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MIC1004305H

## TRUST DEED

2014-003130

Klamath County, Oregon

04/09/2014 03:32:56 PM

Fee: \$77.00

Famoso Cattle Co., Inc.

10560 Williamson River Road

Chiloquin, OR 97624

Grantor's Name and Address\*

Dolores M. Bettencourt, Trustee of the

Dolores M. Bettencourt 2012 Revocable

Trust, uad August 29, 2012 \*\*

Beneficiary's Name and Address\*

After recording, return to (Name and Address):

AmeriTitle

300 Klamath Avenue, PO Box 5017

Klamath Falls, OR 97601

\*ORS 205.234(1)(b) requires that the names and addresses of all grantors and beneficiaries appear on the first page of a recorded document. Use S-N Form No. 1256, Cover Sheet for Instrument to be Recorded, if you need additional space for that information.

SPACE RESERVED

FOR

RECORDER'S USE

\*\*2706 Vale Road, Klamath Falls, OR 97603

THIS TRUST DEED, made on

Famoso Cattle Co., Inc., a California Corporation,

AmeriTitle, 300 Klamath Avenue, Klamath Falls, OR 97601

Dolores M. Bettencourt, Trustee of the Dolores M. Bettencourt 2012 Revocable Trust,

uad August 29, 2012

as Beneficiary,

## WITNESSETH:

Grantor irrevocably grants, bargains, sells and conveys to trustee, in trust, with power of sale, the property in Klamath County, Oregon, described as:

See Exhibit A, subject to the matters shown on Exhibit B.

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in any way now or hereafter appertaining, and the rents, issues and profits thereof, and all fixtures now or hereafter attached to or used in connection with the property.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of Three Hundred Seventy-Five Thousand (\$375,000.00)

Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest, if not sooner paid, to be due and payable on May 1, 2024

The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of the note becomes due and payable. Should the grantor either agree to, attempt to, or actually sell, convey, or assign all (or any part) of the property, or all (or any part) of grantor's interest in it without first obtaining the written consent or approval of the beneficiary, then, at the beneficiary's option\*, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or herein, shall become immediately due and payable. The execution by grantor of an earnest money agreement\*\* does not constitute a sale, conveyance or assignment.

To protect the security of this trust deed, grantor agrees:

1. To protect, preserve and maintain the property in good condition and repair; not to remove or demolish any building or improvement thereon; and not to commit or permit any waste of the property.

2. To complete or restore promptly and in good and habitable condition any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor.

3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property; if the beneficiary so requests, to join in executing such financing statements pursuant to the Uniform Commercial Code as the beneficiary may require, and to pay for filing the same in the proper public office or offices, as well as the cost of all lien searches made by filing officers or searching agencies as may be deemed desirable by the beneficiary.

4. To provide and continuously maintain insurance on the buildings now or hereafter erected on the property against loss or damage by fire and other hazards, as the beneficiary may from time to time require, in an amount not less than \$ 260,000.00

..., written by one or more companies acceptable to the beneficiary, with loss payable to the latter. All policies of insurance shall be delivered to the beneficiary as soon as issued. If the grantor shall fail for any reason to procure any such insurance and to deliver the policies to the beneficiary at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed on the buildings, the beneficiary may procure the same at grantor's expense. The amount collected under any fire or other insurance policy may be applied by beneficiary upon any indebtedness secured hereby and in such order as beneficiary may determine, or at option of beneficiary the entire amount so collected, or any part thereof, may be released to grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

5. To keep the property free from construction liens and to pay all taxes, assessments and other charges that may be levied or assessed upon or against the property before any part of such taxes, assessments and other charges becomes past due or delinquent and promptly deliver receipts therefor to beneficiary. Should the grantor fail to make payment of any taxes, assessments, insurance premiums, liens or other charges payable by grantor, either by direct payment or by providing beneficiary with funds with which to make such payment, beneficiary may, at its option, make payment thereof, and the amount so paid, with interest at the rate set forth in the note secured hereby, together with the obligations described in paragraphs 6 and 7 of this trust deed, shall be added to and become a part of the debt secured by this trust deed, without waiver of any rights arising from breach of any of the covenants hereof. For such payments, with interest as aforesaid, the property hereinbefore described, as well as the grantor, shall be bound to the same extent that they are bound for the payment of the obligation herein described. All such payments shall be immediately due and payable without notice, and the nonpayment thereof shall, at the option of the beneficiary, render all sums secured by this trust deed immediately due and payable and shall constitute a breach of this trust deed.

6. To pay all costs, fees and expenses of this trust, including the cost of title search, as well as the other costs and expenses of the trustee incurred in connection with or in enforcing this obligation, and trustee and attorney fees actually incurred.

7. To appear in and defend any action or proceeding purporting to affect the security rights or powers of beneficiary or trustee; and in any suit, action or proceeding in which the beneficiary or trustee may appear, including any suit for the foreclosure of this deed or any suit or action related to this instrument, including but not limited to its validity and/or enforceability, to pay all costs and expenses, including evidence of title and the beneficiary's or trustee's attorney fees. The amount of attorney fees mentioned in this paragraph in all cases shall be fixed by the trial court, and in the event of an appeal from any judgment or decree of the trial court, grantor further agrees to pay such sum as the appellate court shall adjudge reasonable as the beneficiary's or trustee's attorney fees on such appeal.

It is mutually agreed that:

8. In the event that any portion or all of the property shall be taken under the right of eminent domain or condemnation, beneficiary shall have the right, if it so elects, to require that all or any portion of the monies payable as compensation for such taking which are in excess of the amount required to pay all reasonable costs, expenses and attorney fees necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary and applied by it first upon any reasonable costs and expenses and attorney fees, both in the trial and appellate courts, necessarily paid or incurred by beneficiary in such proceedings, and the balance applied upon the indebtedness secured hereby. Grantor agrees, at its own expense, to take such actions and execute such instruments as shall be necessary in obtaining such compensation promptly upon beneficiary's request.

(CONTINUED)

NOTE: The Trust Deed Act provides that the trustee hereunder must be either an attorney who is an active member of the Oregon State Bar, a bank, trust company or savings and loan association authorized to do business under the laws of Oregon or the United States, a title insurance company authorized to insure title to real property of this state, its subsidiaries, affiliates, agents or branches, the United States or any agency thereof, or an escrow agent licensed under ORS 696.505 to 696.585.

\*WARNING: 12 USC 1701j-3 regulates and may prohibit exercise of this option.

\*\*The publisher suggests that such an agreement address the issue of obtaining beneficiary's consent in complete detail.

77.00



9. At any time, and from time to time upon written request of beneficiary, payment of its fees and presentation of this deed and the note for endorsement (in case of full reconveyances, for cancellation), without affecting the liability of any person for the payment of the indebtedness, trustee may (a) consent to the making of any map or plat of the property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this deed or the lien or charge thereof; or (d) reconvey, without warranty, all or any part of the property. The grantee in any reconveyance may be described as the "person or persons legally entitled thereto," and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustee fees for any of the services mentioned in this paragraph shall be not less than \$5.

10. Upon any default by grantor hereunder, beneficiary may, at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the property or any part thereof, in its own name sue or otherwise collect the rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney fees, upon any indebtedness secured hereby, and in such order as beneficiary may determine.

11. The entering upon and taking possession of the property, the collection of such rents, issues and profits, or the proceeds of fire and other insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder, or invalidate any act done pursuant to such notice.

12. Upon default by grantor in payment of any indebtedness secured hereby or in grantor's performance of any agreement hereunder, time being of the essence with respect to such payment and/or performance, the beneficiary may declare all sums secured hereby immediately due and payable. In such event, the beneficiary may elect to proceed to foreclose this trust deed in equity as a mortgage or direct the trustee to foreclose this trust deed by advertisement and sale, or may direct the trustee to pursue any other right or remedy, either at law or in equity, which the beneficiary may have. In the event the beneficiary elects to foreclose by advertisement and sale, the beneficiary or the trustee shall execute and cause to be recorded a written notice of default and election to sell the property to satisfy the obligation secured hereby whereupon the trustee shall fix the time and place of sale, give notice thereof as then required by law and proceed to foreclose this trust deed in the manner provided in ORS 86.735 to 86.795.

13. After the trustee has commenced foreclosure by advertisement and sale, and at any time prior to 5 days before the date the trustee conducts the sale, the grantor or any other person so privileged by ORS 86.753 may cure the default or defaults. If the default consists of a failure to pay, when due, sums secured by the trust deed, the default may be cured by paying the entire amount due at the time of the cure other than such portion as would not then be due had no default occurred. Any other default that is capable of being cured may be cured by tendering the performance required under the obligation or trust deed. In any case, in addition to curing the default or defaults, the person effecting the cure shall pay to the beneficiary all costs and expenses actually incurred in enforcing the obligation of the trust deed, together with trustee and attorney fees not exceeding the amounts provided by law.

14. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale or the time to which the sale may be postponed as provided by law. The trustee may sell the property either in one parcel or in separate parcels and shall sell the parcel or parcels at auction to the highest bidder for cash, payable at the time of sale. Trustee shall deliver to the purchaser its deed in form as required by law conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters of fact shall be conclusive proof of the truthfulness thereof. Any person, excluding the trustee, but including the grantor and beneficiary, may purchase at the sale.

15. When trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of: (1) the expenses of sale, including the compensation of the trustee and a reasonable charge by trustee's attorney; (2) to the obligation secured by the trust deed; (3) to all persons having recorded liens subsequent to the interest of the trustee in the trust deed as their interests may appear in the order of their priority; and (4) the surplus, if any, to the grantor, or to any successor in interest entitled to such surplus.

16. Beneficiary may, from time to time, appoint a successor or successors to any trustee named herein or to any successor trustee appointed hereunder. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by beneficiary, which, when recorded in the mortgage records of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

17. Trustee accepts this trust when this deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which grantor, beneficiary or trustee shall be a party unless such action or proceeding is brought by trustee.

The grantor covenants to and agrees with the beneficiary and the beneficiary's successors in interest that the grantor is lawfully seized in fee simple of the real property and has a valid, unencumbered title thereto, except as may be set forth in any addendum or exhibit attached hereto, and that the grantor will warrant and forever defend the same against all persons whomsoever.

**WARNING:** Unless grantor provides beneficiary with evidence of insurance coverage as required by the contract or loan agreement between them, beneficiary may purchase insurance at grantor's expense to protect beneficiary's interest. This insurance may, but need not, also protect grantor's interest. If the collateral becomes damaged, the coverage purchased by beneficiary may not pay any claim made by or against grantor. Grantor may later cancel the coverage by providing evidence that grantor has obtained property coverage elsewhere. Grantor is responsible for the cost of any insurance coverage purchased by beneficiary, which cost may be added to grantor's contract or loan balance. If it is so added, the interest rate on the underlying contract or loan will apply to it. The effective date of coverage may be the date grantor's prior coverage lapsed or the date grantor failed to provide proof of coverage. The coverage beneficiary purchases may be considerably more expensive than insurance grantor might otherwise obtain alone and may not satisfy any need for property damage coverage or any mandatory liability insurance requirements imposed by applicable law.

The grantor warrants that the proceeds of the loan represented by the above described note and this trust deed are (choose one):\*

(a) ~~primarily for grantor's personal, family or household purposes (see Important Notice below)~~

(b) for an organization, or (even if grantor is a natural person) are for business or commercial purposes.

This deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, personal representatives, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the contract secured hereby, whether or not named as a beneficiary herein.

In construing this trust deed, it is understood that the grantor, trustee and/or beneficiary may each be more than one person; that if the context so requires, the singular shall be taken to mean and include the plural, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, the grantor has executed this instrument the day and year first written above.

**\*IMPORTANT NOTICE:** Delete, by lining out, whichever warranty (a) or (b) is inapplicable. If warranty (a) is applicable and the beneficiary is a creditor as such word is defined in the Truth-in-Lending Act and Regulation Z, the beneficiary **MUST** comply with the Act and Regulation by making required disclosures. If compliance with the Act is not required, disregard this notice.

*[Signature]* President  
*Cindy Thompson* Secretary

STATE OF OREGON, County of Klamath ) ss.

This instrument was acknowledged before me on \_\_\_\_\_,

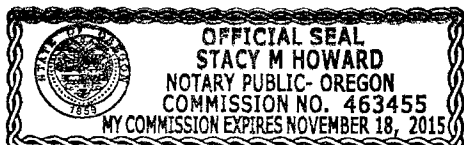
by \_\_\_\_\_,

This instrument was acknowledged before me on April 9, 2014,

by David Thompson & Cindy Thompson,

as President & Secretary

of Famoso Cattle Company, Inc. a California Corporation



*[Signature]*  
Notary Public for Oregon

My commission expires 11-18-15

**REQUEST FOR FULL RECONVEYANCE (To be used only when obligations have been paid.)**

TO: \_\_\_\_\_, Trustee

The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by the trust deed have been fully paid and satisfied. You hereby are directed, on payment to you of any sums owing to you under the terms of the trust deed or pursuant to statute, to cancel all evidences of indebtedness secured by the trust deed (which are delivered to you herewith together with the trust deed) and to reconvey, without warranty, to the parties designated by the terms of the trust deed, the estate now held by you under the same. Mail the reconveyance and documents to \_\_\_\_\_

DATED \_\_\_\_\_

**Do not lose or destroy this Trust Deed OR THE NOTE which it secures. Both should be delivered to the trustee for cancellation before reconveyance is made.**

\_\_\_\_\_  
Beneficiary

## **EXHIBIT A**

### **Legal Description**

The following described real property situated in Klamath County, Oregon:

Government Lot 4, E1/2 SW1/4, S1/2 SE1/4 and NW1/4 SE1/4 of Section 31, Township 38 South, Range 11 1/2 East of the Willamette Meridian.

Government Lots 1, 2, and 3 of Section 6, Township 39 South, Range 11 1/2 East of the Willamette Meridian.

A piece or parcel of land situated in the S1/2 NE1/4 of Section 6, Township 39 South, Range 11 1/2 East of the Willamette Meridian, and more particularly described as follows: Beginning at a point North 89° 50 1/2' West 613.6 feet from the Northeast corner of the SE1/4 NE1/4 of said Section 6; thence South 29° 10' West 269.4 feet; thence South 85° 39 1/2' West 606.2 feet; thence North 86° 05' West 569.7 feet; thence North 29° 38' West 278.9 feet; thence North 60° 10' West 8.4 feet to a point on the Northerly boundary of the S1/2 NE1/4 of said Section 6; thence South 89° 50 1/2' East 1449.4 feet, more or less, to the point of beginning.

A piece or parcel of land situated in Government Lot 4, Section 6, Township 39 South, Range 11 1/2 East of the Willamette Meridian, and more particularly described as follows: Beginning at the Northwesterly corner of said Government Lot 4; thence along the Northerly boundary of said Government Lot 4, South 89° 50 1/2' East 549.4 feet to the Northeasterly corner of said Government Lot 4; thence South 0° 08' West 511 feet; thence North 57° 25' West 651 feet to the Westerly boundary of said Government Lot 4; thence North 0° 07' East 161.9 feet, more or less, to the point of beginning.

#### **Excepting, however, the following described property:**

A piece or parcel of land situated in Government Lots 2 and 3, Section 6, Township 39 South, Range 11 1/2 East of the Willamette Meridian, and more particularly described as follows: Beginning at the Southwest corner of said Government Lot 3; thence South 89° 50 1/2' East 1831.5 feet along the Southerly boundaries of said Government Lots 2 and 3 to a point in the Southerly boundary of said Government Lot 2; thence North 60° 10' West 959.2 feet; thence North 75° 31' West 1031.2 feet to a point in the Westerly boundary of said Government Lot 3; thence along the Westerly boundary of said Government Lot 3, South 0° 08' West 730 feet, more or less, to the point of beginning.

**Also Excepting** a piece or parcel of land situated in Government Lot 1, Section 6, Township 39 South, Range 11 1/2 East of the Willamette Meridian, and more particularly described as follows:

Beginning at a point 30.3 feet West of the Southeast corner of said Government Lot 1, in the Westerly road right of way fence of the County road running Northerly along the Easterly boundary of said Government Lot 1; thence North  $0^{\circ} 09 \frac{1}{2}'$  East along said County Road right of way 866.9 feet; thence South  $46^{\circ} 44 \frac{1}{2}'$  West 295.3 feet thence South  $29^{\circ} 10'$  West 759.6 feet to the South boundary of said Government Lot 1; thence Easterly along said Southerly boundary of Government Lot 1, South  $89^{\circ} 50 \frac{1}{2}'$  East 583.3 feet, more or less, to the point of beginning.

## **EXHIBIT B**

### **Exceptions**

1. Taxes for the fiscal year 2013-2014 have been reduced by reason of the veteran's exemption on a portion of the Property identified as tax lot R-3911-V0000-02200-000.
2. The assessment roll and the tax roll disclose that the Property has been specially assessed as Farm Use Land. If the Property becomes disqualified for the special assessment under the statute, an additional tax may be levied; in addition thereto a penalty may be levied if notice of disqualification is not timely given.
3. Rights of the public in and to any portion of the Property lying within the limits of streets, roads or highways.
4. An easement created by instrument dated December 5, 1988 and recorded January 19, 1989 at volume M89, page 1092, Microfilm Records of Klamath County, Oregon.
5. A maintenance agreement dated December 5, 1988 and recorded January 19, 1989 at volume M89, page 1102, Microfilm Records of Klamath County, Oregon.
6. An easement created by instrument dated December 5, 1988 and recorded January 19, 1989 at volume M89, page 1110, Microfilm Records of Klamath County, Oregon.
7. An easement created by instrument dated December 5, 1988 and recorded January 19, 1989 at volume M89, page 1113, Microfilm Records of Klamath County, Oregon.
8. An easement created by instrument dated December 5, 1988 and recorded January 19, 1989 at volume M89, page 1117, Microfilm Records of Klamath County, Oregon.

**ADDENDUM TO TRUST DEED**

DATED as of:

April 9, 2014

AMONG:

FAMOSO CATTLE CO., INC.,  
a California corporation  
10560 Williamson River Road  
Chiloquin, OR 97624

**"GRANTOR"**

AND:

AMERITITLE  
300 Klamath Avenue  
PO Box 5017  
Klamath Falls, Oregon 97601

**"TRUSTEE"**

AND:

DOLORES M. BETTENCOURT,  
Trustee of the DOLORES M. BETTENCOURT 2012  
REVOCABLE TRUST, uad AUGUST 29, 2012  
2706 Vale Road  
Klamath Falls, Oregon 97603

**"BENEFICIARY"**

This Addendum to Trust Deed ("**Addendum**") hereby amends, supplements and modifies that certain Trust Deed, dated as of this same date, among Grantor, Trustee and Beneficiary affecting that certain real property in Klamath County, Oregon, and as more particularly described in the Trust Deed (the "**Property**"). This Addendum is hereby attached to and incorporated into and made part of the Trust Deed. In the event and to the extent of any inconsistency between the terms or conditions of this Addendum and the terms or conditions of the Trust Deed, the terms and conditions of this Addendum shall prevail. The Real Property Tax Account No(s). for the Property is/are R-3911-V0000-02200-000 and R-3811-V3100-01100-000.

The Trust Deed is hereby amended, supplemented and modified as follows:

1. Grantor shall not be deemed to be in default under this Trust Deed and Beneficiary may not take curative action at Grantor's expense unless and until: (i) Grantor fails to make any payment to Beneficiary required by the Note or this Trust Deed within seven (7) business days after written notice from Beneficiary to Grantor that the same is past due; or (ii) Grantor fails to take any other action required by this Trust Deed within thirty (30) days after written notice from Beneficiary that the same is past due and reasonably identifying such failure; provided, in the event Grantor's failure is of a nature that cure reasonably requires more than 30 days, Grantor shall not be deemed in default if Grantor undertakes such curative action within such 30-day period and diligently pursues the same to completion as soon as practical.

2. Grantor may protest tax assessments and the application of applicable law without such constituting a default provided Grantor makes reasonable provision for the payment and satisfaction of such taxes so assessed and Grantor complies with such applicable law after final resolution in the event and to the extent Grantor's contest or protest of such items is unsuccessful.

3. The parties agree that the value of any improvements existing on the Property on the date of this Trust Deed, other than the Newer Residence, as defined in that certain Earnest Money and Sale Agreement between the parties dated as of March 13, 2014, are negligible. Grantor shall not be required to maintain any insurance against loss of any existing improvements other than the Newer Residence or any property or improvements installed by Grantor upon the Property. All fire and casualty insurance policies shall have Grantor and Beneficiary as loss payees as their respective interests appear and, so long as Grantor is not in default beyond the period allowed for cure under this Trust Deed, the proceeds of any fire or other casualty insurance policy received by Beneficiary

with respect to the Property promptly shall be paid to Grantor for the restoration, repair or replacement of the damage that gave rise to the payment of such proceeds.

4. Grantor intends to develop the Property for agricultural and related uses, including residential use, and no lawful activity of Grantor in such preparatory or development work or subsequent operations shall be deemed waste or a violation of this Trust Deed. Grantor may repair, remove, demolish, rehabilitate, expand, remodel or replace any or all of the existing improvements on the Property in connection with Grantor's proposed development or use of the Property without being in default of this Trust Deed.

5. Wherever Beneficiary's approval, consent or satisfaction is required, such shall not be unreasonably withheld or delayed.

6. Any notice, request, demand or other communication required or permitted to be given hereunder shall be in writing, may be personally served, faxed (by machine that creates a written record of transmission and receipt) or sent by an internationally recognized overnight delivery or courier service or mailed by certified mail, and shall be deemed to have been given when delivered in person or by courier or overnight service or upon receipt of a fax or certified letter addressed to the party at the address stated in this deed. Any party may change its address for notices by written notice to the other.

7. Grantor may lease or rent all or any portion(s) of the property and may transfer its interest in the Property to a corporation, trust, partnership, limited liability company or other entity owned or controlled by or under common control with Grantor without Beneficiary's further consent. All other transfers of Grantor's ownership interest in the Property shall require Beneficiary's prior written consent, which shall not be unreasonably withheld or delayed.

8. Grantor obtained the Property from Beneficiary and Grantor's warranty of title under this Trust Deed shall extend only to matters (i) created by Grantor after the date of this deed and (ii) that have not been approved by Beneficiary. Grantor shall not be responsible for conditions of the Property, title exceptions or defects, liens or taxes or other matters (A) existing before Grantor acquired title to the Property or (B) that are otherwise caused or permitted by Beneficiary or persons acting through or under Beneficiary, or (C) that are the responsibility of Beneficiary or persons acting through or under Beneficiary pursuant to applicable law.

In the case of any conflict between these provisions and the printed provisions of the Trust Deed, these provisions shall control.

IN WITNESS WHEREOF, Grantor has executed this Addendum to Trust Deed.

*[Signatures on following page.]*

**GRANTOR:**

**FAMOSO CATTLE CO., INC.,**  
a California corporation

By: [Signature] Cindy Thompson

Name: DAVID THOMPSON Cindy Thompson

Title: President Secretary

**BENEFICIARY:**

Dolores M. Bettencourt Trustee

Dolores M. Bettencourt, Trustee of the Dolores  
M. Bettencourt 2012 Revocable Trust, uad  
August 29, 2012

STATE OF OREGON           )  
  )ss.  
County of Klamath        )

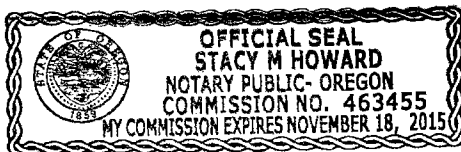
This instrument was acknowledged before me on April 9, 2014, by  
David Thompson & Cindy Thompson as President & Secretary of Famoso Cattle Co., Inc., a  
California corporation.



[Signature]  
Notary Public for Oregon  
My commission expires: 11-18-15

STATE OF OREGON           )  
  )ss.  
County of Klamath        )

This instrument was acknowledged before me on April 7, 2014, by Dolores  
M. Bettencourt, Trustee of the Dolores M. Bettencourt 2012 Revocable Trust, uad August 29,  
2012.



[Signature]  
Notary Public for Oregon  
My commission expires: 11-18-15