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1418-27-210-001  
1418-00-002-004

DOC # 795906  
01/17/2012 12:04PM Deputy: PK  
**OFFICIAL RECORD**  
Requested By:  
Stewart Title - Carson  
Douglas County - NV  
Karen Ellison - Recorder  
Page: 1 of 5 Fee: \$18.00  
BK-112 PG-2769 RPTT: 0.00



**WHEN RECORDED MAIL TO:Ⓢ**

Dynamic Finance Corporation  
853 East Valley Boulevard, Suite 200  
San Gabriel, California 91776  
Attn: Kitty Lew  
1043541DR

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)

**FOURTH AMENDMENT TO  
DEED OF TRUST WITH ASSIGNMENT OF RENTS**

THIS FOURTH AMENDMENT TO DEED OF TRUST WITH ASSIGNMENT OF RENTS ("Fourth Amendment to Deed of Trust"), is made as of this 10<sup>th</sup> day of January, 2012, by Essam Khashoggi, Trustee of the ELK Trust (u/d/t 12/23/86), as trustor and assignor ("Trustor"), and Stewart Title of Nevada Holdings, Inc., a Nevada corporation, as successor trustee ("Trustee"), for the benefit of Dynamic Finance Corporation, a California corporation, as beneficiary ("Beneficiary"), with reference to the following facts and is as follows.

**RECITALS:**

A. Trustor, as the trustor and assignor, made, executed and delivered that certain Deed of Trust with Assignment of Rents dated November 15, 2003 ("Original Deed of Trust") wherein Trustee is the trustee and Beneficiary, is the beneficiary, which Deed of Trust was recorded on November 17, 2003, in the office of the County Recorder of Douglas County, Nevada, as document no. 596974, official records. The Original Deed of Trust was amended by a First Amendment to Deed of Trust with Assignment of Rents dated October 27, 2008 and recorded on November 18, 2008, as document no. 733236 of said official records, and a Second Amendment to Deed of Trust with Assignment of Rents dated March 12, 2010 and recorded on March 27, 2010 as document no. 762672 of said official records, and a Third Amendment to Deed of Trust with Assignment of Rents dated January 20, 2011 and recorded on January 27, 2011 as document no. 777646 of said official records which amendments together with the Original Deed of Trust are referred to herein as the "Deed of Trust".

FOURTH AMENDMENT TO DEED OF TRUST

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B. Concurrently with the recordation of this Fourth Amendment, Beneficiary has advanced to Trustor an additional principal sum of Four Hundred Twenty Thousand and no/100<sup>th</sup> Dollars (\$420,000.00).

C. Trustor and Beneficiary desire to amend the Deed of Trust as set forth below.

NOW, THEREFORE, the Deed of Trust is amended as follows:

1. Paragraph 2 of the Deed of Trust is hereby amended and restated as follows:

2. Obligations Secured. Trustor makes this Deed of Trust for the purposes of securing:

(a) Payment of all indebtedness and other obligations evidenced by that certain promissory note dated November 15, 2003, as amended by the First Amendment to Promissory Note effective January 7, 2009, as amended and restated by the Second Amended and Restated Promissory Note dated March 12, 2010, as amended and restated by that certain Third Amended and Restated Promissory Note dated January 20, 2011, as amended by the Fourth Amendment to Promissory Note effective as of September 15, 2011, and as amended by the Fifth Amendment to Amended and Restated Promissory Note (which is dated the same date as the Fourth Amendment to Deed of Trust with Assignment of Rents) (collectively the "Note"), made by Trustor payable to the order of Beneficiary in the principal sum of Twelve Million Four Hundred Seventy-Three Thousand and no/100<sup>th</sup> Dollars (\$12,473,000.00), (the "Loan");

(b) Payment and performance of all obligations of Trustor under this Deed of Trust, including payment of all sums expended or advanced by Beneficiary hereunder, together with interest thereon at the Default Rate, in the preservation, enforcement and realization of the rights of Beneficiary hereunder or under any of the other obligations secured hereby, including, but not limited to, attorney's fees, court costs, other litigation expenses, foreclosure expenses and any and all attorneys' fees and costs incurred in any bankruptcy proceeding in which Trustor or any Guarantor is the debtor;

(c) Payment and performance of the obligations of Trustor, or any of them, under that certain Loan Agreement dated November 3, 2003, between Trustor as the Borrower and Beneficiary as the Lender (as amended by a First Amendment to Loan Agreement dated October 27, 2008, a Second Amendment to Loan Agreement dated March 12, 2010, a

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Third Amendment to Loan Agreement dated January 20, 2011, and a Fourth Amendment to Loan Agreement of even date with the Fourth Amendment to Deed of Trust (the "Loan Agreement"), and under all other Loan Documents (defined in the Loan Agreement), executed in connection therewith, except the Environmental Indemnity dated November 15, 2003, as reaffirmed by subsequent Reaffirmations of Environmental Indemnity, in which the Trustor and the Guarantors, Essam Khashoggi and Layla Khashoggi ("Guarantors"), are the indemnitors in favor of Beneficiary;

(d) Payment of all future advances and the payment and performance of all other obligations that the Trustor may agree to pay or perform (whether as principal, surety or guarantor) for the benefit of Beneficiary, when such obligation is evidenced by a writing which states that it is secured by this Deed of Trust;

(e) Payment and performance of all modifications, extensions and renewals (if any) of one or more of the obligations secured hereby, including without limitation (i) modifications of the required principal payment dates or interest payment dates, deferring or accelerating payment dates wholly or partly, and (ii) modifications, extensions or renewals at a different rate of interest whether or not, in the case of a note or other contract, the modification, extension or renewal is evidenced by a new or additional promissory note or other contract; and

(f) Performance of each and every obligation of Trustor as lessor or lessee under any and all leases executed in connection with the Property.

The Note and other obligations now or hereafter secured by the Deed of Trust including, but not limited to, the obligations of Trustor set forth herein, are herein collectively called the "Secured Obligations". All persons who may have or acquire an interest in the Property shall be deemed to have notice of, and shall be bound by, the terms of the Note, this Deed of Trust, and any and all other instruments or documents made or entered into in connection herewith (collectively "Documents" or "Loan Documents") and each of the Secured Obligations.

2. Except as hereby amended, the Deed of Trust shall remain in full force and effect.



IN WITNESS WHEREOF, this Fourth Amendment to Deed of Trust has been duly executed and acknowledged by Trustor as of the day and year first above written.

Trustor:

\_\_\_\_\_  
Essam Khashoggi, Trustee of  
the ELK Trust (u/d/t 12/23/86)

STATE OF \_\_\_\_\_ )  
County of \_\_\_\_\_ )

*See Attached Acknowledgment*

This instrument was acknowledged before me on \_\_\_\_\_, 2012, by  
Essam Khashoggi, as Trustee of the ELK Trust (u/d/t 12/23/86).

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

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**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

State of California

County of Santa Barbara }

On January 10, 2012 before me, Justine Marie Peterson, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Essam Khashoggi  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~they executed the same in his/~~her~~their authorized capacity(ies), and that by his/~~her~~their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) 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.

Signature: [Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: Fourth Amendment to Deed of Trust w/ Assignments

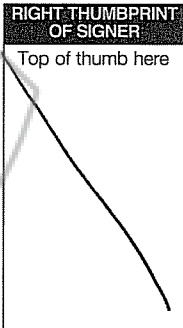
Document Date: January 10, 2012 Number of Pages: 4 of 4

Signer(s) Other Than Named Above: None

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Essam Khashoggi

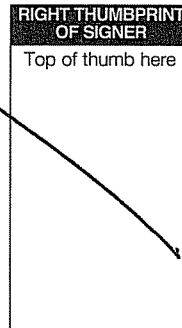
- Corporate Officer — Title(s): \_\_\_\_\_
- Individual
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Corporate Officer — Title(s): \_\_\_\_\_
- Individual
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_