Expires: _____

STATE OF CALIFORNIA)
)ss.
COUNTY OF ORANGE)

This instrument was acknowledged before me on March 24th, 2009, by TERENCE A. LORDING, a single man.



Chong G. Kim

Notary Public
My Commission Expires: July 20, 2012

STATE OF _____)
)ss.
COUNTY OF _____)

This instrument was acknowledged before me on March _____, 2009, by KATHLEEN L. NORRIS, a married woman

Notary Public
My Commission Expires: _____

CAROLYN B. MCLEOD, Trustee of the TRUST D20, dated May 1, 1997

CAROLYN B. MCLEOD, Trustee of the TRUST D30, dated May 1, 1997

STATE OF _____)
)ss.
COUNTY OF _____)

This instrument was acknowledged before me on March _____, 2009, by PATRICIA M. LORDING, Trustee under the PATRICIA M. LORDING TRUST AGREEMENT, dated April 28, 1981.

Notary Public
My Commission Expires: _____

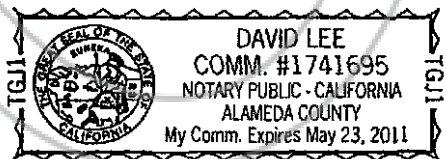
STATE OF _____)
)ss.
COUNTY OF _____)

This instrument was acknowledged before me on March _____, 2009, by TERENCE A. LORDING, a single man.

Notary Public
My Commission Expires: _____

STATE OF CA)
)ss.
COUNTY OF ALAMEDA)

This instrument was acknowledged before me on March 24, 2009, by KATHLEEN L. NORRIS, a married woman

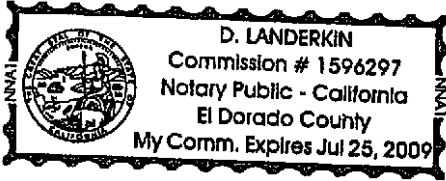


[Signature]

Notary Public
My Commission Expires: 05/23/2011
A 5

STATE OF California)
)ss.
COUNTY OF El Dorado)

This instrument was acknowledged before me on March 24, 2009, by STEPHEN P. LORDING, a single man.



D. Landerkin

Notary Public
My Commission Expires: 7-25-2009

STATE OF _____)
)ss.
COUNTY OF _____)

This instrument was acknowledged before me on March _____, 2009, by MARY LOU WATSON, Trustee of the TRUST D10, dated May 1, 1997.

Notary Public
My Commission Expires: _____

STATE OF _____)
)ss.
COUNTY OF _____)

This instrument was acknowledged before me on March _____, 2009, by CAROLYN B. MCLEOD, Trustee of the TRUST D20, dated May 1, 1997.

Notary Public
My Commission Expires: _____

STATE OF _____)
)ss.



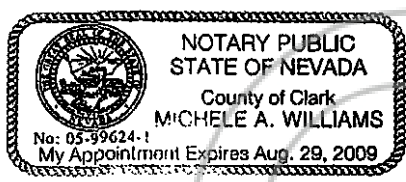
STATE OF _____)
)ss.
COUNTY OF _____)

This instrument was acknowledged before me on March _____, 2009, by STEPHEN P. LORDING, a single man.

Notary Public
My Commission Expires: _____

STATE OF Nevada)
)ss.
COUNTY OF Clark)

~~pp.~~ This instrument was acknowledged before me on March 24, 2009, by ~~MARY LOU~~^{AR} ~~WATSON, Trustee~~ of the TRUST D10, dated May 1, 1997. P. PETERSEN, TRUSTEE



Michele A. Williams
Notary Public
My Commission Expires: 29 Aug 2009

STATE OF _____)
)ss.
COUNTY OF _____)

This instrument was acknowledged before me on March _____, 2009, by CAROLYN B. MCLEOD, Trustee of the TRUST D20, dated May 1, 1997.

Notary Public
My Commission Expires: _____

STATE OF _____)
)ss.



STATE OF NEVADA)
)ss.
COUNTY OF WASHOE)

This instrument was acknowledged before me on March _____, 2009, by STEPHEN P. LORDING, a single man.

Notary Public
My Commission Expires: _____

STATE OF NEVADA)
)ss.
COUNTY OF WASHOE)

This instrument was acknowledged before me on March _____, 2009, by MARY LOU WATSON, Trustee of the TRUST D10, dated May 1, 1997.

Notary Public
My Commission Expires: _____

STATE OF NEVADA)
)ss.
COUNTY OF WASHOE)

This instrument was acknowledged before me on March 25, 2009, by CAROLYN B. MCLEOD, Trustee of the TRUST D20, dated May 1, 1997.



Krista Ficken

Notary Public
My Commission Expires: NOV 21, 2012



STATE OF NEVADA)
)ss.
COUNTY OF WASHOE)

This instrument was acknowledged before me on March 25, 2009, by CAROLYN B. MCLEOD, Trustee of the TRUST D30, dated May 1, 1997.



[Signature]
Notary Public
My Commission Expires: NOV 21, 2012

TENANT:

LAKESIDE INN, INC., a Nevada corporation,
dba Lakeside Inn & Casino

By: [Signature]
MICHAEL H. BRADFORD
Its: C.E.O.

STATE OF NEVADA)
)ss.
COUNTY OF WASHOE)

This instrument was acknowledged before me on March 25, 2009, by MICHAEL H. BRADFORD as C.E.O. of Lakeside Inn, Inc., a Nevada corporation, dba Lakeside Inn & Casino.



[Signature]
Notary Public
My Commission Expires: NOV 21, 2012

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BK-309
PG-7029

LENDER:

BANK OF THE WEST, a California banking corporation

By: [Signature]
ANDREW BACKSTROM
Its: Vice-President

STATE OF NEVADA)
)ss.
COUNTY OF WASHOE)



This instrument was acknowledged before me on March 26, 2009, by Andrew Backstrom as Vice President of Bank of the West, a California banking corporation.

[Signature]
Notary Public
My Commission Expires: June 5, 2010



EXHIBIT "A"
LEGAL DESCRIPTION OF PREMISES

COPY

A-9



BK-309
PG-7031

EXHIBIT "A"

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

That portion of the Southeast ¼ of Section 22, and of the Southwest ¼ of Section 23, Township 13 North, Range 18 East, M.D.B.&M., particularly described as follows:

COMMENCING at a point on the West side of the highway right-of-way line created by Deed recorded in Book U of Deeds, at Page 110, Douglas County, Nevada Records, said point being described as bearing South 60°13'00" West 127.20 feet from the section corner common to Sections 22, 23, 26 and 27, Township 13 North, Range 18 East, M.D.B.&M.; thence North 60°56'54" West (of record North 61°00'00" West), a distance of 349.98 feet (of record 350.00 feet); thence North 18°23'35" East (of record North 18°24'08" East), a distance of 198.04 feet to the true point of beginning; thence continuing North 18°23'35" East (of record North 18°24'08" East), a distance of 101.07 feet to a point; thence South 60°56'54" East (of record South 61°00'00" East), a distance of 382.78 feet to a point on the West side of said highway right-of-way line; thence from a tangent bearing South 21°14'21" West curving to the right along the westerly side of said highway right-of-way line with a radius of 2,460 feet through an angle of 02°19'45", a distance of 100.00 feet (of record 100.01 feet), to a point; thence North 60°56'54" West (of record North 61°00'00" West), a distance of 375.67 feet (of record 375.68 feet) to the true point of beginning.

NOTE: The above metes and bounds description appeared previously in that certain Third Amendment to Assignment of Entitlements, Contracts, Rents and Revenues recorded in the office of the County Recorder of Douglas County, Nevada on July 29, 2008, as Document No. 727619 of Official Records.

Assessor's Parcel Number(s):
1318-22-002-012

