

After recording, return to:

Larson Berg & Perkins PLLC
105 North 3rd Street
Yakima, WA 98901

DEED OF TRUST

Grantor(s) (Borrower): (1) O & B SINGH, INC.

Grantee(s) (Beneficiary/Trustee):
(1) POWELL-CHRISTENSEN, INC. dba R.E.
POWELL DISTRIBUTING CO. nka
CHRISTENSEN, INC.
(2) LBP SERVICES LLC (Trustee)

Legal Description (Abbreviated):

Main Street Conv St Lot 1 of the Gary Collins SP#2007164796

Additional Legal Description on Page 1.

Assessor's Parcel No.: 02070110150000

THIS DEED OF TRUST, made this 10 day of December, 2019, between O & B SINGH, INC., a Washington corporation, whose address is 330 Rock Creek Drive, Stevenson, WA 98648, and LBP SERVICES LLC, TRUSTEE, whose address is 105 North 3rd Street, Yakima, WA 98901, and CHRISTENSEN, INC., a Washington corporation, dba R.E. Powell Distributing Co., BENEFICIARY, whose address is 501 E. Wine Country Road, Grandview, WA 98930.

WITNESSETH: Grantors hereby bargain, sell and convey to Trustee in Trust, with power of sale, the following described real property in Skamania County, Washington:

Lot 1 of the Gary Collins Short Plat recorded in Auditor's File No. 2007164796, Skamania County Records.

which real property is not used principally for agricultural or farming purposes, together with all the tenements, hereditaments, and appurtenances now or hereafter thereunto belonging or in any way appertaining, and the rents, issues and profits thereof.

This Deed of Trust is for the purpose of securing performance of the Product Sales Agreement dated March 24, 2017, together with all attached documents or amendments, between Powell-Christensen, Inc. dba R.E. Powell Distributing Co. nka Christensen, Inc. ("Christensen" and as "Beneficiary") and O & B Singh, Inc., a Washington corporation, and Balbir Singh, individually ("Grantor" and "Buyer"), and all renewals, modifications, and extensions thereof (the "Secured Agreement"), and also such further sums as may be advanced or loaned by Beneficiary to Grantor, or any of Grantor's successors or assigns, together with interest thereon at such rate as shall be agreed upon. For as long as any agreement between the parties is in force and/or any sum of money is owing to Beneficiary, this Deed of Trust shall remain in full force and effect and secures said agreement and/or obligation.

To protect the security of this Deed of Trust, Grantor covenants and agrees:

1. To keep the property in good condition and repair; to permit no waste thereof; to complete any building, structure or improvement being built or about to be built thereon; to restore promptly any building, structure or improvement thereon which may be damaged or destroyed; and to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property.
2. To pay before delinquent all lawful taxes and assessments upon the property; to keep the property free and clear of all other charges, liens or encumbrances impairing the security of this Deed of Trust.
3. To keep all buildings now or hereafter erected on the property described herein continuously insured against loss by fire or other hazards in an amount not less than the total debt secured by this Deed of Trust. All policies shall be held by the Beneficiary, and be in such companies as the Beneficiary may approve and have loss payable first to the Beneficiary, as its interest may appear, and then to the Grantor. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as the Beneficiary shall determine. Such application by the Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of the Grantor in insurance policies then in force shall pass to the purchaser at the foreclosure sale.

4. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses, including cost of title search and attorney's fees in a reasonable amount, in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

5. To pay all costs, fees and expenses in connection with this Deed of Trust, including the expenses of the Trustee incurred in enforcing the obligation secured hereby and Trustee's and attorney's fees actually incurred, as provided by statute.

6. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances or other charges against the property hereinabove described, Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the note secured hereby, shall be added to and become a part of the debt secured in this Deed of Trust.

7. Due on Sale: The property described in this security instrument may not be sold or transferred without the Beneficiary's consent. Upon breach of this provision, Beneficiary may declare all sums due under the Deed of Trust immediately due and payable, unless prohibited by applicable law.

IT IS MUTUALLY AGREED THAT:

1. In the event any portion of the property is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion as may be necessary to fully satisfy the obligations secured hereby, shall be paid to Beneficiary to be applied to said obligation.

2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.

3. The Trustee shall reconvey all or any part of the property covered by this Deed of Trust to the person entitled thereto on written request of the Grantor and the Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.

4. Upon default by Grantor in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In such event and upon written request of Beneficiary, Trustee shall sell the trust property, in accordance with the Deed of Trust Act of the State of Washington, at public auction to the highest bidder. Any person except Trustee may bid at Trustee's sale. Trustee shall apply the

proceeds of the sale as follows: (1) to the expense of the sale, including a reasonable Trustee's fee and attorney's fee; (2) to the obligation secured by the Deed of Trust; (3) the surplus, if any, shall be distributed to the persons entitled thereto.

5. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the property which Grantor had or had the power to convey at the time of this execution of this Deed of Trust, and such as he may have acquired thereafter. Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchaser and encumbrancers for value.

6. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive remedy; Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.

7. In the event of the death, incapacity, disability, or resignation of Trustee, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original Trustee. The Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

8. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, devisees, legatees, administrators, executors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

9. Beneficiary agrees to request reconveyance in accordance with the terms of the promissory note which this deed of trust secures.

O & B Singh, Inc.

By: Balbir Singh
Balbir Singh, ~~President~~ Secretary/Treasurer

STATE OF WASHINGTON)
COUNTY OF Clark) ss.

This record was acknowledged before me on 12/9, 2019, by Balbir Singh, as ~~President~~ of O & B Singh, Inc., a Washington corporation.

Secretary/Treasurer

[Signature]
Signature of Notary Public

My commission expires: 6/13/2020

