

2017-005478

Klamath County, Oregon

05/18/2017 11:49:01 AM

Fee: \$137.00

**THIS INSTRUMENT PREPARED BY
AND WHEN RECORDED, RETURN
TO:**

Nelson Mullins Riley & Scarborough LLP
Atlantic Station
201 17th Street NW, Suite 1700
Atlanta, Georgia 30363
Attn: Rusty A. Fleming, Esq.

First American Title- NCS-824684-51

DOCUMENT TITLE:	LINE OF CREDIT INSTRUMENT - DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF RENTS, INCOME AND PROCEEDS AND FIXTURE FILING
BORROWER: (Last name first)	COLVIN OIL I, LLC 2520 Foothill Blvd. Grants Pass, Oregon 97526
BORROWER'S ORGANIZATIONAL NO.:	128035599
TRUSTEE:	FIRST AMERICAN TITLE INSURANCE COMPANY 200 SW Market Street, Suite 250 Portland, OR 97201
LENDER:	CITIZENS BANK, NATIONAL ASSOCIATION, as Administrative Agent 28 State Street Boston, Massachusetts 02109 Attn: Loan Administration
MATURITY DATE:	May 2, 2024
INITIAL LOAN AMOUNT:	\$74,000,000.00
PREMISES ADDRESS:	2123 Oregon Avenue, Klamath Falls, Klamath County, Oregon 97601
ASSESSOR'S TAX PARCEL ID NO.:	R211979 AND P890052

**THIS DOCUMENT CONSTITUTES A FIXTURE FILING IN ACCORDANCE WITH THE
UNIFORM COMMERCIAL CODE AS ADOPTED IN THE STATE OF OREGON.**

**THIS INSTRUMENT IS A TRUST DEED, AS THAT TERM IS USED IN ORS 86.705-815, AND
OTHER APPLICABLE PROVISIONS OF OREGON LAW.**

**THE MAXIMUM PRINCIPAL AMOUNT TO BE ADVANCED UNDER THE CREDIT
AGREEMENT IS \$74,000,000.00 AND THE MATURITY DATE, EXCLUSIVE OF ANY OPTION
TO RENEW OR EXTEND THE MATURITY DATE, IS MAY 2, 2024.**

**THE MAXIMUM PRINCIPAL AMOUNT TO BE ADVANCED UNDER THE CREDIT
AGREEMENT SECURED BY THIS LINE OF CREDIT INSTRUMENT MAY BE EXCEEDED
BY ADVANCES TO COMPLETE CONSTRUCTION UNDER ORS 86.155(2)(C).**

**LINE OF CREDIT INSTRUMENT - DEED OF TRUST, SECURITY
AGREEMENT, ASSIGNMENT OF RENTS, INCOME AND PROCEEDS AND FIXTURE
FILING**

THIS LINE OF CREDIT INSTRUMENT - DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF RENTS, INCOME AND PROCEEDS AND FIXTURE FILING (herein called this "Deed of Trust") dated as of May 2, 2017, is executed by **COLVIN OIL I, LLC**, an Oregon limited liability company, as the grantor as that term is defined by ORS 86.705(4) (herein, together with its successors and assigns, called "Trustor"), with a mailing address at 2520 Foothill Blvd., Grants Pass, Oregon 97526, to **FIRST AMERICAN TITLE INSURANCE COMPANY**, with a mailing address of 200 SW Market Street, Suite 250, Portland, Oregon 97201, as the trustee (herein, together with its successors and assigns, called "Trustee"), for the benefit of **CITIZENS BANK, NATIONAL ASSOCIATION** in its capacity as Administrative Agent (as defined in the Credit Agreement referred to below) for the Lenders which are parties from time to time to the Credit Agreement (herein, together with its successors and assigns, called "Beneficiary"), with a mailing address at 28 State Street, Boston, Massachusetts 02109, Attn: Loan Administration (the Lenders, the Administrative Agent, and certain other Persons parties to Related Credit Arrangements as more particularly described in the Credit Agreement, collectively referred to as the "Secured Parties").

RECITALS:

WHEREAS, Trustor, as a borrower, has entered into that certain Credit Agreement dated as of even date herewith among the Trustor, Colvin Oil II, Inc., a Oregon corporation, Colvin Oil III, LLC, an Oregon limited liability company, Colvin Transport, Inc., an Oregon corporation (collectively, the "Borrower"), the Lenders from time to time a party thereto and the Beneficiary (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"; capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement);

WHEREAS, the Trustor is the owner of the fee simple interest in the real property described on Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, the Trustor is required to execute and deliver this Deed of Trust pursuant to the Credit Agreement.

W I T N E S S E T H:

The Trustor, in consideration of the indebtedness herein recited and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants, conveys, mortgages, bargains, sells, transfers and assigns to Trustee, in trust, for the benefit of Beneficiary or to Beneficiary as expressly set forth below, and for the purpose and upon the terms and conditions hereinafter set forth, with power of sale and right of entry and possession, a continuing security interest in and to, and lien upon, all of the Trustor's right, title and interest in and to the following described land, real property interests, buildings, improvements, fixtures and other collateral:

(a) All that tract or parcel of land and other real property interests in Klamath County, Oregon, as more particularly described in Exhibit A attached hereto and made a part hereof (the "Land"), and all of the Trustor's right, title and interest in and to rights appurtenant thereto, including easement rights; and

(b) All buildings and improvements of every kind and description now or hereafter erected or placed on the Land (the "Improvements") and all materials intended for construction, reconstruction, alteration and repair of such Improvements now or hereafter erected thereon, all of which materials shall be deemed to be included within the premises hereby conveyed immediately upon the delivery thereof to the aforesaid Land, and all fixtures now or hereafter owned by the Trustor and located on or attached to and used in connection with the aforesaid Land and Improvements (collectively, the "Fixtures"), and all articles of personal property now or hereafter owned by the Trustor and attached to or contained in and used in connection with the aforesaid Land and Improvements (including, but not limited to, all furniture, furnishings, apparatus, machinery, equipment, motors, elevators, fittings, radiators, ranges, refrigerators, awnings, shades, screens, blinds, carpeting, office equipment and other furnishings, and all plumbing, heating, lighting, cooking, laundry, ventilating, refrigerating, incinerating, air conditioning and sprinkler equipment and fixtures and appurtenances thereto), and all renewals or replacements thereof or articles in substitution thereof, whether or not the same are or shall be attached to the Land and Improvements in any manner (the "Tangible Personalty") and all proceeds of the Tangible Personalty, and all appurtenances to the Land (the "Appurtenances") and all proceeds and products of the Land, including casualty and condemnation proceeds (collectively, the "Proceeds") (hereinafter, the Land, the Improvements, the Fixtures, the Tangible Personalty, the Appurtenances and the Proceeds may be collectively referred to as the "Premises").

TO HAVE AND HOLD the same, together with all privileges, hereditaments, easements and appurtenances thereunto belonging, subject to the Permitted Liens (as defined in the Credit Agreement), to the Trustee and the Trustee's successors and assigns to secure the Indebtedness (hereinafter defined) and other obligations herein recited; provided that, should (a) the Indebtedness secured hereby be paid in full after all Commitments have expired or terminated and should the Trustor fully discharge its obligations secured hereby and satisfy the obligations in full or (b) the conditions set forth in the Credit Agreement for the release of this Deed of Trust be fully satisfied, the lien and security interest of this Deed of Trust shall cease, terminate and be void and the Beneficiary shall promptly cause a release of this Deed of Trust to be filed in the appropriate office; and until such obligations are fully satisfied, it shall remain in full force and effect.

And, as additional security for the Indebtedness, the Trustor hereby irrevocably assigns to the Beneficiary all the security deposits, rents, issues, profits and revenues of the Premises from time to time accruing (the "Rents and Profits") which assignment constitutes a present, absolute and unconditional assignment and not an assignment for additional security only. Notwithstanding the foregoing, so long as no Event of Default (as defined in the Credit Agreement) shall exist, the Trustor shall have a license (which license shall terminate

automatically and without notice upon the occurrence and during the continuance of an Event of Default, subject to any applicable notice and cure period) to collect, but not prior to accrual, all Rents and Profits. In the event, however, that the Trustor shall cure any such Event of Default, then the license granted under this paragraph shall be reinstated unless and until another Event of Default occurs, at which time the license shall again terminate.

As additional collateral and further security for the Indebtedness, the Trustor does hereby assign to the Beneficiary and grants to the Beneficiary a security interest in all of the right, title and the interest of the Trustor in and to any and all insurance policies and proceeds thereof and any and all leases (including equipment leases), rental agreements, management contracts, construction contracts, architects' contracts, technical services agreements, or other contracts, licenses and permits to the extent now or hereafter relating solely to the Premises (the "Intangible Personalty") or any part thereof, and the Trustor agrees to execute and deliver to the Beneficiary such additional instruments, in form and substance reasonably satisfactory to the Beneficiary, as may hereafter be reasonably requested by the Beneficiary to evidence and confirm said assignment; provided, however, that acceptance of any such assignment shall not be construed as a consent by the Beneficiary to any lease, rental agreement, management contract, franchise agreement, construction contract, technical services agreement or other contract, license or permit, or to impose upon the Beneficiary any obligation with respect thereto. Notwithstanding the foregoing provisions, such assignment and grant of security interest contained herein shall not extend to, and the Intangible Personalty shall not include, any personalty which is now or hereafter held by the Trustor as licensee, lessee or otherwise, to the extent that such personalty is not assignable or capable of being encumbered as a matter of law or under the terms of the license, lease or other agreement applicable thereto (but solely to the extent that any such restriction shall be enforceable under applicable law); provided, however, that the foregoing assignment and grant of security interest shall extend to, and the Intangible Personalty shall include, any and all proceeds of such personalty to the extent that the assignment or encumbering of such proceeds is not so restricted under the terms of the license, lease or other agreement applicable thereto.

All the Tangible Personalty which comprises a part of the Premises shall, as far as permitted by law, be deemed to be affixed to the aforesaid Land and conveyed therewith. The Trustor hereby grants a security interest in (a) the balance of the Tangible Personalty, (b) the Fixtures, (c) the Rents and Profits and (d) the Intangible Personalty, and this Deed of Trust shall be considered to be a security agreement which creates a security interest in such items for the benefit of the Beneficiary. In that regard, the Trustor grants to the Beneficiary all of the rights and remedies of a secured party under the laws of the state in which the Premises are located.

The Trustor, the Trustee and the Beneficiary covenant, represent and agree as follows:

ARTICLE I

Indebtedness Secured

1.1 Indebtedness. Beneficiary and the Lenders have established SEVENTY-FOUR MILLION AND NO/100 DOLLARS (\$74,000,000.00) in senior secured credit facilities in favor of the Borrower pursuant to the terms of the Credit Agreement, which senior secured credit

facilities mature on May 2, 2024. This Deed of Trust is given to secure the payment and performance by the Trustor and the other Loan Parties of (a) all Obligations (other than obligations under the Environmental Indemnity), (b) all obligations under Related Credit Arrangements, and (c) all obligations and liabilities incurred in connection with the collection and enforcement of the foregoing (all of which whether now existing or hereafter arising, collectively, the “Indebtedness”).

1.2 Future Advances. This Deed of Trust is given to secure the Indebtedness together with each advance of any Loan or any other extension of credit, any renewals or extensions or modifications thereof upon the same or different terms or at the same or different rate of interest and also to secure all future advances and readvances or other extensions of credit that may subsequently be made to the Trustor or any other Loan Party by the Lenders.

ARTICLE II

Trustor’s Covenants, Representations and Agreements

2.1 Title to Property. The Trustor represents and warrants to the Beneficiary (a) that it is seized of the Land and the Improvements and has indefeasible fee simple title to the Land and the Improvements and has the right to encumber and convey the same, and title to such Land and Improvements is free and clear of all liens and encumbrances except for Permitted Liens, (b) that it is the owner of the Tangible Personalty free and clear of all liens and encumbrances except for the Permitted Liens and (c) that it will warrant and defend the title to such property except for Permitted Liens against the claims of all Persons. As to the balance of the Premises, the Rents and Profits and the Intangible Personalty, the Trustor represents and warrants that it will defend such property against the claims of all Persons subject to the Permitted Liens.

2.2 Additional Documents. The Trustor agrees to execute and deliver to the Beneficiary, concurrently with the execution of this Deed of Trust and upon the reasonable request of the Beneficiary from time to time hereafter, all financing statements and other documents reasonably required to perfect and maintain the security interest created hereby. The Trustor hereby authorizes the Beneficiary to prepare and file such financing statements, fixture filings, renewals thereof, amendments thereof, supplements thereto and other instruments as the Beneficiary may from time to time deem necessary or appropriate in order to perfect and maintain the security interests granted hereby in accordance with the Uniform Commercial Code as adopted and as in effect in the state in which the Land is located (the “UCC”).

2.3 Insurance Proceeds. The Trustor assigns to the Beneficiary any proceeds which may become due by reason of any material loss, damage to or destruction of the Premises to which the Trustor is entitled. Notwithstanding the foregoing, subject to the provisions of the Credit Agreement, provided no Event of Default has occurred and is continuing beyond the applicable notice and cure period, the Trustor shall have the right to collect any insurance proceeds and to apply such proceeds to the restoration of the Premises. To the extent such proceeds are applied to the repayment of the balance due under the Loan Documents, if such proceeds exceed the balance due under the Obligations, any such excess shall be repaid to the Trustor.

2.4 Eminent Domain. Subject to the provisions of the Credit Agreement, the Trustor assigns to the Beneficiary any proceeds or awards which may become due by reason of any condemnation or other taking for public use of the whole or any part of the Premises or any rights appurtenant thereto to which the Trustor is entitled, and such proceeds or awards shall be applied in the same manner the insurance proceeds are applied as set forth herein and in the Credit Agreement. If such proceeds exceed the balance due under the Obligations, any such excess shall be repaid to the Trustor. The Trustor agrees to execute such further assignments and agreements as may be reasonably required by the Beneficiary to assure the effectiveness of this Section. In the event any Governmental Authority shall require or commence any proceedings for the demolition of any buildings or structures comprising a part of the Premises, or shall commence any proceedings to condemn or otherwise take pursuant to the power of eminent domain a material portion of the Premises, the Trustor shall promptly notify the Beneficiary of such requirements or commencement of proceeding (for demolition, condemnation or other taking). Notwithstanding the foregoing, subject to the provisions of the Credit Agreement, provided no Event of Default has occurred and is continuing beyond the applicable notice and cure period, the Trustor shall have the right to collect and retain any such proceeds or awards.

2.5 Releases and Waivers. The Trustor agrees that no release by the Beneficiary of any portion of the Premises, the Rents and Profits or the Intangible Personalty, no subordination of lien, no forbearance on the part of the Beneficiary to collect on any Loan, or any part thereof, no waiver of any right granted or remedy available to the Beneficiary and no action taken or not taken by the Beneficiary shall, except to the extent expressly released, in any way have the effect of releasing the Trustor from full responsibility to the Beneficiary for the complete discharge of each and every of the Trustor's obligations hereunder.

2.6 Security Agreement.

(a) This Deed of Trust is hereby made and declared to be a security agreement, encumbering each and every item of Fixtures, Tangible Personalty and Intangible Personalty. In furtherance thereof, in order to secure the payment of the Indebtedness, the Trustor hereby grants to the Beneficiary a security interest in all of the Trustor's right, title and interest in all Fixtures, Tangible Personalty and Intangible Personalty in compliance with the provisions of the UCC. The Trustor hereby authorizes the Beneficiary to file financing statements in any jurisdiction and with any filing office that the Beneficiary may determine, in its sole discretion, is necessary or advisable to perfect the security interests granted herein. Such financing statements may describe or indicate the collateral to the extent a security interest therein is granted hereby, including without limitation the description "All goods of the Debtor that are or are to become fixtures located on the Land, whether now owned or hereafter acquired by Debtor and whether now or hereafter located on the Land" or words of similar import. To the extent permitted by applicable law, the remedies for any violation of the covenants, terms and condition of the security agreement herein contained shall be (i) as prescribed herein, (ii) as prescribed by general law or (iii) as prescribed by the specific statutory consequences now or hereafter enacted and specified under the UCC, all at the Beneficiary's sole election. The Trustor and the Beneficiary agree that the filing of such financing statement(s) in the records normally having to do with personal property shall never be construed as in anywise derogating from or impairing this

declaration and hereby stated intention of the Trustor and the Beneficiary that everything used in connection with the production of income from the Premises or adapted for use therein or which is described or reflected in this Deed of Trust is, and at all times and for all purposes and in all proceedings both legal or equitable shall be, regarded as part of the real estate irrespective of whether (A) any such item is physically attached to the improvements, (B) serial numbers are used for the better identification of certain items capable of being thus identified in a recital contained herein, or (C) any such item is referred to or reflected in any such financing statement(s) so filed at any time. Similarly, the mention in any such financing statement(s) of the rights in and to (x) the proceeds of any fire or hazard insurance policy or (y) any award in eminent domain proceedings for a taking or for loss of value or (z) the Trustor's interest as lessor in any present or future lease or rights to income growing out of the use or occupancy of the Premises, whether pursuant to lease or otherwise, shall never be construed as in anywise altering any of the rights of the Trustor or the Beneficiary as determined by this instrument or impugning the priority of the Beneficiary's lien granted hereby or by any other recorded document, but such mention in such financing statement(s) is declared to be for the protection of the Beneficiary in the event any court shall at any time hold with respect to the foregoing (x) or (y) or (z), that notice of the Beneficiary's priority of interest to be effective against a particular class of persons, must be filed in the UCC records, provided, if there is a conflict between the terms of this paragraph and the terms of the Credit Agreement, the Credit Agreement shall govern.

(b) The Trustor warrants that the name and address of the "Debtor" (which is the Trustor), are as set forth in the preamble to this Deed of Trust; and a statement indicating the types, or describing the items, of collateral is set forth hereinabove. The Trustor warrants that the Trustor's exact legal name is correctly set forth in the preamble of this Deed of Trust. The name and address of the Beneficiary, as "Secured Party," is as set forth in the preamble to this Deed of Trust.

ARTICLE III

Events of Default

An Event of Default shall exist under the terms of this Deed of Trust upon the occurrence and during the continuance of an Event of Default beyond the applicable notice and cure period under the terms of the Credit Agreement.

ARTICLE IV

Foreclosure

4.1 Acceleration of Secured Indebtedness; Foreclosure. Upon the occurrence and during the continuance of an Event of Default, beyond the applicable notice and cure period, the Indebtedness and any other obligations due under the Loan Documents, including all accrued interest, may be accelerated by the Beneficiary in accordance with the terms of the Credit Agreement. Upon such acceleration, the Beneficiary may do any of the following:

(a) Give such notice of default and of election to cause the Premises (together with the Rents and Profits, Intangible Property and all other property subject to this Deed of Trust) to be sold as may be required by law or as may be necessary to cause the Trustee to exercise the power of sale granted herein. The Trustee shall then record and give such notice of trustee's sale as then required by law and, after the expiration of such time as may be required by law, may sell the property subject to this Deed of Trust at the time and place specified in the notice of sale, as a whole or in separate parcels as directed by the Beneficiary, or by the Trustor to the extent required by law, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale, all in accordance with applicable law. The Trustee, from time to time, may postpone or continue the sale of all or any portion of the property subject to this Deed of Trust by public declaration at the time and place last appointed for the sale. No other notice of the postponed sale shall be required except as required by applicable law. Upon any sale, the Trustee shall deliver its deed conveying the property sold, without any covenant or warranty, express or implied, to the purchaser or purchasers at the sale. The recitals in such deed of any matters or facts shall be conclusive as to the accuracy thereof. Any person, including the Trustor, the Trustee or the Beneficiary, may purchase at the sale.

(b) Commence proceedings for foreclosure of this Deed of Trust in the manner provided by law for the foreclosure of a real property mortgage or deed of trust.

4.2 Proceeds of Sale. The proceeds of any foreclosure sale of the Premises, or any part thereof, will be distributed and applied in accordance with the terms and conditions of the Credit Agreement (subject to any applicable provisions of applicable law).

4.3 Fees. If a foreclosure proceeding is commenced by the Trustee but terminated prior to its completion, the Trustee shall be entitled to a reasonable fee in accordance with applicable law.

ARTICLE V

Additional Rights and Remedies of the Beneficiary

5.1 Rights Upon an Event of Default. Upon the occurrence and during the continuance of an Event of Default beyond the applicable notice and cure period, the Beneficiary, immediately and without additional notice and without liability therefor to the Trustor, except for gross negligence, willful misconduct or unlawful conduct as determined by a court of competent jurisdiction by final and nonappealable judgment, may do or cause to be done any or all of the following to the extent permitted by applicable law: (a) exercise its right to collect the Rents and Profits; (b) enter into contracts for the completion, repair and maintenance of the Improvements thereon; (c) expend Loan funds and any rents, income and profits derived from the Premises for the payment of any taxes, insurance premiums, assessments and charges for completion, repair and maintenance of the Improvements, preservation of the lien of this Deed of Trust and satisfaction and fulfillment of any liabilities or obligations of the Trustor arising out of or in any way connected with the Premises whether or not such liabilities and obligations in any way affect, or may affect, the lien of this Deed of Trust; (d) take such steps to protect and enforce the specific performance of any covenant, condition or agreement in this

Deed of Trust, the Credit Agreement or the other Loan Documents, or to aid the execution of any power herein granted; and (e) generally, supervise, manage, and contract with reference to the Premises as if the Beneficiary were equitable owner of the Premises. Any amounts expended by the Beneficiary pursuant to this Section 5.1, together with interest thereon at the Default Rate, shall be secured hereby. The Trustor also agrees that any of the foregoing rights and remedies of the Beneficiary may be exercised at any time during the continuance of an Event of Default, beyond the applicable notice and cure period, independently of the exercise of any other such rights and remedies, and the Beneficiary may continue to exercise any or all such rights and remedies until the Event(s) of Default are cured, until foreclosure and the conveyance of the Premises to the high bidder or until the Credit Agreement is no longer in effect or the Indebtedness is otherwise satisfied or paid in full, whichever occurs first.

5.2 Appointment of Receiver. Upon the occurrence and during the continuance of an Event of Default, beyond the applicable notice and cure period, the Beneficiary shall be entitled, without additional notice and without regard to the adequacy of any security for the Indebtedness secured hereby, whether the same shall then be occupied as a homestead or not, or the solvency of any party bound for its payment, to make application for the appointment of a receiver to take possession of and to operate the Premises, and to collect the rents, issues, profits, and income thereof, all expenses of which shall be added to the Indebtedness and secured hereby. The receiver shall have all the rights and powers provided for under the laws of the state in which the Premises are located, including without limitation, the power to execute leases, and the power to collect the rents, sales proceeds, issues, profits and proceeds of the Premises during the pendency of such foreclosure suit, as well as during any further times when the Trustor, its successors or assigns, except for the intervention of such receiver, would be entitled to collect such rents, sales proceeds, issues, proceeds and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Premises during the whole of said period. All costs and expenses (including receiver's fees, reasonable attorneys' fees and costs incurred in connection with the appointment of a receiver) shall be secured by this Deed of Trust. Notwithstanding the appointment of any receiver, trustee or other custodian, the Beneficiary shall be entitled to retain possession and control of any cash or other instruments at the time held by or payable or deliverable under the terms of this Deed of Trust to the Beneficiary to the fullest extent permitted by law.

5.3 Waivers. No waiver of any Event of Default shall at any time thereafter be held to be a waiver of any rights of the Beneficiary stated anywhere in this Deed of Trust, the Credit Agreement or any of the other Loan Documents, nor shall any waiver of a prior Event of Default operate to waive any subsequent Event(s) of Default. All remedies provided in this Deed of Trust, the Credit Agreement or any of the other Loan Documents are cumulative and may, at the election of the Beneficiary, be exercised alternatively, successively, or in any manner and are in addition to any other rights provided by law.

5.4 Delivery of Possession After Foreclosure. In the event there is a foreclosure sale hereunder and at the time of such sale, the Trustor or the Trustor's heirs, devisees, representatives, successors or assigns are occupying or using the Premises, or any part thereof, each and all immediately shall become the tenant of the purchaser at such sale, which tenancy shall be a tenancy from day to day, terminable at the will of either landlord or tenant, at a reasonable rental

per day based upon the value of the property occupied, such rental to be due daily to the purchaser; and to the extent permitted by applicable law, the purchaser at such sale, notwithstanding any language herein apparently to the contrary, shall have the sole option to demand possession immediately following the sale or to permit such occupants to remain as tenants at will. In the event the tenant fails to surrender possession of said property upon demand, the purchaser shall be entitled to institute and maintain a summary action for possession of the property (such as an action for forcible detainer) in any court having jurisdiction.

5.5 Marshalling. The Trustor hereby waives, in the event of foreclosure of this Deed of Trust or the enforcement by the Beneficiary of any other rights and remedies hereunder, any right otherwise available in respect to marshalling of assets which secure any Loan and any other indebtedness secured hereby or to require the Beneficiary to pursue its remedies against any other such assets.

5.6 Protection of Premises. If the Trustor fails to perform the covenants and agreements contained in this Deed of Trust, the Credit Agreement or any of the other Loan Documents, and such failure continues beyond any applicable grace, notice and cure periods, except in the case of an emergency in which event the Beneficiary may act immediately, then the Beneficiary may take such actions, including, but not limited to, disbursements of such sums, as the Beneficiary in its sole reasonable discretion deems necessary to protect the Beneficiary's interest in the Premises.

ARTICLE VI

General Conditions

6.1 Substitution of Trustee. If, for any reason, the Beneficiary shall elect to substitute for the Trustee herein named (or for any successor to said Trustee), the Beneficiary shall have the right to appoint successor Trustee(s) by duly acknowledged written instruments, and each new Trustee immediately upon recordation of the instrument so appointing him shall become successor in title to the Premises for the uses and purposes of this Deed of Trust, with all the powers, duties and obligations conferred on the Trustee in the same manner and to the same effect as though he were named herein as the Trustee. If more than one Trustee has been appointed, each of such Trustees and each successor thereto shall be and hereby is empowered to act independently.

6.2 Terms. The singular used herein shall be deemed to include the plural; the masculine deemed to include the feminine and neuter; and the named parties deemed to include their heirs, successors and permitted assigns. The term "Beneficiary" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

6.3 Notices. The method and effectiveness of delivery of all notices, requests and other communications which relate to this Deed of Trust shall be governed by the terms of the Credit Agreement.

6.4 Severability. If any provision of this Deed of Trust is determined to be illegal, invalid or unenforceable, such provision shall be fully severable and the remaining provisions shall remain in full force and effect and shall be construed without giving effect to the illegal, invalid or unenforceable provisions.

6.5 Headings. The captions and headings herein are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of this Deed of Trust nor the intent of any provision hereof.

6.6 Conflicting Terms. In the event the terms and conditions of this Deed of Trust conflict with the terms and conditions of the Credit Agreement, the terms and conditions of the Credit Agreement shall control and supersede the provisions of this Deed of Trust with respect to such conflicts.

6.7 Governing Law. This Deed of Trust shall be governed by and construed in accordance with Oregon law.

6.8 Application of the Foreclosure Law. If any provision in this Deed of Trust shall be inconsistent with any provision of the foreclosure laws of the state in which the Premises are located, the provisions of such laws shall take precedence over the provisions of this Deed of Trust, but shall not invalidate or render unenforceable any other provision of this Deed of Trust that can be construed in a manner consistent with such laws.

6.9 WRITTEN AGREEMENT.

(a) THE RIGHTS AND OBLIGATIONS OF THE TRUSTOR AND THE BENEFICIARY SHALL BE DETERMINED SOLELY FROM THIS WRITTEN DEED OF TRUST AND THE OTHER LOAN DOCUMENTS, AND ANY PRIOR ORAL OR WRITTEN AGREEMENTS BETWEEN THE BENEFICIARY AND THE TRUSTOR CONCERNING THE SUBJECT MATTER HEREOF AND OF THE OTHER LOAN DOCUMENTS ARE SUPERSEDED BY AND MERGED INTO THIS DEED OF TRUST AND THE OTHER LOAN DOCUMENTS.

(b) THIS DEED OF TRUST AND THE OTHER LOAN DOCUMENTS MAY NOT BE VARIED BY ANY ORAL AGREEMENTS OR DISCUSSIONS THAT OCCUR BEFORE, CONTEMPORANEOUSLY WITH, OR SUBSEQUENT TO THE EXECUTION OF THIS DEED OF TRUST OR THE OTHER LOAN DOCUMENTS.

(c) THIS WRITTEN DEED OF TRUST AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENTS BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

6.10 WAIVER OF JURY TRIAL. THE BENEFICIARY AND THE TRUSTOR HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT THE BENEFICIARY AND THE TRUSTOR MAY HAVE

TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS DEED OF TRUST (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). THE BENEFICIARY AND THE TRUSTOR (a) CERTIFY THAT NO REPRESENTATIVE, THE BENEFICIARY OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (b) ACKNOWLEDGE THAT THEY HAVE BEEN INDUCED TO ENTER INTO THIS DEED OF TRUST AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS SEPARATELY GIVEN BY EACH PARTY, KNOWINGLY AND VOLUNTARILY WITH THE BENEFIT OF COMPETENT LEGAL COUNSEL.

6.11 Request for Notice. The Trustor requests a copy of any statutory notice of default and a copy of any statutory notice of sale hereunder be mailed to the Trustor at the address specified in the introductory paragraph on the first page of this Deed of Trust.

6.12 State Specific Provisions. In the event of any inconsistencies between this Section 6.12 and any of the other terms and provisions of this Deed of Trust, the terms and provisions of this Section 6.12 shall control and be binding.

(a) Acceleration; Remedies.

(i) At any time during the existence of an Event of Default, Beneficiary, at Beneficiary's option, may declare the Obligations to be immediately due and payable without further demand. After giving Trustor notice of the occurrence of an Event of Default in the manner prescribed by Oregon law, Beneficiary may invoke the power of sale and any other remedies permitted by applicable law or provided in this Deed of Trust. Trustor acknowledges that the power of sale granted in this Deed of Trust may be exercised by Beneficiary without prior judicial hearing. Trustor has the right to bring an action to assert that an Event of Default does not exist or to raise any other defense Trustor may have to acceleration and sale. Beneficiary will be entitled to collect all costs and expenses incurred in pursuing such remedies, including attorneys' fees, costs of documentary evidence, abstracts and title reports.

(ii) If Beneficiary invokes the power of sale, Beneficiary will give written notice to Trustee of the occurrence of an Event of Default and of Beneficiary's election to cause the Premises to be sold and Beneficiary will give such notices as Oregon law may require to Trustor and to all other persons entitled to receive notice under Oregon law. After the lapse of such time as may be required by Oregon law, Trustee will sell the Premises according to Oregon law. Trustee may sell the Premises at the time and place and under the terms designated in the notice of sale in one or more parcels and in such order as Trustee may determine. Trustee may postpone the sale of all or any part of the Premises for a period or periods not exceeding a total of one hundred eighty (180) days (or such period as may be fixed by Oregon Revised Statutes Section 86.782(2)) by public announcement at the time and place fixed in the notice of sale. Beneficiary or Beneficiary's designee may purchase the Premises at any sale.

(iii) In the event Beneficiary elects to foreclose this Deed of Trust by advertisement and sale in the manner provided in Oregon Revised Statutes Sections 86.705 to 86.815, Trustor and certain other persons specified by those statutes shall have the right, at any time prior to five (5) days before the date set by Trustee for the Trustee's sale, to cure Trustor's default by payment to Beneficiary of the entire amount then due, other than such portion of the principal of the Notes secured by this Deed of Trust as would not then be due had no default occurred, plus all reasonable costs and reasonable expenses incurred and all reasonable fees provided by those statutes.

(iv) Within a reasonable time after the sale, Trustee will deliver to the purchaser at the sale a deed conveying the Premises so sold without any covenant or warranty, express or implied. The recitals in Trustee's deed will be prima facie evidence of the truth of the statements made in the recitals. Trustee will apply the proceeds of the sale in the following order: (i) to all costs and expenses of the sale, including Trustee's fees not to exceed the amount prescribed by Oregon Revised Statutes Section 86.809; (ii) to the Obligations in such order as Beneficiary, in Beneficiary's discretion, directs; and (iii) the excess, if any, to the person or persons legally entitled to the excess. The purchaser at the sale will be entitled to possession of the Premises on the 10th day after the sale.

(b) Reconveyance. Upon payment of the Obligations, Beneficiary will request Trustee to reconvey the Premises and will deliver this Deed of Trust and all notes evidencing the Obligations to Trustee. Trustee will reconvey the Premises without warranty to the person or persons legally entitled to the Premises. Such person or persons will pay Trustee's reasonable costs incurred in so reconveying the Premises and costs of recording, if any.

(c) Substitute Trustee. In accordance with Oregon law, Beneficiary may from time to time appoint a successor trustee to any Trustee appointed under this Deed of Trust who has ceased to act. Without conveyance of the Premises, the successor trustee will succeed to all the title, power and duties conferred upon the predecessor Trustee and by applicable law.

(d) Use of Property. The Premises is not used principally for agricultural purposes.

(e) Attorneys' Fees. As used in this Deed of Trust, "attorneys' fees and costs" will include attorneys' fees, if any, which will be incurred whether or not legal action is commenced and any such fees incurred at trial, arbitration, interpleader, bankruptcy, hearing or any judicial proceeding, and on appeal.

(f) **FORCED PLACE INSURANCE NOTICE.**

(i) **WARNING: UNLESS TRUSTOR PROVIDES BENEFICIARY WITH EVIDENCE OF THE INSURANCE COVERAGE AS REQUIRED HEREIN, BENEFICIARY MAY PURCHASE INSURANCE AT TRUSTOR'S EXPENSE TO PROTECT BENEFICIARY'S INTEREST. THIS INSURANCE MAY, BUT NEED NOT, ALSO PROTECT TRUSTOR'S INTEREST. IF THE PREMISES BECOMES DAMAGED, THE COVERAGE BENEFICIARY**

PURCHASES MAY NOT PAY ANY CLAIM TRUSTOR MAKES OR ANY CLAIM MADE AGAINST TRUSTOR.

(ii) TRUSTOR IS RESPONSIBLE FOR THE COST OF ANY INSURANCE PURCHASED BY BENEFICIARY. THE COST OF THIS INSURANCE MAY BE ADDED TO THE OBLIGATIONS SECURED HEREBY. IF THE COST IS ADDED TO THE OBLIGATIONS SECURED HEREBY, THE INTEREST RATE ON THE OBLIGATIONS SECURED HEREBY WILL APPLY TO THIS ADDED AMOUNT. THE EFFECTIVE DATE OF COVERAGE MAY BE THE DATE THE PRIOR COVERAGE LAPSED OR THE DATE TRUSTOR FAILED TO PROVIDE PROOF OF COVERAGE.

(iii) THE COVERAGE BENEFICIARY PURCHASES MAY BE CONSIDERABLY MORE EXPENSIVE THAN INSURANCE TRUSTOR CAN OBTAIN ON TRUSTOR'S OWN AND MAY NOT SATISFY ANY NEED FOR PROPERTY DAMAGE COVERAGE OR ANY MANDATORY LIABILITY INSURANCE REQUIREMENTS IMPOSED BY APPLICABLE LAW.

(g) OREGON REVISED STATUTES SECTION 41.580 DISCLOSURE. UNDER OREGON LAW, MOST AGREEMENTS, PROMISES AND COMMITMENTS MADE BY LENDERS CONCERNING LOANS AND OTHER CREDIT EXTENSIONS WHICH ARE NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES OR SECURED SOLELY BY THE TRUSTOR'S RESIDENCE MUST BE IN WRITING, EXPRESS CONSIDERATION AND BE SIGNED BY LENDERS TO BE ENFORCEABLE.

(h) WAIVER OF TRIAL BY JURY.

(i) TRUSTOR AND BENEFICIARY EACH COVENANTS AND AGREES NOT TO ELECT A TRIAL BY JURY WITH RESPECT TO ANY ISSUE ARISING OUT OF THIS DEED OF TRUST OR THE RELATIONSHIP BETWEEN THE PARTIES AS TRUSTOR AND BENEFICIARY AND OR LENDER THAT IS TRIABLE OF RIGHT BY A JURY.

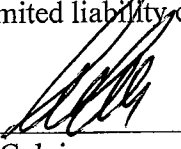
(ii) TRUSTOR AND BENEFICIARY EACH WAIVES ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO SUCH ISSUE TO THE EXTENT THAT ANY SUCH RIGHT EXISTS NOW OR IN THE FUTURE. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS SEPARATELY GIVEN BY EACH PARTY, KNOWINGLY AND VOLUNTARILY WITH THE BENEFIT OF COMPETENT LEGAL COUNSEL.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Trustor has duly executed and delivered this Deed of Trust as of the date first written above.

TRUSTOR:

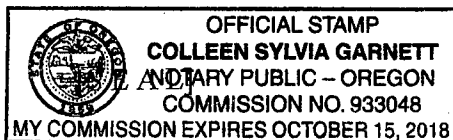
COLVIN OIL I, LLC,
an Oregon limited liability company

By: 
Name: Lane Colvin
Title: Manager

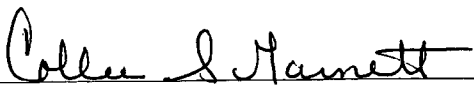
Acknowledgement

STATE OF Oregon)
) ss.
COUNTY OF Josephine)

This record was acknowledged before me on April 26, 2017, by Lane Colvin, the Manager of Colvin Oil I, LLC, an Oregon limited liability company, on behalf of said limited liability company.



My Commission Expires:
10/15/18


Notary Public, State of Oregon
Colleen S. Garnett
Printed Name of Notary Public

Unit:
2123 Oregon Avenue
Klamath Falls, Oregon 97601
Klamath County

EXHIBIT A

DESCRIPTION OF REAL PROPERTY

Real property in the City of Klamath Falls, County of Klamath, State of Oregon, described as follows:

A PARCEL OF LAND SITUATED IN BLOCK 65, BUENA VISTA ADDITION TO THE CITY OF KLAMATH FALLS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" IRON PIN MARKING THE SOUTHWEST CORNER OF SAID BLOCK 65; THENCE NORTH 140.10 FEET TO A 1/2" IRON PIN; THENCE EAST 88.26 FEET TO A 1/2" IRON PIN; THENCE EAST 6.74 FEET TO A 1/2" IRON PIN; THENCE SOUTH 140.10 FEET TO A 1/2" IRON PIN; THENCE WEST 6.74 FEET TO A 1/2" IRON PIN; THENCE WEST 88.26 FEET TO THE POINT OF BEGINNING.