

**Recording Requested By  
And When Recorded Mail To:**

City National Bank  
2100 Park Place, Suite 150  
El Segundo, CA 90245

Attn: Helene Maidan

Account No. XX1184  
TR No. MOD-384327

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A.P.N.: 1320-27-001-022

**THIS INSTRUMENT SECURES FUTURE ADVANCES. THE MAXIMUM AMOUNT OF PRINCIPAL TO BE SECURED HEREBY IS 200% OF THE STATED PRINCIPAL AMOUNT OF THE INDEBTEDNESS SECURED. THIS INSTRUMENT IS TO BE GOVERNED BY THE PROVISIONS OF NEVADA REVISED STATUTES (AS AMENDED, "NRS") 106.300 THROUGH NRS 106.400 INCLUSIVE.**

**AMENDMENT TO DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING**

**WHEREAS**, BCP INVESTMENTS LLC, a Nevada limited liability company, is the Trustor, Capital Title Company of Nevada, is the Trustee, and City National Bank, a national banking association ("CNB"), is the Beneficiary, under that certain Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing ("Deed of Trust") dated June 26, 2015 and recorded on June 29, 2015, as Instrument No. 2015-865489 in the Official Records of Douglas County, Nevada, and the Deed of Trust concerns and affects the real property described therein; and

**WHEREAS**, Trustor and Beneficiary under the Deed of Trust desire to amend the Deed of Trust to describe an increase in the maximum credit limit, and a modification of the obligation secured thereby;

**NOW, THEREFORE**, Trustor and Beneficiary hereby amend Section 2.2 of the "For the purpose of securing..." paragraph of said Deed of Trust in its entirety to provide as follows:

"2.2 Payment of the indebtedness in the principal sum of SIX HUNDRED THOUSAND AND NO/100THS DOLLARS (\$600,000.00), with interest thereon, and performance of any other obligations evidenced by:

2.2.1 one Amended and Restated Revolving Promissory Note ("Note") dated September 24, 2015, executed by Trustor as "Borrower", in favor of Beneficiary or order; and

2.2.2 any modification, replacement, extension or renewal thereof (the "Indebtedness"). The principal balance under said Note may vary from time to time but will not exceed SIX HUNDRED THOUSAND AND NO/100THS DOLLARS (\$600,000.00)."

All other terms and conditions of the Deed of Trust and Assignment of Rents remain unchanged.

Dated: September 24, 2015

"TRUSTOR"

BCP INVESTMENTS LLC,  
a Nevada limited liability company

By: [Signature]  
Cristi Lyn Cristich-Milazzo, Manager

By: [Signature]  
Julie Barker, Manager

"BENEFICIARY"

~~City National Bank, a national banking association~~

By: [Signature]  
Joe Hernandez, Senior Vice President

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
COUNTY OF Orange )

On 9/29/15, before me, Marianne M. Casey, a notary public, personally appeared Cristi Lyn Cristich-Milazzo, 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 Marianne Casey (SEAL)



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )

COUNTY OF Orange )

On 9/29/15, before me, Marianne M. Casey, a notary public, personally appeared Julie Barker, 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 Marianne Casey (SEAL)



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STATE OF CALIFORNIA )

COUNTY OF Orange )

On 9/29/15, before me, Marianne M. Casey,  
a notary public, personally appeared Joe Hernandez,  
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 Marianne Casey (SEAL)



## LEGAL DESCRIPTION

### EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, AND IS DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LOCATED WITHIN A PORTION OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF SECTION 27, TOWNSHIP 13 NORTH, RANGE 20 EAST, MOUNT DIABLO MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 27, AS SHOWN ON THE PARCEL MAP FOR BENTLY NEVADA CORPORATION FILED FOR RECORD FEBRUARY 28, 1989 IN THE OFFICE OF RECORDER, DOUGLAS COUNTY, NEVADA AS DOCUMENT NO. 197193;

THENCE SOUTH 04°22'20" WEST, 983.94 FEET TO THE NORTHWEST CORNER OF BLOCK "I" AS SHOWN ON FINAL MAP NO. 1013 OF BENTLY SCIENCE PARK FILED FOR RECORD DECEMBER 12, 1995 IN SAID OFFICE OF RECORDER AS DOCUMENT NO. 376672;

THENCE ALONG THE NORTH LINE OF SAID BLOCK "I", SOUTH 89°47'54" EAST, 2282.25 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 89°47'54" EAST, 341.62 FEET TO THE NORTHWESTERLY TERMINUS OF ORBIT WAY AS SHOWN ON SAID FINAL MAP NO. 1013;

THENCE ALONG THE WEST LINE OF SAID ORBIT WAY, SOUTH 01°12'14" EAST, 408.48 FEET;

THENCE CONTINUING ALONG SAID WEST LINE OF ORBIT WAY SOUTH 02°02'19" WEST, 10.87 FEET;

THENCE NORTH 29°52'19" WEST, 80.21 FEET;

THENCE NORTH 54°10'37" WEST, 48.24 FEET;

THENCE SOUTH 02°02'19" WEST, 122.60 FEET;

THENCE NORTH 68°29'59" WEST, 287.19 FEET;

THENCE NORTH 00°08'20" EAST, 339.94 FEET TO THE POINT OF BEGINNING,

APN: 1320-27-001-022

THE BASIS OF BEARING OF THIS DESCRIPTION IS NORTH 00°22'39" EAST, THE WEST LINE OF BLOCK T AS SHOWN ON FINAL MAP NO. 1013 OF BENTLY SCIENCE PARK FILED FOR RECORD IN SAID OFFICE OF RECORDER AS DOCUMENT NO. 376672.

Document Number 836338 is provided pursuant to the requirements of NRS 111.312