

When recorded return to:

*J&J Dakota, LLC
%James W Ries
3703 91st PL SE
Everett, WA 98208*

DEED OF TRUST

(For use in the State of Washington only)

CHICAGO TITLE

Snohomish, County

620043209

THIS DEED OF TRUST, made this 6th day of July, 2020, between Grandview North, LLC, a Washington Limited Liability Company, as GRANTOR(S), whose address is 129 North Olympic Ave, Arlington, WA. 98223 and Chicago Title Insurance Company as TRUSTEE, whose address is 425 Commercial St, Mount Vernon, WA 98273 and J&J Dakota, LLC, a Nevada Limited Liability Company as BENEFICIARY, whose address is 3703 91st PL SE, Everett, Washington 98208.

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

SUBJECT TO THE ATTACHED LEGAL DESCRIPTION EXHIBIT "A" MADE A PART THEREOF:

For APN/Parcel ID(s) P62568 / 3867-000-043 and P62569 / 3867-000-043-1904

Abbreviated Legal Description: ptn Lt. 43, Plat of Burlington Acreage Property

SITE ADDRESS: 200 Lodean Drive Southwest, Burlington, WA. 98233

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 Payment of the sum of Three Million Three Hundred Thousand dollars and no/100 cents. (\$3,300,000.00) with interest, in accordance with the terms of a promissory note of even date herewith, 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.

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.
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.
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.

April 6, 2020

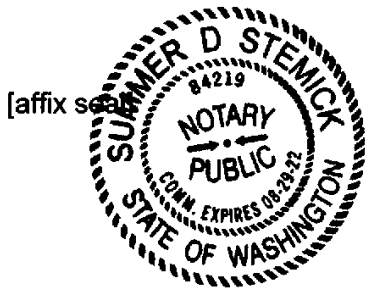
Grandview North, LLC



Scott Wammack, Managing Member
of Grandview North, LLC

COUNTY OF Snohomish) ss.
)

I, the undersigned, a notary public in and for the State of Washington, hereby certify that on this 4th day of July 2020, personally appeared before me **Scott Wammack** to me known or having presented satisfactory evidence to be, and on oath stated that he/she is Managing Member **Grandview North, LLC** that executed the foregoing instrument, and he acknowledged the said instrument to be the free and voluntary act and deed of said Company, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument on behalf of the limited liability company and on behalf of the members in the limited liability company.



Summer D Stemick
NOTARY PUBLIC, in and for the
State of Washington
My appointment/commission expires
8/29/22
Residing at Arlington

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): P62568 / 3867-000-043-1805 and P62569 / 3867-000-043-1904

PARCEL A:

THE WEST HALF OF THE NORTH HALF OF THE SOUTH HALF OF THE EAST HALF OF LOT 43, PLAT OF THE BURLINGTON ACREAGE PROPERTY, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 49, RECORDS OF SKAGIT COUNTY, WASHINGTON.

EXCEPT THAT PORTION CONVEYED TO THE CITY OF BURLINGTON BY DEED DATED JANUARY 20, 1958, AND RECORDED SEPTEMBER 24, 1958, UNDER AUDITOR'S FILE NO. 585859, RECORDS OF SKAGIT COUNTY, WASHINGTON;

AND EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SUBDIVISION;
THENCE SOUTH 02°14'09" WEST A DISTANCE OF 67.30 FEET;
THENCE NORTH 88°21'40" WEST A DISTANCE OF 311.62 FEET, MORE OR LESS, TO THE WEST LINE OF SAID SUBDIVISION;
THENCE NORTH 02°12'45" EAST A DISTANCE OF 68.32 FEET;
THENCE EAST ALONG THE NORTH LINE OF SAID SUBDIVISION TO THE POINT OF BEGINNING.

PARCEL B:

THAT PORTION OF THE WEST HALF OF THE NORTH HALF OF THE SOUTH HALF OF THE EAST HALF OF SAID LOT 43, PLAT OF THE BURLINGTON ACREAGE PROPERTY, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 49, RECORDS OF SKAGIT COUNTY, WASHINGTON;

BEGINNING AT THE NORTHEAST CORNER OF SAID SUBDIVISION;
THENCE SOUTH 02°14'09" WEST A DISTANCE OF 67.30 FEET;
THENCE NORTH 88°21'40" WEST A DISTANCE OF 311.62 FEET, MORE OR LESS, TO THE WEST LINE OF SAID SUBDIVISION;
THENCE NORTH 02°12'45" EAST A DISTANCE OF 68.32;
THENCE EAST ALONG THE NORTH LINE OF SAID SUBDIVISION TO THE POINT OF BEGINNING;

AND THE WEST HALF OF THAT PORTION OF THE NORTH HALF OF THE EAST HALF OF LOT 43, PLAT OF THE BURLINGTON ACREAGE PROPERTY, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 49, RECORDS OF SKAGIT COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SUBDIVISION;
THENCE WEST ALONG THE SOUTH LINE OF SAID SUBDIVISION TO THE SOUTHWEST CORNER THEREOF;

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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EXHIBIT "A"
Legal Description

THENCE NORTH 18.4 FEET;
THENCE EAST TO A POINT 20.2 FEET NORTH OF THE POINT OF BEGINNING;
THENCE SOUTH 20.2 FEET TO THE TRUE POINT OF BEGINNING;

EXCEPT THAT PORTION CONVEYED TO THE CITY OF BURLINGTON BY DEED DATED JANUARY 20, 1958, AND RECORDED SEPTEMBER 24, 1959, UNDER AUDITOR'S FILE NO. 585859, RECORDS OF SKAGIT COUNTY, WAHSINGTON

ALL SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

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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: _____

