

Assessor's Parcel No. 1320-30-702-021

This instrument prepared by and after recording return to:
Brynn Nelson
U.S. Bank National Association
Collateral Department
P.O. Box 5308
Portland, OR 97228-5308



KAREN ELLISON, RECORDER

**AMENDMENT TO DEED OF TRUST
(NEVADA)**

Please complete Affirmation Statement below:

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

-OR-

I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does contain the social security number of a person or persons as required by law: NV
(State specific law)

Nina Wright
Signature
Nina Wright
Print Signature

Notary Public
Title

This page added to provide additional information required by NRS 111.312 Sections 1-2 and NRS 239B.030 Section 4.

This cover page must be typed or printed in black ink.

(Additional recording fee applies)

**AMENDMENT TO DEED OF TRUST
(NEVADA)**

This Amendment to Deed of Trust (the "**Amendment**"), is made and entered into by SUNAGAWA LTD. (the "**Grantor**", whether one or more) and U.S. Bank National Association (the "**Beneficiary**") as of the date set forth below.

RECITALS

- A. Grantor or its predecessor in interest executed a Deed of Trust, for the benefit of Beneficiary or its predecessor in interest, originally dated or amended or restated as of January 23, 2013 (as amended and/or restated, the "**Deed of Trust**"). The "Land" (defined in the Deed of Trust) subject to the Deed of Trust is legally described in **Exhibit A** attached hereto.

Being the same land conveyed to Grantor by Deed recorded in _____ Book _____,
Page _____, and/or Document/Instrument No. _____, in the office of the County
Recorder of _____ County, Nevada, on _____.

The legal description of the land has been prepared by _____
with a mailing address of _____.

- B. The Deed of Trust was originally recorded in the office of the County Recorder for Douglas County, Nevada, on January 24, 2013, in Book 113, Page 7222, (or as Document/Instrument No. 816971).
- C. Grantor has requested certain modifications to the Deed of Trust as described below.
- D. Beneficiary has agreed to such modifications, but only upon the terms and conditions outlined in the Amendment.

TERMS OF AGREEMENT

In consideration of the recitals and mutual covenants contained herein, and for other good and valuable consideration, Grantor and Beneficiary agree as follows:

Capitalized terms used in this Amendment but not defined in this Amendment shall have the meanings ascribed to them in the Deed of Trust.

Change in Secured Obligations. The Deed of Trust is granted to secure all of the following obligations, whether now or hereafter existing (the "**Obligations**"): the loan(s) by Beneficiary to SUNAGAWA LTD. (the "**Borrower**") evidenced by a note or notes originally dated or amended or restated as of January 23, 2013, in the stated or amended principal amount(s) of \$270,000.00, and any extensions, renewals, restatements and modifications thereof and all principal, interest, fees and expenses relating thereto, and if a revolving credit, such amounts as may be advanced, paid down and readvanced from time to time thereunder (the "**Note**"); all of Grantor's debts, liabilities, obligations, covenants, warranties, and duties to Beneficiary under the Loan Documents, however arising and whether now or hereafter existing or incurred, whether liquidated or unliquidated and whether absolute or contingent; all of Grantor's obligations under the Deed of Trust; and principal, interest, fees, expenses and charges relating to any of the foregoing, including, without limitation, costs and expenses of collection and enforcement of the Deed of Trust, reasonable attorneys' fees of both inside and outside counsel and environmental assessment or remediation costs.

For purposes of this Amendment, "**Loan Documents**" means together and individually the Note, the Deed of Trust and any loan agreement, security or pledge agreement, assignment, financing statement, lease, mortgage, deed of trust or other pledge of an interest in real or personal property, any guaranty, subordination, letter of credit and letter of credit reimbursement agreement, banker's acceptance, and any other agreement, document or instrument previously, concurrently or hereafter executed or delivered by any party to or in favor of Beneficiary evidencing, creating, securing, guarantying or otherwise related to the indebtedness evidenced by the Note or the pledge of the Mortgaged Property as security for repayment of the indebtedness evidenced by the Note, whether or not specifically enumerated herein.

The definition of Obligations set forth above replaces any existing description of the indebtedness or other obligations secured by the Deed of Trust. The interest rate and maturity of such Obligations are as described in the

documents creating the indebtedness secured hereby.

Compliance with Laws & Restrictions. All existing Improvements and any Improvements hereafter placed on the Land are and will be located within the boundary lines of the Land. All appurtenant easement areas are and shall remain free from encroachments. The Mortgaged Property complies with, and will continue to comply with, all laws applicable to the Mortgaged Property, including without limitation all applicable building, zoning, subdivision and land use statutes, ordinances, codes, rules, regulations and orders and all covenants and agreements of record. Grantor will not, and will not permit any tenant or other occupant of the Mortgaged Property to, use the Mortgaged Property in any manner that violates any state or federal law. No further permits, licenses, approvals, variances, public hearings or governmental orders or consents are necessary for the operation of the Mortgaged Property for its intended purposes or for the construction of any planned Improvements. This provision is in addition to and not in limitation of any existing provisions in the Deed of Trust.

Fees and Expenses. Grantor will pay all fees and expenses (including reasonable attorneys' fees) in connection with the preparation, execution and recording of the Amendment.

Effectiveness of Prior Document. Except as provided in the Amendment, all terms and conditions contained in the Deed of Trust remain in full force and effect in accordance with their terms; and nothing herein will affect the priority of the Deed of Trust. All warranties and representations contained in the Deed of Trust are hereby reconfirmed as of the date hereof. All collateral previously provided to secure the Note continues as security, and all guaranties guaranteeing obligations under the Note remain in full force and effect. This is an amendment, not a novation.

Amended Note Controls. In the event of any inconsistency between the Note and any related loan agreement, as amended, and the Deed of Trust, as amended, the terms of the amended Note and any such related loan agreement shall control.

No Waiver of Defaults; Warranties. The Amendment shall not be construed as or be deemed to be a waiver by Beneficiary of existing defaults by Grantor whether known or undiscovered. All agreements, representations and warranties made herein shall survive the execution of the Amendment.

Counterparts. The Amendment may be signed in any number of counterparts, each of which will be considered an original, but when taken together will constitute one document.

Receipt of Copy. Grantor hereby acknowledges the receipt of a copy of the Amendment to Deed of Trust together with a copy of each promissory note secured hereby.

Electronic Records. Without notice to or consent of Grantor, Beneficiary may create electronic images of the Amendment and destroy paper originals of any such imaged documents. Such images have the same legal force and effect as the paper originals and are enforceable against Grantor and any other parties thereto. Beneficiary may convert the Amendment into a "transferrable record" as such term is defined under, and to the extent permitted by, applicable law, with the image of such instrument in Beneficiary's possession constituting an "authoritative copy." If Beneficiary agrees, in its sole discretion, to accept delivery by telecopy or PDF of an executed counterpart of a signature page of the Amendment or other document required to be delivered under the Amendment, such delivery will be valid and effective as delivery of an original manually executed counterpart of such document for all purposes. If Beneficiary agrees, in its sole discretion, to accept any electronic signatures of the Amendment or other document required to be delivered under the Amendment, the words "execution," "signed," and "signature," and words of like import, in or referring to any document so signed will be deemed to include electronic signatures and/or the keeping of records in electronic form, which will be of the same legal effect, validity and enforceability as a manually executed signature and/or the use of a paper-based recordkeeping system, to the extent and as provided for in any applicable law. Beneficiary may rely on any such electronic signatures without further inquiry.

Authorization. Grantor represents and warrants that the execution, delivery and performance of the Amendment and the documents referenced to herein (i) are within Grantor's power; (ii) do not require the approval of any governmental agency; and (iii) will not violate any law, agreement or restriction by which Grantor is bound. Grantor has all requisite power and authority and possesses all licenses necessary to conduct its business and own its properties. Each Grantor which is not a natural person is validly existing and in good standing under the laws of its state of organization, and the Amendment and the documents referenced to herein have been authorized by all appropriate entity action.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING, EXPRESSING CONSIDERATION AND SIGNED BY THE PARTIES ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. THE TERMS OF THIS AGREEMENT MAY ONLY BE CHANGED BY ANOTHER WRITTEN AGREEMENT.

Attachments. All documents attached hereto, including any appendices, schedules, riders, and exhibits to the Amendment, are hereby expressly incorporated by reference.

IN WITNESS WHEREOF, the undersigned has/have executed the Amendment on the date shown in the notarial acknowledgment, effective as of August 13, 2020.

GRANTOR:
SUNAGAWA LTD.

a/an Nevada Limited Liability Company

By: Lee R Rathbun
Name and Title: Lee R Rathbun, Manager and Member

By: Nobuko Rathbun
Name and Title: Nobuko Rathbun, Manager and Member

BENEFICIARY:

U.S. Bank National Association

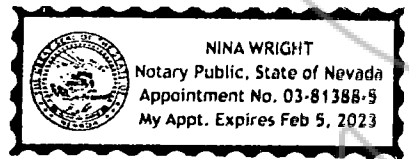
By: Brynn Nelson
Name and Title: Brynn Nelson, Officer

GRANTOR NOTARIZATION

STATE OF Nevada)
COUNTY OF Carson City) ss.

This instrument was acknowledged before me on August 25, 2020, by Lee R Rathbun, as Manager and Member of SUNAGAWA LTD.

(Notarial Seal)

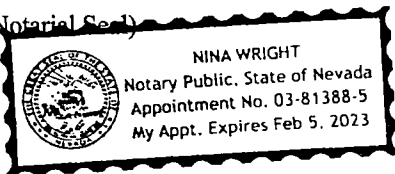


Nina Wright
Printed Name: NINA WRIGHT
Notary Public, State of: Nevada
My commission expires: 2/5/2023

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

This instrument was acknowledged before me on August 25, 2020, by **Nobuko Rathbun**, as **Manager and Member of SUNAGAWA LTD.**

(Notarial Seal)



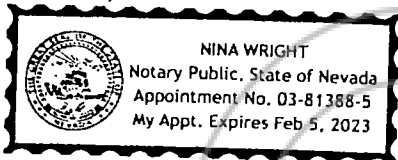
Nina Wright
Printed Name: NINA WRIGHT
Notary Public, State of: Nevada
My commission expires: 2/5/2023

BENEFICIARY (BANK) NOTARIZATION

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

This instrument was acknowledged before me on August 25, 2020, by **Brynn Nelson**, as **Officer of U.S. Bank National Association**.

(Notarial Seal)



Nina Wright
Printed Name: NINA WRIGHT
Notary Public, State of: Nevada
My commission expires: 2/5/2023

**EXHIBIT A TO AMENDMENT TO DEED OF TRUST
(Legal Description)**

Grantor/Trustor: SUNAGAWA LTD.

Trustee: U.S. Bank Trust Company, National Association

Beneficiary: U.S. Bank National Association

Legal Description of Land:

·ALL THAT CERTAIN PIECE OR PARCEL OF LAND SITUATE IN THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 13 NORTH, RANGE 20 EAST, M.D.B.&M., AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS SOUTH 63°25'00" EAST, 20.00 FEET ALONG THE NORTHERLY RIGHT-OF-WAY OF HIGHWAY 395, FROM THE SOUTHEAST CORNER OF PARCEL "C" AS SHOWN ON THE PARCEL MAP FOR KEITH AND MARTHA E. CORNFORTH AS RECORDED IN BOOK 874, PAGE 608, DOCUMENT NO. 74862, DOUGLAS COUNTY RECORDER'S OFFICE, THENCE THROUGH THE FOLLOWING COURSES:

1. NORTH 26°35'00" EAST, 207.11 FEET;
2. SOUTH 63°25'00" EAST, 84.03 FEET;
3. SOUTH 63°25'00" EAST, 10.40 FEET;
4. SOUTH 02°04'21" EAST, 236.02 FEET TO THE NORTHERLY RIGHT-OF-WAY OF HIGHWAY 395;
5. NORTH 63°25'00" WEST ALONG SAID RIGHT-OF-WAY, 208.02 FEET TO THE TRUE POINT OF BEGINNING.

SAID LAND FURTHER IMPOSED ON THAT CERTAIN RECORD OF SURVEY RECORDED OCTOBER 4, 2000 IN BOOK 1000 OF OFFICIAL RECORDS, AT PAGE 0499, AS DOCUMENT NO. 500747.

NOTE: THE ABOVE METES AND BOUNDS DESCRIPTION PREVIOUSLY APPEARED IN THAT CERTAIN DOCUMENT RECORDED OCTOBER 4, 2000 IN BOOK 1000, PAGE 507 AS INSTRUMENT NO. 500750 OF OFFICIAL RECORDS, DOUGLAS COUNTY, NEVADA.

APN: 1320-30-702-021

Also known as: 1677 US Highway 395 N, Minden, Nevada