

APN No. 1320-17-000-009

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

Holland & Hart LLP
5441 Kietzke Lane, Second Floor
Reno, Nevada 89511
Attention: Stephen V. Novacek, Esq.

The undersigned hereby affirms that this document, including any exhibits, submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030)

**MODIFICATION TO DEED OF TRUST, SECURITY AGREEMENT
AND FIXTURE FILING WITH ASSIGNMENT OF RENTS AND LEASES**

THIS AGREEMENT is made as of the 17th day of November, 2015, by and between **AMERICAN AVK COMPANY**, a California corporation, as trustor (the "**Trustor**"), and **NORDEA BANK FINLAND PLC**, a Finland banking corporation, acting through its New York and Grand Cayman branches, as beneficiary (the "**Beneficiary**").

W I T N E S S E T H :

WHEREAS, on December 6, 2007, Trustor did make, execute and deliver to Beneficiary, that certain Deed of Trust, Security Agreement and Fixture Filing With Assignment of Rents And Leases and recorded on February 6, 2008, as Document No. 717494, Official Records of Douglas County, Nevada (as modified from time to time, the "**Deed of Trust**"), encumbering certain real property situate in such county and state, which Deed of Trust secures, among other obligations, payment of the Trustor's obligation under: (i) a term loan in the original principal amount of \$9,300,000.00, together with interest thereon, evidenced by that certain Term Loan Agreement dated July 3, 2006, as amended from time to time, and (ii) a revolving line of credit loan in the original principal amount of \$2,700,000.00, together with interest thereon, evidenced by that certain Letter Agreement (Uncommitted Line) dated December 6, 2007, as amended from time to time; and

WHEREAS, certain of the obligations originally secured by the Deed of Trust have been paid in full and certain others have been amended, restated and increased, and the parties desire to modify the Deed of Trust as hereinafter set forth;

NOW, THEREFORE, for a value received, the parties agree as follows:

1. Any capitalized words or terms used but not otherwise defined herein shall have the meaning given to such words or terms in the Deed of Trust.

2. Section B 1.04 of the Deed of Trust entitled "Obligations Secured" is hereby amended to provide as follows:

1.04 This Deed of Trust is given for the purpose of securing, in such order of priority as Beneficiary may determine, the following:

(a) Payment of the indebtedness in the original principal amount of \$2,700,000.00, together with all interest accrued thereon, loaned by Beneficiary to Trustor pursuant to the terms and conditions of that certain Letter Agreement (Uncommitted Line) dated December 6, 2007, and any renewals, extensions, modifications or other amendments thereof, the maximum committed principal amount under which has been increased to \$8,640,000.00 pursuant to the terms of a Term Loan Agreement dated November 17, 2015 ("Loan A");

(b) Payment of the indebtedness in the original principal amount of \$2,500,000.00, together with interest accrued thereon, loaned by Beneficiary to Trustor pursuant to the terms and conditions of that certain Line of Credit Facility (Uncommitted) dated July 3, 2006, and any renewals, extensions, modifications or other amendments thereof, the maximum committed amount under which has been increased to \$7,000,000.00 ("Loan B");

(c) Payment of such further sums as Trustor or any successor in ownership hereafter may borrow from Beneficiary when evidenced by another note or notes, reciting it is so secured, payable to Beneficiary or order and made by Trustor or any successor in ownership, and all renewals, extensions, modifications or amendments of such note or notes;

(d) Payment and performance of each and every obligation of Trustor contained in any of the loan documents evidencing or securing Loan A or Loan B (the "Loan Documents") or in any other agreement given

Loan A or Loan B (the "Loan Documents") or in any other agreement given by Trustor to Beneficiary which is for the purpose of further securing any indebtedness or obligation secured hereby; and

(e) Payment and performance of each and every obligation of Trustor contained herein.

For purposes hereof, (i) capitalized terms not otherwise defined herein shall have the meanings set forth in the Loan Documents; and (ii) Loan A and Loan B are at times collectively referred to herein as the "Loan".

3. Except as herein modified, the Deed of Trust remains in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

NORDEA BANK FINLAND PLC, a Finland banking corporation, acting through its New York and Grand Cayman Branches

By: <u>[Signature]</u>	By: <u>[Signature]</u>
Name: <u>Ulrik Berg Anderson</u>	Name: <u>Krenn Holm - Jorgensen</u>
Its: <u>Vice President</u>	Its: <u>Senior Vice President</u>

"Beneficiary"

AMERICAN AVK COMPANY, a California corporation

By: <u>[Signature]</u>
Name: <u>ALAN JURKANIS</u>
Its: <u>PRESIDENT</u>

"Trustor"

STATE OF NEW YORK)
)ss.
COUNTY OF NEW YORK)

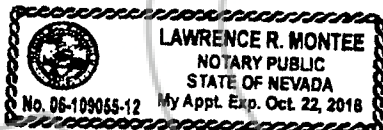
This instrument was acknowledged before me on 19TH DAY OF NOVEMBER, 2015, by ULRIK BERS AMERSON as KREN HOLM-JURGENSEN of Nordea Bank Finland Plc, a Finland banking corporation, acting through its New York and Grand Cayman Branches.

ROBERT P. NIESTEMPSKI
NOTARY PUBLIC, State of New York
No. 01N15012482
Qualified in New York County
Commission Expires 06-15-19

Robert P. Niestemski
Notary Public
My Commission Expires: 06-15-19

STATE OF NEVADA)
)ss.
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on NOV. 17TH, 2015, by ALAN JURKONIS as PRESIDENT of American AVK Company, a California corporation.



Lawrence R. Montee
Notary Public
My Commission Expires: OCT. 22ND, 2018