

**COURTESY RECORDING
NO TITLE LIABILITY**

The undersigned hereby affirms that this document, including any exhibits, hereby submitted for recording DOES NOT contain the social security number of a person or persons as required by law.

IKUMNV06
Tax Parcel No. 1220-04-501-012

Prepared by, recording requested by,
and after recording return to:

Hayley J. Carstens, Esq.
Kutak Rock LLP
The Omaha Building
1650 Farnam Street
Omaha, NE 68102

**MODIFICATION OF AMENDED AND RESTATED COMMERCIAL DEED OF TRUST,
SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING**

This **MODIFICATION OF AMENDED AND RESTATED COMMERCIAL DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING** (this "Modification") is made as of August 11, 2023, by **BLADOW PROPERTIES, LLC**, a Nevada limited liability company ("Grantor"), whose mailing address is 171 Saxony Rd, Ste 201, Encinitas, California 92024; and **LAKE FOREST BANK & TRUST COMPANY, N.A.**, a subsidiary of Wintrust Financial Corporation, whose mailing address is 727 North Bank Lane, Lake Forest, Illinois 60045, Attention: Wintrust Franchise Finance ("Wintrust"), in its capacity as administrative agent, for the Lenders and the other Secured Parties (as defined in the Credit Agreement defined below), including any successor agent under the Credit Agreement (hereinafter referred to as "Beneficiary").

RECITALS

A. Certain loan(s) (collectively, the "Loan") were made to Grantor, **EMERALD CASCADE RESTAURANT SYSTEMS, INC.**, a Nevada corporation, and **BLADOW NEVADA PROPERTIES, LLC**, a Nevada limited liability company (collectively, "Borrowers"), pursuant to that certain Amended and Restated Credit Agreement, dated as of December 15, 2016 (as amended, restated, supplemented, extended, renewed or otherwise modified prior to the date of this Modification, "the "Existing Credit Agreement").

B. The obligations pursuant to the Existing Credit Agreement are secured, in part, by the Amended and Restated Commercial Deed of Trust, Security Agreement, Assignment of Rents and Leases and Fixture Filing, dated effective as of December 15, 2016, executed by Grantor, as grantor, in favor of Beneficiary, and recorded in the real estate records of Douglas County, Nevada (the "Records Office") on December 22, 2016, as Document No. 2016-892493 (the "Security Instrument").

C. Borrowers, Beneficiary, and Lenders, concurrently herewith, entered into the Second Amended and Restated Credit Agreement, dated on or about the date hereof (the "Second Amended and Restated Credit Agreement"; and the Existing Credit Agreement, as amended pursuant to the Second Amended and Restated Credit Agreement, as the same may be further amended, restated, supplemented, extended, renewed or otherwise modified, the "Credit Agreement"), which amends and restates the Existing Credit Agreement as set forth therein. Capitalized words not defined in this Agreement shall have the meanings given them in the Credit Agreement.

D. Grantor and Beneficiary, on behalf of the Secured Parties, desire to modify and supplement the Security Instrument in connection with the execution and delivery of the Credit Agreement.

AGREEMENT:

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Beneficiary agree as follows:

1. Accuracy of Recitals. Grantor and Beneficiary acknowledge the accuracy of the Recitals and agree that the Recitals are a part of this Modification.

2. Notice of Loan Modification. Notice is hereby given that the Existing Credit Agreement and other loan documents have been amended, modified, and replaced pursuant to the Credit Agreement.

3. Modification. The Security Instrument is modified and supplemented as follows:

(a) References in the Security Instrument to the "Credit Agreement" are hereby deemed to refer to the Credit Agreement as defined in this Modification.

(b) The reference in the fourth "WHEREAS" statement in the Security Instrument as to the stated maximum principal amount is hereby replaced with \$14,714,426.92.

4. Entire Agreement. The Security Instrument, as modified by this Modification, remains in full force and effect and contains the entire understanding and agreement of the parties in respect of the Security Instrument and supersedes all prior representations, warranties, agreements and understandings. No provision of this Modification may be changed, discharged, supplemented, terminated or waived except in a writing signed by Beneficiary. The execution, delivery, recordation, terms and conditions of this Modification shall not subordinate or otherwise adversely affect the lien, encumbrance and priority of the Security Instrument.

5. Binding Effect. The Security Instrument, as modified by this Modification, shall be binding upon, and inure to the benefit of, Grantor and Beneficiary, and their respective successors and assigns.

6. Further Assurances. Grantor shall execute, acknowledge (as appropriate) and deliver to Beneficiary such additional agreements, documents and instruments as are reasonably required by Beneficiary to carry out the intent of this Modification.

7. Counterpart Execution. This Modification may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document. Signature pages may be detached from the counterparts and attached to a single copy of this Modification to physically form one document.

8. Governing Law. This Modification shall be governed by and construed in accordance with the same law as that governing the Security Instrument.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS INSTRUMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS INSTRUMENT ONLY BY ANOTHER WRITTEN AGREEMENT.

Executed and effective as of the date first set forth above.

BENEFICIARY:

LAKE FOREST BANK & TRUST COMPANY, N.A., a subsidiary of Wintrust Financial Corporation, as Administrative Agent and Lender

By: *Sandra McCraren*
Printed Name: Sandra McCraren
Title: Executive Vice President

ACKNOWLEDGMENT

STATE OF Illinois
COUNTY OF DuPage

This instrument was acknowledged before me on August 2nd, 2023, by Sandra McCraren, as Executive Vice President of LAKE FOREST BANK & TRUST COMPANY, N.A., a subsidiary of Wintrust Financial Corporation.

[Signature]

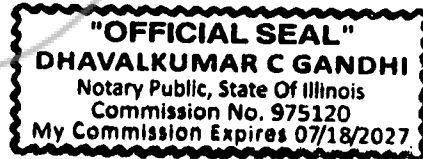
Notary Public

Printed Name: Dhavalkumar Gandhi

(Seal)

My Commission Expires:

7/18/2027



GRANTOR:

BLADOW PROPERTIES, LLC, a Nevada limited liability company

By: 
Printed Name: Michael O. Bladow
Title: Member-Manager

ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on _____, 2023, by Michael O. Bladow, as Member-Manager of **BLADOW PROPERTIES, LLC**, a Nevada limited liability company.

Notary Public

Printed Name: _____

(Seal)

My Commission Expires: _____

*see attached
CA acknowledgment*

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 San Diego)

On August 2, 2023 before me, Crystal Gonzales, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Michael O. Bladon
Name(s) of Signer(s)

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 [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document Tax Parcel 1220 - 04 - 501 - 012
Title or Type of Document: MOD of Amended & Restated comm. Deed of Trust
Document Date: August 2, 2023 Number of Pages: 2
Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s)
Signer's Name: Michael O. Bladon
[] Corporate Officer - Title(s):
[X] Partner - [X] Limited [] General
[] Individual [] Attorney in Fact
[] Trustee [] Guardian or Conservator
[] Other:
Signer Is Representing: Bladon Properties LLC

Signer's Name:
[] Corporate Officer - Title(s):
[] Partner - [] Limited [] General
[] Individual [] Attorney in Fact
[] Trustee [] Guardian or Conservator
[] Other:
Signer Is Representing:

**EXHIBIT A
LEGAL DESCRIPTION**

1345 Highway 395, Gardenville, Nevada

Real property in the City of Gardenville, County of Douglas, State of Nevada, described as follows:

PARCEL NO. 1

A PARCEL OF LAND LOCATED WITHIN A PORTION OF THE NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER (NW¼ NW¼) OF SECTION 4, TOWNSHIP 12 NORTH, RANGE 20 EAST, MOUNT DIABLO MERIDIAN, DOUGLAS COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT CENTERLINE STATION "A" 370+44.51 OF U.S. HIGHWAY 395 PER FOUND NEVADA DEPARTMENT OF TRANSPORTATION HIGHWAY RIGHT-OF-WAY BRASS CAP MONUMENTS;

THENCE ALONG SAID CENTERLINE SOUTH 51°04'00" EAST, PER DOCUMENT NO. 28058, 1403.69 FEET;

THENCE NORTH 38°56'00" EAST, A RIGHT ANGLE TO THE PRECEDING COURSE A DISTANCE OF 40.00 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF U.S. 395, SAID POINT FURTHER DESCRIBED AS THE SOUTHWESTERLY MOST CORNER OF THE PROPERTY CONVEYED TO WAYNE C. MATLEY ET UX RECORDED MAY 19, 1971 IN BOOK 87 OF OFFICIAL RECORDS AT PAGE 109, IN DOUGLAS COUNTY, NEVADA;

THENCE ALONG SAID RIGHT-OF-WAY LINE SOUTH 51°04'00" EAST, 50.00 FEET TO THE TRUE POINT OF BEGINNING.

THENCE NORTH 38°54'53" EAST, 190.00 FEET;

THENCE SOUTH 51°04'00" EAST, 166.85 FEET;

THENCE SOUTH 38°54'53" WEST, 190.00 FEET, TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 395;

THENCE ALONG SAID RIGHT-OF-WAY LINE NORTH 51°04'00" WEST, 166.85 FEET TO THE POINT OF BEGINNING.

NOTE: THE ABOVE METES AND BOUNDS DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN DOCUMENT RECORDED NOVEMBER 25, 2003 IN BOOK 1103, PAGE 11073 AS INSTRUMENT NO. 597781 OF OFFICIAL RECORDS.

PARCEL NO. 2

EASEMENTS AS SET FORTH IN COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS IN A DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS GRANT OF EASEMENTS RECORDED JANUARY 6, 1995, IN BOOK 195, PAGE 689 AS INSTRUMENT NO. 353867 OF OFFICIAL RECORDS.