

37782AM  
RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

2017-005807  
Klamath County, Oregon  
05/30/2017 11:32:00 AM  
Fee: \$157.00

COMPASS BANK  
Attn: Amanda Draughon  
Manager LD&FC CRE  
Credit Risk Operations  
Global Risk Management  
8333 Douglas Ave., 2nd Floor  
Dallas, Texas 75225

Recorder's Use

**CONSTRUCTION DEED OF TRUST**  
(Security Agreement, Assignment of Rents and Financing Statement)

This combined Deed of Trust, Security Agreement, Assignment of Rents and Financing Statement ("Deed of Trust") is made on the date stated below among the Grantor, Lender and Trustee who are identified and whose addresses are stated below. By signing this Deed of Trust, Grantor agrees to the terms and conditions and makes the covenants stated in this Deed of Trust.

GRANTOR: DG-CHILOQUIN, OR-1-UT, LLC, a Utah limited liability company, authorized to do business in Oregon

GRANTOR'S ADDRESS  
FOR NOTICE: 4747 Williams Drive, Georgetown, Williamson County, Texas 78633

LENDER or BENEFICIARY: COMPASS BANK, an Alabama banking corporation

LENDER'S ADDRESS: 3003 Williams Drive, 2nd Floor, Georgetown, Williamson County, Texas 78628

TRUSTEE: AMERITITLE

TRUSTEE'S ADDRESS: 300 Klamath Avenue, Klamath Falls, Oregon 97601

NOTE: \$1,416,555.00 promissory note ("Note") of even date herewith, executed by Grantor, payable to Lender as stated in the Note.

REAL PROPERTY:

See Exhibit "A" attached hereto and made a part hereof.

PRIOR LIENS. None

## ARTICLE I - SECURITY

1.01 CONVEYANCE IN TRUST. For value received, and to secure the payment of the Indebtedness described in Section 2.01, and the covenants and agreements of Grantor stated in this Deed of Trust, Grantor grants, transfers, conveys and assigns the Property described in Section 1.02, including the Real Property described or referred to on the first page, to the Trustee in trust, with power of sale, TO HAVE AND TO HOLD the Property, together with the rights, privileges and appurtenances thereto belonging unto the Trustee and the Trustee's substitutes or successors forever to secure the performance of the Indebtedness.

1.02 PROPERTY. The Property covered by this Deed of Trust includes the Real Property described or referred to on the first page, together with the following, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Real Property covered by this Deed of Trust, and all of which are referred to as the "Property":

- (a) Any and all buildings, improvements, and tenements now or hereafter erected on the Property;
- (b) Any and all heretofore or hereafter vacated alleys and streets abutting the Property, easements, rights, appurtenances, rents, leases, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock appurtenant to the Property;
- (c) Any and all fixtures, machinery, equipment, engines, boilers, incinerators, building materials, appliances, and goods of every nature whatsoever now or hereafter located in, or on, or used, or intended to be used in connection with the Property, including, but not limited to: those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light; all elevators and related machinery and equipment; fire prevention and extinguishing apparatus; security and access control apparatus; plumbing and plumbing fixtures; refrigerating, cooking and laundry equipment; floor coverings and interior and exterior window treatments; furniture and cabinets; interior and exterior plantings and plant and lawn maintenance equipment; swimming pools, saunas, hot tubs, spas and fencing;
- (d) Any and all plans and specifications for development of or construction of improvements upon the Property;
- (e) Any and all contracts and subcontracts relating to the Property;
- (f) Any and all accounts, contract rights, Deed of Trusts, documents, general intangibles, and chattel paper arising from or by virtue of any transactions related to the Property;
- (g) Any and all permits, licenses, franchises, certificates, and other rights and privileges obtained in connection with the Property; all of the Grantor's right, title and interest in and to all refundable, returnable or reimbursable fees, deposits or other funds or evidence of credit or indebtedness deposited by or on behalf of Grantor with any governmental agencies, boards, corporations, providers, utility services, public or private, including, specifically, but without limitation, all refundable, returnable, or reimbursable tap fees, utility deposits, commitment fees and development costs; and any rights or benefits in the capacity of off-site utilities and drainage improvements constructed and/or committed to serve the Property;
- (h) Any and all proceeds arising from or by virtue of the sale, lease, or other disposition of any of the Property;
- (i) Any and all proceeds payable or to be payable under each policy of insurance relating to the Property;
- (j) Any and all proceeds arising from the taking of all or a part of the Property for any public or quasi-public use under any law, or by right of eminent domain, or by private or other purchase in lieu thereof;

(k) All other interests of every kind and character which Grantor now has or at any time hereafter acquires in and to the Property, including all other items of property and rights described elsewhere in this Deed of Trust.

1.03 TITLE. Grantor covenants that Grantor is lawfully seized of the estate hereby conveyed and has the right to grant, convey and assign the Property (and, if this Deed of Trust is on a leasehold, that the ground lease is in full force and effect without modification, except as otherwise stated in this Deed of Trust, and without default on the part of either lessor or lessee thereunder), that the Property is unencumbered, except as otherwise stated in this Deed of Trust, and that Grantor will warrant and defend generally the title to the Property against all claims and demands, subject to any easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Beneficiary's interest in the Property.

1.04 SUBROGATION. Any of the proceeds of the Note utilized to take up outstanding liens against all or any part of the Property have been advanced by Beneficiary at Grantor's request and upon Grantor's representation that such amounts are due and are secured by valid liens against the Property. Beneficiary shall be subrogated to any and all rights, superior titles, liens and equities owned or claimed by any owner or holder of any outstanding liens and debts, however remote, regardless of whether said liens or debts are acquired by Beneficiary by assignment or are released by the holder thereof upon payment.

## ARTICLE II - INDEBTEDNESS AND PAYMENTS

2.01 INDEBTEDNESS. The Indebtedness secured by this Deed of Trust shall mean and include the following:

- (a) Any and all sums becoming due and payable pursuant to the Note described or referred to on the first page;
- (b) Any and all other sums becoming due and payable by Grantor to Beneficiary as a result of advancements made by Beneficiary pursuant to the terms and conditions of this Deed of Trust or any other instruments securing or executed in connection with or otherwise relating to the Note, including but not limited to the repayment of any future advances made by Beneficiary to Grantor and the repayment of any sums advanced for the protection of Beneficiary's security pursuant to Section 3.02;
- (c) Performance of every obligation of Grantor contained in any agreement, document, or instrument now or hereafter executed by Grantor reciting that the obligations thereunder are secured by this Deed of Trust;
- (d) Any and all renewals, extensions, rearrangements and modifications of the foregoing described Indebtedness.

2.02 PAYMENT OF PRINCIPAL AND INTEREST. Grantor shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, any prepayment and late charges provided in the Note and all other sums secured by this Deed of Trust.

2.03 FUNDS FOR TAXES, INSURANCE AND OTHER CHARGES.

- (a) Subject to applicable law or to a written waiver by Beneficiary, Grantor shall pay to Beneficiary on a day each month to be designated by Beneficiary, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of (i) the yearly water and sewer rates and taxes and assessments which may be levied on the Property, (ii) the yearly ground rents, if any, (iii) the yearly premium installments for fire and other hazard insurance, rent loss insurance and such other insurance covering the Property as Beneficiary may require pursuant to Section 3.04 hereof, (iv) the yearly premium installments for mortgage insurance, if any, and (v) if this Deed of Trust is on a leasehold, the yearly fixed rents, if any, under the ground lease, all as reasonably estimated initially and from time to time by Beneficiary on the basis of assessments and bills and reasonable estimates thereof. Any waiver by Beneficiary of a requirement that Grantor pay such Funds may be revoked by Beneficiary, in Beneficiary's sole discretion, at any time upon notice in writing to Grantor. Beneficiary may require Grantor to pay to Beneficiary, in advance, such other Funds for other taxes, charges, premiums, assessments and impositions in connection with Grantor or the Property which Beneficiary shall reasonably deem necessary to protect Beneficiary's interests (herein "Other Impositions"). Unless otherwise provided by applicable law, Beneficiary may require Funds for Other Impositions to be paid by Grantor in a lump sum or in periodic installments, at Beneficiary's option.

(b) The Funds shall be held in an institution(s) the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Beneficiary if Beneficiary is such an institution). Beneficiary shall apply the Funds to pay said rates, rents, taxes, assessments, insurance premiums and Other Impositions so long as Grantor is not in breach of any covenant or agreement of Grantor in this Deed of Trust. Beneficiary shall make no charge for so holding and applying the Funds, analyzing said account or for verifying and compiling said assessments and bills, unless Beneficiary pays Grantor interest, earnings or profits on the Funds and applicable law permits Beneficiary to make such a charge. Grantor and Beneficiary may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Grantor, and unless such agreement is made or applicable law requires interest, earnings or profits to be paid, Beneficiary shall not be required to pay Grantor any interest, earnings or profit on the Funds. Beneficiary shall give to Grantor, without charge, an annual accounting of the Funds in Beneficiary's normal format showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by the Deed of Trust.

(c) If the amount of the Funds held by Beneficiary at the time of the annual accounting thereof shall exceed the amount deemed necessary by Beneficiary to provide for payment of water and sewer rates, taxes, assessments, insurance premiums, rents and Other Impositions, as they fall due, such excess shall be credited to Grantor on the next installment or installments of Funds due. If at any time the amount of the Funds held by Beneficiary shall be less than the amount deemed necessary by Beneficiary to pay water and sewer rates, taxes, assessments, insurance premiums, rents and Other Impositions, as they fall due, Grantor shall pay to Beneficiary any amount necessary to make up the deficiency within thirty days after notice from Beneficiary to Grantor requesting payment thereof.

(d) Upon Grantor's breach of any covenant or agreement of Grantor in this Deed of Trust, Beneficiary may apply, in any amount and in any order as Beneficiary shall determine in Beneficiary's sole discretion, any Funds held by Beneficiary at the time of application (i) to pay rates, rents, taxes, assessments, insurance premiums and Other Impositions which are now or will hereafter become due, or (ii) as a credit against sums secured by this Deed of Trust. Upon payment in full of all sums secured by this Deed of Trust, Beneficiary shall promptly refund to Grantor any Funds held by Beneficiary.

2.04 APPLICATION OF PAYMENTS. Unless applicable law provides otherwise, all payments received by Beneficiary from Grantor under the Note or this Deed of Trust shall be applied by Beneficiary in the following order of priority: (a) amounts payable to Beneficiary by Grantor under Section 2.03 hereof; (b) interest payable on the Note; (c) principal of the Note; and (d) any other sums secured by this Deed of Trust in such order as Beneficiary, at Beneficiary's option, may determine; provided, however, that Beneficiary may, at Beneficiary's option, apply any sums payable pursuant to Section 3.01 hereof prior to interest on and principal of the Note, but such application shall not otherwise affect the order of priority of application specified in this Section 2.04.

2.05 ESTOPPEL CERTIFICATE. Grantor shall within ten days of a written request from Beneficiary furnish Beneficiary with a written statement, duly acknowledged, setting forth the sums secured by this Deed of Trust and any right of set-off, counterclaim or other defense which exists against such sums and the obligations of this Deed of Trust.

### ARTICLE III - PROTECTION OF SECURITY

#### 3.01 PROTECTION OF BENEFICIARY'S SECURITY.

(a) If Grantor fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which affects the Property or title thereto or the interest of Beneficiary therein, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Beneficiary at Beneficiary's option may make such appearances, disburse such sums and take such action as Beneficiary deems necessary, in its sole discretion, to protect Beneficiary's interest, including, but not limited to, (i) disbursement of attorney's fees, (ii) entry upon the Property to make repairs, (iii) procurement of satisfactory insurance as provided in Section 3.04 hereof, and (iv) if this Deed of Trust is on a leasehold, exercise of any option to renew or extend the ground lease on behalf of Grantor and the curing of any default of Grantor in the terms and conditions of the ground lease.

(b) Any amounts disbursed by Beneficiary pursuant to this Section 3.01, with interest thereon, shall become additional indebtedness of Grantor secured by this Deed of Trust. Unless Grantor and Beneficiary agree to other terms of payment, such amounts shall be immediately due and payable and shall bear interest from the date of disbursement at the rate stated in the Note unless collection from Grantor of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate which may be collected from Grantor under applicable law. Grantor hereby covenants and agrees that Beneficiary shall be subrogated to the lien of any mortgage or other lien discharged, in whole or in part, by the indebtedness secured hereby. Nothing contained in this Section 3.01 shall require Beneficiary to incur any expense or take any action hereunder.

3.02 CHARGES. Grantor shall pay all water and sewer rates, rents, taxes, assessments, premiums, and Other Impositions attributable to the Property at Beneficiary's option in the manner provided under Section 2.03 hereof or, if not paid in such manner, by Grantor making payment, when due, directly to the payee thereof, or in such other manner as Beneficiary may designate in writing. Grantor shall promptly furnish to Beneficiary all notices of amounts due under this Section 3.02, and in the event Grantor shall make payment directly, Grantor shall promptly furnish to Beneficiary receipts evidencing such payments.

3.03 LIENS. Grantor shall promptly discharge any lien which has, or may have, priority over or equality with, the lien of this Deed of Trust, and Grantor shall pay, when due, the claims of all persons supplying labor or materials to or in connection with the Property. Without Beneficiary's prior written permission, Grantor shall not allow any lien inferior to this Deed of Trust to be perfected against the Property.

#### 3.04 HAZARD INSURANCE.

Grantor, as landlord, shall require DG RETAIL, LLC, a Tennessee limited liability company, as tenant, to acquire and maintain insurance as required by their lease on the Property dated June 2, 2015 ("Lease") with Beneficiary named as an additional loss payee on all such property insurance policies. All claims relating to such insurance shall be administered pursuant to Article 4 of the Lease, which is fully incorporated herein by reference. In the event DG RETAIL, LLC, a Tennessee limited liability company fails to maintain the required insurance or ceases to be the tenant of the Property, the following provisions shall apply.

(a) Grantor shall keep the improvements now existing or hereafter erected on the Property insured by carriers at all times satisfactory to Beneficiary against loss by fire, hazards included within the term "extended coverage", rent loss and such other hazards, casualties, liabilities and contingencies as Beneficiary (and, if this Deed of Trust is on a leasehold, the ground lease) shall require and in such amounts and for such periods as Beneficiary shall require. All premiums on insurance policies shall be paid, at Beneficiary's option, in the manner provided under Section 2.03 hereof, or by Grantor making payment, when due, directly to the carrier, or in such manner as Beneficiary may designate in writing.

(b) All insurance policies and renewals thereof shall be in a form acceptable to Beneficiary and shall include a standard mortgage clause in favor of and in form acceptable to Beneficiary. Beneficiary shall have the right to hold the policies, and Grantor shall promptly furnish to Beneficiary all renewal notices and all receipts of paid premiums. At least thirty days prior to the expiration date of a policy, Grantor shall deliver to Beneficiary a renewal policy in form satisfactory to Beneficiary. If this Deed of Trust is on a leasehold, Grantor shall furnish Beneficiary a duplicate of all policies, renewal notices, renewal policies and receipts of paid premiums if, by virtue of the ground lease, the originals thereof may not be supplied by Grantor to Beneficiary.

(c) In the event of loss, Grantor shall give immediate written notice to the insurance carrier and to Beneficiary. Grantor hereby authorizes and empowers Beneficiary as attorney-in-fact for Grantor to make proof of loss, to adjust and compromise any claim under insurance policies, to appear in and prosecute any action arising from such insurance policies, to collect and receive insurance proceeds, and to deduct therefrom Beneficiary's expenses incurred in the collection of such proceeds; provided however, that nothing contained in this Section 3.04 shall require Beneficiary to incur any expense or take any action hereunder. Grantor further authorizes Beneficiary, at Beneficiary's option, (i) to hold the balance of such proceeds to be used to reimburse Grantor for the cost of reconstruction or repair of the Property, or (ii) to apply the balance of such proceeds to the payment of the sums secured by this Deed of Trust, whether or not then due, in the order of application set forth in Section 2.04 hereof (subject, however, to the rights of the lessor under the ground lease if this Deed of Trust is on a leasehold).

(d) If the insurance proceeds are held by Beneficiary to reimburse Grantor for the cost of restoration and repair of the Property, the Property shall be restored to the equivalent of its original condition or such other condition as Beneficiary may approve in writing. Beneficiary may, at Beneficiary's option, condition disbursement of said proceeds on Beneficiary's approval of such plans and specifications of an architect satisfactory to Beneficiary, contractor's cost estimates, architect's certificates, waivers of liens, sworn statements of mechanics and materialmen and such other evidence of costs, percentage completion of construction, application of payments and satisfaction of liens as Beneficiary may reasonably require. If the insurance proceeds are applied to the payment of the sums secured by this Deed of Trust, any such application of proceeds to principal shall not extend or postpone the due dates of the installments referred to in Section 2.02 and 2.03 hereof or change the amounts of such installments. If the Property is sold pursuant to Section 5.03 hereof or if Beneficiary acquires title to the Property, Beneficiary shall have all of the right, title and interest of Grantor in and to any insurance policies and unearned premiums thereon and in and to the proceeds resulting from any damage to the Property prior to such sale or acquisition.

3.05 PRESERVATION AND MAINTENANCE OF PROPERTY. Grantor (a) shall not commit waste or permit impairment or deterioration of the Property, (b) shall not abandon the Property, (c) shall restore or repair promptly and in a good and workmanlike manner all or any part of the Property to the equivalent of its original condition, or such other condition as Beneficiary may approve in writing, in the event of any damage, injury or loss thereto, whether or not insurance proceeds are available to cover in whole or in part the costs of such restoration or repair, (d) shall keep the Property, including improvements, fixtures, equipment, machinery and appliances thereon in good repair and shall replace fixtures, equipment, machinery and appliances on the Property when necessary to keep such items in good repair, (e) shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property, (f) shall generally operate and maintain the Property in a manner to ensure maximum rentals or profits, and (g) shall give notice to Beneficiary of and, unless otherwise directed in writing by Beneficiary, appear in and defend any action or proceeding purporting to affect the Property, the security of this Deed of Trust or the rights or powers of Beneficiary. Neither Grantor nor any tenant or any other person shall remove, demolish or alter any improvement now existing or hereafter erected on the Property or any fixture, equipment, machinery or appliance in or on the Property except when incident to the replacement of fixtures, equipment, machinery and appliances with items of like kind.

### 3.06 CONDEMNATION.

(a) Grantor shall promptly notify Beneficiary of any action or proceeding relating to any condemnation or other taking, whether direct or indirect, of the Property, or part thereof, and Grantor shall appear in and prosecute any such action or proceeding unless otherwise directed by Beneficiary in writing. Grantor authorizes Beneficiary, at Beneficiary's option, as attorney-in-fact for Grantor, to commence, appear in and prosecute, in Beneficiary's or Grantor's name, any action or proceeding relating to any condemnation or other taking of the Property, whether direct or indirect, and to settle or compromise any claim in connection with such condemnation or other taking. The proceeds of any award, payment or claim for damages, direct or consequential, in connection with any condemnation or other taking, whether direct or indirect, of the Property, or part thereof, or for conveyances in lieu of condemnation, are hereby assigned to and shall be paid to Beneficiary subject, if this Deed of Trust is on a leasehold, to the rights of lessor under the ground lease.

(b) Grantor authorizes Beneficiary to apply such awards, payments, proceeds or damages after the deduction of Beneficiary's expenses incurred in the collection of such amounts, at Beneficiary's option, to restoration or repair of the Property, or to payment of the sums secured by this Deed of Trust, whether or not then due, in the order of application set forth in Section 2.04 hereof, with the balance, if any, to Grantor. Unless Grantor and Beneficiary otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the installments referred to in Sections 2.02 and 2.03 hereof or change the amount of such installments. Grantor agrees to execute such further evidence of assignment of any awards, proceeds, damages or claims arising in connection with such condemnation or taking as Beneficiary may require.

### 3.07 LEASEHOLDS.

(a) If this Deed of Trust is on a leasehold, Grantor (i) shall comply with the provisions of the ground lease, (ii) shall give immediate written notice to Beneficiary of any default by lessor under the ground lease or any notice

received by Grantor from such lessor of any default under the ground lease by Grantor, (iii) shall exercise any option to renew or extend the ground lease and give written confirmation thereof to Beneficiary within thirty days after such option become exercisable, (iv) shall give immediate written notice to Beneficiary of the commencement of any remedial proceedings under the ground lease by any party thereto and, if required by Beneficiary, shall permit Beneficiary as Grantor's attorney-in-fact to control and act for Grantor in any such remedial proceedings, and (v) shall within thirty days after request by Beneficiary obtain from the lessor under the ground lease and deliver to Beneficiary the lessor's estoppel certificate required thereunder, if any. Grantor hereby expressly transfers and assigns to Beneficiary the benefit of all covenants contained in the ground lease, whether or not such covenants run with the land, but Beneficiary shall have no liability with respect to such covenants nor any other covenants contained in the ground lease.

(b) Grantor shall not surrender the leasehold estate and interests herein conveyed nor terminate or cancel the ground lease creating said estate and interests, and Grantor shall not, without the express written consent of Beneficiary, alter or amend said ground lease. Grantor covenants and agrees that there shall not be a merger of the ground lease, or of the leasehold estate created thereby, with the fee estate covered by the ground lease by reason of said leasehold estate or said fee estate, or any part of either, coming into common ownership, unless Beneficiary shall consent in writing to such merger. If Grantor shall acquire such fee estate, then this Deed of Trust shall simultaneously and without further action be spread so as to become a lien on such fee estate.

3.08 USE OF PROPERTY. Unless required by applicable law or unless Beneficiary has otherwise agreed in writing, Grantor shall not allow changes in the use for which all or any part of the Property was intended at the time this Deed of Trust was executed. Grantor shall not initiate or acquiesce in a change in the zoning classification of the Property without Beneficiary's prior written consent.

3.09 INSPECTION. Beneficiary may make or cause to be made reasonable entries upon and inspections of the Property.

3.10 BOOKS AND RECORDS. Grantor shall keep and maintain at all times at Grantor's address stated in this Deed of Trust, or such other place as Beneficiary may approve in writing, complete and accurate books of accounts and records adequate to reflect correctly the results of the operation of the Property and copies of all written contracts, leases and other Deed of Trusts which affect the Property. Such books, records, contracts, leases and other Deed of Trusts shall be subject to examination and inspection at any reasonable time by Beneficiary. Grantor, at its expense, shall furnish Beneficiary, within one hundred and twenty days after the end of each fiscal year of Grantor, a balance sheet, a statement of income and expenses of the Property, a profit and loss statement, and a statement of changes in financial position, each in reasonable detail and certified by Grantor and, if Beneficiary shall require, by an independent certified public accountant. Grantor shall also furnish an annual report showing total minimum or percentage rents or income received from each tenant, or gross receipts and total expenses. Grantor shall furnish, together with the foregoing financial statements and at any other time upon Beneficiary's request, a rent schedule for the Property, certified by Grantor, showing the name of each tenant, and for each tenant, the space occupied, the lease expiration date, the rent payable and the rent paid.

#### ARTICLE IV - OTHER SECURITY

4.01 UNIFORM COMMERCIAL CODE SECURITY AGREEMENT. This Deed of Trust is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the items specified above as part of the Property which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and Grantor hereby grants Beneficiary a security interest in said items. Grantor agrees that Beneficiary may file this Deed of Trust, or a reproduction thereof, in the real estate records or other appropriate index, as a financing statement for any of the items specified above as part of the Property. Any reproduction of this Deed of Trust or of any other security agreement or financing statement shall be sufficient as a financing statement. In addition, Grantor agrees to execute and deliver to Beneficiary, upon Beneficiary's request, any financing statement, as well as extensions, renewals and amendments thereof, and reproduction of this Deed of Trust in such form as Beneficiary may require to perfect a security interest with respect to said items. Grantor shall pay all costs of filing such financing statement and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements Beneficiary may reasonably require. Without prior written consent of Beneficiary, Grantor shall not create or suffer to be created pursuant to the Uniform

Commercial Code any other security interest in said items, including replacements and additions thereto. Upon Grantor's breach of any covenant or agreement of Grantor contained in this Deed of Trust, including the covenants to pay when due all sums secured by this Deed of Trust, Beneficiary shall have the remedies of a secured party under the Uniform Commercial Code and, at Beneficiary's option, may also invoke the remedies provided in Article V of this Deed of Trust as to such items. In exercising any of said remedies, Beneficiary may proceed against the items of real property and any items of personal property specified above as part of the Property separately or together and in any order whatsoever, without in any way affecting the availability of Beneficiary's remedies under the Uniform Commercial Code or of the remedies provided in Article V of this Deed of Trust.

#### 4.02 LEASES OF THE PROPERTY.

(a) Grantor shall comply with and observe Grantor's obligations as landlord under all leases of the Property or any part thereof. Grantor, at Beneficiary's request, shall furnish Beneficiary with executed copies of all leases now existing or hereafter made of all or any part of the Property, and all leases now or hereafter entered into will be in form and substance subject to the approval of Beneficiary. All leases of the Property shall specifically provide that (i) such leases are subordinate to this Deed of Trust; (ii) that the tenant attorns to Beneficiary, such attornment to be effective upon Beneficiary's acquisition of title to the Property; (iii) that the tenant agrees to execute such further evidences of attornment as Beneficiary may from time to time request; (iv) that the attornment of the tenant shall not be terminated by foreclosure; and (v) that Beneficiary may, at Beneficiary's option, accept or reject such attornments.

(b) Grantor shall not, without Beneficiary's written consent, execute, modify, surrender or terminate, either orally or in writing, any lease now existing or hereafter made of all or any part of the Property providing for a term of three years or more, permit an assignment or sublease of such a lease without Beneficiary's written consent, or request or consent to the subordination of any lease or all or any part of the Property to any lien subordinate to this Deed of Trust.

(c) If Grantor becomes aware that any tenant proposes to do, or is doing, any act or thing which may give rise to any right of set-off against rent, Grantor shall (i) take such steps as shall be reasonably calculated to prevent the accrual of any right to a set-off against rent, (ii) notify Beneficiary thereof and of the amount of said set-offs, and (iii) within ten days after such accrual, reimburse the tenant who shall have acquired such right to set-off or take such other steps as shall effectively discharge such set-off and as shall assure that rents thereafter due shall continue to be payable without set-off or deduction.

(d) Upon Beneficiary's request, Grantor shall assign to Beneficiary, by written Deed of Trust satisfactory to Beneficiary, all leases now existing or hereafter made of all or any part of the Property and all security deposits made by tenants in connection with such leases of the Property. Upon assignment by Grantor to Beneficiary of any leases of the Property, Beneficiary shall have all of the rights and powers possessed by Grantor prior to such assignment and Beneficiary shall have the right to modify, extend or terminate such existing leases and to execute new leases, in Beneficiary's sole discretion.

#### 4.03 ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; BENEFICIARY IN POSSESSION.

(a) For value received, and to secure the payment of the indebtedness described in Section 2.01 and the covenants and agreements of Grantor stated in this Deed of Trust, Grantor assigns and transfers to Beneficiary, all right, title and interest of Grantor in, to and under, any and all leases or agreements for the use or occupancy of the whole or any part of the Property, whether such leases or agreements are now existing or are at any time hereafter existing, together with all rents, revenues and other sums, including any penalty, any bonus and any amount to be paid upon exercise of any option to purchase, due or becoming due under such leases or agreements, regardless of to whom such rents, revenues and other sums are payable. This transfer and assignment shall also cover and apply to all existing or future amendments, supplements, or modifications of such leases or agreements and to all short or memorandum forms of any of such leases or agreements executed for recording purposes.

(b) Upon delivery of written notice by Beneficiary to Grantor, and without the necessity of Beneficiary entering upon and taking and maintaining full control of the Property in person, by agent or by a court-appointed receiver, Beneficiary shall immediately be entitled to possession of all rents and revenues of the Property as



specified in this Section 4.03 as the same become due and payable, including but not limited to rents or revenues then due and unpaid, or if theretofore collected, rents remaining in the possession or under the control of Grantor, and all such rents shall immediately upon delivery of such notice be held by Grantor as trustee for the benefit of Beneficiary only; provided, however, that the written notice by Beneficiary to Grantor shall contain a statement that Beneficiary exercises its rights to such rents. Grantor agrees that commencing upon delivery of such written notice by Beneficiary to Grantor, each tenant of the Property shall make such rents payable to and pay such rents to Beneficiary or Beneficiary's agents on Beneficiary's written demand to each tenant therefor, delivered to each tenant personally, by mail or by delivering such demand to each rental unit, without any liability on the part of said tenant to inquire further as to the existence of a default by Grantor.

(c) Grantor hereby covenants that Grantor has not executed any prior conveyance or assignment of said rents or revenue, that Grantor has not performed, and will not perform, any acts and has not executed, and will not execute, any Deed of Trust which would prevent Beneficiary from exercising its rights under this Section 4.03 and that at the time of execution of this Deed of Trust there has been no anticipation or prepayment of any of the rents or revenues of the Property for more than thirty days prior to the due dates of such rents or revenues. Grantor covenants that Grantor will not hereafter collect or accept payment of any rents or revenues of the Property more than thirty days prior to the due dates of such rents or revenues without prior written consent of Beneficiary. Grantor further covenants that Grantor will execute and deliver to Beneficiary such further assignments of rents and revenues of the Property as Beneficiary may from time to time request.

(d) Upon Grantor's breach of any covenant or agreement of Grantor in this Deed of Trust, Beneficiary may in person, by agent or by a court-appointed receiver, regardless of the adequacy of Beneficiary's security, enter upon and take and maintain full control of the Property in order to perform all acts necessary and appropriate for the operation and maintenance thereof including, but not limited to, the execution, cancellation or modification of leases, the collection of rents and revenues of the Property, the making of repairs to the Property and the execution and termination of contracts providing for the management or maintenance of the Property, all on such terms as are deemed best to protect the security of this Deed of Trust. In the event Beneficiary elects to seek the appointment of a receiver for the Property upon Grantor's breach of any covenant or agreement of Grantor in this Deed of Trust, Grantor hereby consents to the appointment of such receiver. Beneficiary or the receiver shall be entitled to receive a reasonable fee for so managing the Property.

(e) All rents and revenues received by Beneficiary, subsequent to delivery of written notice by Beneficiary to Grantor, or for any other reason, shall be held, without allowance of interest, and shall be applied to the costs, if any, of taking control of such rents and revenues, of taking control of and managing the Property and collecting the rents and revenues, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, costs of repairs to the Property, premiums on insurance policies, taxes, assessments and other charges on the Property, the costs of discharging any obligation or liability of Grantor as lessor or landlord of the Property, and then to the sums secured by this Deed of Trust, the priority and application of such funds being within the sole discretion of Beneficiary, and any amount not applied as above provided and remaining in the hands of Beneficiary shall be paid to Grantor. Beneficiary or the receiver shall have access to the books and records used in the operation and maintenance of the Property and shall be liable to account only for those rents and revenues actually received. Beneficiary shall not be liable to Grantor, anyone claiming under or through Grantor or anyone having an interest in the Property by reason of anything done or left undone by Beneficiary under this Section 4.03.

(f) If the rents of the Property are not sufficient to meet the costs, if any, of taking control of and managing the Property and collecting the rents, any funds expended by Beneficiary for such purposes shall become an indebtedness of Grantor to Beneficiary secured by this Deed of Trust pursuant to Section 3.01 hereof. Unless Beneficiary and Grantor agree in writing to other terms of payment, such amounts shall be payable upon notice from Beneficiary to Grantor requesting payment thereof and shall bear interest from the date of disbursement at the rate stated in the Note unless payment of such interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate which may be collected from Grantor under applicable law.

(g) Any entering upon and taking and maintaining control of the Property by Beneficiary or the receiver and any application of rents as provided herein shall not cure or waive any default hereunder or invalidate any other right or remedy of Beneficiary under applicable law or provided herein. This assignment of rents of the Property shall terminate at such time as this Deed of Trust ceases to secure the Indebtedness held by Beneficiary.

## ARTICLE V - DEFAULT AND REMEDIES

5.01 EVENTS OF DEFAULT. Each of the following shall constitute an Event of Default ("Event of Default"):

(a) Grantor is in default or in breach of any covenant, agreement or condition contained in this Deed of Trust or the Note.

(b) Grantor is in default or in breach of any covenant, agreement or condition contained in any note, mortgage, deed of trust, collateral pledge, guaranty, security agreement, assignment, loan agreement, contract document, or instrument of any kind executed by or on behalf of Grantor in favor of Beneficiary, whether or not pertaining to this Deed of Trust or any indebtedness secured by this Deed of Trust.

5.02 ACCELERATION UPON DEFAULT; ADDITIONAL REMEDIES. If one or more Event of Default occurs and is continuing, then Beneficiary may declare all the Indebtedness to be due and the Indebtedness will become due without any further presentment, demand, protest, or notice of any kind, and Beneficiary may:

(a) in person, by agent, or by a receiver, and without regard to the adequacy of security, the solvency of Grantor, or the existence of waste, enter on and take possession of the Property or any part of it in its own name or in the name of Trustee, sue for or otherwise collect the rents, issues, and profits, and apply them, less costs and expenses of operation and collection, including reasonable attorney fees, upon the Indebtedness, all in any order that Beneficiary may determine. The entering on and taking possession of the Property, the collection of rents, issues, and profits, and the application of them will not cure or waive any default or notice of default or invalidate any act done pursuant to the notice;

(b) commence an action to foreclose this Deed of Trust in the manner provided by law for the foreclosure of mortgages of real property;

(c) deliver to Trustee a written declaration of default and demand for sale, and a written notice of default and election to cause the Property to be sold by advertisement and sale under the Oregon Trust Deed Act, ORS 86.705-86.815, which notice Trustee or Beneficiary will cause to be filed for record;

(d) with respect to any personal property, proceed as to both the real and personal property in accordance with Beneficiary's rights and remedies in respect of the Real Property, or proceed to sell the personal property separately and without regard to the Real Property in accordance with Beneficiary's rights and remedies; or

(e) exercise any of these remedies in combination or any other remedy at law or in equity.

5.03 EXERCISE OF POWER OF SALE. If Beneficiary elects to foreclose by exercise of the power of sale in this Deed of Trust:

(a) Beneficiary will deposit with Trustee this Deed of Trust, the Note, and any receipts and evidence of expenditures made and secured as Trustee may require. If notice of default has been served as then required by law, ORS 86.771, and after lapse of the time that may then be required by law, after recordation of the notice of default, Trustee, without demand on Grantor, will, after notice of sale having been served as required by law, ORS 86.774, sell the Property at the time and place of sale fixed by it in the notice of sale, either as a whole or in separate parcels as Trustee determines, and in any order that it may determine, at public auction to the highest bidder. Trustee may postpone sale of all or any portion of the Property by public announcement at the time and place of sale, and from time to time after that may postpone the sale by public announcement at the time fixed by the preceding postponement, and without further notice make the sale at the time fixed by the last postponement; or Trustee may, in its discretion, give a new notice of sale. Beneficiary may rescind any notice of default at any time before Trustee's sale by executing a notice of rescission and recording it. The recordation of the notice will constitute a cancellation of any prior declaration of default and demand for sale and of any acceleration of maturity of Indebtedness affected by any prior declaration or notice of default. The exercise by Beneficiary of the right of rescission will not constitute a waiver of any default then existing or subsequently occurring, or impair the right of Beneficiary to execute other declarations of default and demand for sale, or notices of default and of election to

cause the Property to be sold, nor otherwise affect the Note or this Deed of Trust, or any of the rights, obligations, or remedies of Beneficiary or Trustee. After sale, Trustee will deliver to the purchaser its deed conveying the property sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters or facts will be conclusive proof of their truthfulness. Any person, including Grantor, Trustee, or Beneficiary, may purchase at that sale. If allowed by law, Beneficiary, if it is the purchaser, may turn in the Note at the amount owing on it toward payment of the purchase price (or for endorsement of the purchase price as a payment on the Note if the amount owing exceeds the purchase price). Grantor expressly waives any right of redemption after sale that Grantor may have at the time of sale or that may apply to the sale.

(b) Trustee, upon the sale, will make (without any covenant or warranty, express or implied), execute and, after due payment made, deliver to a purchaser and its heirs or assigns a deed or other record of interest, as the case may be, to the Property sold, which will convey to the purchaser all the title and interest of Grantor in the Property and will apply the proceeds of the sale in payment,

(i) first, of the expenses of the sale together with the expenses of the trust, including, without limitation, attorney fees, that will become due on any default made by Grantor, and also any sums that Trustee or Beneficiary have paid for procuring a search of the title to the Real Property subsequent to the execution of this Deed of Trust; and

(ii) second, of the Indebtedness then remaining unpaid, and the amount of all other monies with interest in this Deed of Trust agreed or provided to be paid by Grantor.

Trustee will pay the balance or surplus of the proceeds of sale to Grantor and its successors or assigns as its interests may appear.

5.04 POSSESSION AFTER SALE. If the Property is sold pursuant to Section 5.03, Grantor or any person holding possession of the Property through Grantor shall immediately surrender possession of the Property to the purchaser at such sale upon the purchaser's written demand. If possession is not surrendered upon the purchaser's written demand, Grantor or such person shall be a tenant at sufferance and may be removed by writ of possession or by an action for forcible entry and detainer or any other means as permitted by applicable law.

5.05 COSTS AND EXPENSES. Beneficiary shall be entitled to collect all costs and expenses incurred in pursuing such remedies, including, but not limited to, attorney's fees and costs of documentary evidence, abstracts and title reports.

5.06 SUBSTITUTE TRUSTEE. Beneficiary at Beneficiary's option, with or without cause, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by a Deed of Trust recorded in the county in which this Deed of Trust is recorded. Without conveyance of the Property, the successor trustee shall succeed to all title, power and duties conferred upon the Trustee herein and by applicable law. Grantor hereby acknowledges and agrees that the Trustee, and any Substitute Trustee, under this Deed of Trust has no fiduciary relationship with Grantor and in fact has no responsibilities with regard to Grantor other than to act in compliance with applicable law in conducting any foreclosure sale under this Deed of Trust. Grantor further acknowledges and agrees that it has not hired or employed the Trustee; moreover, Grantor has no objection to the hiring or employment of the Trustee, or any Substitute Trustee, by Beneficiary.

5.07 ACCELERATION IN CASE OF GRANTOR'S INSOLVENCY. If Grantor shall voluntarily file a petition under the Federal Bankruptcy Code, as such Code may from time to time be amended, or under similar or successor Federal statute relating to bankruptcy, insolvency, arrangements or reorganizations, or under any state bankruptcy or insolvency act, or file an answer in an involuntary proceeding admitting insolvency or inability to pay debts, or if Grantor shall fail to obtain a vacation or stay of involuntary proceedings brought for the reorganization, dissolution or liquidation of Grantor, or if Grantor shall be adjudged a bankrupt, or if a trustee or receiver shall be appointed for Grantor or Grantor's property, or if the Property shall become subject to the jurisdiction of a Federal bankruptcy court or similar state court, or if Grantor shall make an assignment for the benefit of Grantor's creditors, or if there is an attachment, execution or other judicial seizure of any portion of Grantor's assets and such seizure is not discharged within ten days, then Beneficiary may, at Beneficiary's option, declare all of the sums secured by this Deed of Trust to be immediately due and payable without prior notice to Grantor, and Beneficiary may invoke any

remedies permitted by Article V of this Deed of Trust. Any attorney's fees and other expenses incurred by Beneficiary in connection with Grantor's bankruptcy or any of the other aforesaid events shall be additional Indebtedness of Grantor secured by this Deed of Trust pursuant to Section 3.01 hereof.

#### 5.08 TRANSFERS.

(a) Other than as expressly permitted in any loan agreement and/or other security instrument entered into between the Grantor and the Beneficiary, if, without the prior written consent of Beneficiary, which consent may be given or withheld by Beneficiary in the exercise of its sole and absolute discretion, (a) all or any part of the Property, or any interest therein, or any beneficial interest in Borrower or Grantor (if Borrower or Grantor is not a natural person or persons, but is a corporation, partnership, trust or other legal entity) is sold, transferred or otherwise conveyed, or (b) Grantor enters into any contract agreeing to sell, transfer or otherwise convey the Property, or any interest therein, or (c) there is a sale or exchange of the majority of the stock of Borrower or Grantor (if Borrower or Grantor is not a natural person or persons, but is a corporation), or (d) Borrower or Grantor creates any lien or encumbrance subordinate or allegedly superior to the Deed of Trust, or (e) Borrower or Grantor grants any easement, right-of-way or any other right whatsoever with respect to the Property, or (f) Borrower or Grantor conveys any leasehold interest for any purpose whatsoever covering all or any portion of the Property, including without limitation, one or more oil, gas or other mineral leases covering the Property or any portion thereof, for a period longer than one (1) year (all and any of the above being hereinafter collectively called "Transfers"), and irrespective of whether any such Transfers are evidenced by written Deed of Trusts, and irrespective if such a written Deed of Trust is filed for record, then Beneficiary, at Beneficiary's option, has the right to declare the same to be a default under this Agreement, the Promissory Note, the Deed of Trust and the Security Deed of Trusts.

(b) Beneficiary may, at its option, consent to any event described in 5.08 (a) above if: (i) Grantor causes to be submitted to Beneficiary information required by Beneficiary to evaluate the transferee as if a new loan were being made to the transferee; (ii) Beneficiary reasonably determines that Beneficiary's security will not be impaired and that the risk of a breach of any covenant or agreement in this Deed of Trust is acceptable; (iii) interest will be payable on the sums secured by this Deed of Trust at a rate acceptable to Beneficiary; (iv) changes in the terms of the Note and this Deed of Trust required by Beneficiary are made, including, for example, periodic adjustment in the interest rate, a different final payment date for the loan, and addition of unpaid interest to principal; and (v) the transferee signs an assumption agreement that is acceptable to Beneficiary and that obligates the transferee to keep all the promises and agreements made in the Note and in this Deed of Trust, as modified if required by Beneficiary. To the extent permitted by applicable law, Beneficiary also may charge a reasonable fee as a condition to Beneficiary's consent to any sale or transfer. Grantor will continue to be obligated under the Note and this Deed of Trust unless Beneficiary releases Grantor in writing.

5.09 REMEDIES CUMULATIVE. Each remedy provided in this Deed of Trust is distinct and cumulative to all other rights or remedies under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently, or successively, in any order whatsoever.

5.10 FORBEARANCE BY BENEFICIARY NOT A WAIVER. Any forbearance by Beneficiary in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy. The acceptance by Beneficiary of payment of any sum secured by this Deed of Trust after the due date of such payment shall not be a waiver of Beneficiary's right to either require prompt payment when due of all other sums so secured or to declare a default for failure to make prompt payment. The procurement of insurance or the payment of taxes or other liens or charges by Beneficiary shall not be a waiver of Beneficiary's right to accelerate the maturity of the Indebtedness secured by this Deed of Trust, nor shall Beneficiary's receipts of any awards, proceeds or damages under Sections 3.04 or 3.06 hereof operate to cure or waive Grantor's default in payment of sums secured by this Deed of Trust.

5.11 WAIVER OF MARSHALLING. Notwithstanding the existence of any other security interests in the Property held by Beneficiary or by any other party, Beneficiary shall have the right to determine the order in which any or all portions of the Indebtedness secured hereby are satisfied from the proceeds realized upon the exercise of the remedies provided herein. Grantor, any party who consents to this Deed of Trust and any party who now or

hereafter acquires a security interest in the Property and who has actual or constructive notice hereof hereby waives any and all right to require the marshalling of assets in connection with the exercise of any of the remedies permitted by applicable law or provided herein.

5.12 WAIVER OF STATUTE OF LIMITATIONS. Grantor hereby waives the right to assert any statute of limitations as a bar to the enforcement of the lien of this Deed of Trust or to any action brought to enforce the Note or any other obligation secured by this Deed of Trust.

5.13 DEFICIENCY. No sale or other disposition of all or any part of the Property under section 5.02(b) may be deemed to relieve Grantor of any of the obligations, except to the extent that the proceeds are applied to the payment of the obligations. If the proceeds of a sale, collection, or other realization of or on the Property are insufficient to cover the costs and expenses of the realization and the payment in full of the obligations, Grantor will remain liable for any deficiency to the fullest extent permitted by law.

#### ARTICLE VI - HAZARDOUS MATERIALS

6.01 HAZARDOUS MATERIALS. For the purposes of this Deed of Trust, Grantor, Beneficiary and Trustee agree that, unless the context otherwise specifies or requires, the following terms shall have the following meanings:

(a) "Hazardous Materials" shall mean (i) any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901 et seq.), as amended from time to time, and regulations promulgated thereunder; (ii) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Section 9601 et seq.) ("CERCLA"), as amended from time to time, and regulations promulgated thereunder; (iii) asbestos; (iv) polychlorinated biphenyls; (v) underground storage tanks, whether empty, filled or partially filled with any substance; (vi) any substance the presence of which on the Property is prohibited by any applicable governmental requirements and regulations ("Governmental Requirements"); and (vii) any other substance which by any Governmental Requirements requires special handling or notification of any federal, state, or local governmental entity in its collection, storage, treatment, or disposal.

(b) "Hazardous Materials Contamination" shall mean the contamination (whether presently existing or hereafter occurring) of any improvements, facilities, soil, groundwater, air or other elements on or of the Property by Hazardous Materials, or the contamination of the buildings, facilities, soil, groundwater, air, or other elements on or of any other property as a result of Hazardous Materials at any time (whether before or after the date of this Deed of Trust) emanating from the Property.

6.02 REPRESENTATIONS AND WARRANTIES. . Grantor represents and warrants that subject to the Phase I dated April 14, 2017, performed by Salem Engineering Group, Inc.:

(a) No Hazardous Materials are now located on the Property, and neither Grantor nor, to Grantor's knowledge, any other person has ever caused or permitted any Hazardous Materials to be placed, held, located, or disposed of on, under or at the Property or any part thereof;

(b) No part of the Property is being used or, to the knowledge of Grantor, has been used at any previous time for the disposal, storage, treatment, processing, or other handling of Hazardous Materials, nor is any part of the Property affected by any Hazardous Materials Contamination;

(c) To the best of the Grantor's knowledge and belief, no property adjoining the Property is being used, or has ever been used at any previous time, for the disposal, storage, treatment, processing or other handling of Hazardous Materials, nor is any other property adjoining the Property affected by Hazardous Materials Contamination;

(d) No investigation, administrative order, consent order and agreement, litigation or settlement with respect to Hazardous Materials or Hazardous Materials Contamination is proposed, threatened, anticipated or in existence with respect to the Property. The Property is not currently on, and to Grantor's knowledge, after diligent investigation and inquiry, has never been on any federal or state "Superfund" or "Superlien" list;

6.03 GRANTOR'S COVENANTS. Grantor agrees to (a) give notice to Beneficiary immediately upon Grantor's acquiring knowledge of the presence of any Hazardous Materials on the Property or of any Hazardous Materials Contamination with a full description thereof; (b) promptly comply with any Governmental Requirements requiring the removal, treatment or disposal of such Hazardous Materials or Hazardous Materials Contamination and provide Beneficiary with satisfactory evidence of such compliance; and (c) provide Beneficiary, within thirty (30) days after demand by Beneficiary, with a bond, letter of credit or similar financial assurance evidencing to Beneficiary's satisfaction that the necessary funds are available to pay the cost of removing, treating and disposing of such Hazardous Materials or Hazardous Materials Contamination and discharging any assessments which may be established on the Property as a result thereof.

6.04 SITE ASSESSMENTS. Beneficiary (by its officers, employees and agents) at any time and from time to time, either prior to or after any breach by Grantor of any covenant or agreement in this Deed of Trust, may contract for the services of persons (the "Site Reviewers") to perform environmental site assessments ("Site Assessments") on the Property for the purpose of determining whether there exists on the Property any environmental condition which could reasonably be expected to result in any liability, cost, or expense to the owner, occupier or operator of such Property arising under any state, federal or local law, rule or regulation relating to Hazardous Materials. The Site Assessments may be performed at any time or times, upon reasonable notice, and under reasonable conditions established by Grantor which do not impede the performance of the Site Assessments. The Site Reviewers are authorized to enter upon the Property for such purposes. The Site Reviewers are further authorized to perform both above and below the ground testing for environmental damage or the presence of Hazardous Materials on the Property and such other tests on the Property as may be necessary to conduct the Site Assessments in the reasonable opinion of the Site Reviewers. Grantor will supply to the Site Reviewers such historical and operational information regarding the Property as may be reasonably requested by the Site Reviewers to facilitate the Site Assessments and will make available for meetings with the Site Reviewers appropriate personnel having knowledge of such matters. On request, Beneficiary shall make the results of such Site Assessments fully available to Grantor, which (prior to any breach by Grantor or any covenant or agreement in this Deed of Trust) may, at Grantor's election, participate under reasonable procedures in the direction of such Site Assessments and the description of tasks of the Site Reviewers. The cost of performing such Site Assessments shall be paid by Grantor upon demand of Beneficiary and any such obligations shall be Indebtedness secured by this Deed of Trust.

6.05 INDEMNIFICATION. Regardless of whether any Site Assessments are conducted hereunder, if any breach by Grantor of any covenant or agreement in this Deed of Trust shall have occurred and be continuing or any remedies in respect of the Property are exercised by Beneficiary, Grantor shall defend, indemnify, and hold harmless Beneficiary and Trustee from any and all liabilities (including strict liability), actions, demands, penalties, losses, costs, or expenses (including without limitation attorneys' fees and expenses, and remedial costs), suits, costs of any settlement or judgment and claims of any and every kind whatsoever which may now or in the future (whether before or after the release of this Deed of Trust) be paid, incurred or suffered by or asserted against Beneficiary or Trustee by any person or entity or governmental agency for, with respect to, or as a direct or indirect result of, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release from the Property of any Hazardous Materials or any Hazardous Materials Contamination or arise out of or result from the environmental conditions of the Property or the applicability of any Governmental Requirements relating to Hazardous Materials (including without limitation CERCLA or any federal, state or local so-called "Superfund" or "Superlien" laws, statute, law, ordinance, code, rule, regulation, order or decree), regardless of whether or not caused by or within the control of Grantor, Beneficiary or Trustee. The representations, covenants, warranties, and indemnifications contained in this Article VI shall survive the release of this Deed of Trust.

6.06 RIGHTS OF BENEFICIARY. Beneficiary shall have the right, but not the obligation, prior or subsequent to any breach by Grantor of any covenant or agreement in this Deed of Trust, without in any way limiting Beneficiary's other rights and remedies under this Deed of Trust, to enter onto the Property or to take such other actions as it deems necessary or advisable to clean up, remove, resolve or minimize the impact of, or otherwise deal with any Hazardous Materials or Hazardous Materials Contamination on the Property following receipt of any notice from any person or entity asserting the existence of any Hazardous Materials or Hazardous Materials Contamination pertaining to the Property or any part thereof which, if true, could result in an order, suit, imposition of a lien on the Property, or other action, and/or which, in Beneficiary's sole opinion, could jeopardize Beneficiary's security under this Deed of Trust. All costs and expenses paid or incurred by Beneficiary in the exercise of any such rights shall be Indebtedness secured by this Deed of Trust and shall be payable by Grantor upon demand.

## ARTICLE VII - MISCELLANEOUS PROVISIONS

7.01 RELEASE. Upon payment of all sums secured by this Deed of Trust, Beneficiary shall release this Deed of Trust. Grantor shall pay Beneficiary's reasonable costs incurred in releasing this Deed of Trust.

7.02 GRANTOR AND LIEN NOT RELEASED. From time to time, Beneficiary may, at Beneficiary's option, without giving notice to or obtaining the consent of Grantor, Grantor's successors or assigns or of any junior lienholder or guarantors, without liability on Beneficiary's part and notwithstanding Grantor's breach of any covenant or agreement of Grantor in this Deed of Trust, extend the time for payment of said Indebtedness or any part thereof, reduce the payments thereon, release anyone liable on any of said Indebtedness, accept a renewal note or notes therefor, modify the terms and time of payment of said Indebtedness, release from the lien of this Deed of Trust any part of the Property, take or release other or additional security, reconvey any part of the Property, consent to any map or plan of the Property, consent to the granting of any easement, join in any extension or subordination agreement, and agree in writing with Grantor to modify the rate of interest or period of amortization of the Note or change the amount of the installments payable thereunder. Any actions taken by Beneficiary pursuant to the terms of this Section 7.01 shall not affect the obligation of Grantor or Grantor's successors or assigns to pay the sums secured by this Deed of Trust and to observe the covenants of Grantor contained herein, shall not affect the guaranty of any person, corporation, partnership, or other entity for payment of the Indebtedness secured hereby, and shall not affect the lien or priority of lien hereof on the Property. Grantor shall pay Beneficiary a reasonable service charge, together with such title insurance premiums and attorney's fees as may be incurred at Beneficiary's option, for any such action if taken at Grantor's request.

7.03 NOTICE. Except for any notice required under applicable law to be given in another manner, (a) any notice to Grantor provided for in this Deed of Trust or in the Note shall be given by mailing such notice by certified mail addressed to Grantor at Grantor's address stated in this Deed of Trust or at such other address as Grantor may designate by notice to Beneficiary as provided herein, and (b) any notice to Beneficiary shall be given by certified mail, return receipt requested, to Beneficiary's address stated herein or to such other address as Beneficiary may designate by notice to Grantor as provided herein. Any notice provided for in this Deed of Trust or in the Note shall be deemed to have been given to Grantor or Beneficiary when given in the manner designated herein.

7.04 SUCCESSORS AND ASSIGNS BOUND. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Beneficiary and Grantor, subject to the provisions of Section 5.10 hereof.

7.05 JOINT AND SEVERAL LIABILITY. All covenants and agreements of Grantor shall be joint and several.

7.06 AGENTS. In exercising any rights hereunder or taking any actions provided for herein, Beneficiary may act through its employees, agents or independent contractors as authorized by Beneficiary.

7.07 GOVERNING LAW. This Deed of Trust shall be governed by the applicable laws of the State of Oregon and the United States of America without regard to principles of conflicts of law.

7.08 SEVERABILITY. In the event that any provision of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provisions, and to this end the provisions of this Deed of Trust and the Note are declared to be severable.

7.09 USURY DISCLAIMER. In the event that any applicable law limiting the amount of interest or other charges permitted to be collected from Grantor is interpreted so that any charge provided for in this Deed of Trust or in the Note, whether considered separately or together with other charges levied in connection with this Deed of Trust and the Note, violates such law, and Grantor is entitled to the benefit of such law, such charge is hereby reduced to the extent necessary to eliminate such violation. The amounts, if any, previously paid to Beneficiary in excess of the amounts payable to Beneficiary pursuant to such charges as reduced shall be applied by Beneficiary to reduce the principal of the Indebtedness evidenced by the Note. For the purpose of determining whether any applicable law limiting the amount of interest or other charges permitted to be collected from Grantor has been

violated, all Indebtedness which is secured by this Deed of Trust or evidenced by the Note and which constitutes interest, as well as other charges levied in connection with such Indebtedness which constitute interest, shall be deemed to be allocated and spread over the stated term of the Note. Unless otherwise required by applicable law, such allocation and spreading shall be effected in such a manner that the rate of interest computed thereby is uniform throughout the stated term of the Note.

7.10 PARTIAL INVALIDITY. In the event any portion of the sums intended to be secured by this Deed of Trust cannot be lawfully secured hereby, payments in reduction of such sums shall be applied first to those portions not secured hereby.

7.11 CAPTIONS. The captions and headings of the Sections of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

7.12 ADVANCES AND RENEWALS. Grantor agrees that each request made for an advance under the Note described above and secured hereby and each renewal and/or extension of the indebtedness evidenced thereby, whether such request, renewal and/or extension is made orally or in writing, shall constitute, unless specifically denied by Grantor in writing, a representation and warranty by Grantor that (i) no default exists, and no event has occurred which solely with the passage of time or the giving of notice or both would constitute a default under this Deed of Trust; (ii) all written representations and warranties previously made by Grantor in connection with the transaction of which this Deed of Trust is a part continue to be true and correct; and (iii) Grantor has no claim or cause of action against Beneficiary in connection with said transaction (or if Grantor does have such a claim or cause of action, then such claim or cause of action is by such request, renewal and/or extension expressly released and discharged in consideration of Beneficiary's making the requested advance, renewal and/or extension).

7.13 MISCELLANEOUS PROVISIONS.

(a) Grantor shall keep the Property free and clear of all other encumbrances, including liens inferior to the lien herein granted unless Beneficiary consents to same in writing.

(b) Grantor shall reimburse Beneficiary upon demand for all costs and expenses incurred by Beneficiary as would be reasonably necessary to comply with applicable state and/or federal laws and regulations, taxing authorities and regulations as they change or be required before default in (i) making and administering the loan evidenced by the Note, (ii) protecting and maintaining unimpaired Beneficiary's liens and security interests in the Property, (iii) determining or verifying the condition and value of the Property from time to time, and (iv) collecting payment of the Note, including without limitation all filing fees, transfer fees and expenses, documentation fees, appraisal fees, inspection costs, storage costs, inventories, audits, attorneys' fees, accounting fees, engineering fees, and such other expenses incurred by the Beneficiary as the Beneficiary deems necessary or appropriate, in its discretion, to administer the loan and protect, maintain and verify its interest in the Property. All such costs and expenses incurred by the Beneficiary shall be deemed advances made to the Grantor, and shall be included in the Note, the payment of which is secured by this deed of trust.

(c) Grantor represents and warrants that the Property, or any part thereof, is not situated within a flood plain, flood prone area, special flood hazardous area, or the like, as so designated by the applicable Flood Hazard Insurance Administration and/or any other federal agency appointed to regulate such matters under the Federal Flood Disaster Protection Act, as amended, and Grantor herein indemnifies and holds Beneficiary safe and harmless from any claims and/or costs arising against or incurred by Beneficiary if the Property (or any part thereof) is, in fact, determined to be in such an area.

(d) Grantor agrees that each request made for an advance under the Note described above and secured hereby and each renewal and/or extension of the indebtedness evidenced thereby, whether such request, renewal and/or extension is made orally or in writing, shall constitute, unless specifically denied by Grantor in writing, a representation and warranty by Grantor that (i) no default exists, and no event has occurred which solely with the passage of time or the giving of notice or both would constitute a default under this deed of trust; (ii) all written representations and warranties previously made by Grantor in connection with the transaction of which this deed of trust is a part continue to be true and correct; and (iii) Grantor has no claim or cause of action against Beneficiary in connection with said transaction (or if Grantor does have such a claim or cause of action, then such claim or cause of



action is by such request, renewal and/or extension expressly released and discharged in consideration of Beneficiary's making the requested advance, renewal and/or extension).

(e) Grantor warrants and represents to Beneficiary that the Property is not the business or residential homestead of Grantor or any other person. Grantor has no present intent to occupy in the future or use or claim in the future the Property either as business or residential homestead.

(f) Unless otherwise provided for in the Note, in the event any installment, or any part thereof, remains unpaid for ten (10) or more days past the due date thereof as provided above, Grantor shall pay to Beneficiary, in addition to any other amounts to which Beneficiary may be entitled hereunder, a reasonable late payment fee equal to five (5) percent of the amount of said installment, which amount is stipulated by Grantor to be reasonable in order to compensate Beneficiary for its additional costs incurred as a result of having to attend to such delinquency. This late charge should be paid only once, but promptly, as to each respective late payment. It is further agreed that the imposition of any such late payment fee shall in no way prejudice or limit Beneficiary's rights or remedies against Grantor under this Deed of Trust, the Note or any of the other loan documents entered in connection therewith.

(g) In the event any check used to make a payment to Beneficiary is dishonored for any reason, Grantor shall pay to Beneficiary, in addition to any other amounts to which Beneficiary may be entitled hereunder, a reasonable processing fee (or the maximum amount provided from time to time pursuant to applicable laws). This processing fee should be paid once with respect to each dishonor of a check. It is further agreed that the imposition of any such processing fee shall in no way prejudice or limit Beneficiary's rights or remedies against Grantor under this Deed of Trust, the Note or any of the other loan documents entered in connection therewith.

(h) Upon the death of any individual Grantor or the death of any individual Grantor or guarantor, or upon the dissolution of any corporation, limited liability company, partnership or other entity comprising Grantor, Grantor or any guarantor, Beneficiary, at Beneficiary's option, has the right to declare the same to be a default under this Deed of Trust, the Note or any of the other loan documents entered in connection therewith.

(i) As further security for this Agreement, Grantor grants to Beneficiary a first lien and contractual right of set-off in and to all money and property of Grantor now or at any time hereafter coming within the custody or control of the Beneficiary, including (without limitation) all certificates of deposit and other accounts, whether such certificates of deposit and/or accounts have matured or not, and whether the exercise of such right of set-off results in loss of interest or other penalty under the terms of the certificate of deposit or account agreement. It is further agreed that the Beneficiary shall have a first lien on all deposits and other sums at any time credited by or due from the Beneficiary to Grantor or any guarantor, as security for the payment of this Agreement, and Beneficiary, at its option and after acceleration of the maturity of this Agreement (however said maturity may be brought about) may without notice and without any liability, hold all or any part of any such deposits or other sums until all amounts owing on this Agreement have been paid in full, and/or Beneficiary may apply or set-off all or any part of any such deposits or other sums credited by or due from Beneficiary to or against any sums due on this Agreement in any manner and in any order of preference which the Beneficiary, in its sole discretion, chooses.

(j) Grantor shall furnish from time to time to Beneficiary, upon Beneficiary's request, copies of balance sheets of Grantor (and any guarantors) and copies of statements of income and cash flow of Grantor (and any guarantors), covering such periods of time and containing such reasonable detail as Beneficiary shall reasonably request, and stating changes in the financial position of Grantor for the same periods and which are confirmed by Grantor (and guarantors respectively) as being true, whole, accurate and without material omission..

(k) Subject to Section 3.4 above, Grantor shall promptly obtain and deliver to Beneficiary insurance policies with premiums paid providing extended coverage for all buildings and other property covered by this Deed of Trust against damage by fire and lightning and against such other risks as Beneficiary may require (Builder's Risk insurance shall be acceptable as to any improvements to be constructed on the Real Property during the construction phase of any construction loan), all in amounts approved by Beneficiary not less than 100% of full replacement cost of all improvements located on the Real Property, such that Grantor and/or Beneficiary shall not become a co-insurer under any required insurance policy, such insurance to be written on a form and with companies having a Best's Insurance Guide Rating of A, Class XIV or higher, all as approved by Beneficiary, with (i) loss made payable

to Beneficiary pursuant to a standard mortgagee clause (in form acceptable to Beneficiary), without contribution; (ii) provision that (a) each of said policies shall not be terminated, reduced or limited regardless of any breach of the representations and agreements set forth therein, and (b) no such policy shall be canceled, endorsed or amended to any extent unless the issuer thereof shall have first given Beneficiary at least 15 days' prior written notice. All renewal and substitute policies of insurance shall be delivered to the office of Beneficiary, premiums paid, at least ten (10) days before expiration of the insurance protection to be replaced by such renewal or substituted policies. In case of loss, Beneficiary, at Beneficiary's option, shall be entitled to receive and retain the proceeds of the insurance policies, applying the same toward payment of the Indebtedness in such manner as Beneficiary may elect, or at Beneficiary's option, Beneficiary may pay the same over wholly or in part to Grantor for the repair of said improvements or for the erection of new improvements in their place, or for any other purpose satisfactory to Beneficiary, but Beneficiary shall not be obligated to see to the proper application of any amounts so paid to Borrower or Grantor. If Beneficiary elects to allow such payments to Grantor, disbursement shall be on such terms subject to such conditions as Beneficiary may specify. Regardless of whether any insurance proceeds payable to them are sufficient to pay the costs of repair and restoration of the Property, Grantor shall promptly commence and carry out the repair, replacement, restoration and rebuilding of any and all of the improvements damaged or destroyed so as to return same, to the extent practicable, to the same condition as immediately prior to such damage to or destruction thereof. Grantor shall not permit or carry on any activity within or relating to the Property that is prohibited by the terms of any insurance policy covering any part of the Property or which permits cancellation of or increase in the premium payable for any insurance policy covering any part of the Property. In the event of a foreclosure of this Deed of Trust, the purchaser of the Property shall succeed to all the rights of Grantor, including any right to unearned premiums, in and to all policies of insurance assigned and delivered to Beneficiary pursuant to the provisions of this Deed of Trust. Regardless of the types or amounts of insurance required and approved by Beneficiary, Borrower or Grantor shall assign and deliver to Beneficiary all policies of insurance that insure against any loss or damage to the Property, as collateral and further security for the payment of the Indebtedness. Borrower or Grantor shall also obtain and maintain in force and effect at Grantor's expense such liability and other insurance policies and protection as Beneficiary may from time to time require. Furthermore, if any portion of the Property is situated in an area, or is subsequently designated in an area, having special flood hazards (as defined in the Flood Disaster Protection Act of 1973, as amended from time to time, or any similar legislation), Grantor shall provide flood insurance to Beneficiary in an amount equal to the replacement cost of the improvements or the maximum amount of flood insurance available, whichever is the lesser.

#### **WARNING**

**Unless Grantor provides Beneficiary with evidence of the insurance coverage as required by this Deed of Trust, 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 Property becomes damaged, the coverage that Beneficiary purchases may not pay any claim Grantor makes or any claim made against Grantor. Grantor may later cancel this coverage by providing evidence that Grantor has obtained property coverage elsewhere.**

**Grantor is responsible for the cost of any insurance purchased by Beneficiary. The cost of this insurance may be added to Grantor's loan balance. If the cost is added to Grantor's loan balance, the interest rate on the underlying loan will apply to this added amount. The effective date of coverage may be the date on which Grantor's prior coverage lapsed or the date on which Grantor failed to provide proof of coverage.**

**The coverage that Beneficiary purchases may be considerably more expensive than insurance that Grantor can obtain on its own and may not satisfy any need for property damage coverage or any mandatory liability insurance requirements imposed by applicable law.**

(l) Grantor shall pay all taxes and assessments against the Property as the same become due and payable, and prior to delinquency. Grantor shall not defer the collection of taxes on the Property, in the event deferral of such taxes is permitted under applicable law. In the event of the passage of any law, ordinance, or regulation, deducting from the Property for the purposes of taxation any lien thereon, or changing in any way the laws now in force for the taxation of mortgages, deeds of trust, or indebtedness secured thereby, or the manner of the operation of any such taxes so as to affect the interest of Beneficiary, then and in such event, Grantor shall bear and pay the full amount of such taxes, unless the payment thereof by Grantor would be unlawful or if the payment

thereof would constitute usury or render the indebtedness due Beneficiary wholly or partially usurious; provided, however, that if for any reason payment by Grantor or by Beneficiary of any such new or additional taxes would be unlawful or if the payment thereof would constitute usury or render the indebtedness due Beneficiary wholly or partially usurious, Beneficiary may, at Beneficiary's option, declare said unpaid indebtedness with all accrued interest thereon to be immediately due and payable, or Beneficiary may, at Beneficiary's option, pay the amount or portion of such taxes which would otherwise render said indebtedness unlawful or usurious, in which event Grantor shall concurrently therewith pay the remaining lawful and nonusurious portion or balance of said taxes. If Grantor fails to pay any taxes and assessments (including interest, penalties, costs and expenses) against the Property, enters into a tax lien loan to any person or entity, allows any person or entity to receive a transfer of an ad valorem tax lien, or defers the payment of taxes or assessments, Beneficiary may in Beneficiary's sole discretion, in addition to Beneficiary's other rights as provided in this Deed of Trust, elect to advance and pay the same at Grantor's expense.

(m) It is agreed that all obligations incurred by the Grantor under any agreement between Grantor and Beneficiary or any affiliate of Beneficiary, including but not limited to an ISDA Master Agreement, whether now existing or hereafter executed, which provides for an interest rate, currency, equity, credit or commodity swap, cap, floor or collar, spot or foreign currency exchange transaction, cross currency rate swap, currency option, any combination or, or option with respect to, any of the foregoing or similar transactions, for the purpose of hedging the Grantor's exposure to fluctuations in interest rates, exchange rates, currency, stock, portfolio or loan valuations or commodity prices (each a "Hedge Agreement") shall also be secured by this Deed of Trust.

#### ARTICLE VIII - CONSTRUCTION LOAN

8.01 CONSTRUCTION LOAN MORTGAGE. This Deed of Trust is a "construction mortgage" within the meaning of Oregon Revised Statute 79.0334 in that it secures an obligation incurred for the construction of improvements on land.

The maximum principal amount to be advanced pursuant to the credit agreement secured by this line-of-credit instrument may be exceeded by advances to complete construction pursuant to Oregon Revised Statute 86.155(2)(c).

8.02 CONSTRUCTION LOAN AGREEMENT. Grantor agrees to comply with the covenants and conditions of the Construction Loan Agreement, if any, which is hereby incorporated by reference in and made a part of this Deed of Trust. All advances made by Beneficiary pursuant to the Construction Loan Agreement shall be an indebtedness of Grantor secured by this Deed of Trust, and such advances may be obligatory as provided in the Construction Loan Agreement.

8.03 DISBURSEMENTS TO PROTECT SECURITY. All sums disbursed by Beneficiary prior to completion of the improvements to protect the security of this Deed of Trust up to the principal amount of the Note shall be treated as disbursements pursuant to the Construction Loan Agreement. All such sums shall bear interest from the date of disbursement at the rate stated in the Note, unless collection from Grantor of interest at such rate would be contrary to applicable law in which event such amounts shall bear interest at the highest rate which may be collected from Grantor under applicable law and shall be payable upon notice from Beneficiary to Grantor requesting payment therefor.

8.04 ASSIGNMENT OF RIGHTS OR CLAIMS. From time to time as Beneficiary deems necessary to protect Beneficiary's interest, Grantor shall, upon request of Beneficiary, execute and deliver to Beneficiary, in such form as Beneficiary shall direct, assignments of any and all rights or claims which relate to the construction of the Property.

8.05 BREACH BY GRANTOR. In case of breach by Grantor of the covenants and conditions of the Construction Loan Agreement, Beneficiary, at Beneficiary's option, with or without entry upon the Property, (a) may invoke any of the rights or remedies provided in the Construction Loan Agreement, (b) may accelerate the sums secured by this Deed of Trust and invoke those remedies provided in Article V of this Deed of Trust, or (c) may do both.

8.06 TRANSFER OF NOTE. If, after the commencement of amortization of the Note, the Note and this Deed of Trust are sold by Beneficiary, from and after sale the Construction Loan Agreement shall cease to be a part of this

Deed of Trust and Grantor shall not assert any right of set-off, counterclaim or other claim or defense arising out of or in connection with the Construction Loan Agreement against the obligations of the Note and this Deed of Trust.

EXECUTED: May 17, 2017, but effective May 26, 2017.

GRANTOR:

DG-CHILOQUIN, OR-1-UT, LLC, a Utah limited liability company, authorized to do business in Oregon.

By: EMBREE ASSET GROUP, INC., a Texas corporation, its Member

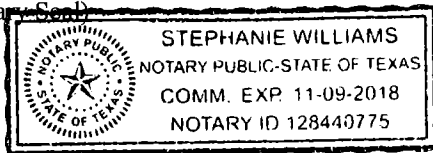
By:

Philip H. Annis  
PHILIP H. ANNIS, President

THE STATE OF TEXAS       §  
  §  
COUNTY OF WILLIAMSON   §

This Deed of Trust was acknowledged before me on the 17<sup>th</sup> day of May, 2017, by PHILIP H. ANNIS, President of EMBREE ASSET GROUP, INC., a Texas corporation Member of DG-CHILOQUIN, OR-1-UT, LLC, a Utah limited liability company, authorized to do business in Oregon, on behalf of said corporation and limited liability company.

(Notary Seal)



Stephanie Williams  
Notary Public in and for the State of Texas

## **EXHIBIT "A" LEGAL DESCRIPTION**

Parcel 2 of Partition Plat LP 11-16, a replat of a portion of the Government Lots 1, 7 and 8 in the NE1/4 of Section 4, Township 35 South, Range 7 East, of the Willamette Meridian Klamath County, Oregon, recorded April 7, 2017 in Instrument 2017-003674.