

APNS. 1320-30-702-~~029~~ 031  
1320-30-702-~~028~~ 032  
1320-30-702-~~027~~ 033  
1320-30-702-~~026~~ 034

**WHEN RECORDED MAIL TO:**

Keller Rohrback L.L.P.  
1201 Third Avenue, Suite 3200  
Seattle, Washington 98101  
Attention: Robert S. Over

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)

02000040-DKD

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

**THIS FIRST AMENDMENT TO DEED OF TRUST AND SECURITY AGREEMENT AND FIXTURE FILING WITH ASSIGNMENT OF RENTS** (the "Amendment") is made as of the 2nd day of December, 2019, by **MONTE VISTA MINDEN, LLC**, a Nevada limited liability company ("Trustor"), to **NORTHERN NEVADA TITLE COMPANY**, as trustee (the "Trustee"), for the benefit of **AND AWAY THEY GO, LLC**, a Nevada limited liability company, as beneficiary (the "Beneficiary").

**RECITALS**

A. Beneficiary, as Lender made a loan to Trustor, as Borrower under the terms of that certain Loan Agreement dated February 15, 2019 as evidenced by that certain Promissory Note dated February 15, 2019 in the original principal amount of \$3,000,000.00 (the "Original Note"). The Original Note is secured by that certain Deed of Trust and Security Agreement and Fixture Filing with Assignment of Rents dated February 15, 2019 ("Deed of Trust"), by Borrower, as Trustor, to Northern Nevada Title Company, as Trustee, for the benefit of Lender,

as Beneficiary, recorded in official records of Douglas County, Nevada, as Document No. 2019-925834 encumbering certain real property described therein (the "Property").

B. Trustor has requested that Beneficiary increase the Original Note by \$1,000,000.00 for a total principal loan amount of \$4,000,000.00, and Beneficiary has agreed on the terms and conditions set forth herein, and in accordance with that certain First Amendment to Promissory Note, Loan Agreement and Guarantee of even date herewith by and among Trustor, as Borrower, Beneficiary, as Lender and the Guarantor of the Loan (the "First Amendment to Note").

### **AGREEMENT**

NOW THEREFORE, in consideration of the mutual agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Recitals; Definitions.** The foregoing recitals are true and correct and by this reference are incorporated herein. Capitalized terms used but not defined herein shall have the meaning set forth in the Deed of Trust.
2. **Modification of Deed of Trust.** The Deed of Trust is amended to secure the principal sum of Four Million and 00/100 Dollars (\$4,000,000.00), with interest thereon, according to the terms and provisions of the Note and Loan Agreement, together with any and all modifications, extensions, renewals and replacements thereof, and hereafter (i) "Loan Agreement" and "Note" shall mean the Loan Agreement and Note as amended by the First Amendment to Note; and (ii) "Loan Documents" shall include the First Amendment to Note.
3. **Confirmation of Lien.** Borrower covenants and confirms that all of the Property together with the rents, issue and profits thereof, shall continue to be subject to the lien of the Deed of Trust, as amended hereby.
4. **Construction; Priority.** The Deed of Trust and this Amendment shall together constitute and be construed, respectively, as one document. Except as specifically provided herein, none of the provisions herein contained shall in any way be construed as a modification of any of the terms and conditions of any Loan Document, and all other terms and conditions of the Loan Documents shall remain unchanged and in full force and effect. In the event of any conflict between the terms of this Amendment and the terms of any Loan Document, the terms of this Amendment shall prevail and be controlling. This Amendment shall in no way impair the lien, charge or priority of the Deed of Trust or any other of the Loan Documents upon all property covered thereby. Time is of the essence of this Amendment and each and every provision hereof.
5. **Ratification of Loan Documents.** Borrower hereby further ratifies and acknowledges the continuing validity and enforceability of the Loan Documents and the

obligations thereunder and first liens evidenced thereby. Without in any manner limiting the generality of the foregoing, Borrower acknowledges and agrees that: (a) Borrower duly and validly executed and delivered the Loan Documents; (b) Lender is the holder of the Loan Documents; and (c) all Loan Documents are and remain in full force and effect, and Borrower's obligations and liabilities will continue thereunder without impairment or limitation except as modified by this Amendment.

6. **Counterparts.** This Amendment may be executed in any number of counterparts, each of which shall constitute an original and all of which shall be construed together as one document.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Trustor has executed this Amendment as of the day first written above.

Monte Vista Minden, LLC,  
a Nevada limited liability company

By: Santa Ynez Valley Construction Co.,  
a California corporation  
Its: Manager

By: *Leo A. Hanley*  
Leo A. Hanley, President  
"Trustor"

STATE OF NEVADA     )  
                                  )ss.  
COUNTY OF Carson City )

This instrument was acknowledged before me on December 02, 2019, by Leo A. Hanley, as President of the Manager of Monte Vista Minden, LLC.

*Breana Budro*  
Notary Public  
My Commission Expires: 3 04 2020

4816-2229-0605, v. 1

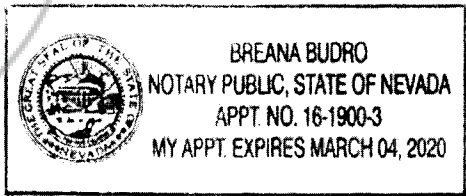


EXHIBIT A

All that certain real property situate in the County of Douglas, State of Nevada, described as follows:

PARCEL A:

Adjusted Parcel 3 as shown on the Record of Survey in Support of a Boundary Line Adjustment for And Away They Go, LLC and Edward J. Bischofberger Trust, according to the map thereof, filed in the office of the County Recorder of Douglas County, State of Nevada, on January 23, 2019 as File No. 2018-924927, Official Records, being more particularly described as follows:

A parcel of land located within a portion of Section 30, Township 13 North, Range 20 East, Mount Diablo Meridian, more particularly described as follows:

COMMENCING at the south corner of Parcel 2 as shown on the Record of Survey to support a Boundary Line Adjustment for Nevada Northwest, LLC filed for record June 29, 2007 in the office of Recorder, Douglas County, Nevada as Document No. 704201, said point falling on the easterly right-of-way line of U.S. Highway 395, a found 5/8" rebar with plastic cap PLS 6899;

thence North 43°06'17" East, 199.12 feet to a found 5/8" rebar with plastic cap, PLS 6899, the POINT OF BEGINNING;

thence continuing North 43°06'17" East, 44.10 feet;  
thence North 48°12'20" West, 34.12 feet;  
thence North 45°42'28" East, 119.81 feet;  
thence North 00°15'04" West, 45.69 feet;  
thence North 26°12'39" West, 62.16 feet;  
thence North 02°25'35" West, 77.43 feet;

thence along the arc of a curve to the right, non-tangent to the preceding course, having a radius of 670.00 feet, central angle of 29°17'45", arc length of 342.58 feet and chord bearing and distance of South 78°03'53" East, 338.86 feet;

thence South 63°25'00" East, 253.63 feet;  
thence South 26°35'00" West, 228.01 feet;  
thence South 04°43'03" East, 71.15 feet;  
thence South 63°24'18" East, 103.04 feet;  
thence South 26°35'00" West, 85.57 feet;  
thence South 17°38'15" East, 37.32 feet;  
thence North 67°15'29" West, 137.85 feet to a found 3/4" iron pipe with plug, PLS 3519;  
thence North 61°51'29" West, 521.34 feet to the POINT OF BEGINNING.

APN: 1320-30-702-031

Document No. 2019-925833 is provided pursuant to the requirements of Section 6.NRS 111.312.

PARCEL B:

Adjusted Parcel 4 as shown on the Record of Survey in Support of a Boundary Line Adjustment for And Away They Go, LLC and Edward J. Bischofberger Trust, according to the map thereof, filed in the office of the County Recorder of Douglas County, State of Nevada, on January 23, 2019 as File No. 2018-924927, Official Records, being more particularly described as follows:

A parcel of land located within a portion of Section 30, Township 13 North, Range 20 East, Mount Diablo Meridian, more particularly described as follows:

COMMENCING at the northwest corner of Parcel 1 as shown on the Record of Survey to support a Boundary Line Adjustment for Nevada Northwest, LLC filed for record June 29, 2007 in the office of

Recorder, Douglas County, Nevada as Document No. 704201, said point falling on the easterly right-of-way line of U.S. Highway 395, a found 5/8" rebar with plastic cap PLS 6899;

thence along the northerly boundary of said Parcel 1, South 63°19'00" East, 615.18 feet to a found 5/8" rebar with plastic cap, PLS 1172, the POINT OF BEGINNING;

thence North 26°35'00" East, 455.06 feet to a found nail & tag in concrete, PLS 17632, said point falling on the southerly right-of-way line of Ironwood Drive;

thence along said southerly right-of-way line of Ironwood Drive, South 63°25'00" East, 248.68 feet to a found "X" chiseled in the sidewalk;

thence continuing along said southerly right-of-way line, South 01°56'00" East, 15.94 feet to a found 5/8" rebar with plastic cap, PLS 6899;

thence continuing along said southerly right-of-way line, South 63°25'00" East, 573.28 feet;

thence along the arc of a curve to the left, non-tangent to the preceding course, having a radius of 25.00 feet, central angle of 49°27'51", arc length of 21.58 feet and chord bearing and distance of South 51°18'56" West, 20.92 feet;

thence South 26°35'00" West, 293.66 feet;

thence along the arc of a curve to the left, having a radius of 15.00 feet, central angle of 90°00'00", arc length of 23.56 feet and chord bearing and distance of South 18°25'00" East, 21.21 feet;

thence South 26°35'00" West, 60.00 feet;

thence North 63°25'00" West, 438.63 feet;

thence along the arc of a curve to the left, having a radius of 670.00 feet, central angle of 29°17'45", arc length of 342.58 feet and chord bearing and distance of North 78°03'53" West, 338.86 feet;

thence North 02°25'35" West, 61.87 feet;

thence South 87°34'25" West, 44.98 feet to the POINT OF BEGINNING.

APN: 1320-30-702-032

Document No. 2019-925833 is provided pursuant to the requirements of Section 6.NRS 111.312.

#### PARCEL C:

Adjusted Parcel 5 as shown on the Record of Survey in Support of a Boundary Line Adjustment for And Away They Go, LLC and Edward J. Bischofberger Trust, according to the map thereof, filed in the office of the County Recorder of Douglas County, State of Nevada, on January 23, 2019 as File No. 2018-924927, Official Records, being more particularly described as follows:

A parcel of land located within a portion of Section 30, Township 13 North, Range 20 East, Mount Diablo Meridian, more particularly described as follows:

COMMENCING at a found monument in well, PLS 3209, said monument being the centerline intersection of Lucerne Street and Ironwood Drive, as shown on the Record of Survey to support a Boundary Line Adjustment for Nevada Northwest, LLC filed for record June 29, 2007 in the office of Recorder, Douglas County, Nevada as Document No. 704201;

thence along said centerline of Ironwood Drive, North 63°25'00" West, 596.49 feet to a found PK nail & washer, PLS 6899, said point being the centerline intersection of said Ironwood Drive & Monte Vista Avenue,

thence along said centerline of Monte Vista Avenue, South 26°35'00" West, 40.00 feet to a point on the southerly right-of-way line of said Ironwood Drive;

thence along said southerly right-of-way line of Ironwood Drive, South 63°25'00" East, 38.75 feet to the POINT OF BEGINNING;

thence continuing along said southerly right-of-way line of Ironwood Drive, South 63°25'00" East, 470.74 feet;

thence along the arc of a curve to the right, having a radius of 20.00 feet, central angle of 90°00'00", arc length of 31.42 feet and chord bearing and distance of South 18°25'00" East, 28.28 feet to a point on the westerly right-of-way line of said Lucerne Street;

thence along said westerly right-of-way line of Lucerne Street, South 26°35'00" West, 330.20 feet;

thence continuing along said westerly right-of-way line of Lucerne Street, along the arc of a curve to the left, having a radius of 486.76 feet, central angle of 04°24'56", arc length of 37.51 feet and chord bearing and distance of South 24°22'32" West, 37.50 feet;

thence North 63°25'00" West, 87.32 feet;

thence along the arc of a curve to the left, having a radius of 15.00 feet, central angle of 90°00'00", arc length of 23.56 feet and chord bearing and distance of South 71°35'00" West, 21.21 feet;

thence North 63°25'00" West, 48.00 feet;

thence along the arc of a curve to the left, having a radius of 15.00 feet, central angle of 90°00'00", arc length of 23.56 feet and chord bearing and distance of North 18°25'00" West, 21.21 feet;

thence North 63°25'00" West, 171.74 feet;

thence along the arc of a curve to the left, having a radius of 15.00 feet, central angle of 90°00'00", arc length of 23.56 feet and chord bearing and distance of South 71°35'00" West, 21.21 feet;

thence North 63°25'00" West, 48.00 feet;

thence along the arc of a curve to the left, having a radius of 15.00 feet, central angle of 90°00'00", arc length of 23.56 feet and chord bearing and distance of North 18°25'00" West, 21.21 feet;

thence North 63°25'00" West, 70.87 feet;

thence North 26°35'00" East, 60.00 feet;

thence along the arc of a curve to the right, having a radius of 15.00 feet, central angle of 90°00'00", arc length of 23.56 feet and chord bearing and distance of North 18°25'00" West, 21.21 feet;

thence North 26°35'00" East, 293.66 feet;

thence along the arc of a curve to the right, having a radius of 25.00 feet, central angle of 49°27'51", arc length of 21.58 feet and chord bearing and distance of North 51°18'56" East, 20.92 feet to the POINT OF BEGINNING.

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Document No. 2019-925833 is provided pursuant to the requirements of Section 6.NRS 111.312.

PARCEL D:

Adjusted Parcel 6 as shown on the Record of Survey in Support of a Boundary Line Adjustment for And Away They Go, LLC and Edward J. Bischofberger Trust, according to the map thereof, filed in the office

of the County Recorder of Douglas County, State of Nevada, on January 23, 2019 as File No. 2018-924927, Official Records, being more particularly described as follows:

A parcel of land located within a portion of Section 30, Township 13 North, Range 20 East, Mount Diablo Meridian, more particularly described as follows:

COMMENCING at a found monument in well, PLS 3209, said monument being the centerline intersection of Lucerne Street and Ironwood Drive, as shown on the Record of Survey to support a Boundary Line Adjustment for Nevada Northwest, LLC filed for record June 29, 2007 in the office of Recorder, Douglas County, Nevada as Document No. 704201;

thence along the centerline of Ironwood Drive, North  $63^{\circ}25'00''$  West, 596.49 feet to a found PK nail & washer, PLS 6899, said point also being the centerline intersection of Ironwood Drive & Monte Vista Avenue,

thence along said centerline of Monte Vista Avenue, South  $26^{\circ}35'00''$  West, 40.00 feet to a point on the southerly right-of-way line of said Ironwood Drive;

thence along said southerly right-of-way line of Ironwood Drive, South  $36^{\circ}25'00''$  East, 509.49 feet;

thence along the arc of a curve to the right, having a radius of 20.00 feet, central angle of  $90^{\circ}00'00''$ , arc length of 31.42 feet and chord bearing and distance of South  $18^{\circ}25'00''$  East, 28.28 feet to a point on the westerly right-of-way line of said Lucerne Street;

thence along said westerly right-of-way line of Lucerne Street, South  $26^{\circ}35'00''$  West, 330.20 feet;

thence continuing along said westerly right-of-way line of Lucerne Street, along the arc of a curve to the left, having a radius of 486.76 feet, central angle of  $04^{\circ}24'56''$ , arc length of 37.51 feet and chord bearing and distance of South  $24^{\circ}22'32''$  West, 37.50 feet the POINT OF BEGINNING;

thence continuing along said westerly right-of-way line of Lucerne Street, along the arc of a curve to the left, having a radius of 249.99 feet, central angle of  $29^{\circ}25'34''$ , arc length of 486.76 feet and chord bearing and distance of South  $07^{\circ}27'17''$  West, 247.25 feet;

thence along the arc of a curve to the right, having a radius of 25.00 feet, central angle of  $77^{\circ}38'53''$ , arc length of 33.88 feet and chord bearing and distance of South  $31^{\circ}33'56''$  West, 31.35 feet;

thence South  $70^{\circ}23'23''$  West, 167.49 feet;

thence South  $26^{\circ}35'00''$  West, 26.51 feet;

thence North  $63^{\circ}25'00''$  West, 86.77 feet to a 5/8" rebar with plastic cap, PLS 15225;

thence South  $26^{\circ}35'00''$  West, 59.00 feet to a 5/8" rebar with plastic cap, PLS 15225;

thence North  $63^{\circ}25'00''$  West, 312.29 feet;

thence North  $17^{\circ}38'15''$  West, 135.11 feet;

thence North  $26^{\circ}35'00''$  East, 85.57 feet;

thence North  $63^{\circ}24'18''$  West, 103.04 feet;

thence North  $04^{\circ}43'03''$  West, 71.15 feet;

thence North  $26^{\circ}35'00''$  East, 228.01 feet;

thence South  $63^{\circ}25'00''$  East, 225.87 feet;

thence along the arc of a curve to the right, having a radius of 15.00 feet, central angle of  $90^{\circ}00'00''$ , arc length of 23.56 feet and chord bearing and distance of South  $18^{\circ}25'00''$  East, 21.21 feet;

thence South  $63^{\circ}25'00''$  East, 48.00 feet;

thence along the arc of a curve to the right, having a radius of 15.00 feet, central angle of  $90^{\circ}00'00''$ , arc length of 23.56 feet and chord bearing and distance of North  $71^{\circ}35'00''$  East, 21.21 feet;

thence South  $63^{\circ}25'00''$  East, 171.74 feet;



thence along the arc of a curve to the right, having a radius of 15.00 feet, central angle of 90°00'00", arc length of 23.56 feet and chord bearing and distance of South 18°25'00" East, 21.21 feet;

thence South 63°25'00" East, 48.00 feet;

thence along the arc of a curve to the right, having a radius of 15.00 feet, central angle of 90°00'00", arc length of 23.56 feet and chord bearing and distance of North 71°35'00" East, 21.21 feet;

thence South 63°25'00" East, 87.32 feet to the POINT OF BEGINNING.

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