

WHEN RECORDED, RETURN TO:

Melissa Busley  
Dunn Carney LLP  
851 SW Sixth Avenue, Suite 1500  
Portland, Oregon 97204

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3/3/2021 1:12:00 PM \$40.00  
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RASHELLE HOBBS  
Recorder, Salt Lake County, UT  
JONES WALDO HOLBROOK MCDONOUGH  
BY: eCASH, DEPUTY - EF 13 P.

**DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY  
AGREEMENT AND FIXTURE FILING**

from

**OQUIRRH III, INC., an Oregon corporation**

as Trustor

to

**KYLE V. LEISHMAN**

as Trustee

and

**Vicky R. Jones, Trustee of the Vicky R. Jones Survivor's Trust UAD February 25, 2016 as to an 89.5% undivided interest, Bryan L. Jones as to a 1.5% undivided interest, Bryan L. Jones, Trustee of the Bryan L. Jones GST Trust as to a 2% undivided interest, Jeneal Harshman as to a 1.5% undivided interest, Jeneal Harshman, Trustee of the Jeneal Harshman GST Trust as to a 2% undivided interest, LeAnna Jones as to a 1.5% undivided interest, LeAnna Jones, Trustee of the LeAnna Jones GST Trust as to a 2% undivided interest**

collectively, as Beneficiary

Dated: August 31, 2018  
APN: 26-03-100-005 and 26-03-200-004

**DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY  
AGREEMENT, AND FIXTURE FILING**

THIS DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY AGREEMENT, AND FIXTURE FILING (together with all amendments and supplements, this "Deed of Trust") is made as of August 31, 2018, by OQUIRRH III, Inc., an Oregon corporation, having an address at 81654 S. Juniper Canyon Road, Helix, Oregon 97835, its successors and permitted assigns ("Trustor"), to KYLE V. LEISHMAN, a member of the Utah State Bar, whose address is 170 South Main, Suite 1500, Salt Lake City, Utah 84101 ("Trustee"), and Vicky R. Jones, Trustee of the Vicky R. Jones Survivor's Trust UAD February 25, 2016 as to an 89.5% undivided interest, Bryan L. Jones as to a 1.5% undivided interest, Bryan L. Jones, Trustee of the Bryan L. Jones GST Trust as to a 2% undivided interest, Jeneal Harshman as to a 1.5% undivided interest, Jeneal Harshman, Trustee of the Jeneal Harshman GST Trust as to a 2% undivided interest, LeAnna Jones as to a 1.5% undivided interest, LeAnna Jones, Trustee of the LeAnna Jones GST Trust as to a 2% undivided interest (collectively, the "Beneficiary").

**1. GRANTING CLAUSE.**

**1.1** Trustor hereby CONVEYS AND WARRANTS TO TRUSTEE IN TRUST, WITH POWER OF SALE, the property situated in Salt Lake County, Utah, being more particularly described on Exhibit "A", attached hereto and incorporated herein by reference.

**1.2** TOGETHER WITH all right, title, and interest of Trustor in and to all buildings and improvements now located or hereafter to be erected or placed upon any real property which, or upon any real property an interest in which, is now or hereafter subject to the lien of this Deed of Trust (all hereinafter referred to as the "Improvements") (the real property and Improvements being hereinafter referred to as the "Property").

TO HAVE AND TO HOLD the same IN TRUST, WITH POWER OF SALE, however, for the purpose of securing:

I. The payment of the total indebtedness owing from OQUIRRH III, Inc., an Oregon corporation ("Borrower") to Beneficiary pursuant to those certain Promissory Notes (each a "Note", and collectively, the "Notes") of even date herewith, each executed by Borrower and made payable to the order of each of the Beneficiaries as follows:

1. Promissory Note payable to Vicky R. Jones, Trustee of the Vicky R. Jones Survivor's Trust UAD February 25, 2016 in the principal amount of \$12,082,500.
2. Promissory Note payable to Bryan L. Jones, Trustee of the Bryan L. Jones GST Trust in the principal amount of \$270,000.
3. Promissory Note payable to Jeneal Harshman, Trustee of the Jeneal Harshman GST Trust in the principal amount of \$270,000.

4. Promissory Note payable to LeAnna Jones, Trustee of the LeAnna Jones GST Trust in the principal amount of \$270,000.
5. Promissory Note payable to Bryan L. Jones in the principal amount of \$202,500.
6. Promissory Note payable to Jeneal Harshman in the principal amount of \$202,500.
7. Promissory Note payable to LeAnna Jones in the principal amount of \$202,500.

II. The performance of each covenant and agreement of Trustor contained herein and in any modification or amendment of this Deed of Trust.

## 2. COVENANTS.

**2.1 Repayment of Indebtedness.** Trustor covenants and agrees to pay promptly the principal of and interest on the Indebtedness, to pay promptly all other sums due pursuant hereto, and to perform each and every agreement and condition contained in each Note and this Deed of Trust.

**2.2 Use of the Property.** The Property shall be used for residential purposes or any other use permitted by law.

**2.3 Payment of Taxes and Assessments.** Trustor covenants and agrees to pay before they become delinquent all taxes, special assessments, water and sewer rents or assessments, and all other charges imposed by law upon or against the Property, ordinary and extraordinary, unforeseen and foreseen ("Impositions"). Trustor shall deliver to Beneficiary evidence of payment of Impositions and insurance premiums within thirty (30) days after such payment is made. Such evidence shall be in the form of the original or a photostatic copy of the official receipt evidencing such payment or other proof of payment satisfactory to Beneficiary. The failure of Trustor to deliver to Beneficiary such receipts or to submit other satisfactory proof of such payment to Beneficiary shall constitute an Event of Default.

**2.4 Preservation of Lien Priority by Trustor.** The lien of this Deed of Trust is and will be maintained as a valid FIRST lien on the Property.

**2.5 Licenses.** Trustor shall keep in full force and effect all licenses, permits, authorizations, rights and franchises necessary to operate its respective businesses or in connection with the Property and shall not engage in any action or do anything which would impair any such license, permit, authorization, right, or franchise. Trustor shall promptly advise Beneficiary of any order, application, suit, hearing, or proceeding which might affect Trustor's rights in any respect in any license, permit authorization, right or franchise now or hereafter held by Trustor.

**2.6 Deed of Trust as Security Agreement and Fixture Filing.** This Deed of Trust shall cover the Improvements, Improvements Equipment, all other property affixed to or

located upon the real property described herein, and all articles of personal property and all materials delivered to the Property for incorporation or use in any construction being conducted thereon and owned by Trustor (which to the fullest extent permitted by law shall be deemed fixtures and a part of the real property). If any property covered by this Deed of Trust consists of rights in action or personal property covered by the Uniform Commercial Code ("UCC"), this Deed of Trust constitutes, and Trustor hereby grants, a security agreement and fixture filing and is intended when recorded to create a perfected security interest in such property in favor of Beneficiary. This Deed of Trust shall be self-operative with respect to such property, but Trustor agrees to execute and deliver on demand such security agreements, financing statements, and other instruments as Beneficiary may request in order to impose the lien hereof more specifically upon any of such property and to pay all costs in connection therewith, including but not limited to Beneficiary's attorneys' fees and all recording and/or filing fees associated therewith. If the lien of this Deed of Trust on any property is subject to a prior security agreement covering such property, then if any Event of Default occurs, Trustor hereby assigns to Beneficiary all its right, title, and interest in and to all deposits thereon, together with the benefit of any payments now or hereafter made thereon. For purposes of treating this Deed of Trust as a security agreement and financing statement, Beneficiary shall be deemed to be the secured party and Trustor shall be deemed to be the debtor.

**2.7 Maintenance of Property.** Trustor shall not commit any waste on the Property or take any actions that might invalidate any insurance carried on the Property. Trustor, in the use and operation of the Property, shall comply with all covenants and conditions, restrictions, agreements or other matters affecting the Property. Trustor shall not bring or keep any article on the Property or cause or permit any condition to exist on the Property which is prohibited by or could invalidate any insurance coverage maintained, or required hereunder to be maintained, with respect to all or any part of the Property. Trustor shall do all acts which from the character or use of the Property may be reasonably necessary to protect the security of this Deed of Trust and not specifically set forth herein.

**2.8 Protection of Security; Costs and Expenses.** At any time and from time to time, Trustor will execute and deliver all such further documents and do all such other acts and things as Beneficiary may reasonably request in writing in order to protect the security and priority of the lien created hereby. If Trustor fails to perform any of the covenants or agreements contained in this Deed of Trust, or if any action or proceeding is commenced which affects Beneficiary's interest in the Property or any part thereof, including, but not limited to, eminent domain, code enforcement, or proceedings of any nature whatsoever under any federal, state or local law or regulation, whether now existing or hereafter enacted or amended, relating to bankruptcy, insolvency, arrangement, reorganization or other form of debtor relief, or to a decedent, then Beneficiary may, but without obligation to do so and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereunder, make such appearances, disburse such sums and take such action as Beneficiary deems necessary or appropriate to protect Beneficiary's interest, including, but not limited to, disbursement of reasonable attorneys' fees, enter upon the Property to make repairs or take other action to protect the security hereof. Trustor further agrees to pay all reasonable expenses of Beneficiary (including fees and disbursements of counsel) incident of the protection of the rights of Beneficiary hereunder, or to enforcement or collection of payment of the Indebtedness, whether by judicial or nonjudicial proceedings, or in connection with any bankruptcy, insolvency,

arrangement, reorganization or other debtor relief proceeding of Trustor, or otherwise. Any amounts disbursed by Beneficiary pursuant to this Section shall be part of the Indebtedness and secured by this Deed of Trust and shall bear interest at the interest rate stated in each Note. Trustor shall pay all such amounts immediately without demand. Nothing contained in this Section shall be construed to require Beneficiary to incur any expense, make any appearance, or take any other action.

**2.9 Notify Lender of Default.** Trustor shall notify Beneficiary in writing within five (5) days of the occurrence of any Event of Default or other event which, with the giving of notice or the passage of time or both, would constitute an Event of Default.

**2.10 Compliance with Laws.** Trustor will comply promptly with all present and future laws, statutes, ordinances, orders, rules, regulations, restrictions, and requirements of all federal, state, and municipal governments, courts, departments, commissions, boards, and officers, any national or local Board of Fire Underwriters, or any other body exercising similar functions, foreseen or unforeseen, ordinary or extraordinary, which may be applicable to Trustor, the Indebtedness, the Property, the landscaping, sidewalks, curbs, and vaults adjoining the Property, or to the use or manner of use of the Property whether or not such law, statute, ordinance, order, rule, regulation, restriction, or requirement necessitates structural changes or improvements, or the removal of any encroachments or projections, ornamental, structural, or otherwise, onto or over the streets adjacent to the Property, or onto or over property contiguous or adjacent thereto, and including without limitation, all zoning, building code, environmental protection and equal employment opportunity laws, statutes, ordinances, orders, rules, regulations, restrictions, and requirements.

### **3. ASSIGNMENT OF RENTS AND LEASES.**

As additional security for the payment of the Indebtedness, Trustor hereby presently and unconditionally assigns, transfers, and sets over to Beneficiary, all rents, profits, accounts, issues and income now or hereafter derived from the Property including all prepaid rent and security deposits (the "Rents") and all right, title, and interest of Trustor in and to the Leases, any modifications or renewals of the Leases and all guaranties of any lessee's obligation under the Leases. Trustor reserves and Beneficiary grants to Trustor a license to collect the Rents. Upon notice to Trustor and the lessees under the Leases, all Rent shall be paid directly to Beneficiary. If an Event of Default occurs, and without regard to the adequacy of its security hereunder and without notice to or demand upon Trustor, Beneficiary shall thereafter have full and complete right and authority to demand, collect, receive, and receipt for the Rents, to take possession of the Property without having a receiver appointed, to rent and manage the Property from time to time, and to apply the net proceeds of the Rents to the Indebtedness until all delinquencies, advances, and the Indebtedness are paid in full or until Beneficiary obtains title to the Property through foreclosure or otherwise. Trustor hereby irrevocably authorizes and directs any lessee under the Leases, upon receipt of notice from Beneficiary, to pay thereafter all Rents directly to Beneficiary. Upon the occurrence of an Event of Default, Beneficiary or the holder of the certificate of purchase (issued by the Trustee after the Trustee's sale) may enforce its rights to the Rents by any appropriate civil suit or proceeding. Beneficiary or the holder of such certificate of purchase shall be entitled as a matter of right to a receiver for the Property without regard to the solvency or insolvency of Trustor or of the then owner of the Property or of the Property's value.

Such receiver shall apply the Rents according to the law and the orders and directions of a court of competent jurisdiction. Neither the foregoing assignment of Rents to Beneficiary nor the exercise by Beneficiary of any of its rights or remedies hereunder shall be deemed to make Beneficiary 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 of the Property, unless and until Beneficiary, in person or by agent, obtains title to the Property. The appointment of a receiver for the Property by any court at the request of Beneficiary or by agreement with Trustor, or the entering into possession of the Property by such receiver, shall not be deemed to make Beneficiary 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 of the Property.

#### **4. EVENTS OF DEFAULT AND REMEDIES.**

**4.1 Events of Default.** Each of the following shall constitute an Event of Default ("Event of Default") hereunder:

a. Overdue Payment. Borrower fails to pay any installment of principal or of interest on any Note or any other sum required to be paid pursuant to any Note or any Loan Document within ten (10) days after the date on which such payment is due.

b. Non-monetary Breach. Trustor commits any breach, not involving the payment of moneys, in the due observance or performance of any covenant, condition, or agreement contained in any Note, this Deed of Trust, the Deed of Trust executed by Chris Roth of even date herewith, or any loan document related hereto, and Trustor or Borrower fails to cure such breach within thirty (30) days after Beneficiary gives written notice to Trustor and Borrower of such breach; provided, if a different period or notice requirement is specified for any particular breach under this Deed of Trust or under the Notes or under any Loan Document, such specific provision shall control.

**4.2 Acceleration; Notice.** Time is of the essence hereof. Upon the occurrence of any Event of Default, at Beneficiary's option and in addition to any other remedy Beneficiary may have under the Notes or any other Loan Document or at law or in equity or by statute, Beneficiary may declare all sums secured hereby immediately due and payable and elect to have the Property sold in the manner provided herein. In the event Beneficiary elects to sell the Property, Beneficiary may execute or cause Trustee to execute a written notice of default and of election to cause the Property to be sold to satisfy the obligations hereof, and Trustee shall file such notice for record in the office of the County Recorder of the County wherein the Property is located. Beneficiary shall also deposit with Trustee the Notes and all documents evidencing expenditures secured by this Deed of Trust.

**4.3 Exercise of Power of Sale.** After the lapse of such time as may then be required by law following the recordation of the notice of default, and notice of default and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell the Property on the date and at the time and place designated in the notice of sale, either

as a whole or in separate parcels, and in such order as Beneficiary may determine (and Trustor hereby waives the right, on its own behalf and anyone claiming by, through or under Trustor, subject to any statutory right of Trustor, to direct the order in which such property, if consisting of several known lots or parcels, shall be sold), at public auction to the highest bidder, the purchase price payable in lawful money of the United States at the time of sale. The person conducting the sale may, for any cause deemed expedient, postpone the sale from time to time until it shall be completed and, in every such case, notice of postponement shall be given by public declaration thereof by such person at the time and place last appointed for the sale; provided, if the sale is postponed for longer than seventy-two hours beyond the day designated in the notice of sale, notice of the time, date and place of sale shall be given in the same manner as the original notice of sale. Trustee shall execute and deliver to the purchaser a Trustee's Deed conveying the Property so sold, but without any covenant of warranty, express or implied. The recitals in the Trustee's Deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Beneficiary, may bid at the sale. Trustee shall apply the proceeds of the sale to payment of (a) the costs and expenses of exercising the power of sale and of the sale, including the payment of Trustee's reasonable attorney's fees and costs; (b) cost of any evidence of title procured in connection with such sale; (c) all sums expended under the terms hereof in conjunction with any default provision hereunder, not then repaid, with accrued interest at the Default Rate then provided for in the Note; (d) all sums then secured by this Deed of Trust, including interest and principal on the Note; and (e) the remainder, if any, to the person or persons legally entitled thereto, or Trustee, in Trustee's discretion, may deposit the balance of such proceeds with the County Clerk of the County wherein the Property is located.

**4.4 Surrender of Possession.** Trustor shall surrender possession of the Property to the purchaser immediately after the sale of the Property as provided in Section 5.3 above, in the event such possession has not previously been surrendered by Trustor.

**4.5 UCC Remedies.** Notwithstanding anything to the contrary in Sections 5.3 and 5.4, Beneficiary, with regard to all fixtures, chattels, equipment, inventory, and personal property, conveyed to Trustee pursuant to Section 1 of this Deed of Trust, shall have the right to exercise, from time to time, any and all rights and remedies available to Beneficiary, as a secured party under the Utah Uniform Commercial Code, and any and all rights and remedies available to Beneficiary under any other applicable law. Upon written demand from Beneficiary, Trustor shall, at Trustor's expense, assemble such fixtures, chattels, equipment, inventory, and personal property and make them available to Beneficiary at a reasonably convenient place designated by Beneficiary.

**4.6 Foreclosure as a Mortgage.** If an Event of Default occurs, Beneficiary shall have the option to foreclose this Deed of Trust in the manner provided by law for the foreclosure of mortgages on real property, and Beneficiary shall be entitled to recover in such proceedings all costs and expenses incident thereto, including reasonable attorneys fees and costs in such amounts as shall be fixed by the court.

**4.7 Receiver.** If an Event of Default occurs, Beneficiary, as a matter of right and without regard to the interest of Trustor therein, shall have the right upon notice to Trustor to apply to any court having jurisdiction to appoint a receiver or receivers of the Property (including having itself appointed as receiver), and Trustor hereby irrevocably consents to such

appointment. Any such receiver or receivers shall have all the usual powers and duties of a receiver and shall continue as such and exercise all such powers until completion of the sale of the Property or the foreclosure proceeding, unless the receivership is sooner terminated.

**4.8 No Remedy Exclusive.** No remedy conferred upon or reserved to Beneficiary under this Deed of Trust shall be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Deed of Trust or any other Loan Document, or now or hereafter existing at law or in equity or by statute. No delay or failure to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

**4.9 Rights Upon Default.** In making the Loan, Beneficiary has relied upon the rights available to Beneficiary under this Deed of Trust upon the occurrence of an Event of Default, including, but not limited to, the rights to accelerate the payment of any and all amounts secured by this Deed of Trust, to sell the Property encumbered by this Deed of Trust pursuant to the power of sale granted hereunder, the right to foreclose this Deed of Trust as a mortgage, and the right to have a receiver appointed. In addition to any other damages that might be recoverable by Beneficiary under the terms of this Deed of Trust, Trustor shall be liable for any damages incurred by Beneficiary because Beneficiary is, for any reason, denied the opportunity to exercise Beneficiary's rights upon the occurrence of an Event of Default, including, but not limited to, such damages as are occasioned by depreciation of the Property, loss of use of the Property by Beneficiary, and all opportunity costs incurred through the loss of use of any funds as would have been received by Beneficiary through exercise of the power of sale or foreclosure, or the appointment of a receiver.

## **5. MISCELLANEOUS.**

**5.1 Severability of Clauses.** If any term, covenant, condition, or provision of this Deed of Trust, each Note or the Loan Documents is held to be invalid, illegal, or unenforceable, this Deed of Trust, each Note or the Loan Documents shall be construed without such provision.

**5.2 Notices.** All notices, requests, demands, and other communications hereunder shall be in writing and shall be given (i) by Federal Express (or other established express delivery service which maintains delivery records), (ii) by hand delivery, or (iii) by certified or registered mail, postage prepaid, return receipt requested, to the parties hereto at the addresses first set forth above, or at such other address as the Parties may designate by written notice in the above manner. Such communications may also be given by facsimile transmission, provided any such communication is concurrently given by one of the above methods. Notices shall be deemed effective upon receipt, or upon attempted delivery thereof if delivery is refused by the intended recipient or if delivery is impossible because the intended recipient has failed to provide a reasonable means for accomplishing delivery.

**5.3 Waiver.** Failure by Beneficiary to insist upon the strict performance of any covenant, agreement, term, or condition of this Deed of Trust or to exercise any right or



remedy consequent upon a breach thereof shall not constitute a waiver of any such breach or of such covenant, agreement, term, or condition. No covenant, agreement, term, or condition in this Deed of Trust and no breach thereof, may be waived, altered, or modified except by a written instrument executed by Beneficiary. The waiver of any breach shall not affect or alter this Deed of Trust, but each and every covenant, agreement, term, and condition of this Deed of Trust shall continue in full force and effect with respect to any other then existing or subsequent breach thereof. No waiver, change, amendment, modification, cancellation, or discharge of any provision of this Deed of Trust, or any part hereof, will be valid unless in writing and signed by the parties hereto.

**5.4 Inspection of Property.** Beneficiary and its authorized representatives may enter and inspect all portions of the Property upon reasonable notice and at all reasonable times (subject to the rights of lessees and other occupants of the Property).

**5.5 Binding Effect.** This Deed of Trust shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors, and assigns. If Trustor is now or is ever composed of more than one party, the obligations and warranties contained herein and arising therefrom are and shall be joint and several as to each such party.

**5.6 Applicable Law.** This Deed of Trust shall be governed by the laws of the State of Utah without giving effect to the choice of law provisions thereof.

**5.7 Beneficiary Not Partner of Trustor; Trustor to Indemnify Beneficiary.** The exercise by Beneficiary of any of its rights, privileges or remedies conferred hereunder or under each Note or any other Loan Documents or under applicable law, shall not be deemed to render Beneficiary a partner or a co-venturer with Trustor or with any other person. Any and all of such actions will be exercised by Beneficiary solely in furtherance of its role as a secured lender advancing funds for use by Trustor as provided in this Deed of Trust. Trustor shall indemnify Beneficiary against any claim by any third party for any injury, damage or liability of any kind arising out of any failure of Trustor to perform its obligations in this transaction, shall notify Beneficiary of any lawsuit based on such claim, and at Beneficiary's election, shall defend Beneficiary therein at Trustor's own expense by counsel satisfactory to Beneficiary or shall pay Beneficiary's costs and attorneys' fees if Beneficiary chooses to defend itself on any such claim.

**5.8 Entire Agreement.** Once the Notes, this Deed of Trust, and all of the other Loan Documents, if any, have been executed, all of the foregoing constitutes the entire agreement between the parties hereto and none of the foregoing may be modified or amended in any manner other than by supplemental written agreement executed by the parties hereto; provided, all written and oral representations of Trustor, and of any partner, principal or agent of Trustor, previously made to Beneficiary shall be deemed to have been made to induce Beneficiary to make the loan secured hereby and to enter into the transaction evidenced hereby and shall survive the execution hereof and the closing pursuant hereto.

**5.9 No Third Party Benefits.** This Deed of Trust, the Notes and the other Loan Documents, if any, are made for the sole benefit of Trustor and Beneficiary and their successors and assigns, and no other legal interest of any kind shall be created hereunder or by

reason of any of the foregoing. Whether or not Beneficiary elects to employ any or all the rights, powers or remedies available to it under any of the foregoing, Beneficiary shall have no obligation or liability of any kind to any third party by reason of any of the foregoing or any of Beneficiary's actions or omissions pursuant thereto or otherwise in connection with this transaction.

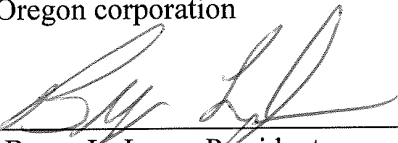
**5.10 Effect of Foreclosure on Insurance Claims.** In the event of foreclosure of this Deed of Trust, or other transfer of title to the Property in extinguishment of the Indebtedness, all right, title, and interest of Trustor in and to any insurance policies then in force shall pass to the purchaser or grantee. If, prior to any such transfer of title, any claim under any insurance policy has not been paid and distributed in accordance with the terms of this Deed of Trust and any such claim is paid after any such transfer of title, then, to the extent the Indebtedness was not fully discharged in conjunction with such transfer of title, the insurance proceeds so paid shall be the property of Beneficiary and shall be paid to Beneficiary as payment on the Indebtedness to the extent not fully discharged, and Trustor hereby assigns, transfers, and sets over to Beneficiary all of its right, title, and interest in and to such sum. The balance, if any, shall belong to Trustor as its interests may appear. Notwithstanding the above, Trustor shall retain an interest in the insurance policies above described during any redemption period.

**5.11 Headings.** Headings of the sections and paragraphs of this Deed of Trust are inserted for convenience only and shall not be deemed to constitute a part hereof.

**5.12 Defined Terms.** All capitalized terms used herein but not otherwise defined shall have the meanings given such terms in the Notes or any other Loan Document.

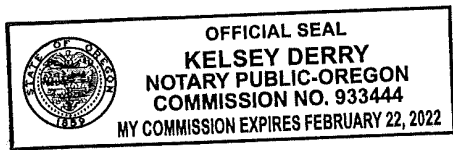
IN WITNESS WHEREOF, this Deed of Trust has been executed by Trustor as of the day and year first above written.

OQUIRRH III, Inc.,  
an Oregon corporation

By:   
Bryan L. Jones, President

STATE OF OREGON            )  
  ) ss.  
County of Umatilla         )

The foregoing instrument was acknowledged before me on this 28 day of September, 2018, by Bryan L. Jones as the President of OQUIRRH III, Inc., an Oregon corporation.




  
Notary Public for Oregon

EXHIBIT "A"

Real property located in Salt Lake County, State of Utah, more particularly described as follows:

**That portion referred to as Cobb, described as follows:**

That portion of the Northwest Quarter of Section 3, Township 3 South, Range 2 West, Salt Lake Base and Meridian, lying North of Barneys Creek.

Less and Excepting the following described area: Beginning South 89°52' East 792.02 feet from the Northwest Corner of said Section 3; thence South 89°52' East 309.63 feet to State Route 111; thence South 8°01'40" West 375.89 feet; thence North 89°52' West 258 feet; thence North 00°8' East 372.33 feet to the point of Beginning.

Less and Excepting State Route 111.

Subject to all easements and rights of way thereupon.

APN: 26-03-100-005

**That portion referred to as Mantle, described as follows:**

All of Lots 1 & 2, and that portion of the South half of the Northeast Quarter of Section 3, Township 3 South, Range 2 West, Salt Lake Base and Meridian, lying North of Barneys Creek.

Less and Excepting the following described tract: Beginning at the East Quarter Corner of said Section 3; thence West 62.64 feet; thence North 58°23'16" West 19.33 feet; thence North 31°37'37" East 65.34 feet; thence North 0°08'36" West 1402.76 feet; thence Northwesterly along a 4955 foot radius curve to the left 337.9 feet; thence Northwesterly along a 5045 foot radius curve to the right 279.37 feet; thence North 0°35'28" West 465.98 feet; thence Northwesterly along a 50 foot radius curve to the left 77.9 feet; thence North 0°8'27" East 45 feet; thence South 89°51'33" East 123.8 feet; thence South 0°8'36" West 2645.46 feet to the point of Beginning.

Subject to all easements and rights of way thereupon.

APN: 26-03-200-002 (KNA 26-03-200-004)

Also Less and Excepting:

Beginning at a point on the Quarter Section line, said point being North 89°46'30" West 63.04 feet from the East Quarter Corner of Section 3, Township 3 South, Range 2 West, Salt Lake Base and Meridian.

Thence North 89°46'30" West 933.84 feet along said Quarter Section line; thence North 0°08'09" East 1605.00 feet; thence South 89°46'30" East 950.00 feet to the West line of 6400 West Street; thence Southerly 136.68 feet along the arc of a 4,955.00 foot radius curve to the right (Center bears South 88°33'20" West and the Chord bears South 00°39'15" East 136.68 feet

with a central angle of  $01^{\circ}34'50''$ ) along the West line of 6400 South Street; thence South  $0^{\circ}08'09''$  West 1402.74 feet along the West line of 6400 South Street; thence South  $31^{\circ}37'14''$  West 65.34 feet; thence South  $58^{\circ}23'39''$  East 18.86 feet to the point of beginning.