

APN No. 1418-34-110-059

**RECORDING REQUESTED BY, AND
WHEN RECORDED MAIL TO:**

ELP Capital, Inc.
Attention: Marcy Olson
401 Court Street
Reno, Nevada 89501
Loan #080004



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)

168604.ME

MODIFICATION TO DEED OF TRUST

THIS MODIFICATION TO DEED OF TRUST ("DOT Modification") is made as of August 31, 2009, by and between **TAHOE TWO LIMITED PARTNERSHIP**, a Nevada limited partnership ("Borrower"), and **ELP CAPITAL, INC.**, a Nevada corporation, dba Equity Lending Partners ("Lender"), with reference to the following facts and is as follows.

WITNESSETH:

WHEREAS, on February 29, 2008, Borrower did make, execute and deliver to Lender, that certain Deed of Trust and Security Agreement and Fixture Filing with Assignment of Rents of even date therewith, recorded in the Official Records of Douglas County, Nevada, on March 14, 2008, as Document Number 719580 (which Deed of Trust, together with any amendments thereto, is referred to herein as the "Deed of Trust"), encumbering certain real property situate in such county and state, which Deed of Trust secures, among other obligations, (i) payment of that certain Promissory Note dated February 29, 2008, in the original maximum principal amount of ONE MILLION NINE HUNDRED FIFTY FIVE THOUSAND AND NO/100THS DOLLARS (\$1,955,000.00), made by Borrower and payable to the order of Lender (which Promissory Note, together with any amendments thereto, is referred to herein as the "Note"), and (ii) performance of Borrower's obligations under that certain Construction Loan Agreement between Borrower and Lender dated February 29, 2008 (the "Loan Agreement"), and various other documents related to the loan made pursuant to the Loan Agreement and evidenced by the Note (collectively, the "Loan Documents"); and

WHEREAS, Borrower and Lender have concurrently herewith amended the Note, the Loan Agreement, and various other Loan Documents pursuant to that certain Loan Modification and



Extension Agreement between Borrower and Lender of even date herewith (the "Modification Agreement"), and that certain Amended and Restated Promissory Note between Borrower and Lender of even date herewith (the "Amendment"), and Borrower and Lender desire to modify the Deed of Trust as hereinafter set forth;

NOW, THEREFORE, for a value received, the parties agree as follows:

1. Any capitalized words or terms used but not otherwise defined herein shall have the meaning given to such words or terms in the Note, the Deed of Trust, the Loan Agreement, the Modification Agreement, and the Amendment, as the context requires.

2. Pursuant to the Modification Agreement and the Amendment, various changes have been made to the Note, the Loan Agreement, and various other Loan Documents, including, without limitation (i) the Maturity Date of the Note and the Loan Agreement has been modified, (ii) the maximum committed amount of the Loan under the Note has been increased by \$55,000.00 to the total of \$2,010,000.00, (iii) the terms for partial releases and reconveyances of the property encumbered by the Deeds of Trust have been modified, (iv) the terms for the use and disbursement of Loan proceeds have been modified, (v) a new Project Budget has been prepared, and (vi) various other conforming amendments have been made.

3. The Deed of Trust is hereby modified to the extent of the modifications of the Note, the Loan Agreement, the Deed of Trust, and various other Loan Documents as set forth in the Modification Agreement and the Amendment, and shall continue to fully secure to Lender the Note, the Loan Agreement, and all other obligations secured thereunder, as any may be modified pursuant to the terms hereof, the Amendment, or the Modification Agreement. All obligations of Borrower herein, the Amendment, and in the Modification Agreement, shall be secured by the Deed of Trust, which obligations shall be secured by the Deed of Trust to the Deed of Trust's original priority date.

4. Without limiting the generality of Section 3 above, the Deed of Trust is hereby modified as follows: (a) all references to the "Loan" shall be deemed to mean and refer to the Loan, as amended herein, by the Amendment, and by the Modification Agreement, (b) all references to the "Deed of Trust" shall be deemed to mean and refer to the Deed of Trust, as amended herein, (c) all references to the "Loan Documents" shall be deemed to mean and refer to the Loan Documents, the Amendment, this DOT Modification, the Modification Agreement, and the Modification Documents (as defined in the Modification Agreement), (d) any references to the disbursements of Loan proceeds shall be deemed amended to include the schedule for disbursements set forth in the Modification Agreement, (e) all references to the "Note" shall be deemed to mean and refer to the Note, as amended by the Amendment, (f) all references to the "Loan Agreement" shall be deemed to mean and refer to the Loan Agreement, as amended by the Modification Agreement, (g) all references to partial reconveyances and release prices (including, without limitation, those set forth in Section 2.26 of the Deed of Trust) shall be deemed amended to include the schedule for partial releases and reconveyances set forth in the Modification Agreement, and (h) all references to the "Guaranty" shall be deemed to include the expanded obligations of various guarantors of the Loan



agreed to per the consents attached to this DOT Modification, the Amendment, and the Modification Agreement, and pursuant to the New Guaranty.

5. Trustor represents and covenants that the Deed of Trust, as modified by this DOT Modification, is a valid first and existing lien on the real estate described in the Deed of Trust; that the execution of this DOT Modification will not impair the lien of the Deed of the Trust; that the real estate described in the Deed of Trust shall remain in all respects subject to the lien of the Deed of Trust; that nothing herein contained, and nothing done pursuant hereto, shall affect or be construed to affect the lien, charge or encumbrance of, or warranty of title in, or the priority thereof, over other liens, charges, encumbrances, or to release or affect the liability of any party or parties whomsoever who may now or hereafter be liable under or on account of the Note and/or Deed of Trust; and that nothing herein contained or done in pursuance hereof shall affect or be construed to affect any other security or instrument held by Lender as additional security for payment of the indebtedness represented by the Note or any other obligations secured by the Deed of Trust, provided, in the event of any conflict between the terms of the DOT Modification, and any security or instrument held by Lender as additional security, the terms of this DOT Modification shall control and be given full force and effect.

6. Except as modified pursuant hereto or other documents executed by Borrower and Lender on the same date as this DOT Modification, all of the covenants, conditions, agreements or stipulations set forth in the Note, Deed of Trust, the Loan Agreement and other Loan Documents evidencing or securing the indebtedness identified herein, shall continue in full force and effect. Nothing herein contained or done pursuant hereto shall affect or be construed to affect the lien, charge or encumbrance of the Deed of Trust or the priority thereof or other liens, charges, encumbrances or security interests or to affect the liability of any party or parties which may now or hereafter be liable.

7. This DOT Modification shall be binding upon, and its benefits shall inure to, the parties and their respective successors and assigns.

8. This DOT Modification 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.

[Signature page follows.]



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

BORROWER:

TAHOE TWO LIMITED PARTNERSHIP, a Nevada limited partnership

By: SALAMEH INVESTMENTS LLC, a California limited liability company
Its: Duly Authorized Partner

By: [Signature]
ROY K. SALAMEH, Trustee of the Salameh Family Trust Dated March 24, 2003.
Its: Member

LENDER:

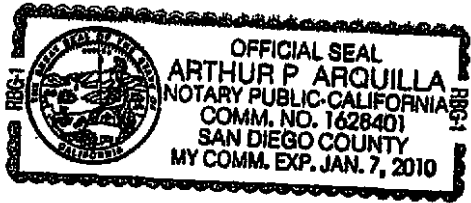
ELP CAPITAL, INC., a Nevada corporation, dba Equity Lending Partners, on its own behalf and as authorized agent for those parties holding any interest in the Note and/or Deeds of Trust as of the date hereof

By: [Signature]
Name: Julie DiNapoli
Its: Secretary

STATE OF NEVADA)
COUNTY OF San Diego)

This instrument was acknowledged before me on 9/14, 2009, by Roy K. Salameh, Trustee of the Salameh Family Trust Dated March 24, 2003, as Member of Salameh Investments, LLC, Duly Authorized Partner of Tahoe Two Limited Partnership, a Nevada limited partnership.

[Signature]
Notary Public
My Commission Expires: 01/07/10





STATE OF NEVADA)
)
COUNTY OF Washoe)

This instrument was acknowledged before me on September 15, 2009, by Julie DiNozoli, as Secretary of ELP Capital, Inc., a Nevada corporation, dba Equity Lending Partners, on its own behalf and as authorized agent for those parties holding any interest in the Note and/or Deeds of Trust as of the date hereof.



Angela Flores
Notary Public
My Commission Expires: January 11, 2013