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Klamath County, Oregon

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RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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NCS-1007249-CC

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Prudential Loan Nos. 717610757 & 717611860

**DEED OF TRUST, SECURITY AGREEMENT,
AND FIXTURE FILING
WITH ASSIGNMENT OF RENTS AND PROCEEDS, LEASES AND AGREEMENTS**

**THIS DOCUMENT CONSTITUTES A FIXTURE FILING
IN ACCORDANCE WITH ORS § 79.0502(3)**

**The maturity date of the obligations secured by this Deed of Trust
is on or before January 1, 2030.**

This DEED OF TRUST, SECURITY AGREEMENT, AND FIXTURE FILING WITH ASSIGNMENT OF RENTS AND PROCEEDS, LEASES AND AGREEMENTS (this "*Deed of Trust*") dated June 9, 2020, is made by

BRETT W. LAGRANDE, as successor Trustee of The Michael V. LaGrande Family Trust established under The LaGrande Family Trust dated December 28, 2011,

BRETT W. LAGRANDE, as successor Trustee of The Kristine A. LaGrande Family Trust established under The LaGrande Family Trust dated December 28, 2011, for the benefit of the surviving spouse,

(together, "*Grantor*") as trustors, each Grantor having a mailing address at 2500 Venture Oaks Way, Suite 175, Sacramento, California 95833, to FIRST AMERICAN TITLE INSURANCE COMPANY ("*Trustee*") as trustee, having offices at 1850 Mt. Diablo Blvd., Suite 530, Walnut Creek, California 94596, for the benefit of THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a New Jersey corporation, ("*Lender*") as beneficiary, having offices at c/o Prudential Asset Resources, 2100 Ross Avenue, Suite 2500, Dallas, Texas 75201, referencing Loan Nos. 717610757 & 717611860.

WITNESSETH:

Grantor IRREVOCABLY GRANTS, CONVEYS, TRANSFERS AND ASSIGNS to Trustee, IN TRUST, WITH POWER OF SALE, for the benefit of Lender, all of Grantor's right, title and interest now owned or hereafter acquired in and to the Property, FOR THE PURPOSE OF SECURING, in such order of priority as Lender may determine, payment of the Indebtedness and performance of the Secured Obligations.

ARTICLE 1

DEFINITIONS

1.1 Defined Terms.

“Borrower” means BRETT W. LAGRANDE, as Trustee of The Kristine A. LaGrande Family Trust, The Michael V. LaGrande Family Trust, and The Marital Elective Income Trust, each established pursuant to The LaGrande Family Trust dated December 28, 2011, executed by Michael V. LaGrande and Kristine A. LaGrande, husband and wife, as trustors, amended and restated on November 14, 2013, amended a second time on August 18, 2016, amended a third time on July 5, 2017, amended a fourth time on July 17, 2018, and amended a fifth time on October 16, 2018, the foregoing all individually and together.

“California Deed of Trust” means the Deed of Trust, Security Agreement, and Fixture Filing with Assignment of Rents and Proceeds, Leases and Agreements dated the same as and being recorded concurrently with this Deed of Trust and executed by Borrower as trustor in favor of Lender to encumber properties in Glenn and Tehama Counties, California, to secure the same Secured Obligations as defined in this Deed of Trust.

“Fixtures” means any and all property affixed to the Land and/or located upon or within the Improvements which are so related to the Land that an interest in such property arises under applicable real estate or real property law.

“Improvements”: All (i) building improvements and fixtures now or hereafter located on the Land, including, without limitation, all buildings, sheds, warehouses, storage facilities and other buildings, (ii) stock water equipment located on or used in connection with the Land, including, without limitation, wells, well casings, pumps, booster pumps, motors, engines, gearheads, sand filters and pressure systems pumps, drainage pipe, and culverts, (iii) enclosures of the Land or any part thereof, including, without limitation, fences, gates, shuts, posts, poles, barbed wire and electric wire, and (iv) electric, gas and water lines and equipment located on the Land, including, without limitation, transformers, circuit breakers, switch boxes, fuse and breaker panels, regulators, cut on/off valves, wiring and pipe.

“Indebtedness” is defined in the Loan Agreement and includes all amounts payable under the Note and any other amount due from Borrower under the Loan Documents other than Unsecured Obligations.

“Land” means the real property legally described on Exhibit A, together with all existing and future easements and rights affording access to it, all appurtenances, easements, estates, development rights, air rights, all oil, gas and minerals and other hydrocarbon substances on or hereafter on or under the Land before or after extraction and all rights and interests thereto or therein, and all other interests, rights and privileges relating to the Land, and any land lying in the streets, roads or avenues adjoining the Land or any part thereof.

“Laws and Restrictions” means all laws, regulations, orders, codes, ordinances, rules, statutes and policies, permits, licenses, certificates, restrictive covenants and other covenants relating to the development, occupancy, ownership, management, use, and/or operation of the Property or otherwise affecting the Property or Grantor.

“Lease” and ***“Leases”*** both mean any and all leasehold interests, including subleases and tenancies following attornment or other agreements providing for use or occupancy of the Property, now or hereafter affecting or covering any part of the Property, including all guaranties thereof any use or occupancy arrangements created pursuant to Section 365(h) of Title 11 of the United States Code or otherwise in connection with the commencement or continuance of any bankruptcy, reorganization, arrangement, insolvency, dissolution, receivership or similar proceedings or any assignment for the benefit of creditors in respect of any tenant or occupant of any portion of the Land, and all right, title and interest of Grantor in and to property of any tenant or other person under any such agreement or under any other arrangement entered into in connection with any such agreement, and any and all cash, security deposits, advance rentals

and deposits or payments of a similar nature under any such agreement or other arrangement and together with all money payable thereunder or in connection therewith (including, without limitation, any and all cancellation or termination payments).

“Loan Agreement” means the Loan Agreement between Borrower and Lender having the same date as this Deed of Trust, as amended, restated, replaced, supplemented or otherwise modified from time to time.

“Loan Documents” is defined in the Loan Agreement and includes the Notes, the Loan Agreement, this Deed of Trust, the California Deed of Trust, and all other documents evidencing, securing or relating to the Loans evidenced by the Notes. However, no Unsecured Obligation is secured by this Deed of Trust.

“Note” and **“Notes”** both mean the following promissory notes, individually and together, each payable to Lender or its order:

- (i) Promissory Note dated November 13, 2013, in the original principal amount of \$4,700,000 (**“Note 1”**, Loan No. 717610757) originally executed by MICHAEL V. LaGRANDE and KRISTINE A. LaGRANDE, husband and wife, individually and as Co-Trustees of The LaGrande Family Trust dated December 28, 2011, and KENNETH M. LaGRANDE and JULIE LaGRANDE, husband and wife, individually and as Co-Trustees of the LaGrande Family Trust dated August 29, 2011, on which Note 1 the Borrower as defined in this Deed of Trust is personally obligated pursuant to the Loan Agreement; and
- (ii) Promissory Note dated the same as this Deed of Trust in the principal amount of \$1,084,000 (**“Note 2”**, Loan No. 717611860) executed by Borrower; and
- (iii) all modifications, renewals, extensions and replacements thereof.

The current aggregate principal balance of the Notes is FIVE MILLION SIXTY-FOUR THOUSAND and no/100 DOLLARS (\$5,064,000.00). The latest maturity date of the Notes is January 1, 2026.

“Permitted Exceptions” means those title exceptions set forth in the title insurance policy issued in favor of Lender that insures the priority of this Deed of Trust, and each Lease permitted under the Loan Agreement.

“Property” means all of Grantor’s right, title and interest, whether now owned or hereafter acquired, in and to:

- (a) The Land, Improvements, Leases, Property Agreements, Rents and Proceeds, and Water Rights.
- (b) All trademarks, service marks, designs, logos, names or similar identifications pertaining to the Land or under which the Property may be known or operated, whether registered or unregistered, and all rights to carry on business under such names, and any related goodwill associated in any way with such names or the Property.
- (c) All building materials, equipment, work in process and other personal property of any kind, whether stored on the Land or elsewhere, which have been or later will be acquired for the purpose of being delivered to, incorporated into or installed in or about the Land or the Improvements.
- (d) All accounts and general intangibles (as such terms are defined in Article 9 of the Uniform Commercial Code) arising out of or incident to the ownership, development or operation of the Land and Improvements, and all other tangible and intangible property and rights relating to the Land and Improvements or the operation thereof, or to be used in connection with the Land and Improvements.
- (e) All insurance policies pertaining to the Land and the Improvements, and all proceeds, including all claims to and demands for them, from the voluntary or involuntary conversion of any of the Land, Improvements or the other Property described above into cash or liquidated claims, including proceeds of all present and future fire, hazard or casualty insurance policies and all condemnation awards or payments now or later to be made by any public body or decree by any court of competent jurisdiction for any taking or in connection with any condemnation or eminent domain proceeding.

(f) All claims and causes of action and their proceeds for any damage or injury to the Land, the Improvements or the other Property or any part of them, or breach of warranty in connection with the construction of the Improvements, including causes of action arising in tort, contract, fraud or concealment of a material fact and all causes of action and recoveries now or hereafter existing for any loss or diminution in value of the Property.

(g) All products and proceeds of all of the foregoing.

Notwithstanding the foregoing or any other provision in this Deed of Trust or the other Loan Documents, "Property" does not include:

- (A) Vehicles, rolling stock, farm machinery (including tractors, combines and other farm machinery), or any other "equipment", as defined in Article 9 of the Uniform Commercial Code, that is not part of the Improvements ; or
- (B) portable irrigation motors on wheels customarily towed by a motorized vehicle; or
- (C) any mobile or manufactured home that may be located on the Land; or
- (D) crops grown on the Land.

"Property Agreements" means any and all agreements related to the development, ownership, management or operation of the Land, its Improvements, Leases, and other Property, including licenses, reports, surveys, studies, development agreements, maintenance or management agreements, agreements regarding water, and governmental authorizations, approvals and permits, as the same may be amended or otherwise modified, restated or newly entered into from time to time.

"Receiver" means any trustee, receiver, custodian, fiscal agent, liquidator or similar officer.

"Rents and Proceeds" means all rents, royalties, revenues, issues, profits, proceeds (including, without limitation proceeds from the sale of all or any portion of the Land, the Property, or any interest therein) and other income and receipts from the Property, whether now due or which may become due or to which Grantor may now or shall hereafter become entitled or may demand or claim, arising or issuing from or out of any Lease, license, bill of sale or deed, Property Agreement or from or out of the Land, or any part thereof, including but not limited to any and all rights and claims of any kind Grantor may have against any lessee or subtenant, occupant or licensee of the Land or the Improvements, (including any payments received pursuant to Section 502(b) of the Bankruptcy Code or otherwise in connection with the commencement or continuance of any bankruptcy, reorganization, arrangement, insolvency, dissolution, receivership or similar proceedings or any assignment for the benefit of creditors in respect of any tenant or occupant of any portion of the Land and all claims as a creditor in connection with any of the foregoing).

"Secured Obligations" means: (i) the due and punctual payment of the present and future Indebtedness by Borrower; (ii) the performance of any and all other present and future obligations of Borrower to Lender under the Loan Documents other than the Unsecured Obligations; and (iii) all future supplemental or additional loans, future advances or extensions of credit by Lender or its affiliate, and all other future financial obligations incurred by Borrower in favor of Lender or its affiliate, which by their express terms are secured by this Deed of Trust.

"Unsecured Obligation" is defined in Section 7.11 of this Deed of Trust.

"Water Law" means all laws, statutes, rules, regulations, ordinances, groundwater sustainability or management plans, judicial and administrative decisions, court decrees and orders, and other governmental requirements, whether federal, state or local, governing or relating to the control, appropriation, use, conveyance, development or distribution of water of any kind or the rights thereto.

"Water Rights" means all of Grantor's right, title and interest in all water (including any water inventory in storage), water rights and entitlements, other rights to water and to receive water, and water rights of every other kind or nature, that serve the Land, including, without limitation, stored water, groundwater, surface water, riparian rights, drainage rights, and all rights to obtain water from governmental water district and non-governmental water companies.

1.2 **Other Definitions.** Capitalized terms used but not defined in this Deed of Trust are defined in the Loan Agreement.

ARTICLE 2

REPRESENTATIONS AND WARRANTIES

Grantor represents and warrants to Lender as follows, which representations and warranties shall be true as of the date of this Deed of Trust and as of the date of each disbursement of the Loan:

2.1 **Authorization and Validity.** Grantor is the lawful owner of the Property and holds good and marketable title to the Property free and clear of all defects, mortgages, liens, encumbrances, easements, exceptions, assessments, security interests, claims and rights of others, except the Permitted Exceptions. Grantor has the power and authority to grant the Property as provided in and by this Deed of Trust, to own and operate the Property, and to execute, deliver, and perform the obligations under the Loan Documents. Grantor is in compliance with all Laws and Restrictions.

2.2 **Additional Representations and Warranties.** (a) The Property is used principally or primarily for cattle ranching purposes. (b) All costs for labor and materials for the construction of the Improvements have been paid in full. (c) This Deed of Trust secures an obligation incurred exclusively for commercial, business or investment purposes and Grantor warrants to Lender that the Loan proceeds shall be used exclusively for commercial, business or investment purposes. (d) All public roads and streets necessary to serve the Property and its Improvements have been completed, are serviceable, and have been dedicated and formally accepted by the appropriate governmental entities. (e) Except as disclosed to Lender in writing in connection with the Loan closing, there is no personal residence located on the Land. (f) The Property is assessed for real estate tax purposes as one or more wholly independent tax lot(s), separate from any adjoining land or improvements, and no other land or improvements are assessed and taxed together with the Property. (g) This Deed of Trust is not now and at no time will it be a residential trust deed as defined in ORS §86.705(3).

2.3 **Water Rights.**

- (a) The Land has, and to the best of Grantor's knowledge will continue to have, the continuing, enforceable Water Rights to receive irrigation water from such sources, in such quantities, and at such times and locations as are reasonably satisfactory for the purposes of cattle ranching in such quantities and at such times and locations as has been historically available to the Land, without any currently pending or, to Grantor's best knowledge, threatened interruption. Grantor has duly filed all notices and other documents required under the laws of the State of Oregon in connection with Water Rights and the supply and use of water on the Land. All water rights certificates and permits for the appropriation and use of surface water and groundwater for the Land have been duly issued, are owned solely by Grantor, and are in full force and effect and in good standing.
- (b) Except as previously disclosed in writing by Grantor to Lender, all irrigation, drainage and water control systems necessary or desirable to provide drainage and stock water to the Property are located within the boundaries of the Property or are available via non-terminable easements benefiting the Property.
- (c) (i) Water used on the Land for stock water is derived from wells, springs and stock dams located upon the Land; (ii) Grantor has filed with the Oregon Water Resources Department all notices and other documents required under applicable Water Law in connection with such wells, springs and stock dams; (iii) Grantor is in compliance with any and all judicial or administrative decisions and groundwater sustainability or management plans affecting or relating to water derived from wells, springs and stock dams used on the Land; and (iv) to the best of Grantor's knowledge, all water drawn from such wells, springs and stock dams is percolated groundwater and not water deemed to

be surface water under applicable law, and Grantor possesses valid and enforceable overlying groundwater rights sufficient to permit the extraction and use of all such water by Grantor.

- (d) The rights of Grantor to share in the reasonable beneficial use of the natural flow of water passing any portion of the Land (together with all other rights to water located upon or supplied to such portion of the Property, the “***Surface Water Rights***”) have not been transferred by grant, contract, condemnation or otherwise. Grantor has filed with the Oregon Water Resources Department all notices and other documents required under Water Law and is the sole owner of a water right certificate issued by the Oregon Water Resources Department in connection with Surface Water Rights authorizing the existing use of such water, and such certificate and all such use is appurtenant to the Land. Grantor’s use of its Surface Water Rights has been continuous since appropriation of such water rights and is in compliance with its water right certificate. The Surface Water Rights are derived from water originating in the watershed supplying such Surface Water Rights and no other watershed.
- (e) None of the Land is subject to The Reclamation Act of 1902, the Omnibus Adjustment Act of 1926, the Reclamation Reform Act of 1982 and any act or law supplementary thereto, or any rule or regulation promulgated thereunder.

2.4 **Crop Patents and Trademarks.** Grantor represents and warrants that except for any liens on crops, it has full and unrestricted ownership rights in all crops grown and to be grown on the Land, and in each specimen of crops, and in the names of all crops on the Land, or it has made a written disclosure to Lender of all of the licenses or other enforceable rights it has to grow and harvest existing crops and to use their names, and as to crops to be planted in the future, Grantor shall make such written disclosure. No claim has been made or threatened by any person against Grantor or, to Grantor’s knowledge, any prior owner of the Property for patent, trademark or any other intellectual property right infringement with respect to any of the crops or their names on any of the Land.

ARTICLE 3 **COVENANTS**

Grantor covenants and agrees as follows:

3.1 **Insurance.** Grantor, at its sole cost and expense, will keep and maintain for the mutual benefit of Grantor and Lender the insurance required under the Loan Agreement. All of Grantor’s right, title and interest in and to all policies of property insurance and any unearned premiums paid thereon are hereby assigned (to the fullest extent assignable) to Lender who shall have the right, but not the obligation, to assign the same to any purchaser of the Property at any foreclosure sale.

3.2 **Irrigation Water.**

- (a) Grantor shall use commercially reasonable efforts to ensure that the Property will continue to have continuing, enforceable Water Rights to receive irrigation water from such sources, in such quantities, and at such times and locations as are reasonably satisfactory for the purposes of farming, without substantially increased cost, and in such quantities, and at such times and locations as has been historically available to the Land.
- (b) Grantor shall timely take or cause to be taken such actions as shall be necessary to maintain all Water Rights and shall not materially decrease the entitlement under any Water Right without Lender’s prior written consent.
- (c) Grantor shall abide by the provisions of the rules and regulations of the water district and local drainage district in which the Land is located. Grantor covenants to immediately apply for all permits and approvals to adequately provide water for the Property in amounts and of such nature as shall be sufficient to allow the development, operation and maintenance of the agricultural operations on the Land and, once issued, will keep them in full force and effect.

3.3 **Restrictive Uses.** Grantor will not initiate, join in, or consent to any change in the current use of the Land or in any zoning ordinance, private restrictive covenant, assessment proceedings or other public or private restriction limiting or restricting the uses that may be made of the Land or any part thereof or in any way change the boundaries of the Land (including without limitation, any agreed boundary line changes or lot line adjustments).

3.4 **Prohibited Transfers.** Grantor will not cause, suffer or permit any Transfer except as permitted under the Loan Agreement.

3.5 **Permitted Exceptions; Appurtenant Easements.** Grantor will timely perform all of the material covenants and other obligations made or owing by Grantor to any other person related to the Property, including, without limitation, the Permitted Exceptions and each easement that is appurtenant to the Land. Grantor shall keep the Property free from all liens and encumbrances, whether prior or subordinate to this Deed of Trust, other than the Permitted Exceptions and the lien of current real estate taxes and assessments that are not past due.

ARTICLE 4

ASSIGNMENT OF RENTS AND PROCEEDS, LEASES AND AGREEMENTS

4.1 **Assignment of Rents and Proceeds and Leases.** As security for the Secured Obligations, Grantor assigns and transfers to Lender and grants Lender a security interest in: (a) the Leases; and (b) the Rents and Proceeds whether now due, past due or to become due, and gives to and confers upon Lender any and all rights and claims of any kind that Grantor may have against lessees under the Leases or account debtors, and the right, power and authority to collect such Rents and Proceeds, and apply the same to the Indebtedness or the satisfaction of any obligation. Grantor irrevocably appoints Lender its agent to, at any time, demand, receive and enforce payment, to give receipts, releases and satisfactions, and to sue, either in the name of Grantor or in the name of Lender, for all such Rents and Proceeds.

4.2 **Assignment of Property Agreements.** As security for the Secured Obligations, Grantor assigns to Lender and grants Lender a security interest in all of Grantor's right, title and interest in and to any and all Property Agreements. The foregoing assignment encompasses the right of Grantor to (a) terminate any of the Property Agreements, (b) perform or compel performance and otherwise exercise all remedies under the Property Agreements, and (c) collect and receive all sums which may become due Grantor or which Grantor may now or shall hereafter become entitled to demand or claim, under the Property Agreements.

4.3 **Revocable License.** So long as there is no Event of Default, Grantor shall have a license to collect all Rents and Proceeds and all other sums which may become payable to Grantor under the Property Agreements. If there is an Event of Default, Lender shall have the right, on written notice to Grantor, to terminate and revoke such license and shall have the right and authority then or thereafter to exercise and enforce any and all of its rights and remedies provided in Section 4.1 and Section 4.2 or by law or at equity.

4.4 **Non-Responsibility.** Lender's acceptance of the assignments in Section 4.1 and Section 4.2 and all the rights, powers, privileges and authority so granted shall not obligate Lender to assume any obligations in respect of the Rents and Proceeds or under the Property Agreements or take any action thereunder or to expend any money or incur any expense or perform or discharge any obligation, duty or liability in respect of the Rents and Proceeds or under the Property Agreements or to assume any obligation or responsibility for the nonperformance of the provisions thereof by Grantor.

ARTICLE 5

SECURITY AGREEMENT AND FIXTURE FILING

5.1 **Fixture Filing.** This Deed of Trust constitutes a fixture filing with respect to all Fixtures included in the Property.

5.2 **Grant of Security Interest.** This Deed of Trust will be filed for record in the real property records of Klamath County, Oregon, and constitutes a security agreement pursuant to the Uniform Commercial Code with respect to:

- (a) Any of the Property which, under applicable law, is not real property or effectively made part of the real property by the provisions of this Deed of Trust; and
- (b) Any and all other property now or hereafter described on any Uniform Commercial Code Financing Statement naming Grantor as Debtor and Lender as Secured Party and affecting property in any way connected with the use and enjoyment of the Property (any and all such other property constituting "Property" for purposes of this Deed of Trust).

Grantor grants Lender a security interest in all property described in clauses (a) and (b) above as security for the Secured Obligations.

5.3 **UCC Filing.** Grantor agrees to execute and deliver on demand and irrevocably constitutes and appoints Lender the attorney-in-fact of Grantor to execute, deliver and, if appropriate, file with the appropriate filing officer or office such instruments as Lender may request or require in order to impose, perfect or continue the perfection of the lien or security interest created by this Deed of Trust, all at Grantor's expense. Grantor authorizes Lender to file all documents Lender regards as necessary to evidence or perfect the security interests granted by this Deed of Trust and to continue or amend the same.

ARTICLE 6 **REMEDIES**

6.1 **Remedies.** If there is an Event of Default, Lender may at any time declare all of the Indebtedness to be due and payable without any further presentment, demand, protest or notice of any kind. Lender, in its sole discretion, may also do any of the following: (i) Lender may, in person or by agent, and without notice to Grantor, enter upon and take possession of the Property, in its own name or in the name of Trustee, and exercise all rights and powers of Grantor with respect to the Property, either in the name of Grantor or Lender, and do any act which Lender deems necessary to preserve the value or marketability of the Property. (ii) Lender may sue for or otherwise collect the Rents and Proceeds, and apply them, less Costs incurred in their collection, against the Secured Obligations, all in such order as Lender may determine. (iii) Lender may appear in and defend any action or proceeding purporting to affect, in any manner whatsoever, the Secured Obligations, the security hereof or the rights or powers of Lender or Trustee. (iv) Lender may pay, purchase or compromise any encumbrance, charge or lien that in the judgment of Lender or Trustee is prior or superior to this Deed of Trust. (v) Lender may commence an action to foreclose this Deed of Trust in any manner provided hereunder or by law, including electing to foreclose by exercise of the power of sale granted under this Deed of Trust. (vi) With respect to any personal property, Lender may proceed as to both the real and personal property in accordance with Lender's rights and remedies in respect of the Land, or proceed to sell said personal property separately and without regard to the Land. (vii) Lender may seek specific performance of any provisions in the Loan Documents. (viii) Lender may sue for and recover judgment on the Note either before, during or after any proceedings for the enforcement of the Loan Documents and without any requirement of any action being taken to realize on the Property or otherwise enforce the Loan Documents. (ix) Lender may exercise any other right or remedy available at law or in equity under this Deed of Trust, the other Loan Documents or any statute. In exercising any of the foregoing, Lender may pay necessary Costs. All remedies of Lender in this Deed of Trust are cumulative and in addition to any and all other rights and remedies provided in the other Loan Documents or by law, including any right of offset. The exercise of any right or remedy by Lender shall not cure or waive any Event of Default, or invalidate any act done pursuant to any notice of Default, or prejudice Lender in the exercise of any of its other rights under the Loan Documents.

6.2 **Appointment of Receiver.** In addition to the rights and remedies provided under this Deed of Trust, if there is an Event of Default, as a matter of strict right and without notice to Grantor or anyone claiming

under Grantor, and without regard to the then value, adequacy or condition of the Property, the danger of loss, removal, or material injury to the Property, or the solvency of any Grantor, or the condition of the Property, Lender may apply *ex parte* to any court having jurisdiction to appoint a Receiver without bond to enter upon and take possession of the Property. Grantor waives notice of any application for the appointment of a Receiver, provided a hearing to confirm such appointment with notice to Grantor is set within the time required by law. Grantor hereby agrees that Lender has a special interest in the Property and absent the appointment of such Receiver the Property shall suffer waste and deterioration and Grantor agrees it shall not contest the appointment of a Receiver and hereby so stipulates to such appointment pursuant to this Section. Any such Receiver shall have all the powers and duties of receivers in like or similar cases and all the powers and duties of Lender in case of entry as provided herein. Unless earlier terminated, the receivership shall continue until the date of confirmation of a foreclosure sale.

6.3 UCC Remedies. In addition to the rights and remedies provided under this Deed of Trust, if there is an Event of Default, Lender may exercise all rights and remedies of a secured party under the Uniform Commercial Code as to any Property that is personal property and shall have (i) the right to cause any of the Property which is personal property to be sold at any one or more public or private sales as permitted by applicable law and to apply the proceeds thereof to the Indebtedness or the satisfaction of any of the Secured Obligations, and (ii) the right to apply any Property which is cash, negotiable documents or chattel paper to the Indebtedness or to the satisfaction of any of the Secured Obligations. Any such disposition may be conducted by an employee or agent of Lender or Trustee. Any person, including both Grantor and Lender, shall be eligible to purchase any part or all of such personal property at any such disposition.

6.4 Advances. If Grantor fails to perform or comply with any term in the Loan Documents or any other agreement, then Lender in its sole discretion: (a) may make any payment hereunder or thereunder payable by Grantor, and take out, pay for and maintain any of the insurance policies provided for herein or therein; and/or (b) if there is an Event of Default, perform any such other act to be performed by Grantor and enter the Property for such purpose. No payment or performance by Lender shall be deemed to have cured any Default or Event of Default.

6.5 No Mortgagee in Possession. Neither the assignments in Section 4.1 or Section 4.2 or Lender's exercise of any of its rights or remedies under this Deed of Trust shall be deemed to make Lender a "mortgagee-in-possession" or otherwise responsible or liable in any manner with respect to the Property or the use, occupancy, enjoyment or operation of all or any part thereof, unless and until Lender, in person or by its own agent, assumes actual possession thereof, nor shall appointment of a Receiver for the Property by any court at the request of Lender or by agreement with Grantor or the entering into possession of the Property by such Receiver be deemed to make Lender a "mortgagee-in-possession" or otherwise responsible or liable in any manner with respect to the Property or the use, occupancy, enjoyment or operation thereof.

6.6 Foreclosure Sale. To the full extent allowed by law, Grantor waives its right, if any, to require that the Property be sold as separate lots, parcels or items, and Lender shall have the right, in its sole and absolute discretion, to cause the Property to be sold either as a whole or in separate lots or parcels or items as Lender shall determine, and in such order as Lender may determine, and if Lender elects more than one sale or other disposition of the Property, Lender at its option may cause the sales to be conducted simultaneously or successively, on the same day or at different days or times and in such order as Lender may deem to be in its best interests, and no such sale shall terminate or otherwise affect the lien of this Deed of Trust on any part of the Property not then sold until all the Indebtedness has been paid. If Lender elects to dispose of the Property through more than one sale, Grantor shall pay the Costs incurred with each such sale and proceeding. At any such sale, Lender may acquire the Property and, in lieu of paying cash, may pay by crediting against the Secured Obligations the amount of its bid, after deducting therefrom any sums which Lender or Trustee is authorized to deduct under the provisions of the Loan Documents.

6.7 **Waiver of Order of Sale and Marshaling.** Lender shall have the right to determine the order in which any or all portions of the Secured Obligations are satisfied from the proceeds realized upon the exercise of any of the remedies provided herein. To the fullest extent permitted by law, Grantor, any party who consents to this Deed of Trust, and any party who now or hereafter acquires an interest in the Property and who has actual or constructive notice hereof, waives any and all right to require marshaling of assets in connection with the exercise of any of the remedies permitted by applicable law or provided herein, or to direct the order in which any of the Property will be sold in the event of any sale under this Deed of Trust.

6.8 **Trustee's Deed.** If there is a non-judicial sale of the Property, or any part thereof, the recitals in the Trustee's deed shall be conclusive proof of the matters recited, including all notices and procedures required for a duly conducted trustee's sale, and such recitals shall be effective and conclusive against Grantor, its successors and assigns, and all other persons. The Trustee's receipt of the purchase money shall be sufficient discharge to such purchaser from all obligations to see to the proper application of the purchase money.

6.9 **Costs.** All Costs incurred by Lender or Trustee in the exercise of any right or remedy under this Deed of Trust: (i) shall be immediately due and payable on demand; (ii) shall accrue interest under the Loan Agreement from the date of expenditure by Lender or Trustee; and (iii) shall be added to the Indebtedness secured by this Deed of Trust and the other Loan Documents and are prior to any right, title or interest in or claim upon the Property attaching or accruing subsequent to the lien of this Deed of Trust. This Section 6.9 shall apply whether or not the sum was expended or the cost or expense incurred while there is an Event of Default.

6.10 **Expenses.** Expenses of retaking, holding, preparing for sale, selling or the like pertaining to the Property shall be borne by Grantor and shall include Lender's and Trustee's Attorney Fees. Grantor, upon demand of Lender shall assemble the Property and make it available to Lender at the Property, a place which is deemed to be reasonably convenient to Lender and Grantor. Lender shall give Grantor at least ten (10) days prior written notice of the time and place of any public sale or other disposition of the Property or of the time after which any private sale or any other intended disposition is to be made. Any such notice sent to Grantor in the manner provided for the mailing of notices herein is deemed to be reasonable notice to Grantor.

6.11 **Expenses during Redemption Period.** The purchaser at any foreclosure sale hereunder may, during any redemption period under applicable law, make such repairs and take such actions on the Property as may be reasonably necessary for the proper operation, care, preservation, protection and insurance of the Property. All sums expended by the purchaser in the exercise of any such right or remedy and all reasonable costs and expenses so incurred, together with interest thereon as provided in the Loan Agreement from the date of expenditure are Costs and shall be added to the amount required to be paid for the redemption from such sale.

6.12 **Additional Provisions as to Remedies.** No recovery of any judgment by Lender or Trustee and no levy of an execution upon the Property or any other property of Grantor shall affect the lien and security interest created by this Deed of Trust and such liens, rights, powers, and remedies shall continue unimpaired as before. Lender or Trustee may resort to any security given by this Deed of Trust or any other security now given or hereafter existing to secure the Indebtedness, in whole or in part, in such portions and in such order as Lender or Trustee may deem advisable, and no such action shall be construed as a waiver of any of the liens, rights, or benefits granted hereunder. If Lender or Trustee has started enforcement of any right by foreclosure, sale, entry, or otherwise and such proceeding shall be discontinued, abandoned, or determined adversely for any reason, then Grantor and Lender and Trustee shall be restored to their former positions and rights under the Loan Documents with respect to the Property, subject to the lien and security interest hereof.

6.13 **Waiver of Rights and Defenses.** To the fullest extent Grantor may do so under applicable law, Grantor (a) will not at any time insist on, plead, claim, or take the benefit of any statute or rule of law now or later enacted providing for any appraisal, valuation, stay, extension, moratorium, redemption, rescission, or any statute of limitations; (b) for itself, its successors and assigns, and for any person ever claiming an interest in the Property (other than Lender), waives and releases all rights of redemption, reinstatement, valuation, appraisal, rescission, set-off, notice of intention to mature or declare due the whole of the Indebtedness, in the event of foreclosure (or extinguishment by transfer of title by power of sale) of the liens and security interests created under the Loan Documents; (c) shall not be relieved of its obligation to pay the Indebtedness as required in the Loan Documents nor shall the lien or priority of the Loan Documents be impaired by any agreement renewing, extending, or modifying the time of payment or the provisions of the Loan Documents (including a modification of any interest rate), unless expressly released, discharged, or modified by such agreement. Regardless of consideration and without any notice to or consent by the holder of any subordinate lien, security interest, encumbrance, right, title, or interest in or to the Property, (i) Lender may release any person liable for payment of the Indebtedness or any portion thereof or any part of the security held for the Indebtedness, and (ii) any of the provisions of the Loan Documents may be modified without impairing or affecting the lien, security interest, or the priority of the modified Loan Documents as security for the Indebtedness over any such subordinate lien, security interest, encumbrance, right, title, or interest.

ARTICLE 7

ADDITIONAL TERMS

7.1 **No Waiver.** No failure or delay by Lender to insist upon strict, full and complete payment when due of any portion of the Indebtedness, or to insist upon the performance of any Secured Obligation when due, or to exercise any right or remedy hereunder shall constitute a waiver of any such failure to pay, or waiver of the breach of any such Secured Obligation, or a waiver of the later exercise of such right or remedy.

7.2 **Notices.** All notices or other written communications hereunder between Grantor and Lender shall be given as provided in the Loan Agreement. All notices to Trustee shall be delivered to the address indicated on page 1 of this Deed of Trust.

7.3 **Joinder of Foreclosure.** Should Lender hold any other or additional security for the performance of the Secured Obligations, its sale or foreclosure upon any Event of Default, in Lender's sole discretion, may be prior to, subsequent to, or joined or otherwise contemporaneous with any sale or foreclosure under this Deed of Trust.

7.4 **Governing Law.** This Deed of Trust shall be governed by and construed in accordance with the laws of the State of Oregon without regard to its conflict of laws rules.

7.5 **Subordination.** At Lender's option evidenced by Lender's unilateral declaration to this effect, this Deed of Trust may be foreclosed subject to any or all Property Agreements or Leases and to any and all contracts of sale; provided that the lien of this Deed of Trust and Lender's rights to any proceeds and Net Proceeds for any Casualty or Taking shall remain prior.

7.6 **Waiver of Right to Trial by Jury.** Grantor waives, to the fullest extent allowed by law, the right to a jury trial in any action under or relating to the Loan Documents, all as provided in the Loan Agreement.

7.7 **Successors and Assigns.** This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns.

7.8 **Defense of Title and Rights under Documents.** Grantor shall forever warrant, defend and preserve Grantor's title to the Property, the validity, enforceability and priority of this Deed of Trust and the other Loan Documents and the lien or security interest created thereby, and any rights of Lender under the Loan Documents against the claims of all persons, and shall promptly notify Lender of any such claims. Lender is authorized and empowered (but shall not be obligated) to take such additional steps as it may deem

necessary or proper for the defense of any such proceeding or the protection of the lien, security interest, validity, enforceability, or priority of the Loan Documents, title to or value of the Property, or any rights of Lender under the Loan Documents. Grantor authorizes Lender to take any actions required to be taken by Grantor, or permitted to be taken by Lender, in the Loan Documents in the name and on behalf of Grantor. Lender, without notice to or demand upon Grantor, and without waiving or releasing any Secured Obligations, Default or Event of Default, may (but shall not be obligated to) make such payment or perform such act for the account and at the expense of Grantor, and Grantor shall reimburse Lender on demand for all expenses (including attorneys' fees and costs of recovery) incurred by it in connection with the foregoing. All such expenses of Lender, until reimbursed by Grantor, are Costs, shall be part of the Secured Obligations, shall bear interest from the date of demand at the Default Rate, and shall be secured by this Deed of Trust.

7.9 Waiver of Partition. Each Grantor waives all rights to partition all or any portion of the Property and understands that Lender is relying upon this waiver to make the Loan secured by this Deed of Trust. Each Grantor individually agrees that each of the following is a prohibited Transfer under the Loan Agreement and an Event of Default without the requirement of notice: (a) the commencement any action or suit for partition of all or any portion of the Property, and (b) the entry of any judgment or decree for partition of all or any portion of the Property.

7.10 Execution in Counterparts. This Deed of Trust may be executed in any number of counterparts, each of which shall be effective upon delivery and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument, for the same effect as if all parties hereto had signed the same signature page. Any signature page of this Deed of Trust may be detached from any counterpart of this Deed of Trust without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this Deed of Trust identical in form hereto but having attached to it one or more additional signature pages.

7.11 Certain Obligations Unsecured. Notwithstanding anything to the contrary set forth herein or any of the Loan Documents, this Deed of Trust shall not secure the following obligations (the "*Unsecured Obligations*"): (a) any obligation evidenced by or arising under the Indemnity Agreement; or (b) any other obligation in this Deed of Trust or in any of the other Loan Documents to the extent that such other obligation relates specifically to the presence on the Property of Hazardous Materials (as defined in the Indemnity Agreement) and is the same or has the same effect as any of the obligations evidenced by or arising under the Indemnity Agreement. Any Event of Default under the Indemnity Agreement with respect to the Unsecured Obligations is an Event of Default under this Deed of Trust, notwithstanding the fact that the Unsecured Obligations are not secured by this Deed of Trust. Nothing in this Section shall, in itself, impair or limit Lender's right to obtain a judgment in accordance with applicable law after foreclosure for any deficiency in recovery of all Secured Obligations.

7.12 California Deed of Trust.

- (a) **Foreclosure with California Deed of Trust; Venue.** This Deed of Trust is being recorded simultaneously with the California Deed of Trust and together encumber properties located in Klamath County, Oregon, and Glenn and Tehama Counties, California. At Lender's option, this Deed of Trust and the California Deed of Trust together constitute a single instrument. Lender, in its sole and absolute discretion, may cause a foreclosure sale or file an action to enforce any right or remedy under this Deed of Trust and the California Deed of Trust, or any of them, in any County in which property is located that is encumbered by this Deed of Trust or the California Deed of Trust, as to all of such properties or any of them, whether located in one or more of Klamath County, Glenn County or Tehama County. Grantor consents to venue and jurisdiction in any County, at Lender's sole and absolute discretion, in which any property is located that is encumbered by this Deed of Trust or the California Deed of Trust.

- (b) Lender Can Sell as Whole or Separate Lots. In connection with any foreclosure (non-judicial or judicial) of this Deed of Trust, Grantor agrees that Lender may, in its sole and absolute discretion, designate the order in which the Property or any other property encumbered by the California Deed of Trust shall be offered for sale or sold through a single sale or through two or more successive sales, or in any other manner Lender deems to be in its best interests. Grantor hereby waives any right or interest it may have to (i) have the Property or any other property encumbered by the California Deed of Trust sold as a whole or in separate lots and/or (ii) dictate the order or priority of sale of any Property or any other property encumbered by the California Deed of Trust.
- (c) Waiver of Order of Sale and Marshaling. Lender, in its sole and absolute discretion, has the right to determine the order in which any or all portions of the Secured Obligations are satisfied from the proceeds realized upon the exercise of any remedies provided herein. To the fullest extent permitted by law, 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 marshaling of assets in connection with the exercise of any of the remedies permitted by applicable law or provided herein, or to direct the order in which any of the Property, or any other property encumbered by the California Deed of Trust, will be sold in the event of any sale under this Deed of Trust.

7.13 Oregon Warning.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

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IN WITNESS WHEREOF, Grantor has caused this Deed of Trust to be executed as of the day and year first above written.



BRETT W. LAGRANDE, as successor Trustee of The Michael V. LaGrande Family Trust established under The LaGrande Family Trust dated December 28, 2011



BRETT W. LAGRANDE, as successor Trustee of The Kristine A. LaGrande Family Trust established under The LaGrande Family Trust dated December 28, 2011, for the benefit of the surviving spouse

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

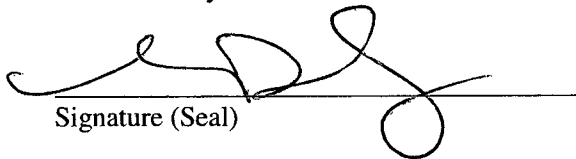
STATE OF CALIFORNIA)
) ss.
COUNTY OF Colusa)

On June 11, 2020, before me, Monica D Gomez, Notary Public, (here insert name and title of the officer), personally appeared Brett Walter LaGrande, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

(notary stamp or seal)

WITNESS my hand and official seal.


Signature (Seal)

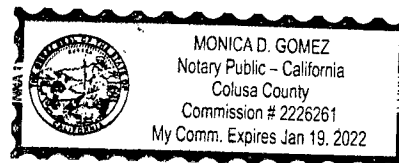


EXHIBIT A

(Legal Description of the Land)

The Land is located in Klamath County, Oregon, and is legally described as follows:

TOWNSHIP 36 SOUTH, RANGE 11 EAST, W.M., KLAMATH COUNTY, OREGON:

SECTION 20: THE EAST 1/2

SECTION 21: ALL

SECTION 31: GOVERNMENT LOTS 5 AND 6, THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4

TOWNSHIP 37 SOUTH, RANGE 11 EAST, W.M., KLAMATH COUNTY, OREGON:

SECTION 5: THE WEST 1/2 OF THE SOUTHWEST 1/4

SECTION 6: GOVERNMENT LOT 2, THE S 1/2 OF GOVERNMENT LOT 1, THE SOUTH 1/2 OF THE NORTHEAST 1/4, THE SOUTHEAST 1/4

SECTION 7: THE NORTHEAST 1/4

SECTION 8: THE WEST 1/2 OF THE NORTHWEST 1/4

Tax account nos. 336336, 381857, and 337077.