

When recorded return to:

Holland & Knight LLP
c/o Joshua E. Husbands
601 SW 2nd Avenue
Suite 1800
Portland, OR 97204

Tax Account No.: P77322 / 4175-000-002-0207, P125989 / 4175-000-003-0400, P125988 /
4175-000-003-0300 and P77325 / 4175-000-003-0008

Abbreviated Legal Description: Lot(s): 1, 2, 3 and 4, Short Plat No. SW 2532-03 in SW 24-35-4E, W.M.

Full Legal Description is on Exhibit A.

CHICAGO TITLE
620048975

DEED OF TRUST
(For use in the State of Washington only)

THIS DEED OF TRUST, made this 24th day of August, 2021 among:

Grantor Name: **205 211 Thompson LLC**, a Washington limited liability company

Address: 1500 E. College Way, Suite 562
Mt. Vernon, WA 98773
Attention: Steven Shulman

Trustee Name: **Chicago Title Company**
Address: 3002 Colby Avenue #200
Everett, WA 98201
Attention: Kristy Jeglum

Beneficiary Name: **The Northern Trust Company**
Address: 50 South LaSalle
Chicago, IL 60603
Attention: Megan Coad

Further, the Debtor referred to under this Deed of Trust is:

Debtor Name: **Steven Shulman**, a resident of the State of Washington in his individual capacity ("S. Shulman"), **Roslyn Shulman**, a resident of the State of Washington in her individual capacity ("R. Shulman"), and Steven Shulman and Roslyn Shulman, acting as co-trustees under **The Amended and Restated Steven and Roslyn Shulman Family Trust** u/a dated August

Address: 1, 1991, as amended and restated on November 6, 2020, a trust
created under the laws of the State of Washington
1500 E. College Way, Suite 562
Mt. Vernon, WA 98773

This deed is for the purpose of securing repayment of the sum of Three Million Five Hundred Thousand Dollars (\$3,500,000.00) with interest, in accordance with the terms of a Master Note of even date herewith, payable to Beneficiary or order, and made by Debtor, and all renewals, modifications, and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Debtor, or any of their successors or assigns, together with interest thereon at such rate as shall be agreed upon (the "Debt").

To secure payment of principal, lawful interest and all other elements of the Debt, in consideration of the uses and trusts (the "Trust") established and continued by this Deed of Trust and for other good and valuable consideration received by Grantor, who hereby acknowledges its receipt and that it is reasonably equivalent value for this Deed of Trust and all other security and rights given by Grantor, Grantor hereby GRANTS, SELLS, CONVEYS, TRANSFERS, ASSIGNS, SETS OVER, CONFIRMS AND DELIVERS unto the Trustee and to its successors or substitutes in the Trust, the following property (collectively, the "Mortgaged Property"):

(a) Real Property. All of the real estate and premises described or referred to on Exhibit A, together with (i) all of Grantor's estate, right, title and interest in and to all easements and rights-of-way for utilities, ingress or egress to or from said property and (ii) all interests of Grantor in and to all streets, rights-of-way, alleys or strips of land adjoining said property (collectively, the "Real Property").

(b) Buildings and Improvements. All existing and all future buildings on the Real Property and other improvements to it, all of which Grantor and Beneficiary hereby irrevocably declare to be real estate and part of the Real Property, including all water, sewage and drainage facilities, wells, treatment plants, supply, collection and distribution systems, paving, landscaping and other improvements (collectively, the "Improvements").

(c) Fixtures, Equipment and Supplies. All fixtures, equipment and supplies (the "Fixtures and Equipment") now or hereafter attached to, used, intended or acquired for use for, or in connection with, the construction, maintenance, operation or repair of the Real Property or Improvements, or for the present or future replacement or replenishment of used portions of it, and all related parts, filters and supplies, including, but not limited to, all heating, lighting, cooling, ventilating, air conditioning, environment control, refrigeration, plumbing, incinerating, water-heating, cooking, pollution control, gas, electric, solar, nuclear, computing, monitoring, measuring, controlling, distributing and other equipment and fixtures, and all renewals and replacements of them, all substitutions for them and all additions and accessions to them, all of which Grantor and Beneficiary hereby also irrevocably declare to be real estate and part of the Real Property.

(d) Leases. All Leases related to the Real Property.

(e) Contracts. All contracts, all franchises, licenses and permits whether executed, granted or issued by a private person or entity or a governmental or quasi-governmental agency, which are directly or indirectly related to or connected with the use, construction, operation, development or sale of the Real Property or any improvements thereon, whether now or at any time hereafter existing, and all amendments and supplements thereto and renewals and extensions thereof at any time made, and all rebates, refunds, escrow accounts and funds, or deposits and all other sums due or to become due under and pursuant thereto and all powers, privileges, options and Grantor's other benefits thereunder.

(f) After-Acquired Property. All estate, right, title and interest acquired by Grantor in or to the Real Property, Improvements, Fixtures and Equipment and Leases after execution of this Deed of Trust.

(g) Appurtenances. Any and all rights and appurtenances (the "Appurtenances") belonging, incident or appertaining to the Real Property, Improvements, Fixtures and Equipment or Leases, or any part of them.

(h) Reversions and Remainders. Any and all rights and estates in reversion or remainder to the Real Property, Improvements, Fixtures and Equipment, Leases, or Appurtenances or any part of them.

(i) Other Estates and Interests. All other estates, easements, interests, licenses, rights, titles, powers or privileges of every kind and character which Grantor now has, or at any time hereafter acquires, in and to any of the foregoing, including, without limitation, all development rights, all purchase options, all waivers or other rights regarding planning or zoning, all rights to receive compensation for any takings of property by governmental authorities, the proceeds from condemnation, or threatened condemnation, and the proceeds of any and all insurance covering any part of the foregoing, including, without limitation, all development rights, all purchase options, all waivers or other rights regarding planning or zoning, all rights to receive compensation for any takings of property by governmental authorities; and all related parts, accessions and accessories to any of the foregoing and all replacements or substitutions therefor, as well as all other Improvements, Fixtures and Equipment, Leases, and Appurtenances now or hereafter placed thereon or accruing thereto.

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(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 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 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 Debtor 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 had or had the power to convey at the time of its execution of this Deed of Trust, and such as it 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, 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.

[Signatures on Following Page]

GRANTOR:
205 211 THOMPSON LLC

By: Steven J. Shulman
Its: Manager

By: Mason Howard
Its: Manager

~~TRUSTEE:
THE NORTHERN TRUST COMPANY~~

~~_____
By: *[Signature]*
Its: *Sonnet Vice President*~~ MD

BENEFICIARY:
THE NORTHERN TRUST COMPANY

~~_____
By: *[Signature]*
Its: *Sonnet Vice President*~~

DEBTOR:


Steven Shulman, individually and as Trustee of The Amended and Restated Steven and Roslyn Shulman Family Trust

Roslyn Shulman, individually and as Trustee of The Amended and Restated Steven and Roslyn Shulman Family Trust

GRANTOR:
205 211 THOMPSON LLC



By: Steven J. Shulman
Its: Manager



By: Mason Howard
Its: Manager

~~TRUSTEE:~~
~~THE NORTHERN TRUST COMPANY~~

~~By: _____~~
~~Its: _____~~


~~BENEFICIARY:~~
~~THE NORTHERN TRUST COMPANY~~

~~By: _____~~
~~Its: _____~~

DEBTOR:



Steven Shulman, individually and as Trustee of The Amended and Restated Steven and Roslyn Shulman Family Trust



Roslyn Shulman, individually and as Trustee of The Amended and Restated Steven and Roslyn Shulman Family Trust

GRANTOR:
205 211 THOMPSON LLC

By: Steven J. Shulman
Its: Manager

By: Mason Howard
Its: Manager

TRUSTEE:
CHICAGO TITLE COMPANY

By: _____
Its: _____

BENEFICIARY:
THE NORTHERN TRUST COMPANY

By: _____
Its: _____

DEBTOR:

Steven Shulman, individually and as Trustee of The Amended and Restated Steven and Roslyn Shulman Family Trust

Roslyn Shulman, individually and as Trustee of The Amended and Restated Steven and Roslyn Shulman Family Trust

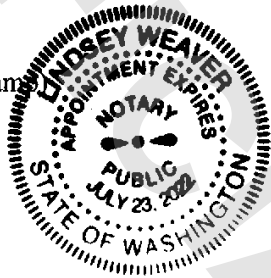
State of Washington

County of Skagit

I certify that I know or have satisfactory evidence that Steven J. Shulman is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Manager of 205 211 Thompson LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 8-24-2021

(Seal or stamp)



Lindsey Weaver
Signature

Notary
Title

My appointment expires: 07-23-2022

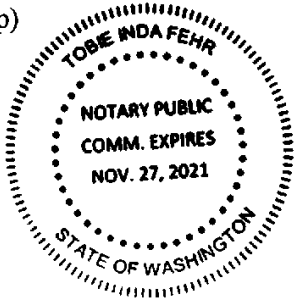
State of Washington

County of Skagit

I certify that I know or have satisfactory evidence that Mason Howard is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Manager of 205 211 Thompson LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: Aug 24, 2021

(Seal or stamp)



Tobie WDA Fehr
Signature

Notary
Title

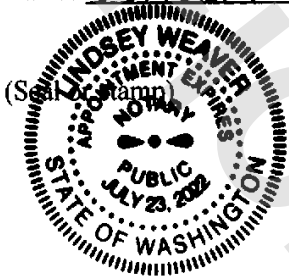
My appointment expires: Nov 27 2021

State of Washington

County of Skagit

I certify that I know or have satisfactory evidence that ~~Steven J. Shulman~~ ROSLIN K SHULMAN is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Manager of 205 211 Thompson LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 8-24-2021



Lindsey Weaver
Signature

Notary
Title

My appointment expires: 07-23-2022

State of Washington

County of _____

I certify that I know or have satisfactory evidence that Mason Howard is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Manager of 205 211 Thompson LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

(Seal or stamp)

Signature

Title

My appointment expires: _____

EXHIBIT A

[Legal Description]

For APN/Parcel ID(s): P77322 / 4175-000-002-0207, P125989 / 4175-000-003-0400,
P125988 / 4175-000-003-0300 and P77325 / 4175-000-003-0008

Lots 1, 2, 3 and 4 of CITY OF SEDRO WOOLLEY SHORT PLAT NO. SW 2532-03 as approved April 9, 2007 and recorded April 13, 2007, under Auditor's File No. 200704130151, records of Skagit County, Washington; being a portion of Tracts 2 and 3, TROWBRIDGE ADDITION TO THE TOWN OF SEDRO WOOLLEY, according to the plat thereof recorded in Volume 3 of Plats, page 33, records of Skagit County, Washington.

Situated in Skagit County, Washington.