



AFTER RECORDING RETURN TO:

Gwendolyn Payton
Kilpatrick Townsend & Stockton LLP
1420 Fifth Avenue, Suite 3700
Seattle, WA 98101

DEED OF TRUST

GRANTOR: Ted L. Anderson, Trustee of the Ted L. Anderson Trust dated June 6, 2000 and Shirley T. Anderson, Trustee of the Shirley T. Anderson Trust dated June 6, 2000

GRANTEE: NextGear Capital, Inc.

Abbreviated Legal Description: Lot 2 MAPPELLI-PINNELL SP Bk 3/Pg 293

Assessor's Tax Parcel ID#: 01051120110400

THIS DEED OF TRUST, made this 27th day of August, 2020, between

Ted L. Anderson, Trustee of the Ted L. Anderson Trust dated June 6, 2000 and Shirley T. Anderson, Trustee of the Shirley T. Anderson Trust dated June 6, 2000, GRANTOR, whose address is 102 Puzzled Woman Road, Washougal, WA 98671;

Chicago Title Insurance Company, TRUSTEE, whose address is 701 5th Avenue, Suite 2300 Seattle, WA 98104;

and NextGear Capital, Inc., GRANTEE (hereinafter referred to as "Beneficiary"), whose address is 1320 City Center Drive, Suite 100, Carmel, Indiana 46032.

WITNESSETH: Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale, the following described real property in Skamania County, Washington:

SEE ATTACHED EXHIBIT A

which real property is not used principally for agricultural or farming purposes, together with all the tenements, hereditaments, appurtenances, buildings, structures, improvements, and articles of property now or hereafter attached to, or used or adapted for use in the operation of the hereinabove described property (collectively the "Property"), and together with all of the rents, royalties,

receipts, issues, and profits derived from the Property. This Deed of Trust is for the purpose of securing performance of each agreement of grantor herein contained, and payment of the sum of Twenty Million Dollars (\$20,000,000.00) with interest, in accordance with the terms of a promissory note dated August 18, 2014, payable to Beneficiary or order, and guaranteed by Grantor, and all renewals, modifications and extensions thereof (the "Note"), and also such further sums as may be advanced or loaned by Beneficiary to Grantor, or any of their successors or assigns, together with interest thereon at such rate as shall be agreed upon.

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 and to comply with all; comply with all requirements of the federal, state and local authorities and all other laws, ordinances, regulations, covenants, conditions and restrictions now or hereafter respecting the Property or the use thereof. Grantor shall maintain the buildings and other improvements on the Property in good condition and repair; not remove or demolish any building thereon; complete or restore promptly and in good workmanlike manner any building which may be constructed, damaged or destroyed thereon and pay when due all claims for labor performed and materials furnished therefor, and pay all fees or charges of any kind in connection therewith. Grantor shall permit Beneficiary and its agents the opportunity to inspect the Property, including the interior of any structures, at reasonable times after prior written notice of at least three (3) days, or immediately, without notice in the event of a default.

2. Grantor hereby represents that, as of the date hereof, there are no encumbrances to secure debt junior to this Deed of Trust, and that there will be none following the date when this Deed of Trust becomes of record, except those disclosed and agreed to by Beneficiary. Grantor shall not, without first obtaining Beneficiary's written consent, change the general nature of the occupancy of the Property or initiate or acquiesce in any zoning reclassification, or do or suffer any act or thing which would impair the security for the indebtedness secured hereby or Beneficiary's lien upon the Property.

3. To pay before delinquent all lawful taxes and assessments upon the Property; and to keep the Property free and clear of all other charges, liens or encumbrances. Grantor may not sell or transfer the Property or any portion thereof, voluntarily or involuntarily, without Beneficiary's written consent. No building or other improvement on the Property shall be structurally altered, removed or demolished without the Beneficiary's prior written consent, nor shall any fixture or chattel covered by this Deed of Trust and adapted to the proper use and enjoyment of the Property be removed at any time without like consent unless actually replaced by an article of equal suitability, owned by the Grantor, free and clear of any lien or security interest except such as may be approved in writing by the Beneficiary. Grantor shall pay when due all rents, taxes, assessments and encumbrances, charges or liens affecting said property or any part thereof, which appear to be prior or superior hereto. Beneficiary may, at its option (but is not obligated to do so), pay any such sums, however, Beneficiary shall not be liable to Grantor for failure to exercise such option.

4. To keep all buildings now or hereafter erected on the Property continuously insured against loss by fire, other casualties and hazards, vandalism, malicious mischief, and against such other risks as Beneficiary may from time to time reasonably request in an amount of 100% of the replacement value of the existing and future improvements to the Property. All policies shall 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. 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.

All insurance shall contain waiver of subrogation clauses and loss payable clauses (without contribution) in favor of Beneficiary. Grantor shall deliver all policies to Beneficiary, which delivery shall constitute an assignment to Beneficiary of all return premiums. Grantor shall keep the above insurance and such other coverage reasonably requested by Beneficiary with carrier(s), in amounts and in form at all times reasonably satisfactory to Beneficiary, which carrier(s), amounts and form shall not be changed without the prior written consent of Beneficiary. All insurance policies shall be non-cancelable and not subject to material change by any party without thirty (30) days prior written notice to Beneficiary. Beneficiary may, at its option, require Grantor to maintain said required policies in Grantor's possessions in lieu of delivering said policies to Beneficiary, in which event, said policies shall be kept available by Grantor at all times for return to Beneficiary or for inspection by Beneficiary, its agents or insurers, and said requirement may be withdrawn by Beneficiary at any time.

The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

5. 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. Grantor shall appear in and defend any suit, action or proceeding that might affect the priority or enforceability of this Deed of Trust or the value of this Deed of Trust, or the Property itself or the rights and powers of Beneficiary or Trustee. Should Beneficiary or Trustee elect also to appear in or defend any such suit, action or proceeding, or be made a party to such by reason of the Deed of Trust, or elect to prosecute such action as appears necessary to preserve said value, Grantor shall indemnify and, on demand, reimburse Beneficiary or Trustee for, any and all loss, damage, expense or cost, including cost of evidence of title and attorney's fees, arising out of or incurred in connection with any such suit, action, or proceeding. Grantor shall pay all costs and expenses incurred by Beneficiary in enforcing this Deed of Trust, the Note, or related agreements, and any costs of suit, costs of evidence of title and attorney's fees in any suit, action or proceeding brought by Beneficiary to foreclose this Deed of Trust. The sum of all such expenditures referred to in this paragraph or incurred in exercise of rights or options otherwise granted to Beneficiary or Trustee in this Deed of Trust shall be secured by this Deed of Trust with interest as provided in the Note, and shall be due and payable on demand.

6. 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.

7. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances or other charges against the Property, Beneficiary may pay the same, and the amount

so paid, with interest at the default rate stated in the Note, and shall be added to and become a part of the debt secured in this Deed of Trust.

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 obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation. More specifically, Grantor shall within three (3) business days of its receipt of notice thereof, notify Beneficiary of any action or proceeding relating to any condemnation or other taking, whether direct or indirect, of the Property, or part thereof, and Grantor shall, after consultation with and subject to Beneficiary's approval, appear in and prosecute any such action or proceeding. Upon Grantor's failure to act in accordance with Beneficiary's prior approval, Grantor authorizes Beneficiary, at Beneficiary's option, as attorney in fact for Grantor (such appointment as attorney in fact is coupled with an interest), to commence, appear in and prosecute, in Beneficiary's or Grantor's name, any action or proceeding relating to any condemnation or other taking of the Property, and to settle or compromise any claim in connection with such condemnation or other taking. The proceeds of any award, payment or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyances in lieu of condemnation, are hereby assigned to and shall be paid to Beneficiary and in accordance with the provisions below. Beneficiary is authorized (but is under no obligation) to collect any such proceeds.

Beneficiary may, in its sole discretion, elect to (i) apply the net proceeds of any condemnation award (after deduction of Beneficiary's reasonable costs and expenses, if any, in collecting the same) in reduction of the Grantor's indebtedness to Beneficiary in such order and manner as Beneficiary may elect, whether due or not or (b) make the proceeds available to Grantor for the restoration or repair of the Property. Any implied covenant in this Deed of Trust restricting the right of Beneficiary to make such an election is waived by Grantor. In addition, Grantor hereby waives the provisions of any law prohibiting Beneficiary from making such an election.

Provided no Event of Default then exists and Grantor certifies as to same, if Beneficiary in its sole and absolute discretion elects to make all or any part of the net proceeds of the condemnation award (after deduction of Beneficiary's reasonable costs and expenses, if any, in collecting the same) available to Grantor for restoration or repair, then any excess proceeds remaining after completion of such repair shall be distributed first to Grantor to the extent Grantor has deposited funds with Beneficiary for such repair with the balance applied against the indebtedness pursuant to the Note. Notwithstanding the foregoing, it shall be a condition precedent to any disbursement of net condemnation proceeds held by Beneficiary hereunder that Beneficiary shall have approved (i) all plans and specifications for any proposed repair or restoration, (ii) the construction schedule and (iii) the architect's and general contractor's contract for all restoration. Beneficiary may establish other conditions reasonably necessary to assure the work is fully completed in a good and workmanlike manner free of all liens or claims by reason thereof, and in compliance with all applicable laws, rules and regulations. At Beneficiary's option, the net condemnation proceeds shall be disbursed pursuant to a construction escrow acceptable to Beneficiary.

Grantor hereby absolutely and irrevocably assigns to Beneficiary, and authorizes the payor to pay to Beneficiary, the following claims, causes of action, awards, payments and rights to payment: all awards of damages and all other compensation payable directly or indirectly because of a

condemnation, proposed condemnation or taking for public or private use which affects all or part of the Property or any interest in it; all other awards, claims and causes of action, arising out of any warranty affecting all or any part of the Property, or for damage or injury to or decrease in value of all or part of the Property or any interest in it; all proceeds of any insurance policies payable because of damage or loss sustained to all or part of the Property, whether required pursuant to the Loan Documents or otherwise maintained by Grantor; all interest which may accrue on any of the foregoing. Notwithstanding the foregoing, the amount of any such assignment shall not exceed the amount that Grantor is indebted to Beneficiary.

2. 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.

3. 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 this Deed of Trust; (3) the surplus, if any, shall be distributed to the persons entitled thereto.

4. 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 his 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 encumbrances for value.

5. 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 or pursue any other remedy available under Washington State law.

6. 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.

7. 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. All of the grants, obligations, covenants, and terms and conditions herein shall run with the land and shall apply to and bind the heirs, administrators, executors, legal representatives, successors and assigns of Grantor and the successors in trust of Trustee and inure to

the benefit of the endorsees, successors and assigns of Beneficiary. In the event Grantor is composed of more than one party, the obligations, covenants, agreements, and warranties contained herein as well as the obligations arising therefrom are and shall be joint and several as to each such party.

8. Grantor agrees to reimburse Beneficiary for all costs, expenses, and reasonable attorneys' fees that Beneficiary incurs in connection with the realization or enforcement of any obligation or remedy contained in the Note, this Deed of Trust or other related documents, with or without litigation, including without limitation any costs, expenses, and fees incurred: (a) in any foreclosure, trustee's sale or deed in lieu of foreclosure or trustee's sale; (b) on appeal; (c) in any petition for review; (d) in any arbitration or mediation; (e) in any action contesting or seeking to restrain, enjoin, stay, or postpone the exercise of any remedy in which Beneficiary prevails; (f) in any bankruptcy, probate, receivership or other proceeding involving Grantor; and (g) in connection with all negotiations, documentation, and other actions relating to any work-out, compromise, settlement or satisfaction of the debt secured hereby or settlement of any debt secured by this Deed of Trust or which is evidenced by the Note or related documents. All such costs, expenses, and fees shall be due and payable upon demand, shall bear interest from the date incurred through the date of collection at the default rate stated in the Note and shall be secured by this Deed of Trust.

9. 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. Extension of the time for payment or modification of the terms of payment of any sums secured by this Deed of Trust granted by Beneficiary to any successor in interest of Grantor shall not operate to release, in any manner, the liability of the original Grantor. No delay or omission to exercise any right, power or remedy accruing to Beneficiary on any breach or default of Grantor hereunder shall impair any such right, power, or remedy of Beneficiary, nor shall it be construed to be a waiver of any other or subsequent breach or default. Any waiver, permit, consent or approval of any kind by Beneficiary must be in writing and shall be effective only to the extent specifically set forth in that writing.

10. In the event any one or more of the provisions contained in this Deed of Trust shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Deed of Trust, but this Deed of Trust shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

11. The taking of any action by Beneficiary under the authority of this Deed of Trust, including, but not being limited to, the entering upon, taking possession of and management and operation of the Property, the collection of rents and profits thereof, or the proceeds of fire and other insurance policies or compensation or awards for any taking or damage of the Property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice. Time is of the essence hereof in connection with all obligations of Grantor herein and in the Note and any other instrument securing payment of the indebtedness secured hereby.

12. Any notice given hereunder shall be in writing and shall be delivered in person or sent by first class mail, certified or registered mail, to the party at its address set forth above, or to such other address as may hereafter be designated by notice given in accordance with the procedures in

this paragraph. Notices sent by mail shall be deemed to have been given when mailed, and the postmark affixed thereto shall be conclusive evidence of the date of mailing.

13. This Deed of Trust is made pursuant to, and shall be construed and governed by, the laws of the State of Washington.


Ted L. Anderson, Trustee of the Ted L. Anderson
Trust dated June 6, 2000

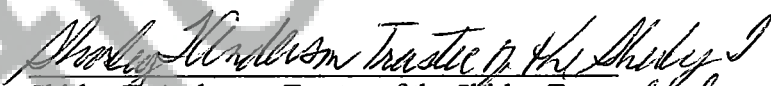

Shirley T. Anderson, Trustee of the Shirley T.
Anderson Trust dated June 6, 2000

EXHIBIT A

Lot 2 of the MAPELLI-PINNELL SHORT PLAT, recorded in Book "3" of Short Plats, page 293, Skamania County Records. Located in the West Half of the West Half of Section 11, Township 1 North, Range 5 East of the Willamette Meridian in Skamania County, Washington.

INCLUDING thereto the following:

A tract of land located in the West Half of the West Half of Section 11, Township 1 North, Range 5 East of the Willamette Meridian in Skamania County, Washington. Being more particularly described as follows:

BEGINNING at the most Southerly Southwest corner of Lot 4 of the MAPELLI-PINNELL Short Plat, recorded in Book 3 of Short Plats, page 293; thence North $41^{\circ}42'42''$ West along the Westerly line of said Lot 4, 24.51 feet to the Southerly most corner of Lot 2 of said MAPELLI-PINNELL Short Plat; thence North $35^{\circ}27'51''$ East, along the Southeasterly line of said Lot 2, 153.41 feet to a point; thence South $38^{\circ}18'01''$ East, 115.19 feet to a point on the Southerly line of said Lot 4; thence South $69^{\circ}52'00''$ West, along the Southerly line of said Lot 4, 153.43 feet to the Point of Beginning. EXCEPTING from Lot 2 thereof the following:

A tract of land located in the West Half of the West Half of Section 11, Township 1 North, Range 5 East of the Willamette Meridian in the County of Skamania, State of Washington. Being more particularly described as follows:

BEGINNING at the most Westerly Northwest corner of Lot 4 of the MAPELLI-PINNELL Short Plat, recorded in Book 3 of Short Plats, page 293; thence North $75^{\circ}29'12''$ West, along the Northeasterly boundary line of Lot 2 of said MAPELLI-PINNELL Short Plat, 60.78 feet to a point on a non-tangent curve concaved Southeasterly, having a radius of 240.00 feet; thence Southwesterly 27.61 feet along said curve through a central angle of $06^{\circ}35'25''$, a chord bearing of South $54^{\circ}55'05''$ West, a chord length of 27.59 feet to the point of tangent; thence South $51^{\circ}37'22''$ West along the Northwesterly line of said Lot 2; thence South $38^{\circ}22'38''$ East, 80.00 feet to a point on the South Right-of-Way line of Riverside Drive; thence North $51^{\circ}37'22''$ East, along the South Right-of-Way line of said Riverside Drive 66.53 feet to a tangent curve concave Southerly, having a radius of 170.00 feet; thence Northeasterly 90.77 feet along said curve through a central angle of $30^{\circ}35'34''$, a chord bearing of North $66^{\circ}55'09''$ East, a chord length of 89.70 feet to a point on the Southwesterly line of said Lot 4; thence North $60^{\circ}57'59''$ West, 58.06 feet to the Point of Beginning.

ALSO EXCEPT any human burial sites, thereof.

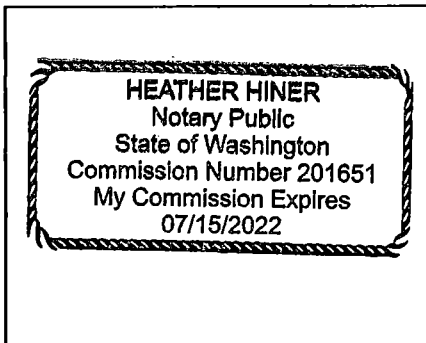
STATE OF WASHINGTON)

COUNTY OF Clark)

) ss:

I certify that I know or have satisfactory evidence that Ted L. Anderson is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Trustee of the Ted L. Anderson Trust dated June 6, 2000 to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: August 24th 2020



(Use this space for notarial stamp/seal)

Heather Hiner
Notary Public
Print Name Heather Hiner
My commission expires 07/15/2022

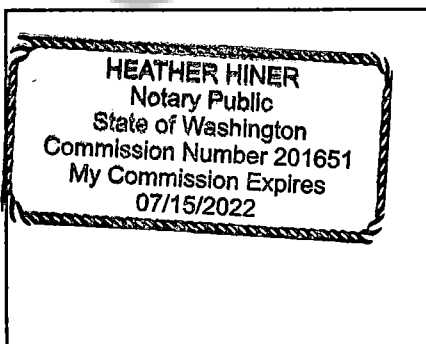
STATE OF WASHINGTON)

COUNTY OF Clark)

) ss:

I certify that I know or have satisfactory evidence that Shirley T. Anderson is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Trustee of the Shirley T. Anderson Trust dated June 6, 2000 to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: August 24th 2020



Heather Hiner
Notary Public
Print Name Heather Hiner
My commission expires 07/15/2022

REQUEST FOR FULL RECONVEYANCE

Do not record. To be used only when note has been paid.

TO: TRUSTEE,

The undersigned is the legal owner and holder of the note and all other indebtedness secured by the within Deed of Trust. Said note, together with all other indebtedness secured by said Deed of Trust, has been fully paid and satisfied, and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you thereunder.

Dated _____, _____
