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OFFICIAL RECORD  
Requested By:  
MARQUIS TITLE  
Douglas County - NV  
Karen Ellison - Recorder  
Page: 1 of 6 Fee: 19.00  
BK-610 PG-2087 RPTT: 0.00



APN No. 1220-16-401-008

**WHEN RECORDED MAIL TO:**

Branch Banking and Trust Company  
5455 Kietzke Lane, Suite B  
Reno, Nevada 89511

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)

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

THIS AGREEMENT is made as of the ~~4<sup>th</sup>~~<sup>JUNE</sup> day of May, 2010, by and between **CLOCK TOWER CENTER, LLC**, a Nevada limited liability company, as trustor (the "Trustor"), and **BRANCH BANKING AND TRUST COMPANY**, a North Carolina banking corporation, successor in interest to Colonial Bank by asset acquisition from the F.D.I.C. as Receiver for Colonial Bank, as beneficiary (the "Beneficiary").

**WITNESSETH:**

WHEREAS, on January 25, 2008, Trustor did make, execute and deliver to Colonial Bank, N.A. ("Colonial Bank"), that certain Deed of Trust and Security Agreement and Fixture Filing With Assignment of Rents and recorded on January 30, 2008, in Book 0108, at Page 6530 as Document No. 717154, Official Records of Douglas County, Nevada (the "Deed of Trust"), encumbering certain real property situate in such county and state, which Deed of Trust secures, among other obligations, payment of that certain Promissory Note Secured By Deed of Trust (the "Note") dated January 25, 2008, in the original principal amount of \$3,400,000.00, made by Trustor, payable to the order of Colonial Bank;

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Holland & Hart LLP  
Reno, Nevada  
(775) 327-3000



WHEREAS, Beneficiary has succeeded to all of Colonial Bank's right, title and interest under the Note, the Deed of Trust and other loan documents evidencing, securing and guarantying the loan evidenced by the Note; and

WHEREAS, the parties have concurrently herewith amended the Note and the Loan Agreement and 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 or the Deed of Trust.
2. The maturity of the Construction Term and the Maturity Date of the Note have been amended to January 25, 2011.
3. Trustor's option to convert the Loan from the Construction Term to the Permanent Term has been deleted.
4. Any reference in the Deed of Trust to the "Note" shall mean the Note as amended by the Amendment To Promissory Note Secured By Deed of Trust of even date herewith. Any reference in the Deed of Trust to the "Loan Agreement" shall mean the Loan Agreement as amended by the Amendment To Construction/Permanent Loan Agreement of even date herewith.
5. Except as herein modified, the Deed of Trust remains in full force and effect.

[Signature page follows.]





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

**BRANCH BANKING AND TRUST  
COMPANY, a North Carolina banking  
corporation, successor in interest to Colonial  
Bank by asset acquisition from the F.D.I.C. as  
Receiver for Colonial Bank**

By:   
**VIC NIKONCHUK**  
Its: Assistant Vice President

"Beneficiary"

**CLOCK TOWER CENTER, LLC, a  
Nevada limited liability company**

  
By:   
**MICHAEL E. JARRETT**  
Managing Member


"Trustor"




CONSENT

The undersigned Guarantors hereby consent to the foregoing Modification to Deed of Trust and Security Agreement and Fixture Filing With Assignment of Rents and acknowledge and agree that their obligations under that certain Guarantee dated January 25, 2008, executed in connection with the Note remain in full force and effect.

  
MICHAEL E. JARRETT

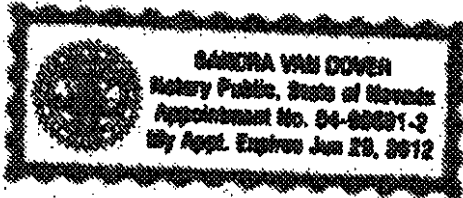
  
D. GERALD BING, JR.

  
D. GERALD BING, JR., Trustee of  
the D. GERALD BING, JR. TRUST  
dated January 17, 2000



STATE OF NEVADA )  
 )ss.  
COUNTY OF WASHOE )

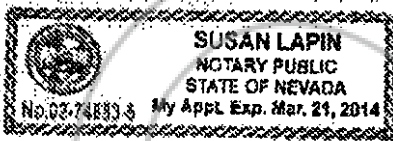
This instrument was acknowledged before me on JUNE 4, 2010, by Vic Nikonchuk, as Assistant Vice President of Branch Banking and Trust Company, a North Carolina banking corporation.



*Sandra Van Doren*  
Notary Public  
My Commission Expires: JUNE 27 2012

STATE OF NEVADA )  
 )ss.  
COUNTY OF Douglas )

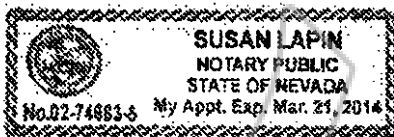
This instrument was acknowledged before me on June 7, 2010, by Michael E. Jarrett, as Manager/Member of Clock Tower Center, LLC.



*Susan Lapin*  
Notary Public  
My Commission Expires: 3/21/14

STATE OF NEVADA )  
 )ss.  
COUNTY OF Douglas )

This instrument was acknowledged before me on June 7, 2010, by Michael E. Jarrett.

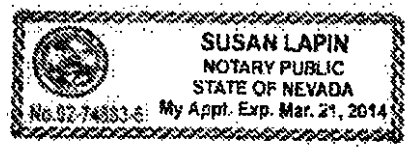


*Susan Lapin*  
Notary Public  
My Commission Expires: 3/21/14



STATE OF NEVADA )  
 )ss.  
COUNTY OF Douglas )

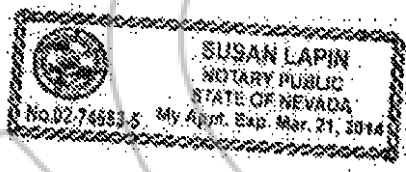
This instrument was acknowledged before me on June 7, 2010, by  
D. Gerald Bing, JR.



[Signature]  
Notary Public  
My Commission Expires: 3/21/14

STATE OF NEVADA )  
 )ss.  
COUNTY OF Douglas )

This instrument was acknowledged before me on June 7, 2010, by  
D. Gerald Bing, JR., Trustee of the D. Gerald Bing, JR. Trust dated January 17, 2000.



[Signature]  
Notary Public  
My Commission Expires: 3/21/14