

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

BMO Harris Bank, N.A. successor by merger
to Bank of the West

520 Main Avenue
Fargo, North Dakota 58124
Attention: Robin S. Oberg

A.P.N.: 1320-08-410-010

FIRST AMENDMENT TO DEED OF TRUST

THIS FIRST AMENDMENT TO DEED OF TRUST is dated June 1, 2023 (“First Amendment”), and is executed by FRED RAMIREZ, regarding that certain deed of trust dated December 14, 2021, which was executed by Fred Ramirez as Grantor in favor of Ticor Title of Nevada as Trustee and Bank of the West as Lender and Beneficiary and recorded in the Official Records of the Douglas County Recorder on December 16, 2021, as Instrument No. 2021-978491 (the “Deed of Trust”), regarding certain real property more particularly described in **Exhibit A** hereof, commonly known as 2225 Park Place, Minden, Douglas County, Nevada.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, said Deed of Trust is hereby amended to identify BOM HARRIS, N.A. SUCCESSOR BY MERGER TO BANK OF THE WEST, as the Lender and Beneficiary under the Deed of Trust and to make the following changes:

1. Certain Definitions on pages 14 through 16 of the Deed of Trust are amended as follows:
 - a. **Beneficiary.** The definition of “Beneficiary” is hereby deleted in its entirety and replaced with the following: *The word “Beneficiary” means BOM Harris Bank, N.A. successor by merger to Bank of the West.*
 - b. **Lender.** The definition of “Lender” is hereby deleted in its entirety and replaced with the following: *The word “Lender” means BOM Harris Bank, N.A. successor by merger to Bank of the West.*
 - c. **Note.** The definition of “Note” is hereby deleted in its entirety and replaced with the following definition for “Notes” in its place and stead; and the following definitions for “December 2021 Note” and “November 2021 Note” are hereby added to the Definitions in the Deed of Trust:

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Notes. The word "Notes" means the December 2021 Note and November 2021 Note.

December 2021 Note. The word "December 2021 Note" means the promissory note dated December 14, 2021, in the original principal amount of \$2,000,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

November 2021 Note. The word "November 2021 Note" means the promissory note dated November 19, 2021, in the original principal amount of \$1,000,000.00 from Grantor's company, D&L Company, LLC, a Nevada limited liability company ("D&L") to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

2. References to "Note" throughout the Deed of Trust are hereby deleted and replaced with the term "Notes," including without limitation, references set forth in the definition of "Indebtedness" and the last paragraph of page 2 of the Deed of Trust identifying obligations secured by the Deed of Trust. Additionally, the following cross-collateralization and cross-default provision is hereby added to the Miscellaneous Provisions on page 14 of the Deed of Trust:

Cross-collateralization, Cross-default. Grantor expressly agrees that D&L's payment and performance obligations under the November 2021 Note and Related Documents are secured and cross-collateralized with security interests granted by Grantor hereunder. In addition, Grantor agrees that a default under the November 2021 Note or Related Documents shall result in a default on the December 2021 Note, this Deed of Trust, and Related Documents; and understands that a default on the December 2021 Note, this Deed of Trust or Related Documents shall result in a default on the November 2021 Note and Related Documents.

3. With respect to the Due on Sale Clause on pages 4 and 5 of the Deed of Trust, no changes are made, however, Grantor acknowledges, understands, and agrees that Lender may declare immediately due and payable all sums secured by the Deed of Trust including, but not limited to, the unpaid balance of both Notes.

4. Except as provided in this First Amendment, the terms of the Deed of Trust remain unchanged and in full force and effect. Grantor hereby reaffirms the same.

IN WITNESS WHEREOF, Grantor has caused this First Amendment to Deed of Trust to be executed as of the day set forth below.

"Grantor"

By: 
FRED RAMIREZ

Date: 6-20-23

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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 NEVADA)
)
COUNTY OF DOUGLAS)

On June 20, 2023, before me, Rachel Rodriguez, a notary public, personally appeared **FRED RAMIREZ**, 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 Nevada that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Rachel Rodriguez (SEAL)

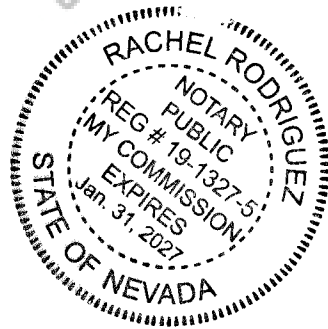


Exhibit A

LEGAL DESCRIPTION

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

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

PARCEL 1:

A Parcel of land located within a portion of the Southeast 1/4 of the Southwest 1/4 of Section 8, Township 13 North, Range 20 East, M.D.B.&M., Douglas County, Nevada, described as follows:

Commencing at the Northeast corner of MERIDIAN BUSINESS PARK PHASE 1, as recorded in Book 689, at Page 1931 as Document No. 204160, Douglas County, Nevada, Recorder's Office; thence South 00°00'01" East, 333.21 feet to THE POINT OF BEGINNING; thence continuing South 00°00'01" East, 119.06 feet; thence South 89°46'14" West, 346.84 feet; thence North 17°48'46" West, 119.57 feet; thence along the arc of a curve to the right, having a delta angle of 00°56'06", radius of 325.00 feet and an arc length of 5.30 feet; thence non-tangent to the preceding curve North 89°46'14" East, 385.00 feet to THE POINT OF BEGINNING.

Reference is made to Record of Survey No. 3, for Meridian Business Park filed for Record in the Office of County Recorder of Douglas County, State of Nevada, on January 10, 1990, in Book 190, Page 1664, Document No. 217917.

PARCEL 1A:

A Parcel of land located within a portion of the Southeast 1/4 of the Southwest 1/4 (SE 1/4 SW 1/4) of Section 8, Township 13 North, Range 20 East, M.D.B.&M., Douglas County, Nevada, described as follows:

Commencing at the Northeast corner of MERIDIAN BUSINESS PARK PHASE 1, as recorded in Book 689, at Page 1931 as Document No. 204160, Douglas County, Nevada Recorder's Office; thence South 00°00'01" East 452.27 feet to THE POINT OF BEGINNING; thence South 00°00'01" East 338.20 feet; thence South 89°46'14" West, 339.26 feet to a point on a curve and on the Easterly right-of-way of Park Place as shown on said MERIDIAN BUSINESS PARK plat; thence along said Easterly right-of-way along the arc of a curve to the left, non-tangent to the preceding course, having a delta angle of 38°21'26" radius of 445.85 feet, and an arc length of 298.48 feet; thence North 17°48'46" West, 47.61 feet; thence North 89°46'14" East, 346.84 feet to THE POINT OF BEGINNING.

Reference is made to Record of Survey No. 1, for Meridian Business Park filed for Record in the Office of County Recorder of Douglas County, State of Nevada, on September 29, 1989, in Book 989, Page 4001, Document No. 211963.

APN: 1320-08-410-010

Document No. 854800 is provided pursuant to the requirements of Section 6.NRS.111.312.