

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

Wells Fargo Bank, National Association
Middle Market Real Estate
✓ 5340 Kietzke Lane, 2nd Floor
Reno, Nevada 89511

Attn: Patricia Alexander
Loan No. 1000427

1320-30-701-019

Douglas County - NV
Karen Ellison - Recorder

Page: 1 Of 9 Fee: 22.00
BK-0511 PG- 5127 RPTT: 0.00



**MODIFICATION AGREEMENT
(Secured Swap Contract)**

THIS MODIFICATION AGREEMENT ("**Modification Agreement**") is executed to be effective as of March 17, 2011 by and between WELLS FARGO BANK, NATIONAL ASSOCIATION ("**Lender**"), and MINDEN HOTEL, LLC, A NEVADA LIMITED LIABILITY COMPANY ("**Borrower**").

- A. Pursuant to the terms of that certain Amended and Restated Loan Agreement ("**Loan Agreement**") between Borrower and Lender, dated January 31, 2011, Lender made a loan to Borrower in the principal amount of FIVE MILLION AND NO/100THS DOLLARS (\$5,000,000.00) ("**Loan**"). The Loan is evidenced and secured by that certain Amended and Restated Promissory Note Secured By Deed of Trust and by certain other documents described in the Loan Agreement as loan documents (the "**Loan Documents**"), including, without limitation, that certain Construction Deed of Trust With Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing dated November 12, 2008, executed by Borrower, as Trustor, in favor of Lender, as Beneficiary, recorded on November 17, 2008 as Document No. 733212, Book 1108, Page 3224 in the Office of the County Recorder of Douglas County, Nevada, as amended by that certain Memorandum of Modification Agreement Amending Deed of Trust, recorded on February 3, 2011 as Document No. 778113, Book 211, Page 8333224 in the Office of the County Recorder of Douglas County, Nevada ("**Deed of Trust**"). The real property which is the subject of the Deed of Trust is hereafter defined as the "**Property**".
- B. Since the date of the Loan, Borrower and Lender entered into a separate interest rate swap transaction with a trade date of February 1, 2011 and identified as Trade Number 8067232, (such transaction, together with all documents and agreements relating thereto, including any ISDA Master Agreement, Schedule and/or Confirmation, together with all modifications, extensions, renewals and replacements thereof, is hereinafter referred to as the "**Swap Contract**").
- C. Borrower's obligations to Lender under the Swap Contract are to be secured by the Deed of Trust. Lender's obligations to pay money to Borrower under the Swap Contract, if any, are to be assigned to Lender as additional collateral for the Loan.

NOW, THEREFORE, Borrower and Lender agree as follows:

1. **REPRESENTATIONS AND WARRANTIES.** Borrower represents and warrants, as of the effective date above, that:

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- 1.1 **Title To The Property.** Since the recordation date of the Deed of Trust (stated above), Borrower has not further encumbered the Property, including, without limitation, by entering into any deed to secure debt or mortgage, ground lease, and/or any option to purchase or right of first refusal with respect to the Property.
- 1.2 **No Default.** No Default (as defined in the Deed of Trust), breach or failure of condition has occurred, or would exist with notice or the lapse of time or both, under the (Deed of Trust) (or under any of the other Loan Documents) and all representations and warranties herein and in the Loan Documents are true and correct.
2. **MODIFICATION OF DEED OF TRUST.** The Deed of Trust (and the other Loan Documents) are hereby supplemented and modified to incorporate the following terms, which shall supersede and prevail over any conflicting provisions:
 - 2.1 **Secured Obligations.** The Secured Obligations (as defined in the Deed of Trust) are hereby amended to include, in addition to all existing Secured Obligations, the payment to Lender of all liability, whether liquidated or unliquidated, defined, contingent, conditional or of any other nature whatsoever, and performance of all obligations, arising under any swap, derivative, foreign exchange or hedge transaction or arrangement (or other similar transaction or arrangement howsoever described or defined) at any time entered into between Borrower and Lender in connection with the Loan, including but not limited to, any such transaction or arrangement entered into between Borrower and Lender pursuant to the Swap Contract.
 - 2.2 **Cross-Default.** The existence of any default by Borrower under any swap, derivative, foreign exchange or hedge transaction or arrangement (or other similar transaction or arrangement howsoever described or defined) at any time entered into between Borrower and Lender in connection with the Loan, including, without limitation, the Swap Contract, shall be a Default (as defined in the Deed of Trust) under the Deed of Trust and any Default by Borrower under the Deed of Trust (or under any of the other Loan Documents) shall be a Default under the Swap Contract. Any breach of any representation or condition contained in this Modification Agreement shall be a Default under the Deed of Trust and a default under the Swap Contract.
 - 2.3 **Security Interest.** Without limiting the generality of Section 4.1 of the Deed of Trust, and in order to further secure payment and performance of all of the Secured Obligations, Borrower grants and assigns to Lender a security interest in all of Borrower's right, title and interest, now or hereafter acquired, to the payment of money from Lender to Borrower under the Swap Contract, together with all replacements and proceeds of, and additions and accessions to, any of the foregoing.
 - 2.4 **Documents.** Upon receipt from Lender, Borrower shall execute promptly all documents evidencing the Swap Contract, including, without limitation, the ISDA Master Agreement, the Schedule to the ISDA Master Agreement and the ISDA Confirmation.
3. **NON-IMPAIRMENT.** Except as expressly provided herein, nothing in this Modification Agreement shall alter or affect any provision, condition, or covenant contained in the Deed of Trust (or in any other Loan Document) or affect or impair any rights, powers, or remedies of Lender.

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- 4. **MISCELLANEOUS.** This Modification Agreement shall be governed by and interpreted in accordance with the laws of the State of Nevada, except if preempted by federal law. Time is of the essence of each term hereof.
- 5. **COUNTERPARTS.** This Modification Agreement may be executed in several counterparts by the parties with the same effect as if the parties executing the several counterparts had all executed one counterpart.
- 6. **INTEGRATION; INTERPRETATION.** This Modification Agreement contains or expressly incorporates by reference the entire agreement of the parties with respect to the matters contemplated herein and supersedes all prior negotiations or agreements, written or oral, and shall not be modified except by written instrument executed by all parties.

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

"LENDER"

WELLS FARGO BANK,
NATIONAL ASSOCIATION

By: [Signature]
Name: Susan A. Klein
Its: Senior Vice President

"BORROWER"

MINDEN HOTEL, LLC,
a Nevada limited liability
company

By: [Signature]
Name: Jaswinder Singh
Its: Manager

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

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GUARANTOR'S CONSENT

The undersigned (individually and collectively, "Guarantor") consents to the foregoing Modification Agreement dated March 17, 2011 and the transactions contemplated thereby and reaffirms its obligations under that certain Repayment Guaranty (Secured Loan) ("Guaranty") dated January 31, 2011. Guarantor further reaffirms that its obligations under the Guaranty are separate and distinct from Borrower's obligations.

Dated as of: March __, 2011

"GUARANTOR"

Malkiat S. Dhami
MALKIAT S. DHAMI
Jaswinder Singh
JASWINDER SINGH

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

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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 Statue 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."



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HAZARDOUS MATERIALS INDEMNITOR'S CONSENT

The undersigned (individually and collectively, "Indemnitor") consents to the foregoing Modification Agreement dated March 17, 2011 and the transactions contemplated thereby and reaffirms its obligations under that certain Amended and Restated Hazardous Materials Indemnity Agreement (Unsecured) ("Indemnity") dated January 31, 2011, and its waivers, as set forth in the Indemnity, of each and every one of the possible defenses to such obligations. Indemnitor further reaffirms that its obligations under the Indemnity are separate and distinct from Borrower's obligations.

Dated as of: March __, 2011

"INDEMNITOR"

Malkiat S. Dhami
MALKIAT S. DHAMI

Jaswinder Singh
JASWINDER SINGH

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

STATE OF NEVADA

COUNTY OF CARSON CITY

ss.

This instrument was acknowledged before me on MAY 16, 2011, by MALKIAT DHAMI & JASWINDER SINGH as GUARANTORS/INDEMNITORS of MINDEN HOTEL LLL a LIMITED LIABILITY Co.

Signature Lynda J. Emmons
Notary Public for Nevada

My commission expires 12-7-2012



DOCUMENT NAME: Modification Agreement (Secured Swap Contract) effective as of March 17, 2011 by and by and between WELLS FARGO BANK, NATIONAL ASSOCIATION and MINDEN HOTEL, LLC, A NEVADA LIMITED LIABILITY COMPANY

STATE OF NEVADA

COUNTY OF Washoe

ss.

This instrument was acknowledged before me on May 17, 2011, by Susan A. Klein as Senior Vice President of Wells Fargo Bank N.A. a Financial Institution.

Signature Audrey L. Saperstein
Notary Public for Nevada

My commission expires Dec 5, 2014

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