

APN: 1318-27-002-003/
1318-27-002-004
When Recorded Mail To:
ROBERT STEPHEN HARDY
c/o JOAN C. WRIGHT, ESQ.
Allison, MacKenzie, Pavlakis,
Wright & Fagan, Ltd.
402 N. Division Street
P.O. Box 646
Carson City, NV 89702

Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 7 Fee: 20.00
BK-0612 PG- 3228 RPTT: 0.00



The party executing this document hereby affirms that this document submitted for recording does not contain the social security number of any person or persons pursuant to NRS 239B.030

FIRST
AMENDMENT TO
DEED OF TRUST
AND ASSIGNMENT OF RENTS

THIS FIRST AMENDMENT TO DEED OF TRUST AND ASSIGNMENT OF RENTS, made this 13th day of June, 2012, by and between SS MANAGEMENT, LLC, a Nevada limited liability company, "Trustor," to TSI TITLE AND ESCROW, INC., a Nevada corporation, "Trustee," for ROBERT STEPHEN HARDY, as Trustee of THE ROBERT S. HARDY TRUST, "Beneficiary,"

WITNESSETH:

WHEREAS, Trustor executed a Deed of Trust and Assignment of Rents in favor of Beneficiary, dated July 29, 2011 recorded in the office of the Douglas County Recorder on August 2, 2011 as Document #0787370 ("Deed of Trust"); and

WHEREAS, Trustor desires to modify the terms of the said Deed of Trust;

NOW THEREFORE, the Trustor and Beneficiary agree to amend the Deed of Trust as set forth herein with the intention that the Deed of Trust retain its original priority as to all sums now advanced or to be advanced in the future:

1. The said Deed of Trust is amended to reflect that it secures the Amended and Restated Promissory Note entered with simultaneously herewith modifying, among other things, the face amount of the Note to \$3,300,000.00 and the terms of default.

2. Paragraph 3 is amended to read as follows:

3. DEFAULT: Trustor promises and agrees that upon the happening of any one of the following events, the Beneficiary, at its option, may declare all promissory notes, sums and obligations secured hereby immediately due and payable without demand or notice, irrespective of the maturity dates expressed therein, and Beneficiary or Trustee may record a notice of such breach or default and elect to cause said property to be sold to satisfy the indebtedness and obligations secured hereby:

(a) If default be made in the payment when due of any installment of principal or interest, or any obligation in accordance with the terms of any note secured hereby, or in the performance of any of the covenants, promises or agreements contained in this Deed of Trust and Assignment of Rents; or

(b) If default be made in the payment of any installment of principal or interest, or obligation, in accordance with the terms of any note or notes secured by a deed of trust, if any, which are subordinate to or which have priority over this Deed of Trust and Assignment of Rents securing this note, or in the performance of any of the covenants, promises or agreements contained in any such subordinate or prior deed of trust; or

(c) If the Trustor becomes insolvent or makes a general assignment for the benefit of creditors, or consents to or applies for the appointment of a trustee or receiver for the property encumbered hereby, or any part thereof; or

(d) If a trustee or receiver is appointed for said property or any part thereof; or

(e) IN THE EVENT THE REAL PROPERTY, ENCUMBERED BY THIS DEED OF TRUST AND ASSIGNMENT OF RENTS, OR ANY PART THEREOF, OR ANY INTEREST THEREIN, IS SOLD, AGREED TO BE SOLD BY CONTRACT OF SALE OR OTHERWISE CONVEYED OR ALIENATED BY THE TRUSTOR, OR

(f) IF THE TRUSTOR SHALL BE DIVESTED OF TITLE TO THE REAL PROPERTY ENCUMBERED BY THIS DEED OF TRUST AND ASSIGNMENT OF RENTS OR ANY PART THEREOF, IN ANY MANNER OR WAY, WHETHER VOLUNTARILY OR INVOLUNTARILY, OR BY THE OPERATION OF LAW OR OTHERWISE; OR

(g) IN THE EVENT THE REAL PROPERTY SECURING THIS OBLIGATION OR ANY PART THEREOF, OR ANY INTEREST THEREIN IS, IN ANY WAY, ENCUMBERED, MORTGAGED, PLEDGED, OR ASSIGNED AS SECURITY, COLLATERAL, OR OTHERWISE; OR

(h) IN THE EVENT THE MAKER DEFAULTS ON THE NOTE HELD BY BENEFICIARY FROM EAGLE FALLS DOMESTIC NON GRANTOR TRUST AND SS MANAGEMENT, LLC, A NEVADA LIMITED LIABILITY COMPANY, DATED JULY 29, 2011 AS AMENDED AND RESTATED OF EVEN DATE HEREWITH; OR

(i) IN THE EVENT THE REAL PROPERTY SECURITY FOR THE NOTE HELD BY BENEFICIARY FROM EAGLE FALLS DOMESTIC NON GRANTOR TRUST AND SS MANAGEMENT, LLC, A NEVADA LIMITED LIABILITY COMPANY DATED JULY 29, 2011 AS AMENDED OF EVEN DATE HEREWITH IS SOLD, AGREED TO BE SOLD, BY CONTRACT OF SALE OR OTHERWISE CONVEYED OR ALIENATED, WITHOUT PAYMENT IN FULL OF

ALL NOTES SECURED HEREBY, SAID REAL PROPERTY SECURITY IS ENCUMBERED BY THE DEED OF TRUST RECORDED IN DOUGLAS COUNTY, NV ON AUGUST 2, 2011 AS DOCUMENT NO. 0787372; RE-RECORDED ON MARCH 21, 2012 AS DOCUMENT NO. 6799212 AND AMENDED OF EVEN DATE HEREWITH; OR

(j) IN THE EVENT ANY INTEREST IN SS MANAGEMENT, LLC, A NEVADA LIMITED LIABILITY COMPANY IS SOLD, AGREED TO BE SOLD BY CONTRACT OF SALE OR OTHERWISE CONVEYED OR ALIENATED WITHOUT PAYMENT IN FULL OF ALL NOTES SECURED HEREBY.

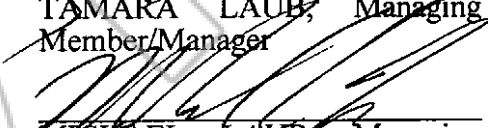
3. The rest and remainder of said Deed of Trust remains unchanged.

IN WITNESS WHEREOF, the Trustor has executed this Deed of Trust and Assignment of Rents the day and year first above written.

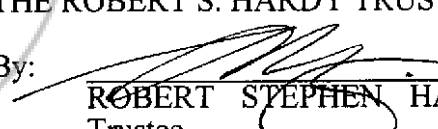
TRUSTOR:

SS MANAGEMENT, LLC, a Nevada limited liability company

By: 
TAMARA LAUB, Managing Member/Manager

By: 
MICHAEL LAUB, Managing Member

BENEFICIARY:

THE ROBERT S. HARDY TRUST
By: 
ROBERT STEPHEN HARDY, Trustee

STATE OF NEVADA)
COUNTY OF Douglas : ss.

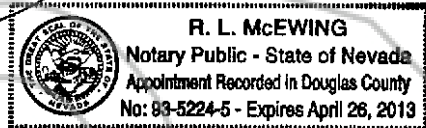
On 6-8-2012, 2012, personally appeared before me, a notary public, TAMARA LAUB, personally known (or proved) to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that she is the Managing Member/Manager of SS MANAGEMENT, LLC, a Nevada limited liability company and who further acknowledged to me that she executed the foregoing on behalf of said limited liability company.



[Signature]
NOTARY PUBLIC

STATE OF NEVADA)
COUNTY OF Douglas : ss.

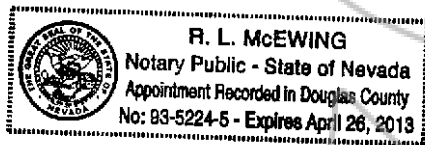
On 6-11-12, 2012, personally appeared before me, a notary public, MICHAEL LAUB, personally known (or proved) to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that he is the Managing Member of SS MANAGEMENT, LLC, a Nevada limited liability company, and who further acknowledged to me that he executed the foregoing on behalf of said limited liability company.



[Signature]
NOTARY PUBLIC

STATE OF Nevada)
COUNTY OF Douglas : ss.

On June 6, 2012, personally appeared before me, a notary public, ROBERT STEPHEN HARDY, personally known (or proved) to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that is the Trustee of THE ROBERT S. HARDY TRUST, and who further acknowledged to me that he executed the foregoing on behalf of said trust.



[Signature]
NOTARY PUBLIC

EXHIBIT "A"
Legal Description

Parcel No. 1

A parcel of land situated in the Southeast ¼ of Section 27, Township 13 North, Range 18 East, M.D.B. & M., Douglas County, State of Nevada described as follows:

Commencing at the intersection of the Easterly right of way line of U.S. Highway 50 as it now exists and the Nevada-California state line as it now exists; from which the state line monument on the South Shore of Lake Tahoe bears North 47°52'13" West a distance of 2827.56 feet, and a GLO Brass Cap at the East quarter corner of Section 27 bears North 68°16'13" East a distance of 1945.13 feet; thence North 28°48'16" East along the Easterly line of U.S. Highway 50, a distance of 827.95 feet to the Southeast corner of the parcel of land described in Deed to Barney's Incorporated, recorded June 7, 1961 in Book 7, Page 117, File No. 18139, Official Records, and the true point of beginning: thence North 28°48'16" East along the Easterly line of U.S. Highway 50, a distance of 49.71 feet to the Northwest corner said Barney's parcel; thence South 61°11'44" East a distance of 150.00 feet to the Northeast corner of said Barney's parcel and an angle point in the Northerly line of Parcel 1 in the Deed from Lake Tahoe Plaza Incorporated to Harrah's Club, recorded October 3, 1961 in Book 8, Page 752, File No. 18850, Official Records: thence South 28°48'16" West a distance of 49.71 feet to the true point of beginning.

The above metes and bounds description was previously described in document recorded January 28, 2008, in Book 108, Page 5374, as Document No. 716864, Official Records of Douglas County, Nevada

Parcel No. 2

Commencing at the intersection of the Easterly right of way line of U.S. Highway 50 as it now exists and the Nevada-California state line as it now exists; thence Northeasterly along the right of way line, North 28°02' East 680.50 feet to the true point of beginning; thence continuing along said right of way line North 28°02' East, 147.45 feet to a point the Southerly line of that certain parcel of land described in the Deed to Barney's Incorporated, recorded June 7, 1961 in Book 7, Page 117, File No. 18139, Official Records; thence along the Southerly and Easterly lines of said parcel as described in the previously mentioned Deed, South 61°58' East, 150.00 feet and North 28°02' East, 49.71 feet to a point on the Northerly line of that certain piece, parcel of land described as Parcel 1 in Deed from Tahoe Plaza Incorporated to Harrah's Club, recorded October 3, 1961 in Book 8, page 752, as File No. 18850, Official Records, thence along the Northerly lines of Parcel 1 and 2, as described in the previously mentioned Deed, South 61°58' East (South 62°02' East, Deed) 420.00 feet to the most Northerly corner of that certain piece or parcel of land described as Parcel 1 in the Deed from Park Cattle Company to Harrah's Club, recorded December 28, 1967 in Book 56, Page 334, File No. 39715, Official Records; thence Southeasterly along the Easterly lines of Parcel 1 and Parcel 2, as described in the previously mentioned deed, South 32°55' East 147.97 feet; thence North 61°58' West, 247.89 feet; thence South 28°02' West, 87.87 feet; thence North 61°58' West 260.00 feet; thence North 85°19' West 95.69 feet; thence North 61°58' West 102.73 feet to the true point of beginning.

The above metes and bounds description was previously described in document recorded January 28, 2008 in Book 108, Page 5374, as Document No. 716864 Official Records of Douglas County, Nevada.

Parcel 3

Together with non exclusive easements and right of way for pedestrian and vehicular ingress and egress and perpetual exclusive encroachment and maintenance easements, as set forth in that certain Reciprocal Easement Agreement recorded May 10, 1990 in Book 590, Page 1628, as Document No. 225749, Official Records of Douglas County, Nevada.