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DOC # 0781751
04/18/2011 03:21 PM Deputy: D'
OFFICIAL RECORD
Requested By:
CONVENIENT CLSOING SERVICES

ASSESSORS PARCEL # 1418-15-702-001

AFTER RECORDING RETURN TO:

Ravina Vibart-Jadubans
DB Private Wealth Mortgage Ltd.
345 Park Avenue, NYC20-1412
New York, New York 10154

Douglas County - NV Karen Ellison - Recorder

Page: 1 Of 12 Fee: 25.00 BK-0411 PG-3366 RPTT: 0.00



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LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 11th day of February, 2011, between GAIL A. JAQUISH AND STEVEN C. KENNINGER, AS CO-TRUSTEES OF THE GAIL A. JAQUISH LIVING TRUST DATED JANUARY 1, 2000, AMENDED AND RESTATED ON AUGUST 2002, with address 13. an 1823 U.S. HWY 50, OLENBROOK, NV and **DB PRIVATE** ("Borrower") MORTGAGE LTD. ("Lender") with an address at 280 Park Avenue, New York, New York 10017, amends and supplements (1) the Deed of Trust and any applicable Riders (the "Security Instrument") dated July 1, 2008 and recorded July 1, 2008 as Document No. 726126, Book 708, Page 173, in the Official Records of the Douglas County Recorder's Office and (2) the Home Equity Credit Line Note and Loan Agreement (the "Note") bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at

1823 U.S. Highway 50, Glenbrook, Nevada 89413 (Property Address)

the real property described being set forth in Schedule A attached hereto and made a part hereof.

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. The Note and Security Instrument are modified as follows:

"Notwithstanding anything in the contrary in the Note or Security Instrument, the aggregate principal amount of the Note shall not exceed \$1,975,000.00. Accordingly, the definition of "Commitment" in the Note shall mean an aggregate principal amount not to exceed \$1,975,000.00."

2. Borrower understands and agrees that

- (a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.
- (b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.
- (c) Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument.
- (d) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
- (e) Borrower agrees to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.

IN WITNESS WHEREOF, Borrower and Lender have caused this Modification Agreement to be duly executed as of the date first above written.

GAIL A. JAQUISH LIVING TRUST DATED JANUARY 1, 2000, AS AMENDED AND RESTATED ON AUGUST 13, 2002,

By:

GAJL A. JAQUISH, Co-Trustee

Rv.

STEVEN C. KENNINGER, Co-Trustee

STATE OF Newada:

SS:

COUNTY OF Douglas

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.

(AFFIX SEAL)

Notary Public

EMM-JaquishTrust Loan Modification Agreement (HELOC) 2 4 11

DEBY O'GORMAN Notary Public, State of Nevada Appointment No. 00-63652-5 My Appt. Expires Jul 10, 2012

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STATE OF Newala:

COUNTY OF Douglas

On Oliver, 2011, before me, October, a Notary Public, personally appeared STEVEN C. KENNINGER, CO-TRUSTEE OF THE GAIL A. JAQUISH LIVING TRUST DATED JANUARY 1, 2000, AMENDED AND RESTATED ON AUGUST 13, 2002, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

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.

(AFFIX SEAL)

DEBY O'GORMAN Notary Public, State of Nevada Appointment No. 00-63652-5 My Appt. Expires Jul 10, 2012 Notary Public

3370

DB PRIVATE WEALTH MORTGAGE LTD.

By:

Name: Candice Sturge

Title: Vice President.

By:

Name: Doug McDonald

Title: Managing Director

Priscilla Newbury Managing Directo:

STATE OF NEW YORK

SS:

COUNTY OF NEW YORK:

day of CNGN 2011, before me, the undersigned personally appeared Candice Sturgis, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

Christopher Y. Yeung, Notary Public State of New York, ID No. 01YE6128503 Qualified in New York County Certificate Filed in Westchester Count Commision Expires June 13, 20

STATE OF NEW YORK

Musin J

SS:

COUNTY OF NEW YORK:

2011, before me, the undersigned personally appeared Doug McDonald, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Christopher Y. Yeung, Notary Public State of New York, ID No. 01YE6128503 Qualified in New York County

Certificate Filed in Westchester Cou Commision Expires June 13, 20

SCHEDULE A

LEGAL DESCRIPTION

ALL THAT REAL PROPERTY SITUATE IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, DESCRIBED AS FOLLOWS:

THE NORTH HALF OF LOT 3, IN SECTION 15, TOWNSHIP 14 NORTH, RANGE 18 EAST, M.D.B. & M. EXCEPTING THEREFROM THAT PARCEL OF LAND AS SET FORTH, IN DEED DATED AUGUST 3, 1964, FROM MARGARET C. HAWKINS FORMERLY MARGARET CULBERTSON SCRIPPS, TO LAKE TAHOE FIRE PROTECTION DISTRICT, OF THE STATE OF NEVADA, RECORDED AUGUST 5, 1964, RECORDS OF DOUGLAS COUNTY, NEVADA IN BOOK 25, PAGE 527 OF, OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM ANY PORTION OF THE ABOVE DESCRIBED PARCEL LYING WESTERLY OF THE EASTERLY LINE OF U. S. HIGHWAY 50. ALSO EXCEPTING THEREFROM THAT PORTION THEREOF AS CONVEYED TO THE STATE OF NEVADA FOR HIGHWAY PURPOSES, (U.S. HIGHWAY 50) IN VARIOUS DEED OF RECORD.

NOTE (NRS 111.312): THE ABOVE METES AND BOUNDS DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN GRANT, BARGAIN AND SALE DEED, RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA ON MAY 1, 2000, IN BOOK 0500, PAGE 0365, AS DOCUMENT NO. 621099 OF OFFICIAL RECORDS. TOGETHER WITH, A FIFTEEN FOOT, WIDE STRIP OF LAND LOCATED IN THE W 1/2 W 1/2 NE 1/4 SE 1/4, SECTION 15, T.14 N., R 18E., M. D. B & M., DOUGLAS COUNTY, NEVADA, BOUNDED ON THE NORTH BY THE NORTHERLY LINE OF THE W1/2 NE1/4 SE ½ OF SAID SECTION 15, AND BOUNDED ON THE SOUTH WEST BY THE EASTERLY ROW OF HWY 50, WHERE THE CENTER LINE OF THE STRIP IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST 1/16 CORNER ON THE EAST WEST CENTER LINE OF SECTION 15, T.14 N., R.18E., M.D.B & M., THENCE S 88 DEGREES 40 MINUTES 16 SECONDS E FOR A DISTANCE OF 7.50 FEET TO A POINT BEING THE TRUE POINT OF BEGINNING OF THE CENTER LINE BEING DESCRIBED; THENCE S 00 DEGREES 12 MINUTES 56 SECONDS E FOR A DISTANCE OF 18.83 FEET TO A POINT,

Page 1 of 5

THENCE S 17 DEGREES 45 MINUTES 23 SECONDS E FOR A DISTANCE OF 72.07 FEET TO A POINT,

THENCE S 41 DEGREES 28 MINUTES 29 SECONDS E FOR A DISTANCE OF 69.77 FEET TO A POINT,

THENCE S 30 DEGREES 58 MINUTES 29 SECONDS E FOR A DISTANCE OF 128.55 FEET TO A POINT,

THENCE S 19 DEGREES 14 MINUTES 57 SECONDS W FOR A DISTANCE OF 143.47 FEET TO A POINT,

THENCE S 26 DEGREES 57 MINUTES 13 SECONDS W FOR A DISTANCE OF 58.97 FEET TO A POINT,

THENCE S 02 DEGREES 55 MINUTES 13 SECONDS E FOR A DISTANCE OF 72.04 FEET TO A POINT,

THENCE S 31 DEGREES 38 MINUTES 20 SECONDS E FOR A DISTANCE OF 125.03 FEET TO A POINT,

THENCE S 12 DEGREES 58 MINUTES 00 SECONDS E FOR A DISTANCE OF 184.48 FEET TO A POINT,

THENCE S 24 DEGREES 36 MINUTES 29 SECONDS W FOR A DISTANCE OF 191.73 FEET TO A POINT, THENCE S 34 DEGREES 48 MINUTES 53 SECONDS W FOR A DISTANCE OF 87.41 FEET TO A POINT,

THENCE S 58 DEGREES 10 MINUTES 21 SECONDS W FOR A DISTANCE OF 46.75 FEET TO A POINT BEING THE END POINT OF THE CENTER LINE BEING DESCRIBED ALSO BEING A POINT ON THE EASTERLY ROW OF HWY 50, WHERE SAID END POINT BEARS N 07 DEGREES 30 MINUTES 37 SECONDS W ALONG THE EASTERLY LINE OF THE HWY 50 ROW A DISTANCE OF 67.01 FEET FROM A HWY ROW MONUMENT. NOTE (NRS 111.312): THE ABOVE METES AND BOUNDS DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN GRANT OF INGRESS/EGRESS, SNOW STORAGE AND UTILITY EASEMENT AND USE AND MAINTENANCE AGREEMENT, RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA ON MAY 1, 2000, IN BOOK 0500, PAGE 0340, AS DOCUMENT NO. 0491097, OF OFFICIAL RECORDS.

Page 2 of 5

AND TOGETHER WITH DESCRIPTION OF A 15 FEET WIDE INGRESS, EGRESS AND UTILITY EASEMENT ACROSS ASSESSOR'S PARCEL NO. 01-010-07 FOR THE BENEFIT OF A.P.N. 1-110-04 TOGETHER WITH A 7.5 FEET WIDE SNOW STORAGE EASEMENT AND 7.5 FEET SNOW STORAGE AND UTILITY EASEMENT BEING A PORTION OF THE W. 1/2 W. 1/2 N.E. 1/4 S.E. ¼ SECTION 15, T.14N., R.18E., M.D.B. & M., DOUGLAS COUNTY, NEVADA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A LARGE SPIKE, BEING THE TRUE 1/16 CORNER AS SHOWN ON THE UNRECORDED SURVEY BY CLD SURVEYING, DATED OCTOBER 1997; SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE S 88 DEGREES 40 MINUTES 16 SECONDS E, 15.01 FEET; THENCE S 00 DEGREES 12 MINUTES 56 SECONDS E, 59.76 FEET; THENCE S 41 DEGREES 28 MINUTES 29 SECONDS E, 100.57 FEET; THENCE S 30 DEGREES 58 MINUTES 29 SECONDS E, 132.75 FEET; THENCE S 19 DEGREES 14 MINUTES 57 SECONDS W, 147.49 FEET; THENCE S 26 DEGREES 57 MINUTES 13 SECONDS W, 57.47 FEET; THENCE S 02 DEGREES 55 MINUTES 13 SECONDS E, 68.12 FEET; THENCE S 31 DEGREES 38 MINUTES 20 SECONDS E, 124.34 FEET; THENCE S 12 DEGREES 58 MINUTES 00 SECONDS E, 188.27 FEET; THENCE S 24 DEGREES 37 MINUTES 54 SECONDS W, 195.16 FEET; THENCE S 34 DEGREES 48 MINUTES 53 SECONDS W, 88.96 FEET; THENCE S 58 DEGREES 10 MINUTES 21 SECONDS W, 51.69 FEET MORE, OR LESS TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 50; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 50 N 07 DEGREES 30 MINUTES 37 SECONDS W, 16.46 FEET; THENCE LEAVING SAID EASTERLY RIGHT OF WAY LINE N 58 DEGREES 10 MINUTES 21 SECONDS E, 41.81 FEET; THENCE N 34 DEGREES 48 MINUTES 53 SECONDS E, 84.74 FEET; THENCE N 24 DEGREES 37 MINUTES 54 SECONDS E, 188.94 FEET; THENCE N 12 DEGREES 58 MINUTES 00 SECONDS W, 180.69 FEET; THENCE N 31 DEGREES 38 MINUTES 20 SECONDS W, 125.75 FEET; THENCE N 02 DEGREES 55 MINUTES 13 SECONDS W, 75.96 FEET; THENCE N 26 DEGREES 57 MINUTES 13 SECONDS E, 60.46 FEET, THENCE N 19 DEGREES 14 MINUTES 57 SECONDS E, 139.45 FEET; THENCE N 30 DEGREES 58 MINUTES 29 SECONDS W, 124.34 FEET; THENCE N 41 DEGREES 28 MINUTES 29 SECONDS W, 104.79 FEET; THENCE N 00 DEGREES 14 MINUTES 31 SECONDS W, 65.85 FEET TO THE TRUE POINT OF BEGINNING.

INCLUDING A 7.5 FEET SNOW STORAGE EASEMENT ALONG THE WESTERLY EDGE OF THE ABOVE DESCRIBED EASEMENT AND A 7.5 FEET SNOW STORAGE AND UTILITY EASEMENT ALONG THE EASTERLY EDGE OF THE ABOVE DESCRIBED EASEMENT.

NOTE (NRS 111.32): THE ABOVE METES AND BOUNDS DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN GRANT OF INGRESS/EGRESS, SNOW STORAGE AND UTILITY EASEMENT USE MAINTENANCE AGREEMENT, RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA ON MAY 1, 2000, IN BOOK 0500, PAGE 0353, AS DOCUMENT NO. 0491097, OF OFFICIAL RECORDS. AND TOGETHER WITH DESCRIPTION OF A 10 FOOT WIDE UTILITY EASEMENT ACROSS A.P.N. 01-010-07 FOR THE BENEFIT OF A.P.N. 1-110-04 BEING A PORTION THE W. 1/2 N.E. ½ S.E. ½ SECTION 15, T.14N., R.18E., M.D.B.&M., DOUGLAS COUNTY, NEVADA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A LARGE SPIKE BEING THE TRUE 1/16 CORNER AS SHOWN ON THE UNRECORDED SURVEY BY CLD SURVEYING, DATED OCTOBER 1997; THENCE ALONG THE WEST LINE OF W. 1/2 W 1/2 N.E. 1/4 S.E. 1/4 OF SECTION 15.T.14N., 18E. M.D.B.&M. S 00 DEGREES 14 MINUTES 31 SECONDS E, 642.26 FEET TO THE TRUE POINT OF BEGINNING:

THENCE N 72 DEGREES 27 MINUTES 50 SECONDS E, 139.65 FEET MORE, OR LESS TO A POINT ON THE EASTERLY EDGE OF THE 15 FOOT WIDE INGRESS, EGRESS, AND UTILITY EASEMENT; THENCE S 31 DEGREES 38 MINUTES 20 SECONDS E, 10.31 FEET TO A POINT ON THE NORTHERLY EDGE OF THE GLENBROOK POST OFFICE LEASED PROPERTY; THENCE S 72 DEGREES 27 MINUTES 50 SECONDS W, 145.28 FEET MORE, OR LESS TO A POINT ON THE WEST LINE OF THE W 1/2 W. 1/2 N.E. 1/4 S.E. 1/4 OF SECTION 15; THENCE ALONG SAID WEST LINE N 00 DEGREES 14 MINUTES 31 SECONDS E, 10.47 FEET TO THE TRUE POINT OF BEGINNING.

NOTE (NRS 111.32): THE ABOVE METES AND BOUNDS DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN GRANT OF INGRESS/EGRESS, SNOW STORAGE AND UTILITY EASEMENT AND USE AND MAINTENANCE AGREEMENT, RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA ON MAY 1, 2000, IN BOOK 0500, PAGE 0354, AS DOCUMENT NO. 0491097, OF OFFICIAL RECORDS. AND TOGETHER WITH

Page 4 of 5

DESCRIPTION OF A 15 FOOT WIDE UTILITY EASEMENT ACROSS ASSESSOR'S PARCEL NO. S 01-110-07 FOR THE BENEFIT OF ASSESSOR'S PARCEL NO.1-010 04, BEING A PORTION OF THE S.E. 1/4 SECTION 15, T.14N., R.18E., M.D.B.&M., DOUGLAS COUNTY, NEVADA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A LARGE SPIKE, BEING THE TRUE 1/16 CORNER AS SHOWN ON THE UNRECORDED SURVEY BY CLD SURVEYING, DATED OCTOBER 1997; THENCE ALONG THE WEST LINE OF THE W. 1/2 W. 1/2 N.E. 1/4 S.E. 1/4 OF SECTION 15, T. 14N., R.18E., M.D.B. AND M. S 00 DEGREES 14 MINUTES 31 SECONDS E, 863.46 FEET TO THE TRUE POINT OF BEGINNING; THENCE N 78 DEGREES 22 55 MINUTES E. 58.62 FEET; THENCE S 85 DEGREES 21 MINUTES 09 SECONDS E, 97.06 FEET MORE, OR LESS TO A POINT ON THE EASTERLY EDGE OF A 15 FOOT WIDE INGRESS, EGRESS AND UTILITY EASEMENT; THENCE S 31 DEGREES 38 MINUTES 20 SECONDS E, 10.31 FEET TO A POINT ON THE NORTHERLY EDGE OF THE GLENBROOK POST OFFICE LEASED PROPERTY; THENCE S 72 DEGREES 27 MINUTES 50 SECONDS W, 145.28 FEET MORE, OR LESS TO A POINT ON THE WEST LINE OF W. 1/2 W.1/2 N.E. 1/4 S.E. 1/4 OF SECTION 15; THENCE ALONG SAID WEST LINE N 00 DEGREES 14 MINUTES 31 SECONDS E, 10.47 FEET TO THE TRUE POINT OF BEGINNING.

NOTE (NRS 111.312): THE ABOVE METES AND BOUNDS DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN GRANT OF INGRESS/EGRESS, SNOW STORAGE AND UTILITY EASEMENT AND USE AND MAINTENANCE AGREEMENT, RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA ON MAY 1, 2000, IN BOOK 0500, PAGE 0355, AS DOCUMENT NO. 0491094, OF OFFICIAL RECORDS.

SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENTS, COVENANTS, OIL, GAS OR MINERAL RIGHTS OF RECORD, IF ANY.

Purported Address: 1823 US Highway 50, GLENBROOK NV 89413

FOR INFORMATION ONLY:

Property Address: 1823 US Highway 50, GLENBROOK, NV 89413

Page 5 of 5

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TRUSTEE'S CERTIFICATE

TO: **DB PRIVATE WEALTH MORTGAGE LTD.** ("Lender")

GAIL A. JAQUISH and STEVEN C. KENNINGER hereby certify and declare to Lender, under penalty of perjury, as follows:

- We have been duly appointed as the Trustees (the "Trustees") of the GAIL A. JAQUISH LIVING TRUST DATED JANUARY 1, 2000, AMENDED AND RESTATED ON AUGUST 13, 2002 (the "Trust"), and we have accepted our appointment and are duly acting as the Trustees of the Trust.
- 2. As Trustees, we are empowered on behalf of the Trust (i) to execute, on such terms and conditions as we deem reasonable and appropriate, (A) a certain Loan Modification Agreement, dated as of February 11, 2011, by and between Trust and Lender, in connection with a certain \$1,000,000.00 mortgage loan to the Trust and (B) a certain Loan Modification Agreement, dated as of February 11, 2011, by and between Trust and Lender, in connection with a certain \$2,525,000.00 loan (which has been reduced to \$1,975,000.00) to the Trust (collectively, the "Loan"), and (ii) to consent to the execution by the Trust of any documents required by Lender in connection with the Loan.
- The Trust has not been revoked and the trust agreement has not been amended or altered in any way, nor have there been any changes so as to make any representations contained in this Certificate incorrect.

The certifications set forth herein shall remain in full force and effect until written notice of their revocation shall have been delivered to and received by Lender. Any such notice shall not affect any of the Trust's agreements or commitments in effect at the time notice is given.

> GAIL A. JAQUISH, Trustee, Gail A. Jaquish Living Trust dated January 1, 2000, amentied and restated on August 13, 2002

> STEVEN C. KENNINGER/Trustee, Gail A. Jaquish Living Trust dated January 1, 2000, amended and restated on August 13, 2002

BK- 0411 PG- 3377

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STATE OF NEVADA

SS:

COUNTY OF DOUGLAS

On On All A. JAQUISH, CO-TRUSTEE OF THE GAIL A. JAQUISH LIVING TRUST DATED JANUARY 1, 2000, AMENDED AND RESTATED ON AUGUST 13, 2002, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

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.

DEBY O'GORMAN
Notary Public, State of Nevada
Appointment No. 00-83852-5
My Appt. Expires Jul 10, 2012

(AFFIX SEAL)

STATE OF NEVADA :

SS:

COUNTY OF DOUGLAS :

Votary Public

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.

DEBY O'GORMAN Notary Public, State of Nevada Appointment No. 00-63652-5

My Appt. Expires Jul 10, 2012

(AFFIX SEAL)

Notary Public