DOC # 0128408

11:01 AM

Record Official Recording requested By WELLS FARGO BANK

Lincoln County - NV Recorder Leslie Boucher

Fee: \$40.00 Page 1 Recorded By: AE Book- 229 Page-0032

Parcel No.: 009-00-001-003 Parcel No.: 009-00-001-017 Parcel No.: 009-00-001-018

Parcel No.: 009-00-001-019 Parcel No.: 009-00-001-020 Parcel No.: 009-00-002-027 Parcel No.: 009-00-002-028 Parcel No.: 009-00-002-024

Parcel No.: 009-00-002-026 Parcel No.: 008-00-001-005

Parcel No.: 008-00-002-001 Parcel No.: 008-00-002-003 Parcel No.: 009-00-001-012 Parcel No.: 009-00-002-021

Parcel No.: 8-201-04 Parcel No.: 8-201-03 Parcel No.: 8-201-06 Parcel No.: 8-201-08 Parcel No.: 8-201-15 Parcel No.: 8-201-18 Parcel No.: 8-201-19 Parcel No.: 8-201-20

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

07010076-FB Loan No. 101452-001

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. 6 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 NINETY FIVE MILLION DOLLARS (\$95,000,000,000), 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 NINETY FIVE MILLION DOLLARS (\$95,000,000,000).

Dated as of: February 13, 2007.

"BENEFICIARY/ADMINISTRATIVE AGENT"

WELLS FARGO BANK, NATIONAL ASSOCIATION

By:

Chinar Mithani

Assistant Vice President

"TRUSTOR/BORROWER"

COYOTE SPRINGS INVESTMENT LLC, a Nevada limited liability company

By:

Harvey Whittemore, Manager

By:

Thomas A. Sèeno, Manager

By:

Pred Mamer Managing Member

Bv:

Larry Gunderson, Managing Member

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

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 NINETY FIVE MILLION DOLLARS (\$95,000,000).

Dated as of: February 13, 2007.

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COYOTE SPRINGS INVESTMENT LLC, a Nevada limited liability company

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Harvey Whittemore, Manager

By:

Thomas A. Seeno, Manager

By:

Brad Mamer, Managing Member

By:

Larry Gunderson, Managing Member

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

0128408 Book: 229 02/22/200 Page: 4 of 6

	ACKNOWLEDGMENT
	State of California County of Contra Costa On February 16 respective me, Volh J. Parsons, Wotary tellic
	personally appeared Chinar Mithau
	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.
and the same	WITNESS my hand and official seal. KATHY J. PARSONS COMM. #1491846 BU NOTARY PUBLIC - CALIFORNIA TO CONTRA COSTA COUNTY My COMM. Expires May 25, 2008
P	(Seal)

Loan No. 101452

STATE OF NEVADA	R.T. DOVE DOYLE	
COUNTY OF WASHOE	Notary Public - State of Nevada Appointment Recorded in Washoe County No: 06-105302-2 - Expires April 20, 2010	
This instrument was acknowledged before me on FEB.10 , 2007 by HARVEY WHITTEMORE		
as MANAGER of		
CONUTE SPRINKS INVESTMENT, ILC	a NEVADA LIMITEDUABILITY CHPANY.	
	Signature Whotary Public for Nevada	
	My commission expires 4/20/10	
STATE OF NEVADA		
country of Clark	SS	
This instrument was acknowledged before me or	Feb. 20 , 2007, by Brad Mamer	
as <u> </u>	inaging Member of	
Coyote Springs Investment LLC	a Nevada limited liability company.	
	Signature	
NOTARY PUBLIC STATE OF NEVADA County of Clark F. DUNLAP	Notary Public for Nevada My commission expires 2/7/10	
Apot. No. 00-62259-1		

Loan No. 101452

COUNTY OF COUNTY
On this /4 day of FERNARY , 2007 before me, MENVIN E. KNOLL a Notary Public in and for the State of California, personally appeared THOMAS personally known to me (or proved to me on the basis of satisfactory
a Notary Public in and for the State of California, personally appeared THOM FS 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.
MAD. EW D
Signature Signature (Sea Commission # 1442248
Notary Public - California & Contra Costa County
My Comm. Expires Oct 11, 2007
STATE OF CALIFORNIA
STATE OF CALIFORNIA COSTIA SS.
On this 14 day of FRED ARY, 3007 before me, MRh U NU E KNOWL a Notary Public in and for the State of California, personally appeared MPRY 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.
2110. 611
Signature // Seal) MELVIN E. KNOLL Commission # 1442248
Notary Public - California Contra County
My Comm. Expires Oct 11, 2007