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 APN: 8-201-18
 APN: 8-201-19
 APN: 8-201-20
 APN: 8-201-15
 APN: 8-201-06
 APN: 8-201-08

FILED FOR RECORDING
 AT THE REQUEST OF

Chicago Title

2006 JUL 28 PM 2 56

LINCOLN COUNTY RECORDER
 FEE \$18.00 + 25.00 DEPA
 LESLIE BOUCHER

**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

**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. 3 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 SEVENTY FIVE MILLION DOLLARS (\$75,000,000,000), 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

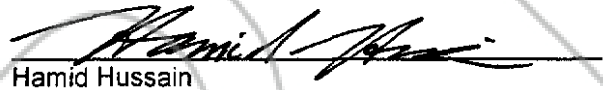
not any such modification, amendment, extension or renewal is evidenced by a new or additional promissory note or notes; and (b) the performance of all of Borrower's obligations under the Revolving Credit Agreement as amended or modified from time to time in writing. Said Amendment by this reference 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 SEVENTY FIVE MILLION DOLLARS (\$75,000,000,000).

Dated as of: July 5, 2006.

"BENEFICIARY/ADMINISTRATIVE AGENT"

WELLS FARGO BANK,
NATIONAL ASSOCIATION

By:



Hamid Hussain
Senior Vice President

"TRUSTOR/BORROWER"

COYOTE SPRINGS INVESTMENT LLC,
a Nevada limited liability company

By:

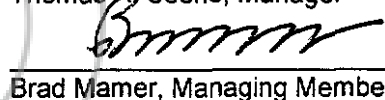


Harvey Whittlemore, Manager

By:

Thomas A. Seeno, Manager

By:



Brad Mamer, Managing Member

By:

Larry Gunderson, Managing Member

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

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 SEVENTY FIVE MILLION DOLLARS (\$75,000,000,000).

Dated as of: July 5, 2006.

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WELLS FARGO BANK,
NATIONAL ASSOCIATION

By:

Hamid Hussain
Senior Vice President

"TRUSTOR/BORROWER"

COYOTE SPRINGS INVESTMENT LLC,
a Nevada limited liability company

By:

Harvey Whittemore, Manager

By:

Thomas A. Seeno, Manager

By:

Brad Mamer, Managing Member

By:

Larr Gunderson, Managing Member

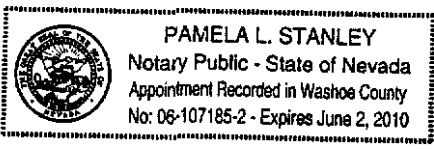
(ALL SIGNATURES MUST BE ACKNOWLEDGED)

STATE OF NEVADA

COUNTY OF Washoe

ss.

This instrument was acknowledged before me on July 11, 2006, by Harvey Whittemore
as Manager of
Coyote Springs Investment LLC a Nevada limited liability company.



Signature Pamela L. Stanley
Notary Public for Nevada

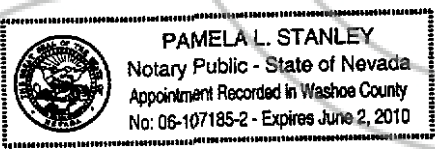
My commission expires June 2, 2010

STATE OF NEVADA

COUNTY OF Washoe

ss.

This instrument was acknowledged before me on July 11, 2006, by Brad Mamer
as Managing Member of
Coyote Springs Investment LLC a Nevada limited liability company.



Signature Pamela L. Stanley
Notary Public for Nevada

My commission expires June 2, 2010

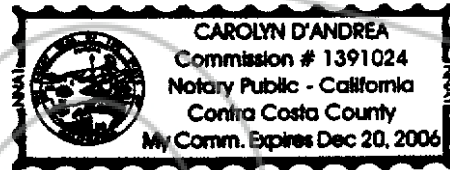
STATE OF CALIFORNIA
COUNTY OF Contra Costa ss.

On July 20, 2006, before me, Carolyn D'Andrea, Notary Public,
personally appeared Hamid Hussain
personally known to me (or 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.

WITNESS my hand and official seal

Signature [Signature]

My commission expires December 20, 2006



STATE OF CALIFORNIA
COUNTY OF Contra Costa ss.

On July 10, 2006, before me, Sonya Lowe,
personally appeared Thomas A. Seeno and Larry A. Gundersen
personally known to me (or 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.

WITNESS my hand and official seal

Signature [Signature]

My commission expires October 2, 2009

