



A.P.N. #	1320-30-701-019
Escrow No.	1035718
Recording Requested By: Stewart Title	
When Recorded Mail To: Stewart Title 1886 College Parkway, Suite 101 Carson City, NV 89706	
for recorder's use only	

Memorandum of Modification Agreement Amending Deed of Trust
(Title of Document)

Please complete Affirmation Statement below:

I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030)

-OR-

I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does contain the social security number of a person or persons as required by law:

(State specific law)

Jennifer Bourret
Signature

Escrow Asst
Title

Jennifer Bourret
Print Signature

This page added to provide additional information required by NRS 111.312 Sections 1-2 and NRS 239B.030 Section 4.

This cover page must be typed or printed in black ink.

(Additional recording fee applies)

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

WELLS FARGO BANK, NATIONAL
ASSOCIATION
Middle Market Real Estate
5340 Kietzke Lane
Reno, NV 89511
Attention: Susan A. Klein
Loan No. 1000427

**MEMORANDUM OF MODIFICATION AGREEMENT
AMENDING DEED OF TRUST**

The undersigned declare that they have entered into an Amended and Restated Loan Agreement ("**A&R Loan Agreement**") dated of even date herewith, wherein provision is made for (a) amendment of that certain Construction Deed of Trust With Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated November 12, 2008, by MINDEN HOTEL LLC, a Nevada limited liability company ("**Borrower**"), as Trustor, and Stewart Title Guaranty Company, as Trustee, on behalf of WELLS FARGO BANK, NATIONAL ASSOCIATION ("**Lender**"), as Beneficiary ("**Deed of Trust**") and recorded on November 17, 2008 as Document No. 733212, Book 1108, Page 3224, in the Office of the County Recorder of Douglas County, Nevada, and/or (b) amendment of certain obligations secured by the Deed of Trust. This instrument is a memorandum of the A&R Loan Agreement, and the same is incorporated herein by this reference with the same effect and as though set forth herein in its entirety. Without limiting the foregoing, all references in the Deed of Trust to the "Loan Agreement" are hereby amended to refer to the A&R Loan Agreement, which amends and restates in its entirety the Building Loan Agreement, dated as of November 12, 2008 (the "**Original Loan Agreement**") between Borrower and Lender, and all references in the Deed of Trust to the "Note" are hereby amended to refer to the Amended and Restated Promissory Note Secured by Deed of Trust of even date herewith (the "**A&R Note**"), which amends and restates in its entirety the Promissory Note Secured by Deed of Trust, dated November 12, 2008 (the "**Original Note**"), by Borrower and payable to the order of Lender in the original principal amount of \$6,685,000 with interest thereon. Pursuant to the A&R Note, the principal amount of the loan evidenced thereby has been reduced to \$5,000,000 with interest thereon. The A&R Loan Agreement, the Original Loan Agreement, the A&R Note and the Original Note evidence and relate to the same loan, which constitutes a single ongoing obligation of Borrower and the A&R Loan Agreement and the A&R Note do not discharge or release the loan evidenced by the Original Loan Agreement and the Original Note.

All exhibits, schedules and other items attached hereto are incorporated herein by such attachment for all purposes.

[SIGNATURE PAGE FOLLOWS]



Loan No. 1000427

Dated as of: January ~~31~~, 2011.

“LENDER”

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By: 

Name: Susan A. Klein
Title: Vice President

“BORROWER”

MINDEN HOTEL LLC, a Nevada limited liability
company

By: 

Name: Jaswinder Singh
Title: Manager



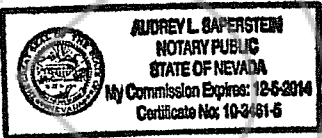
Loan No. 1000427

STATE OF Nevada)
) ss:
COUNTY OF Washoe)

The foregoing instrument was acknowledged before me this 1st day of February, 2011, by SUSAN A. KLEIN, the Vice President of WELLS FARGO BANK, NATIONAL ASSOCIATION, a _____, on behalf of the _____.

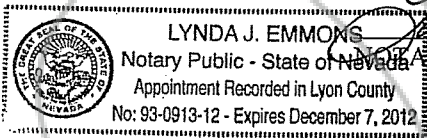
Audrey L. Baperstein
NOTARY PUBLIC

My Commission Expires:
Dec. 16, 2014



STATE OF NEVADA)
) ss:
COUNTY OF CARSON CITY)

The foregoing instrument was acknowledged before me this 31st day of JANUARY, 2011, by JASWINDER SINGH, the Manager of MINDEN HOTEL LLC, a Nevada limited liability company, on behalf of the limited liability company.



Lynda J. Emmons
NOTARY PUBLIC

My Commission Expires:
12-7-2012



LEGAL DESCRIPTION

The land referred to herein is situated in the State of Nevada, County of Douglas, described as follows:

All that real property situated in the County of Douglas, State of Nevada, described as follows:
PARCEL 1:

A parcel of land located within a portion of Section 30, Township 13 North, Range 20 East, Mount Diablo Meridian, more particularly described as follows:

BEGINNING at a point on the easterly line of Tract 'E' as shown on the Record of Survey to Accompany a Lot Line Adjustment for Minden Properties, Inc. filed for record May 17, 1991 in the office of Recorder, Douglas County, Nevada as Document No. 250947, a found 5/8" rebar with plastic cap PLS 1586;

Thence along said easterly line of Tract 'E', North 64°42'46" West, 14.18 feet;
Thence continuing along said easterly line, South 00°22'11" West, 134.60 feet;
Thence North 63°56'19" West, 40.98 feet;
Thence North 26°03'41" East, 39.50 feet;
Thence North 63°56'19" West, 119.80 feet;
Thence North 89°37'49" West, 29.56 feet;
Thence North 00°22'29" East, 101.50 feet;
Thence North 89°37'49" West, 45.50 feet;
Thence North 00°22'11" East, 123.00 feet;
Thence North 89°37'49" West, 19.50 feet;
Thence North 00°22'11" East, 18.50 feet;
Thence North 89°37'49" West, 48.50 feet
Thence North 00°22'11" East, 43.00 feet;
Thence South 89°37'49" East, 49.50 feet;
Thence North 00°22'11" East, 39.50 feet;
Thence South 89°37'49" East, 63.50 feet;
Thence North 00°22'11" East, 9.00 feet;
Thence South 89°37'49" East, 20.00 feet;
Thence North 00°22'11" East, 12.00 feet;
Thence South 89°37'49" East, 25.00 feet;
Thence North 00°22'11" East, 55.99 feet;
Thence South 64°35'34" East, 96.85 feet;
Thence North 25°59'43" East, 2.47 feet to a point on the southerly line of Tract 'B-1' as shown on the Parcel Map for Raymond D. May filed for record December 23, 2004 in said office of Recorder as Document No. 632788;
Thence along said southerly line, South 64°00'17" East, 183.43 feet to the southeasterly corner of said Tract 'B-1';
Thence along the easterly line of Tract 'B-2' as shown on said Parcel Map and the easterly line of said Tract 'E', South 26°35'00" West, 291.00 feet to the POINT OF BEGINNING.



The Basis of Bearing of this description is South 26°35'00" West, the east line of Tracts 'B-1' and 'B-2' as shown on the Parcel Map for Raymond D. May filed for record December 23, 2004 in said office of Recorder as Document No. 632788.

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Said land further described as Parcel 2 on Record of Survey to Support a Boundary Line Adjustment for Minden Gateway Center, LLC, filed for record with the Douglas County Recorder on May 8, 2008 as Document No. 722798, Official Records, Douglas County, Nevada.

PARCEL 2:

A non-exclusive easement for pedestrian and vehicular ingress, egress, parking and incidental purposes as created by that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions and Grant of Easements recorded May 8, 2008, in Book 0508, Page 1566 as Instrument No. 722796 Official Records, Douglas County, Nevada.

PARCEL 3

An easement for roadway purposes as set forth in that certain Individual Grant Deed recorded May 17, 1991 in Book 0591, Page 2634 as Document No. 250954, Official records of Douglas County, Nevada.

"In Compliance with Nevada Revised Statute 111.312, the herein above legal description was taken from instrument recorded May 8, 2008, Book 0508, Page 1730, as file No. 722804, recorded in the official records of Douglas, State of Nevada."