

When recorded return to:

Avec GK, Inc..
1104 Main Street, Suite 660
Vancouver, Washington 98660
Attention: Randy V. Blake

Document Title:

DEED OF TRUST, SECURITY AGREEMENT AND FIXTURE FILING

Reference Numbers of Related Documents:

None

Grantor:

LEWIS AND CLARK RV AND RESORTS LLC

Trustee:

CHICAGO TITLE COMPANY OF OREGON, a Washington corporation

Beneficiary:

Avec GK, Inc., a Washington corporation

Legal Description:

Abbreviated Form: Ptn. Sec 20&Ptn. Sec 19, T2N,R7E W.M.

Additional Legal on Exhibit A to document Pg. 10

Assessor's Tax Parcel ID Number(s): 02-07-20-0-0-1000-00

Situs: 355 Evergreen Drive North Bonneville, WA.

DEED OF TRUST, SECURITY AGREEMENT AND FIXTURE FILING

THIS DEED OF TRUST, SECURITY AGREEMENT AND FIXTURE FILING ("Deed of Trust"), made this ___ day of June, 2022, by and between LEWIS AND CLARK RV AND RESORTS LLC, a limited liability company located in Washington state, as GRANTOR, whose address is 7607 NE 26th Ave, Vancouver, WA 98665; and Chicago Title Insurance Company, an Oregon corporation, as TRUSTEE, whose address is 1211 SW Fifth Avenue, Suite 2130 Portland, OR 97204; and Avec GK, Inc., a Washington corporation, as BENEFICIARY, whose address is 1104 Main Street, Suite 660, Vancouver, Washington 98660.

WITNESSETH: Grantor hereby bargain(s), sell(s), and convey(s) to Trustee in trust, with power of sale (collectively, the "Trust Property"):

The real property in Clark County, Washington described in Exhibit A hereto, 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 wise appertaining, and the rents, issues, and profits thereof, and all right, title, and interest of Grantor in and to all present and future leases and other agreements for the occupancy or use of all or any part of the property.

TOGETHER WITH all rights and interests of Grantor, now owned or hereafter acquired, in and to any and all buildings and other improvements of every nature now or hereafter located on the property and all fixtures located on the property or attached to any such buildings and other improvements, and all appurtenances and additions thereto and substitutions and replacements thereof currently existing on the property; and

TOGETHER WITH all rights, interests, and claims that Grantor now has, or may hereafter acquire, with respect to any damage to or taking of all or any part of the property or the improvements thereon, including without limitation any and all proceeds of insurance in effect with respect to the improvements, any and all awards made for taking by eminent domain or by any proceeding or purchase in lieu thereof, of the whole or any part of the property or the improvements, and any and all awards resulting from any other damage to the property or the improvements, all of which are hereby assigned to Beneficiary, and, subject to the terms of this Deed of Trust, Beneficiary is hereby authorized to collect and receive the proceeds thereof and to give proper receipts and acquittances therefore, and to apply the same to the Obligations secured hereby.

This Deed of Trust is for the purpose of securing performance of each agreement of Grantor contained in this Deed of Trust, and payment of the sum of Nine Hundred Sixty-Eight Thousand Five Hundred and No/100's Dollars (\$968,500.00) with interest, in accordance with the terms of a Secured Single Advance Note ("Note") of even date herewith, payable to Beneficiary or order, and made by Grantor, and all renewals, modifications, and extensions thereof, and also any and all such other 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 (the "Obligations").

DUE DATE: The entire balance of the Note secured by this Deed of Trust, together with any and all interest accrued thereon, shall be due and payable in full on the earlier of: (a) three hundred sixty-five (365) days from the date first set forth above; or (b) closing of the sale of the Project (as described in the Acquisition and Construction Loan Agreement between Grantor and Beneficiary of even date herewith (the "Loan Agreement")) by Grantor; provided, however, that Beneficiary may in its sole discretion extend the due date for one or more additional 90-day periods as set forth in the Note and the Loan Agreement.

Commercial Trust Deed, No Agricultural Use. Grantor represents and warrants to Beneficiary that this Deed of Trust and the Obligations are and at all times will be for business and commercial purposes and that no portion

of the Obligations will be used by Grantor for personal, family or household purposes. The Property is not used principally for agricultural purposes.

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

1. To keep the Trust 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 Trust Property.
2. **THE GRANTOR SHALL NOT FURTHER ENCUMBER THE PROPERTY DURING THE TERM OF THIS LOAN WITHOUT THE PRIOR WRITTEN APPROVAL OF THE BENEFICIARY OR ITS ASSIGNS. IF BENEFICIARY CONSENTS TO A FURTHER ENCUMBRANCE OF THE PROPERTY, SUCH CONSENT SHALL CONSTITUTE A WAIVER OF THIS PROVISION BUT ONLY AS TO THE SPECIFIC ENCUMBRANCE.**
3. To pay before delinquent all lawful taxes and assessments upon the Trust Property; to keep the Trust Property free and clear of all other charges, liens, or encumbrances impairing the security of this Deed of Trust.
4. Grantor shall keep the improvements now existing or hereafter erected on the Property both during the course of construction and thereafter insured under an original fire and extended coverage insurance policy insuring against loss, damage or destruction by fire and other casualty, including theft, vandalism and malicious mischief, flood (for the Property which is in a location designated by the Federal Emergency Management Administration as a Special Flood Hazard Area), boiler explosion (for the Property with a boiler), plate glass breakage, sprinkler damage (for the Property which has a sprinkler system), all matters covered by a "Special Form" policy, with a standard extended coverage endorsement, and such other risks as Beneficiary may reasonably require, insuring the Property for not less than 100% of their full insurable replacement cost complete with a zoning and building code endorsement.

Unless Beneficiary and Grantor otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Grantor. If the Property is abandoned by Grantor, or if Grantor fails to respond to Beneficiary within thirty (30) days from the date notice is mailed by Beneficiary to Grantor that the insurance carrier offers to settle a claim for insurance benefits, Beneficiary is authorized to collect and apply the insurance proceeds at Beneficiary's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Beneficiary and Grantor otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of any installments referred to in the Note or change the amount of in and to any insurance policies.

In addition to the hazard insurance above provided for, Grantor agrees to obtain and maintain throughout the entire term of this loan, and any renewal or extension thereof, liability insurance naming both the Grantor and Beneficiary as additional insured in an amount of not less than Two Million and No/100's Dollars (\$500,000.00).

All insurance policies and renewals thereof shall be in form reasonably acceptable to Beneficiary and shall include a standard mortgage clause in favor of and in form acceptable to Beneficiary. Beneficiary

shall have the right to hold a copy of the policies and renewals thereof, and Grantor shall promptly furnish to Beneficiary copies of all renewal notices and all receipts of paid premiums. In the event of loss, Grantor shall give prompt notice to the insurance carrier and Beneficiary. Beneficiary may make proof of loss if not made promptly by Grantor. Copies of certificates evidencing all such insurance and bearing endorsements requiring thirty (30) days' written notice to the beneficiary prior to any change or cancellation shall be furnished to the Beneficiary by the Grantor.

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.
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 Trust 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.
8. DUE ON SALE: The Trust 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 Note and Deed of Trust immediately due and payable, unless prohibited by applicable law.

Grantor initials

Beneficiary initials

9. SECURITY AGREEMENT AND FIXTURE FILING: To secure the Obligations, Grantor hereby grants to Beneficiary a security interest in the following: (i) the Trust Property to the extent the same is not encumbered by this Deed of Trust as a first priority real estate lien; (ii) all personal property owned by Grantor that is so affixed or integral to the Trust Property that it becomes a part thereof; (iii) all Trust Property defined in the Uniform Commercial Code as fixtures that are owned by Grantor; (iv) all present and future attachments, accessions, amendments, replacements, and additions of the foregoing; and (v) all present and future rents, revenues, issues, profits, and income of the property, and all right, title, and interest of Grantor in and to all present and future leases and other agreements for the occupancy or use of all or any part of the property. This Deed of Trust shall constitute a security agreement and "fixture filing" under the Uniform Commercial Code. The mailing address of Grantor and the address of Beneficiary from which information may be obtained are set forth in the introductory paragraph of this Deed of Trust.
10. Grantor agrees to complete any building, structure, or improvement being built or about to be built thereon; to restore promptly in a good and workmanlike manner any building, structure or improvement thereon or portion thereof that may be damaged or destroyed to the equivalent of its original condition, reasonable wear and tear excepted, or such other condition as Beneficiary may approve in writing, in the event of any damage, injury or loss thereto, whether or not insurance proceeds are available to cover in whole or in part the costs of such restoration or repair; to perform all repairs and maintenance of the Property which has heretofore been deferred or neglected; to keep the Property, including, without limitation, improvements, fixtures, goods, equipment, machinery, goods and appliances thereon in good repair and shall replace fixtures, equipment, machinery, and appliances on the Property when necessary to keep such items in good repair; and to comply with all laws, ordinances, regulations, covenants,

conditions, restrictions and requirements of any governmental body, federal, state and/or local, applicable to the use or occupancy of the Property, including compliance with all environmental, safety and health laws, regulations and ordinances, and will hold Beneficiary harmless against any violations thereof; to not commit, suffer or permit any act upon said Property in violation of law, including the introduction, generation, manufacture, refinement, transportation, treatment, storage, handling or the disposal of hazardous materials (as defined in the Loan Agreement) into, onto, or under the Property; to cultivate, irrigate, fertilize, prune and do all other acts which from the character or use of the Property may be reasonably necessary, the specific enumeration herein not excluding the general; to generally operate and maintain the Property in a manner to ensure maximum rentals (if applicable); and to give notice in writing to Beneficiary of and, unless otherwise directed in writing to Beneficiary, appear in and defend any action or proceedings purporting to affect the Property, the security of this instrument, or the rights or powers of Beneficiary.

11. Neither Grantor nor any tenant or other person shall remove, demolish or alter any improvement now existing or hereafter erected on the Property or any fixture, equipment, machinery, or appliance in or on the Property except when incident to the replacement of fixtures, equipment, machinery, and appliances with items of like kind. "Improvements" shall include all existing and future buildings, structures, parking facilities and other improvements.

IT IS MUTUALLY AGREED THAT:

1. In the event any portion of the Trust 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 by this Deed of Trust shall be paid to Beneficiary to be applied to said obligation.
2. By accepting payment of any sum secured by this Deed of Trust 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 Trust 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 by this Deed of Trust or in the performance of any agreement contained in this Deed of Trust, the Loan Agreement or any other document evidencing or securing the indebtedness, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary subject to any cure period provided in the Note secured by this Deed of Trust. 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; and (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 all right, title and interest in the real and personal property which Grantor had or had the power to convey at the time of the execution of this Deed of Trust, and such as Grantor 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 purchasers 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 absence, death, incapacity, disability, or resignation of Trustee, or at the discretion of the Beneficiary, 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 an action or proceeding in which Grantor, Trustee, or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.
8. Upon default by Grantor in the payment of any indebtedness secured by this Deed of Trust or in the performance of any agreement contained in this Deed of Trust, Beneficiary may bring a court action for appointment of a receiver. If Beneficiary applies to a court for appointment of a receiver, Beneficiary's right to appointment will be without regard to the adequacy of Beneficiary's security or Grantor's solvency. Any receiver will have the right and power to take any or all actions necessary or desirable to manage, maintain and operate the Property. If Beneficiary elects to seek the appointment of a receiver for the Property, Grantor, by its execution of this Deed of Trust, expressly consents to the appointment of such receiver, including the appointment of a receiver ex parte if permitted by applicable law. The receiver shall be entitled to receive a reasonable fee for managing the Property. Immediately upon appointment of a receiver, Grantor shall surrender possession of the Property to the receiver and shall deliver to the receiver all documents, records (including records on electronic or magnetic media), accounts, surveys, plans, and specifications relating to the Property and all security deposits and prepaid Rents. Grantor will be responsible for all costs and expenses related to the receiver.
9. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on his/her/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.
10. In the event any suit, action, or arbitration proceeding is instituted to interpret or enforce any provision of this Deed of Trust or with respect to any dispute relating to this Deed of Trust, the prevailing party shall be entitled to recover from the losing party, its attorney's fees and expenses, and all fees, costs and expenses reasonably and necessarily incurred in connection therewith and on any appeal or review, as limited by applicable statute or law.

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER THE WASHINGTON LAW. RCW 19.36.140.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS DEED OF TRUST SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS NOTE MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS DEED OF TRUST ONLY BY ANOTHER WRITTEN INSTRUMENT.

GRANTOR:

LEWIS AND CLARK RV AND RESORTS LLC

Denise Werner

Denise Werner, Managing Member

STATE OF *Washington*
COUNTY OF *Clark*

ss.

I certify that I know or have satisfactory evidence that Denise Werner is the person who appeared before me, and said person acknowledged that he/she is the managing member and has the authority to sign on behalf of Lewis and Clark RV and Resorts LLC and acknowledged it to be his or her free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: *7-8-22*

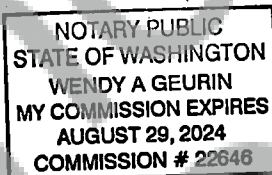
Wendy A Geurin

Notary name printed or typed: *Wendy A Geurin*

Notary Public in and for the State of *Washington*

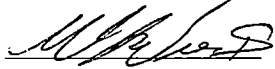
Residing at *Vancouver*

My appointment expires: *8-29-24*



GRANTOR:

LEWIS AND CLARK RV AND RESORTS LLC



Michael J. Werner II, Managing Member

STATE OF Washington

ss.

COUNTY OF Clallam

I certify that I know or have satisfactory evidence that Michael J. Werner II is the person who appeared before me, and said person acknowledged that he/she is the managing member and has the authority to sign on behalf of Lewis and Clark RV and Resorts LLC and acknowledged it to be his or her free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 7-8-22

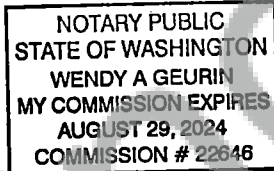


Notary name printed or typed: Wendy A Geurin

Notary Public in and for the State of Washington

Residing at Vanouver

My appointment expires: 8-29-24



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: _____

EXHIBIT A

LEGAL DESCRIPTION

Real property in the County of Skamania, State of Washington, described as follows:

PARCEL I:

A tract of land in the Hamilton D.L.C. and in Section 20, Township 2 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Beginning at a point on the center line of primary State Highway No. 8 marked by the center of the Westerly pier of the Hamilton Creek bridge as constructed and existing in December 1965; thence following the center line of said highway South $88^{\circ} 45'$ West 158.05 feet to the initial point of the tract hereby described; thence following the center line of said highway South $88^{\circ} 45'$ West 81.09 feet; thence following the center line of said highway North $84^{\circ} 17'$ West 669.6 feet to intersection with the West line of the said Section 20, said point being North $01^{\circ} 04'$ East 1,740 feet, more or less, from the corner common to Section 19, 20, 29 and 30, Township 2 North Range 7 East of the Willamette Meridian; thence North $01^{\circ} 04'$ East 952.1 feet along the West line of the said Section 20; thence South 61° East 468.35 feet; thence South $22^{\circ} 04'$ East 852.23 feet to the initial point.

EXCEPT Right of Way for Primary State Highway No. 8.

PARCEL II:

A tract of land located in the East One-Half, Section 19, Township 2 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Beginning at the Southeast corner of Lot 4 of the Longview Fibre Company Short Plat as recorded in Book 3 of Short Plats, at Page 48;

Thence North $00^{\circ} 55' 15''$ East, along the East line of said Section 19, to the Southerly right-of-way line of the Northwest Pipeline Corporation pipeline easement;

Thence Southwesterly, along said Southerly right-of-way line, to the most northerly corner of Lot 4 of said Longview Fibre Company Short Plat, said point being the intersection of said southerly right-of-way line and the Westerly edge of Hamilton Creek;

Thence South $30^{\circ} 29' 09''$ East, along the Easterly line of said Lot 4, a distance of 41.35 feet;

Thence South $35^{\circ} 12' 33''$ East, along the Easterly line of said Lot 4, a distance of 57.89 feet;

Thence South $42^{\circ} 03' 35''$ East, along the Easterly line of said Lot 4, to a point which is 100.00 feet West, as measured at a right angle to the East line of said Section 19;

Thence South $00^{\circ} 55' 15''$ West, parallel to and 100.00 feet distant from the East line of said Section 19, to the South line of said Lot 4;

Thence South $81^{\circ} 11' 45''$ East, along the South line of said Lot 4, to the point of beginning.

Property Tax ID: 02-07-20-0-0-1000-00