202003270061 03/27/2020 11:18 AM Pages: 1 of 6 Fees: \$109.50

After recording return to: Coleman Oil Company, LLC Kathie Otte 529 E Kennewick Ave Lewiston, ID 83501

Deed of Trust Cover Page

Document Title: Deed of Trust

Grantor: Supermart, LLC

Beneficiary: Coleman Oil Company, LLC

Trustee: Guardian Northwest Title & Escrow Company

Abbreviated Legal Description: Portion of Tract 50, "Plat of the Burlington Acreage Property" as per

plat recorded in volume I of Plates, page 49, records of Skagit County, Washington.

Assessor Property Tax Parcel/Account Number: P62649 (3867-000-050-0609)

EXHIBIT F

When recorded return to: Coleman Oil Company, LLC Kathie Otte 529 E Kennewick Ave Kennewick, WA 99336

DEED OF TRUST

THIS DEED OF TRUST, effective March 10, 2020 between

Grantor: Supermart, LLC, a Washington limited liability company, with an address of 575 S Burlington Blvd., Burlington, WA 98233

Trustee: Guardian Northwest Title & Escrow Company, 1301B Riverside Drive, PO Box 1667, Mount Vernon, WA 98273

Beneficiary: Coleman Oil Company, LLC, an Idaho limited liability company, whose address is 335 Mill Rd or PO Box 1308, Lewiston, ID 83501

WITNESSETH: Grantor(s) hereby bargain(s), sell(s), and convey(s) to Trustee in trust, with power of sale, the following described real property:

Retail Facility Development, Fuel Supply and Incentive Agreement Page 33 of 45 The Land referred to herein below is situated in the County of Skaqit, State of Washington, and is described as follows:

THAT PORTION OF TRACT 50, "PLAT OF THE BURLINGTON ACREAGE PROPERTY." AS PER PLAT RECORDED IN VOLUME I OF PLATS, PAGE 49, RECORDS OF SKAGIT COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SAID TRACT 50 WHICH IS 165 FEET NORTHERLY FROM THE SOUTHEAST COMER THEREOF (AS MEASURED ALONG SAID EAST LINE); THENCE NORTH 87°59'04" WEST PARALLEL WITH THE SOUTH LINE OF SAID TRACT A DISTANCE OF 120.00 FEET;

THENCE SOUTH 2°15'33" WEST PARALLEL WITH THE EAST LINE OF SAID TRACT A DISTANCE OF 25.00 FEET; THENCE NORTH 87°59'04" WEST 40.00 FEET;

THENCE SOUTH 2°15'33" WEST 140.00 FEET TO THE SOUTH LINE OF SAID TRACT; THENCE SOUTH 87°59'04" EAST ALONG SAID SOUTH LINE A DISTANCE OF 137.74 FEET TO A POINT 30 FEET NORTHERLY FROM (WHEN MEASURED AT RIGHT ANGLES TO) HIGHWAY ENGINEER'S STATION SR20 65+69, AS SHOWN ON THAT MAP OF DEFINITE LOCATION RECORDED IN VOLUME A OF HIGHWAY PLATS, PAGE 181, RECORDS OF SAID COUNTY; THENCE NORTH 54°44'05" EAST A DISTANCE OF 28.06 FEET TO A POINT ON THE EAST LINE OF SAID TRACT 50 WHICH IS 47 FEET NORTHERLY FROM ENGINEER'S STATION SR20 65+91.13;

THENCE NORTH 2°15'33" EAST ALONG SAID EAST LINE OF TRACT 50 A DISTANCE OF 148.00 FEET TO THE POINT OF BEGINNING.

EXCEPT THAT PORTION THEREOF, IF ANY, CONVEYED TO THE CITY OF BURLINGTON BY DEED RECORDED AUGUST 25, 1986 AS SKAGIT COUNTY AUDITOR'S FILE NO. 8608250013.

Skagit County Tax Parcel No. P62649 (3867-000-050-0609)

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.

This deed is for the purpose of securing performance of each agreement of Grantor(s) herein contained, and other agreements by and between Grantor and Burlington Supermart Inc. and the Beneficiary including but not limited to the Retail Facility Development, Fuel Supply and Grant Agreement, and all other agreements or contracts, "Contracts" together with payment of any sums due in accordance with the terms and conditions of any or all such agreement(s), payable to Beneficiary or order, and made by Grantor(s), and all renewals, modifications, and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantor(s), or any of his/her/their successors or assigns, together with interest thereon at such rate as shall be agreed upon. Borrower/Grantor Agrees that the Contract(s) secured by this Deed of Trust and this Deed of Trust, include the following limitations and requirements relative to the use of the borrowed funds: The Contract shall include only funds lent by Beneficiary to Grantor and used for the sole purpose of paying for improvements to the real property (and improvements existing thereon) and for no other purpose whatsoever, in compliance with the Small Business Administration (SBA) requirements for companies included in the Franchisee Directory.

To protect the security of this Deed of Trust, Grantor(s) covenant(s) and agree(s):

- 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.

Retail Facility Development, Fuel Supply and Incentive Agreement Page 34 of 45

- 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(s). 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(s) 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(s) 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.

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.
- 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(s) 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(s) 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; and (3) the surplus, if any, shall be distributed to the persons entitled thereto.

Retail Facility Development, Fuel Supply and Incentive Agreement Page 35 of 45

- 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(s) had or had the power to convey at the time of his/her/their execution of this Deed of Trust, and such as he/she/they 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 an action or proceeding in which Grantor(s), 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 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.

Grantor Signature:

Supermart LLC

By Karamieet Kaur

Title: Problems

Limited Liability Company Acknowledgement
State of WUShington : ss. County of Whatcom :
County of White Ss.
On this day of,
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.
Beneficiary Signature Date

Retail Facility Development, Fuel Supply and Incentive Agreement Page 37 of 45