

RECORDATION REQUESTED BY:

William P. Anfuso and Danielle Anfuso
2255 S.W. Military Road
Portland, OR 97219

WHEN RECORDED MAIL TO:

David R. Ludwig
Farleigh Wada Witt
121 S.W. Morrison Street, Suite 600
Portland, OR 97204

For Recorder's Use Only

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

DATE: April 23, 2018

Grantor(s):

1. James A. Feltman and Mary K. Feltman, Trustees of Feltman Joint Living Trust U/D/T dated August 2, 2002, as restated July 18, 2013
2. Bridge Court Development Corp, a Wyoming corporation

Grantee(s):

1. William P. Anfuso and Danielle Anfuso, husband and wife
2. David R. Ludwig, Trustee

Legal Description (abbreviated): PTN SECTION 28, T2N, R6EWM

Additional on: See **Exhibit A**

Assessor's Tax Parcel or Account No.: 02062800100600 and 02062800100606

THIS DEED OF TRUST is dated April 24, 2018, among BRIDGE COURT DEVELOPMENT CORP, a Wyoming corporation, whose mailing address is 19409 N.E. 227th Court, Brush Prairie, Washington 98606 (referred to below as the "Grantor"); JAMES A. FELTMAN AND MARY K. FELTMAN, TRUSTEES OF FELTMAN JOINT LIVING TRUST U/D/T DATED AUGUST 2, 2002, AS RESTATED JULY 18, 2013, whose mailing address is 19409 N.E. 227th Court, Brush Prairie, Washington 98606 (referred to below collectively as the "Borrower"); WILLIAM P. ANFUSO and DANIELLE ANFUSO, husband and wife, whose address is 2255 S.W. Military Road, Portland, Oregon 97219 (referred to below collectively sometimes as the "Lender" and sometimes as the

“Beneficiary”); and DAVID R. LUDWIG, whose mailing address is c/o Farleigh Wada Witt, 121 S.W. Morrison Street, Suite 600, Portland, OR 97204 (referred to below as the “Trustee”).

CONVEYANCE AND GRANT. For valuable consideration, Grantor conveys to Trustee in trust with power of sale, right of entry, and possession and, for the benefit of Lender as Beneficiary, all of Grantor’s right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements, and fixtures; all easements, rights of way, and appurtenances; all water, water rights, and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal, and similar matters (the “Real Property”) located in Skamania County, State of Washington:

See **Exhibit A** which is attached to this Deed of Trust and made a part of this Deed of Trust as if fully set forth herein.

Grantor hereby assigns as security to Lender, all of Grantor’s right, title, and interest in and to all leases, Rents, and profits of the Property. This assignment is recorded in accordance with RCW 65.08.070; the lien created by this assignment is intended to be specific, perfected, and choate upon the recording of this Deed of Trust. Lender grants to Grantor a license to collect the Rents and profits, which license may be revoked at Lender’s option and shall be automatically revoked upon acceleration of all or part of the Indebtedness. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS, AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

GRANTOR’S REPRESENTATIONS AND WARRANTIES. Grantor warrants that: (a) this Deed of Trust is executed at Borrower’s request and not at the request of Lender; (b) Grantor has the full power, right, and authority to enter into this Deed of Trust and to hypothecate the Property; and (c) the provisions of this Deed of Trust do not conflict with or result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree, or order applicable to Grantor.

GRANTOR’S WAIVERS. Grantor waives all rights or defenses arising by reason of any “one action” or “anti-deficiency” law or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender’s commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Borrower shall pay to Lender all Indebtedness secured by this Deed of Trust as it becomes due, and Borrower and Grantor shall perform all their respective obligations under the Note, this Deed of Trust, and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Borrower and Grantor agree that Borrower’s and Grantor’s possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate, or manage the Property; and (3) collect the Rents from the Property (this privilege is a license from Lender to Grantor automatically revoked upon default). The following provisions relate to the use of the Property or to other limitations on the Property. The Real Property is not used principally for agricultural purposes.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) during the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release, or threatened release of any Hazardous Substance by any person on, under, about, or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release, or threatened release of any Hazardous Substance on, under, about, or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of, or release any Hazardous Substance on, under, about, or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations, and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's and Borrower's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Grantor and Borrower shall pay the costs of any environmental audit if either an Event of Default exists, the audit reveals an Event of Default pertaining to Hazardous Substances, or Lender reasonably believes an Event of Default pertaining to Hazardous Substances exists. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Borrower's and Grantor's due diligence in investigating the Property for Hazardous Substances. Borrower and Grantor hereby (1) release and waive any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agree to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release, or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Borrower or Grantor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct, or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove or grant to any other party the

right to remove any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel, or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Deed of Trust.

Compliance with Governmental Requirements. Grantor shall promptly comply and shall promptly cause compliance by all agents, tenants or other persons or entities of every nature whatsoever who rent, lease, or otherwise use or occupy the Property in any manner with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as in Lender's sole opinion Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, (A) declare immediately due and payable all sums secured by this Deed of Trust, or (B) increase the interest rate provided for in the Note or other document evidencing the Indebtedness and impose such other conditions as Lender deems appropriate, upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title, or interest in the Real Property; whether legal, beneficial, or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Grantor is a corporation, partnership, or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests, or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Washington law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines, and impositions levied against or on account of the Property and shall pay when due all claims for work done on or for services

rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or if a lien is filed within fifteen (15) days after Grantor has notice of the filing secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorney's fees or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Deed of Trust.

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a fair value basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages, and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least thirty (30) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission, or default of Grantor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within one hundred eighty (180) days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder if any shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid without interest to Grantor as Grantor's interests may appear.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

WARNING

Unless Grantor provides Lender with evidence of the insurance coverage as required herein, Lender may purchase insurance at Grantor's expense to protect Lender's interest. This insurance may, but need not, also protect Grantor's interest. If the Property becomes damaged, the coverage Lender 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 Lender. The cost of this insurance may be added to the Note balance. If the cost is added to the Note balance, the interest rate on the Note will apply to this added amount. The effective date of coverage may be the date Grantor's prior coverage lapsed or the date Grantor failed to provide proof of coverage.

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

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor or Borrower fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests,

encumbrances, and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining, and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and at Lender's option will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Deed of Trust:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Borrower's Indebtedness shall be paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Deed of Trust:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice all at Grantor's expense, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES, AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees, and charges are a part of this Deed of Trust:

Current Taxes, Fees, and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting, or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the Indebtedness secured by this Deed of Trust; (2) a specific tax on Grantor or Borrower which it is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Borrower or Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies, or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever, or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

ASSIGNMENT OF LEASES AND RENTS. Grantor assigns and conveys to Lender all of Grantor's right, title, and interest in and to all present and future Leases and Rents. Lender grants to Grantor a license to collect the Rents and profits, which license may be revoked at Lender's option and shall be automatically revoked upon acceleration of all or part of the Indebtedness.

Grantor's Representations and Warranties. Grantor continuously represents and warrants that: (a) Grantor has good right, title, and interest to the Leases and Rents, free of all liens, encumbrances, and claims except those disclosed to and accepted by Lender in writing; (b) Grantor has full right, power, and authority to enter into and perform this assignment; (c) the Leases are in full force and effect and have not been modified or amended; (d) the Rents have not been waived, discounted, compromised, setoff or paid more than one month in advance; (e) there are no other assignments, transfers, pledges or encumbrances of any Leases or Rents; and (f) neither Grantor nor the lessees and tenants are in default under the Leases.

Grantor's Agreements. Grantor shall (a) fulfill or perform each and every term, covenant and provision of the Leases to be fulfilled or performed by the lessor thereunder; (b) give prompt notice to Lender of any notice received by Grantor of default under any Lease or of any alleged default or failure of performance that could become a default thereunder, together with a complete copy of any such notice; and (c) enforce, short of termination thereof, the performance or observance of each and every term, covenant and provision of each Lease to be performed or observed by the lessees and tenants thereunder. Grantor, without the prior written consent of Lender, shall not: (d) cancel, modify or alter, or accept the surrender of, any Lease; (e) assign, transfer, pledge or encumber, the whole or any part of the Leases and Rents to anyone other than Lender; (f) accept any Rents more than one month in advance of the accrual thereof; (g) do or permit anything to be done, the doing of which, or omit or refrain from doing anything, the omission of which, could be a breach or default under the terms of any Lease or a basis for termination thereof, or (h) enter into any new tenant leases.

Lender Not Liable. Lender does not assume and shall not be liable for any obligation of the lessor under any of the Leases and all such obligations shall continue to rest upon Grantor as though this assignment had not been made. Neither the assignment of the Leases and Rents nor the exercise by Lender of any of its rights or remedies hereunder or in connection herewith, prior to Lender obtaining actual possession of the Property, shall constitute Lender a "mortgagee in possession" or otherwise make Lender responsible or liable in any manner with respect to the Property or the occupancy, operation or use thereof.

Lender's Rights to Collect Rents. In addition to the other remedies available to Lender, Lender shall have the right at any time, if an Event of Default has occurred, to collect and receive the Rents. For this purpose, Lender is hereby given and granted the following rights, powers and authority: (a) Lender may send notices to any and all tenants of the Property advising them of the assignment and directing all Rents to be paid directly to Lender or Lender's agent; (b) Lender may enter upon and take possession of the Property; demand, collect and receive from the tenants or from any other Persons liable therefor, all of the Rents; institute and carry on all legal proceedings necessary for the protection of the Property, including such proceedings as may be necessary to recover

possession of the Property; collect the Rents and remove any tenant or tenants or other Persons from the Property; (c) Lender may enter upon the Property to maintain the Property and keep the same in repair; to pay the costs thereof and of all services of all employees, including their equipment, and of all continuing costs and expenses of maintaining the Property in proper repair and condition, and also to pay all taxes, assessments and water utilities, and the premiums on fire and other insurance effected by Lender on the Property; (d) Lender may do any and all things to execute and comply with applicable state laws and also all other laws, rules, orders, ordinances and requirements of all other governmental agencies affecting the Property; (e) Lender may rent or lease the whole or any part of the Property for such term or terms and on such conditions as Lender may deem appropriate; (f) Lender may engage such agent or agents as Lender may deem appropriate, either in Lender's name or in Grantor's name, to rent and manage the Property, including the collection and application of Rents; and (g) Lender may do all such other things and acts with respect to the Property as Lender may deem appropriate and may act exclusively and solely in the place and stead of Grantor and to have all of the powers of Grantor for the purposes stated above. Lender shall not be required to do any of the foregoing acts or things, and the fact that Lender shall have performed one or more of the foregoing acts or things shall not require Lender to do any other specific act or thing.

Application of Rents. All costs and expenses incurred by Lender in connection with the Property shall be for Grantor's and Borrower's account and Lender may pay such costs and expenses from the Rents. Lender, in its sole discretion, shall determine the application of any and all Rents received by it; however, any such Rents received by Lender which are not applied to such costs and expenses shall be applied to the Indebtedness. All expenditures made by Lender and not reimbursed from the Rents shall become a part of the Indebtedness secured by this Deed of Trust, and shall be payable on demand, with interest at the rate of interest payable under the Note from date of expenditure until paid.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

Further Assurances. At any time and from time to time upon request of Lender, Grantor and Borrower will make, execute, and deliver or will cause to be made, executed, or delivered to Lender or to Lender's designee and when requested by Lender cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may in the sole opinion of Lender be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Borrower's and Grantor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of

making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable in Lender's sole opinion to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Borrower pays all the Indebtedness when due and Grantor and Borrower otherwise perform all the obligations imposed upon them under this Deed of Trust, Lender shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Grantor suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Any reconveyance fee shall be paid by Grantor, if permitted by applicable law. The grantee in any reconveyance may be described as the "person or persons legally entitled thereto" and the recitals in the reconveyance of any matters or facts shall be conclusive proof of the truthfulness of any such matters or facts.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

Payment Default. Borrower fails to make any payment when due under the Indebtedness.

Other Defaults. Borrower or Grantor fails to comply with or to perform any other term, obligation, covenant, or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant, or condition contained in any other agreement between Lender and Borrower or Grantor.

Compliance Default. Failure to comply with any other term, obligation, covenant, or condition contained in this Deed of Trust, the Note, or in any of the Related Documents.

Default on Other Payments. Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance or any other payment necessary to prevent filing of or to effect discharge of any lien.

False Statements. Any warranty, representation, or statement made or furnished to Lender by Borrower or Grantor or on Borrower's or Grantor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Insolvency. The dissolution or termination of Borrower's or Grantor's existence as a going business, the insolvency of Borrower or Grantor, the appointment of a receiver for any part of Borrower's or Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower or Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession, or any other method by any creditor of Borrower or Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Borrower's or Grantor's accounts, including

deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower or Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower or Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding in an amount determined by Lender in its sole discretion as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Borrower or Grantor under the terms of any other agreement between Borrower or Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Borrower or Grantor to Lender, whether existing now or later.

Adverse Change. A material adverse change occurs in Borrower's or Grantor's financial condition or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy and an election to make expenditures or to take action to perform an obligation of Grantor or Borrower under this Deed of Trust, after Grantor's or Borrower's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Accelerate Indebtedness. Lender shall have the right at its option to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Borrower would be required to pay.

Foreclosure. With respect to all or any part of the Real Property, the Trustee shall have the right to exercise its power of sale and to foreclose by notice and sale and Lender shall have the right to foreclose by judicial foreclosure in either case in accordance with and to the full extent provided by applicable law.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Borrower or Grantor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds over and above Lender's costs against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding or pending foreclosure or sale, and to collect the Rents from the Property and apply the proceeds over and above the cost of the receivership against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Borrower or Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall at Lender's option either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or available at law or in equity.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Sale of the Property. To the extent permitted by applicable law, Borrower and Grantor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Attorney's Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorney's fees at trial and upon any appeal. Whether or not any court action is involved and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include without limitation, however subject to any limits under applicable law, Lender's attorney's fees and Lender's legal expenses, whether or not there is a lawsuit, including attorney's fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor and Borrower also will pay any court costs, in addition to all other sums provided by law.

Rights of Trustee. Trustee shall have all of the rights and duties of Lender as set forth in this section.

POWERS AND OBLIGATIONS OF TRUSTEE. The following provisions relating to the powers and obligations of Trustee (pursuant to Lender's instructions) are part of this Deed of Trust:

Powers of Trustee. In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Grantor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

Obligations to Notify. Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Grantor, Lender, or Trustee shall be a party unless required by applicable law or unless the action or proceeding is brought by Trustee.

Trustee. Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

Successor Trustee. Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed under this Deed of Trust by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of Skamania County, State of Washington. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Grantor, the book and page or the Auditor's File Number where this Deed of Trust is recorded, and the name and address of the successor trustee and the instrument shall be executed and acknowledged by Lender or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of Trustee shall govern to the exclusion of all other provisions for substitution.

NOTICES. Subject to applicable law and except for notice required or allowed by law to be given in another manner, any notice required to be given under this Deed of Trust, including without limitation any notice of default and any notice of sale shall be given in writing and shall be effective when actually delivered when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified, or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Subject to applicable law and except for notice required or allowed by law to be given in another manner, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

GRANTOR'S ADDITIONAL WAIVERS, CONSENTS AND AGREEMENTS.

Lender's Rights. Without notice to Grantor and without diminishing or affecting Lender's rights or any Borrower's or Grantor's obligations hereunder, Lender may deal in any manner with Borrower or any Person who at any time is liable for, or provides any real or personal property collateral for, any indebtedness or obligations of Borrower or Grantor to Lender, including the Indebtedness. Without limiting the foregoing, Lender may at any time, or from time to time, in its sole discretion:

- a. Make secured or unsecured loans to Borrower and agree to any number of waivers, modifications, extensions and renewals of any length of such loans;
- b. Extend or change the time of payment or performance or the manner, place, or terms of payment or performance of any of the Indebtedness, including without limitation increases or decreases in the amount of the Indebtedness or the interest rate or any other amount payable with respect to the Indebtedness;
- c. Take and hold additional security for the Indebtedness and impair, exchange, release (with or without substitution of collateral), surrender, fail to perfect a security interest, fail to preserve the value of, fail to dispose of in accordance with applicable law, any collateral provided by any person or entity in connection with any of the Indebtedness;
- d. Sue, fail to sue, agree not to sue, release and settle or compromise with Borrower or any other person or entity liable for payment or performance of any of the Indebtedness, or subordinate the payment of it, or any part of it, to the payment of any other debts or claims, that may at any time be due or owing to Lender or any other person or entity.

Waivers. Grantor waives and agrees not to assert:

- a. Presentment, demand, protest, notice of acceptance, notice of dishonor, notice of nonperformance, and any other notice with respect to any of the Indebtedness and this Deed of Trust to Grantor, Borrower or any other person or entity, and promptness in commencing suit against any party, or in giving any notice to or making any claim or demand on Grantor;
- b. Any right to require Lender to marshal assets in favor of Borrower, Grantor, or any other person or entity, to proceed against Borrower or any other person or entity, to proceed against or exhaust any security held from Borrower or any other person or entity, to give notice of the terms, time and place of any public or private sale of Personal Property or any other personal property security or to pursue any other remedy in Lender's power;
- c. Any defense based on any legal disability or other defense of Borrower or any other person or entity or by reason of the cessation or limitation of the liability of Borrower from any cause other than full payment of all sums payable under the Indebtedness and the performance of the Indebtedness;
- d. To the fullest extent permitted by law, all rights and benefits under any statute or rule of law purporting to reduce a surety's obligations in proportion to the principal obligation, including without limitation, any defense based on any statute or rule of law that provides that the obligation

of a surety must be neither larger in amount nor in any other respects more burdensome than that of a principal;

e. Any defense based on the application by Borrower of the proceeds of the Indebtedness for purposes other than the purposes represented by Borrower to Lender or intended or understood by Lender or Grantor or based on Lender's acts or omissions in administration of the Indebtedness of Borrower to Lender;

f. Any defense it may acquire by reason of Lender's election of any remedy against Grantor or Borrower or both;

g. Any defense based on Lender's failure to disclose to Grantor any information concerning Borrower's financial condition or any other circumstances bearing on Borrower's ability to pay all sums payable under the Note or any of the Indebtedness or on Lender's failure to disclose any information with respect to the Indebtedness, the collateral for the Indebtedness or other security for any or all Indebtedness, the existence or nonexistence of any guarantees of all or any part of the Indebtedness, any action or inaction on the part of the Lender or any other party, or any other matter, fact, or occurrence whatsoever;

h. Any defense based on any election by Lender, in any proceeding instituted under the Federal Bankruptcy Code, including without limitation any election of the application of Section 1111(b)(2) of the Federal Bankruptcy Code or any successor statute;

i. Any defense based on any borrowing or any grant of a security interest under § 364 or any other provision of the Federal Bankruptcy Code;

j. Any right of subrogation, contribution, or reimbursement against Borrower, any right to enforce any remedy that Lender has or may in the future have against Borrower, any other right that Lender may now or later acquire against Borrower that arises from the existence or performance of Grantor's obligations under this Deed of Trust or would arise with respect to the Indebtedness, and any benefit of, and any right to participate in, any security for the Indebtedness now or in the future held by Lender;

k. The benefit of any statute of limitations affecting the liability of Grantor or the enforcement of this Deed of Trust;

l. Any rights to setoffs or counterclaims on Borrower's or Grantor's part;

m. If Borrower shall be or become insolvent and the Indebtedness shall not at all times be fully secured by collateral pledged by Borrower, any claim or right to payment Grantor may now or hereafter have or acquire against Borrower, by subrogation or otherwise, so that at no time shall Grantor be or become a "creditor" of Borrower within the meaning of any provision of the Federal Bankruptcy Code;

n. All rights and defenses arising out of an election of remedies by Lender.

Statute of Limitations. Grantor agrees that the payment of all sums payable on any of the Indebtedness or any other act that tolls any statute of limitations applicable to any of the Indebtedness will similarly operate to toll the statute of limitations applicable to Grantor's liability.

Information Concerning Borrower. Grantor has established adequate means of obtaining from Borrower on a continuing basis all relevant facts and information about Borrower's financial condition and the Indebtedness and Lender has no obligation to advise Grantor of Borrower's financial condition or any change in such financial condition or of any other information that it may now or hereafter have concerning Borrower. Lender has made no representations to Grantor about Borrower or Borrower's creditworthiness. Grantor is fully responsible for being and keeping informed of the financial condition of Borrower and all circumstances bearing on the risk of nonpayment of any Indebtedness.

Direct Liability. Grantor's liability hereunder shall be the immediate, direct, and primary obligation of Grantor and shall not be contingent upon the Lender's exercise or enforcement of any remedy it may have against Borrower or any other Person, or against any collateral for the Indebtedness or other security for any of the Indebtedness.

APPLICATION OF PAYMENTS. With or without notice to Grantor, Lender, in its sole discretion, at any time and from time to time, in such manner and upon such terms as it considers best, may (a) apply any and all payments or recoveries from Borrower or Grantor or realized from any security, in such manner, order and priority as Lender elects, to any indebtedness to Lender, whether or not such indebtedness is secured hereby or is otherwise secured or is due at the time of such application; and (b) refund to Borrower any payment received by Lender upon any Indebtedness hereby secured and payment of the amount refunded shall be fully secured hereby.

MAXIMUM SECURITY AMOUNT. Notwithstanding any contrary provision hereof, if any action or proceeding is commenced asserting that this Deed of Trust is subject to avoidance as a fraudulent transfer or fraudulent conveyance or any similar term under any applicable state or federal law, the security interest of Lender in the Property shall be limited to the maximum amount which can or could be transferred to Lender without rendering Grantor's grant of a security interest subject to avoidance under such law in such action or proceeding.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Deed of Trust:

Amendments. This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration of or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Caption Headings. Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Governing Law. This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Washington without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of Washington.

Choice of Venue. If there is a lawsuit, Grantor and Borrower agree upon Lender's request to submit to the jurisdiction of the courts of Skamania County, State of Washington.

Waiver of Jury Trial. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, GRANTOR AND BORROWER HEREBY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING RELATING TO ANY OF THE LOAN DOCUMENTS, THE OBLIGATIONS THEREUNDER, ANY COLLATERAL SECURING THE INDEBTEDNESS, OR ANY TRANSACTION ARISING THEREFROM OR CONNECTED THERETO. GRANTOR AND BORROWER ACKNOWLEDGE AND AGREE THAT THIS WAIVER IS KNOWINGLY, WILLINGLY, AND VOLUNTARILY GIVEN.

Joint and Several Liability. All obligations of Borrower and Grantor under this Deed of Trust shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each Grantor signing below is responsible for all obligations in this Deed of Trust. Where any one or more of the parties is a corporation, partnership, limited liability company, or similar entity, it is not necessary for Lender to inquire into the powers of any of the officers, directors, partners, members, or other agents acting or purporting to act on the entity's behalf and any obligations made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Deed of Trust.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Grantor or Borrower, shall constitute a waiver of any of Lender's rights or of any of Grantor's or Borrower's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any person or circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other person or circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid, and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity, or enforceability of any other provision of this Deed of Trust.

Successors and Assigns. Subject to any limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors, and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender without notice to Grantor or Borrower may deal with Grantor's successors with reference to this Deed of Trust and the Indebtedness by way of forbearance or extension without releasing Grantor or Borrower from the obligations of this Deed of Trust or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Washington as to all Indebtedness secured by this Deed of Trust.

Continuing Representation and Warranties. All representations and warranties made by Grantor or Borrower in this Deed of Trust or any of the Related Documents shall survive the execution and delivery of this Deed of Trust and the Related Documents, and shall remain in full force and effect and shall be deemed made continuously until payment and performance in full of all obligations of each party other than Lender under this Deed of Trust and the Related Documents.

COMMERCIAL DEED OF TRUST. Grantor agrees with Lender that this Deed of Trust is a commercial deed of trust and that Grantor will not change the use of the Property without Lender's prior written consent.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural and the plural shall include the singular as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

Beneficiary. The word "Beneficiary" means William P. Anfuso and Danielle Anfuso, husband and wife, and their successors and assigns.

Borrower. The word "Borrower" means James A. Feltman and Mary K. Feltman, Trustees of Feltman Joint Living Trust U/D/T dated August 2, 2002, as restated July 18, 2013, under the provisions of a trust agreement and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Deed of Trust. The words "Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustee and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

Default. The word "Default" means the Default set forth in this Deed of Trust in the section titled "Default."

Environmental Laws. The words "Environmental Laws" mean any and all state, federal, and local statutes, regulations, and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and

Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

Grantor. The word "Grantor" means Bridge Court Development Corp, a Wyoming corporation.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration, or physical, chemical, or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported, or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials, or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes without limitation petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements, and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs, and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of, and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Trustee or Lender to enforce Grantor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust.

Leases. The word "Leases" means all present and future leases, subleases, rental agreements, and other agreements for the use and occupancy of all or any part of the Real Property, whether written or oral, and any amendments, extensions, renewals, and replacements thereof.

Lender. The word "Lender" means William P. Anfuso and Danielle Anfuso, husband and wife, their successors, and assigns.

Note. The word "Note" means the Promissory Note dated April 19, 2018, in the original principal amount of Five Hundred Thousand Dollars (\$500,000) from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Note or agreement.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all issues and profits thereon

and proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests, and rights as further described in this Deed of Trust.

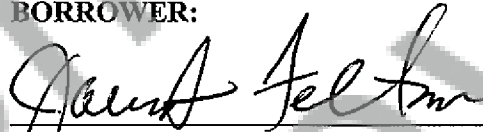
Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits arising from or out of the Leases or derived from the Property.

Trustee. The word "Trustee" means David R. Ludwig, whose mailing address is c/o Farleigh Wada Witt, 121 S.W. Morrison Street, Suite 600, Portland, Oregon 97204, and any substitute or successor trustees.

GRANTOR AND BORROWER ACKNOWLEDGE HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND GRANTOR AND BORROWER AGREE TO ITS TERMS.

BORROWER:



James A. Feltman, Trustee of the Feltman Joint Living Trust U/D/T dated August 2, 2002, as restated July 18, 2013



Mary K. Feltman, Trustee of the Feltman Joint Living Trust U/D/T dated August 2, 2002, as restated July 18, 2013

GRANTOR:

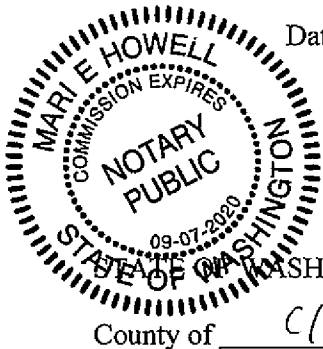
BRIDGE COURT DEVELOPMENT CORP, a Wyoming corporation

By: 
James A. Feltman, President

STATE OF WASHINGTON)
 County of Clark) ss.

I certify that I know or have satisfactory evidence that James A. Feltman, Trustee of the Feltman Joint Living Trust U/D/T dated August 2, 2002, as restated July 18, 2013, is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

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 Dated: ~~April~~ 1, 2018.

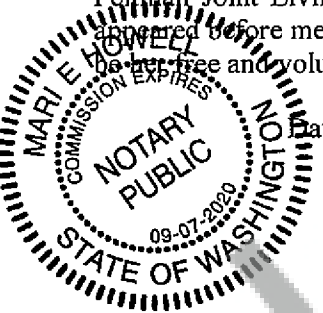


Mari E Howell
 Notary Public for Washington
 My Commission Expires: 09/07/2020

STATE OF WASHINGTON)
 County of Clark) ss.

I certify that I know or have satisfactory evidence that Mary K. Feltman, Trustee of the Feltman Joint Living Trust U/D/T dated August 2, 2002, as restated July 18, 2013, is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

may m
 Dated: ~~April~~ 1, 2018.

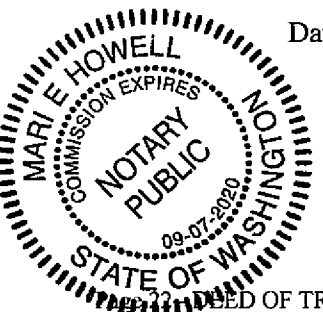


Mari E Howell
 Notary Public for Washington
 My Commission Expires: 09/07/2020

STATE OF WASHINGTON)
 County of Clark) ss.

I certify that I know or have satisfactory evidence that James A. Feltman, President of Bridge Court Development Corp, a Wyoming corporation, is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

may m
 Dated: ~~April~~ 1, 2018.



Mari E Howell
 Notary Public for Washington
 My Commission Expires: 09/07/2020

REQUEST FOR FULL RECONVEYANCE
(To be used only when obligations have been paid in full)

To: _____, Trustee

The undersigned is the legal owner and holder of all Indebtedness secured by this Deed of Trust. All sums secured by this Deed of Trust have been fully paid and satisfied. You are hereby directed, upon payment to you of any sums owing to you under the terms of this Deed of Trust or pursuant to any applicable statute, to cancel the Note secured by this Deed of Trust (which is delivered to you together with this Deed of Trust), and to reconvey, without warranty, to the parties designated by the terms of this Deed of Trust, the estate now held by you under this Deed of Trust. Please mail the reconveyance and Related Documents to:

_____.

Date: _____

Beneficiary: _____

By: _____

Its: _____

EXHIBIT A**Legal Description**

A PORTION OF THE NORTH HALF OF THE SOUTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 2 NORTH, RANGE 6 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIPE WITH BRASS CAP MARKING THE QUARTER CORNER BETWEEN SECTIONS 27 AND 28; THENCE NORTH 88°54'56" WEST, ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 28 AS SHOWN IN VOLUME 3 OF SURVEYS, PAGE 297, SKAMANIA AUDITOR'S RECORDS, 910.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 15°31'25" WEST, 737.57 FEET TO A POINT HEREINAFTER CALLED POINT "C"; THENCE FOLLOWING THE CENTERLINE OF A 60 FOOT PRIVATE ROAD AND UTILITY EASEMENT, NORTH 86°00'00" WEST, 50.00 FEET; THENCE SOUTH 80°00'00" WEST, 115.00 FEET; THENCE SOUTH 59°00'00" WEST, 160.00 FEET; THENCE ALONG THE ARC OF A 30 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 83°00'00", FOR AN ARC DISTANCE OF 43.46 FEET; THENCE ALONG THE ARC OF A 366.76 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 22°00'00" FOR AN ARC DISTANCE OF 140.83 FEET; THENCE NORTH 16°00'00" WEST, 75.00 FEET; THENCE ALONG THE ARC OF A 50 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 203°00'00", FOR AN ARC DISTANCE OF 177.15 FEET; THENCE SOUTH 39°00'00" EAST, 15.00 FEET; THENCE ALONG THE ARC OF A 100 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 28°38'52", FOR AN ARC DISTANCE OF 50.00 FEET TO A POINT HEREINAFTER CALLED POINT "B"; THENCE LEAVING SAID 60 FOOT EASEMENT CENTERLINE, SOUTH 86°25'24" WEST, 1089.56 FEET; THENCE NORTH 29°00'00" WEST, 60.00 FEET TO THE POSITION OF IRON ROD NO. 3 (SURVEY 3-297); THENCE NORTH 52°33'56" EAST, FOLLOWING THE NORTHWESTERLY LINE OF THE MACDONALD TRACT AS DESCRIBED IN BOOK 142 OF DEEDS, PAGE 738, SKAMANIA COUNTY AUDITOR'S RECORDS, 53.22 FEET; THENCE NORTH 55°57'15" EAST, 49.75 FEET TO THE WEST LINE OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 28; THENCE NORTH 00°55'04" EAST, ALONG SAID WEST LINE, 47.74 FEET TO THE WESTERLY SOUTHWEST CORNER OF THE HEFFERNAN TRACT AS DESCRIBED IN BOOK 142 OF DEEDS, PAGE 736; THENCE SOUTH 65°13'53" EAST, ALONG THE SOUTHEASTERLY LINE OF THE HEFFERNAN TRACT, 43.13 FEET; THENCE NORTH 44°27'43" EAST, 253.01 FEET; THENCE NORTH 37°32'04" WEST, 167.04 FEET TO THE SOUTHERLY SOUTHWEST CORNER OF LOT 1 AS SHOWN IN BOOK 3 OF SHORT PLATS, PAGE 253; THENCE SOUTH 88°54'56" EAST, 580.49 FEET TO THE SOUTHEAST CORNER OF LOT 1; THENCE NORTH 00°55'04" EAST, 350.10 FEET TO THE NORTHEAST CORNER OF LOT 1; THENCE SOUTH 88°54'56" EAST, ALONG THE NORTH LINE OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 28, FOR A DISTANCE OF 1009.65 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH A 30 FOOT NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND UTILITIES AS DESCRIBED IN BOOK 186 OF DEEDS PAGE 262, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER OF DUNCAN CREEK COUNTY ROAD THAT BEARS SOUTH 62°52'11" EAST, 176.68 FEET FROM THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28; THENCE NORTH 72°00'00" EAST, 44.93 FEET; THENCE ALONG THE ARC OF A 200 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 21°00'00", FOR AN ARC DISTANCE OF 73.30 FEET; THENCE SOUTH 87°00'00" EAST, 40.00 FEET; THENCE ALONG THE ARC OF A 250 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 27°00'00", FOR AN ARC DISTANCE OF 117.81 FEET; THENCE NORTH 66°00'00" EAST, 70.00 FEET TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28 AT A POINT THAT BEARS SOUTH 88°53'21" EAST, 491.00 FEET FROM THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28 AND THE TERMINUS OF SAID EASEMENT CENTERLINE. (THE SIDELINES OF SAID EASEMENT TO BE EXTENDED OR SHORTENED SO AS TO TERMINATE ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28.)

EXCEPT ANY PORTION LYING WITHIN THE DUNCAN CREEK COUNTY ROAD.

TOGETHER WITH A 30 FOOT NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND UTILITIES, THE SOUTH LINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, FOR A DISTANCE OF 518.00 FEET TO THE TERMINUS OF THE SOUTH EASEMENT LINE TO BE DESCRIBED (SEE SURVEY 3-297).

TOGETHER WITH A 60 FOOT NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND UTILITIES, AND RESERVING UNTO THE GRANTOR, HIS HEIRS AND ASSIGNS, THIS SAME EASEMENT FOR ACCESS TO THE GRANTOR'S ADJACENT PROPERTY IN THE SOUTHEAST QUARTER OF SECTION 28, THE CENTERLINE OF SAID 60 FOOT EASEMENT BEING DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIPE WITH BRASS CAP MARKING THE QUARTER CORNER BETWEEN SECTIONS 28 AND 33; THENCE NORTH 00°55'04" EAST, 1309.30 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28 AS SHOWN IN THE MACDONALD SHORT PLAT AS RECORDED IN BOOK 3 OF SHORT PLATS, PAGE 253, SKAMANIA COUNTY AUDITOR'S RECORDS; THENCE SOUTH 88°53'21" EAST, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER AS SHOWN IN SHORT PLAT 3-253, FOR A DISTANCE OF 973.00 FEET TO A 5/8 INCH IRON ROD AS SET IN A VOLUME 3 OF SURVEYS, PAGE 297, SKAMANIA COUNTY AUDITOR'S RECORDS AND THE TRUE POINT OF BEGINNING OF THE EASEMENT CENTERLINE TO BE DESCRIBED; THENCE LEAVING SOUTH SAID SOUTH LINE, AND FOLLOWING THE CENTERLINE OF A 60 FOOT ROAD EASEMENT, NORTH 59°00'00" EAST, 165.00 FEET; THENCE ALONG THE ARC OF A 50 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 92°00'00", FOR AN ARC DISTANCE OF 80.29 FEET; THENCE NORTH 33°00'00" WEST, 25.00 FEET; THENCE ALONG THE ARC OF A 100 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 36°00'00" FOR AN ARC DISTANCE OF 62.83 FEET; THENCE NORTH 03°00'00" EAST, 75.00 FEET; THENCE ALONG THE ARC OF A 150 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 37°00'00", FOR

AN ARC DISTANCE OF 96.87 FEET; THENCE NORTH 34°00'00" WEST, 65.00 FEET; THENCE ALONG THE ARC OF A 70 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 48°00'00", FOR AN ARC DISTANCE OF 58°64' FEET; THENCE NORTH 14°00'00" EAST, 35.00 FEET; THENCE ALONG THE ARC OF A 100 FOOT RADIUS CURVE TO THE LEFT, THROUGH AN CENTRAL ANGLE OF 24°21'08", FOR AN ARC DISTANCE OF 42.50 FEET TO POINT "B", ABOVE DESCRIBED; THENCE CONTINUING ALONG THE ARC OF SAID 100 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 28°38'52", FOR AN ARC DISTANCE OF 50.00 FEET; THENCE NORTH 39°00'00" WEST, 15.00 FEET; THENCE ALONG THE ARC OF A 50 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 203°00'00", FOR AN ARC DISTANCE OF 177.15 FEET; THENCE SOUTH 16°00'00" EAST, 75.00 FEET; THENCE ALONG THE ARC OF A 366.76 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 22°00'00", FOR AN ARC DISTANCE OF 140.83 FEET; THENCE ALONG THE ARC OF A 30 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 83°00'00", FOR AN ARC DISTANCE OF 43.46 FEET; THENCE NORTH 59°00'00" EAST, 160.00 FEET TO THE NORTHEAST CORNER OF THE ABOVE DESCRIBED TRACT; THENCE NORTH 80°00'00" EAST, 115.00 FEET; THENCE SOUTH 86°00'00" EAST, 50.00 FEET TO THE TERMINUS OF SAID 60 FOOT EASEMENT CENTERLINE AT POINT "C" ABOVE DESCRIBED. (THE SIDELINES OF SAID EASEMENT TO BE EXTENDED OR SHORTENED SO AS TO TERMINATE ON LINES RUNNING NORTH 15°31'25" EAST AND SOUTH 32°04'44" EAST FROM THE ABOVE CENTERLINE TERMINUS.)

TOGETHER WITH AND SUBJECT TO THAT 30 FOOT PRIVATE ROAD AND UTILITY EASEMENT AS SHOWN ON BOOK 3 OF SHORT PLATS, PAGE 253 (AND ALSO DEPICTED ON BOOK 3 OF SURVEYS, PAGE 297).