

APN: 008-00-001-005
 APN: 008-00-002-001
 APN: 008-00-002-003
 APN: 009-00-001-003
 APN: 009-00-001-011
 APN: 09-00-002-019
 APN: 009-00-002-020
 APN: 009-00-001-012
 APN: 009-00-001-013
 APN: 009-00-002-021
 APN: 009-00-002-022
 APN: 8-201-04
 APN: 8-201-03
 APN: 8-201-05
 APN: 8-201-15
 APN: 8-201-06
 APN: 8-201-08

FILED FOR RECORDING
 AT THE REQUEST OF

First American Title

2005 DEC 13 AM 9 05

LINCOLN COUNTY REC. DEPT
 REC 1600 DEPT
 LESLIE BOHNER

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

Wells Fargo Bank, National Association
 Real Estate Group (AU #02961)
 MAC #AO344-22
 100 N. Wiget Lane, Suite 201
 Walnut Creek, CA 94598

Attn: Eileen V. Oquendo
 Loan No. 101452

*14298A.MM

**MODIFICATION AGREEMENT
 (Short Form)**

Lincoln County

The undersigned agree that the Revolving Credit Agreement dated as of September 8, 2005, executed by COYOTE SPRINGS INVESTMENT LLC, a Nevada limited liability company, as "Borrower", WELLS FARGO BANK, NATIONAL ASSOCIATION, as Administrative Agent on behalf of Lenders, and certain Lenders (as defined therein) has been modified by Amendment No. 1 to Revolving Credit Agreement ("Amendment") to provide, among other things, that the Deed of Trust ("Deed of Trust") executed by Borrower, as "Trustor", recorded September 27, 2005, as Instrument No. 125286, Official Records in the Office of the County Recorder of Lincoln County, Nevada, and other Loan Documents which are security instruments shall secure: (a) the payment to Lenders of all indebtedness and other obligations evidenced by and arising under certain promissory notes (collectively, the "Notes") executed by Borrower to the order of Lenders in the principal amount of FIFTY MILLION DOLLARS (\$50,000,000), together with interest and other finance charges thereon and any and all amendments, modifications, extensions and renewals thereof (including, without limitation (i) modifications of the required principal payment dates or interest payment dates or both, as the case may be, deferring or accelerating said payment dates in whole or in part or (ii) modifications, amendments, extensions or renewals at a different rate of interest), whether or not any

such modification, amendment, extension or renewal is evidenced by a new or additional promissory note or notes; and (b) the performance of all of Borrower's obligations under the Revolving Credit Agreement as amended or modified from time to time in writing. Said Amendment by this reference is incorporated herein and made a part hereof. The "Total Commitment Amount", as defined in said Amendment, and the aggregate principal amount of the Notes (as referred to in the Deed of Trust) which is secured by the Deed of Trust, is FIFTY MILLION DOLLARS (\$50,000,000).

Dated as of: December 2, 2005.

"BENEFICIARY/ADMINISTRATIVE AGENT"

WELLS FARGO BANK,
NATIONAL ASSOCIATION

By:



Hamid Hussain
Vice President

"TRUSTOR/BORROWER"

COYOTE SPRINGS INVESTMENT LLC,
a Nevada limited liability company

By:



Harvey Whittemore
Manager

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

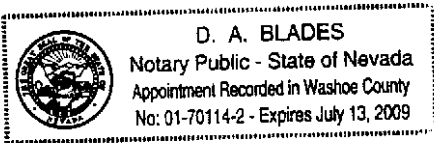
STATE OF NEVADA

COUNTY OF Washoe

ss.

This instrument was acknowledged before me on December 6, 2005, by Harvey
Whitman as Manager of
Coyote Springs Investment a Nevada Limited Liability Company.

Signature D.A. Blades
Notary Public for Nevada



My commission expires 7/13/09

STATE OF CALIFORNIA

COUNTY OF Contra Costa ss.

On this 7th day of December, 2005 before me, Carolyn D'Andrea
a Notary Public in and for the State of California, personally appeared Harid Hussain
personally known to me (~~or proved 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.

WITNESS my hand and official seal

Signature [Signature]

My commission expires December 20, 2006

