RECORDED AT THE REQUEST OF
AND AFTER RECORDING RETURN TO:

Symetra Life Insurance Company
Mortgage Loan Department
PO Box 84066
Seattle, WA 98124-8466

Loan No. 6092

FirstAM
NCS-844967-A

LOAN ASSUMPTION AGREEMENT

GRANTOR (TRANSFEREE): KONSTANTINOS E. TSIMOURIS

GRANTEE (LENDER): SYMETRA LIFE INSURANCE COMPANY, an Iowa corporation

LEGAL DESCRIPTION (ABBREVIATED): LOT 2, COPELAND BINDING STE PLAN RECORDED AS AUDITOR"S FILE NO. 2012208290056,

ADDITIONAL LEGAL(S) ON EXHIBIT "A".

TAX PARCEL NO. 8088-000-000-0002 (P131266)

RECORDING NOS. OF DOCUMENTS REFERENCED HEREIN: 201706090124

THIS LOAN ASSUMPTION AGREEMENT ("**Agreement**"), made and entered into this 31 day of August , 2021, by and among KONSTANTINOS E. TSIMOURIS, an individual, whose address for notices is 318 Highland Drive, Bellingham, WA 98225 ("**Seller**"), and TSIMOURIS HOLDINGS BURLINGTON 1 LLC, a Washington limited liability company whose address for notices is 318 Highland Drive, Bellingham, Washington 98225 ("**Transferee**"), KONSTANTINOS E. TSIMOURIS, whose address for notices is 318 Highland Drive, Bellingham, Washington 98225 ("**New Guarantor**", and SYMETRA LIFE INSURANCE COMPANY, an Iowa corporation, whose address for notices is Mortgage Loans, PO Box 84066, Seattle, WA 98124-8466 ("**Lender**").

RECITALS:

A. Lender made a loan to Seller (the "**Loan**") in the original principal amount of ONE MILLION EIGHT HUNDRED FIFTY THOUSAND AND NO/100 U.S. Dollars ($1,850,000.00) evidenced by a Real Estate Note dated June 2, 2017 (the "**Note**"), which Note is secured by a Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing of even date therewith (the "**Security Instrument**") encumbering the real property in Skagit County, Washington, legally described on **Exhibit A** hereto (the "**Property**"), and recorded in the real property records of said County under Document No. 201706090124.

B. Seller executed and delivered to Lender an Environmental Agreement and Indemnity of even date with the Note (the "**Environmental Agreement**")

C. Seller desires to convey the Property to Transferee, Transferee desires to assume the Loan, and Seller and Transferee have requested Lender's consent to the conveyance and assumption; Lender is willing to grant such consent, on the terms and conditions set forth herein;

D. New Guarantor has agreed to guaranty certain obligations of the Loan as set forth in a new Guaranty executed by Guarantor on the date set forth above ("**Guaranty**").

E. The Note, Security Instrument, Environmental Agreement, and Guaranty are hereinafter collectively referred to as the "**Loan Documents**" for purposes of this Agreement. From and after the date of this Agreement, all references herein and/or in any other Loan Documents to any of the Loan Documents shall mean the Loan Documents as amended hereby.

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

1. **Approval of Loan Documents.** Transferee and New Guarantor have received copies of, and have had an adequate opportunity to review, the Loan Documents, and understand the obligations they are undertaking pursuant to this Agreement.

2. **Assumption of Loan.** Transferee assumes and agrees to pay, strictly perform and observe at the times and in the manner specified therein all of the terms, covenants and conditions in the Loan Documents, including, without limitation, the obligation to pay the Note. Transferee agrees that this assumption is absolute and unconditional, is not subject to any existing defenses, claims or offsets of Seller, and the obligations of Transferee hereunder shall not be impaired by any agreement, statement or representation of Seller. Transferee and New Guarantor will execute upon the closing of the loan assumption Lender's standard Environmental Agreement and Indemnity.

3. **Acknowledgment of Loan Balance and Payment Terms.** The parties hereto confirm and agree that the unpaid principal balance of the Note is $1,665,934.97 as of *August 26.2021* and interest is paid through August 15,2021. Principal and interest shall be paid in monthly payments in the amounts and at the times specified in the Note. Payments shall be first credited to interest then to reduction of principal. All payments made on the Note shall be paid by Transferee to Lender by a pre-authorized debit from Transferee's bank account using electronic funds transfer initiated by Lender through the automated clearing house network ("**ACH**") for settlement on the due date. No prepayment of the Loan is permitted except as specified in the Note.

4. **New Guaranty.** New Guarantor shall execute a Guaranty of the obligations of Transferee under the Loan in a form satisfactory to Lender under which New Guarantor shall guaranty all obligations under the Loan.

5. **Continuing Liability of Seller and Existing Guarantors.** Seller and Existing Guarantors shall remain fully bound by all their obligations to Lender under the Loan Documents and under the Environmental Agreement, and hereby ratify and confirm all such obligations, as they may be modified pursuant to the terms of this Agreement. Seller and Existing Guarantors confirm that the Loan Documents and Environmental Agreement are in full force and effect and not subject to any defenses, claims or rights of offset of any kind whatsoever.

6. **Processing Fee; Other Fees and Costs.** Transferee has paid to Lender a non-refundable processing fee of $500.00 as consideration for Lender's review of Transferee's request for consent to the transaction described herein and the documentation of the transaction described herein. Transferee agrees to pay all of the costs, fees and expenses of Lender incurred in connection herewith, including but not limited to those of its attorneys (if required) and the title and recording charges.

7. **Title Endorsement.** As a condition of Lender's consent to the conveyance of the Property by Seller to Transferee, Seller or Transferee shall provide Lender, at their sole cost and expense, with endorsements to the lender's policy of title insurance in favor of Lender insuring the lien of the Security Instrument (the "**Title Policy**"), insuring that the conveyance of the Property does not affect the priority or validity of the lien of the Security Instrument, insuring that Transferee is vested with fee title to the Property, and, either updating the policy date with no exception for intervening matters or, if any modifications to the terms of the Loan and the Loan Documents are made pursuant to this Agreement, insuring that the validity and priority of the lien of the Security Instrument is not affected by such modification(s).

9. **Lender's Consent.** Subject to the terms and conditions of this Agreement, Lender consents to (i) the conveyance of the Property from Seller to Transferee and (ii) the assumption of the Loan by Transferee.

10. **Seller Authorization.** The parties executing this instrument on behalf of represent and warrant to Lender that they have full authority to act for Seller hereunder without the consent or joinder of any other party.

11. **Transferee's Authorization.** As a condition of Lender's consent to the assumption of the Loan as provided herein, Transferee and any Guarantor that is not a natural person shall provide Lender with copies of Transferee's and such Guarantor's organizational documents, and those of any other entity exercising authority on behalf of Transferee and such Guarantor, and shall certify the completeness and correctness of such documents and of any other evidence of the authority of the person(s) executing this Agreement or any new guaranty of the Loan.

13. **Priority of Security Documents.** Nothing contained in this Agreement or done pursuant to it shall affect the lien of the Security Instrument, or the priority thereof over other liens or encumbrances, or release or affect the liability of any party.

14. **No Other Modifications; No Waiver of Lender's Rights.** All terms and conditions of the Loan Documents shall remain unchanged unless the terms and conditions are specifically amended by this Agreement. The right of Lender to accelerate payment of the Loan upon conveyance of the Property is hereby waived with respect only to the conveyance transaction described herein. Lender reserves its right to accelerate payment of the Loan for any future Conveyance or Change of Control (as defined in the Security Instrument) or upon the occurrence of any other default. Lender's consent in this Agreement is limited to this transaction only, and shall not constitute a consent or waiver with respect to any other or future transaction. If any provision of this Agreement shall be invalid, illegal or unenforceable, such provision shall be severable, and the remaining provisions shall not be affected.

15. **Governing Law.** This Agreement and the transactions described herein shall be governed by the laws of the State of Washington.

16. **Notices.** Any notices to be given by any party to the other hereunder or under the Loan Documents shall be given in the manner set forth in the Security Instrument at the address for such party stated herein.

17. **Effectiveness of Agreement.** This Agreement shall become effective upon its execution by each of the parties, conveyance of the Property to Transferee, and recording of this Agreement; provided that this Agreement is mutually delivered by the parties hereto and all conditions to its effectiveness as provided herein are satisfied on or before September 10, 2021. This Agreement shall be the binding upon the parties hereto and their respective successors and assigns. If more than one party is executing this Agreement as "Transferee" then their obligations hereunder shall be joint and several.

18. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. The signature pages or exact copies of this Agreement may be attached to one copy to form one complete document.

19. **Headings.** The titles and headings of the various paragraphs and sections hereof are intended solely for means of reference and are not intended for any purpose whatsoever to modify, explain or place any construction on any of the provisions of this Agreement.

20. **Severability.** If any of the provisions of the Agreement or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement by the application of such provision or provisions to persons or circumstances other than those as to whom or which it is held invalid or unenforceable shall not be affected thereby, and every remaining provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

21. **Integration; Amendment.** This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any prior or contemporaneous written or oral agreements relating hereto. This Agreement may not be modified, amended or otherwise changed in any manner except by a writing executed by the party against whom enforcement is sought. The Recitals and all exhibits attached hereto are incorporated herein by reference.

22. **Time of the Essence.** Time is of the essence of every provision herein contained.

23. **Construction.** The parties acknowledge that with respect to the actions contemplated herein (A) each party and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits thereto; (B) none of the parties hereto has received from the others any accounting, tax, legal or other advice, and (C) each party has relied solely upon the advice of their own accounting, tax, legal and other advisor.

24. RELEASE. IN ORDER TO INDUCE LENDER TO ENTER INTO THIS AGREEMENT, EACH OF SELLER, TRANSFEREE, AND NEW GUARANTOR FOREVER RELEASE AND DISCHARGE LENDER AND LENDER'S OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, AND AGENTS (COLLECTIVELY, THE "RELEASED PARTIES") FROM ANY AND ALL CLAIMS, CAUSES OF ACTION, SUITS AND DAMAGES (INCLUDING CLAIMS FOR ATTORNEYS' FEES AND COSTS) WHICH IT, JOINTLY OR SEVERALLY, EVER HAD OR MAY NOW HAVE AGAINST ANY OF THE RELEASED PARTIES FOR ANY MATTER, INCLUDING WITHOUT LIMITATION ANY CLAIMS ARISING OUT OF OR RELATED IN ANY WAY TO THE LOAN, THE LOAN DOCUMENTS, THE COLLATERAL FOR THE LOAN, WHETHER KNOWN OR UNKNOWN, INCLUDING BUT NOT LIMITED TO ANY AND ALL CLAIMS BASED UPON OR RELYING ON ANY ALLEGATIONS OR ASSERTIONS OF DURESS, ILLEGALITY, UNCONSCIONABILITY, BAD FAITH, BREACH OF CONTRACT, REGULATORY VIOLATIONS, NEGLIGENCE, MISCONDUCT, OR ANY OTHER TORT, CONTRACT OR REGULATORY CLAIM OF ANY KIND OR NATURE. THIS RELEASE IS INTENDED TO BE FINAL AND IRREVOCABLE AND IS NOT SUBJECT TO THE SATISFACTION OF ANY CONDITIONS OF ANY KIND.

[The remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year stated above.

Transferee:

TSIMOURIS HOLDINGS BURLINGTON 1 LLC, a Washington limited liability company

KONSTANTINOS E. TSIMOURIS, its Manager

STATE OF WASHINGTON | ss.
COUNTY OF Whatcom

I certify that I know or have satisfactory evidence that **KONSTANTINOS E. TSIMOURIS** is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the Manager of TSIMOURIS HOLDINGS BURLINGTON 1 LLC, a Washington limited liability company, to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated this 31 day of August, 2021.

TORY F JOHNSON
COMMISSION EXPIRES
NOTARY
47027
PUBLIC
4-28-23
STATE OF WASHINGTON

(Signature of Notary)

Tory F Johnson
(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington, residing at Whatcom County
My appointment expires 4-28-2023

Seller:

KONSTANTINOS E. TSIMOURIS

STATE OF WASHINGTON | ss.
COUNTY OF Whatcom

I certify that I know or have satisfactory evidence that **KONSTANTINOS E. TSIMOURIS** is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument under the free and voluntary act of such person for the uses and purposes mentioned in the instrument.

Dated this 31 day of August, 2021.

TORY F JOHNSON NOTARY PUBLIC 47027 COMMISSION EXPIRES 4-28-23 STATE OF WASHINGTON

TFJ
(Signature of Notary)

Tory F Johnson
(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington, residing at Whatcom County
My appointment expires 4-28-2023

New Guarantor:

KONSTANTINOS E. TSIMOURIS

STATE OF WASHINGTON
COUNTY OF Whatcom
ss.

I certify that I know or have satisfactory evidence that **KONSTANTINOS E.TSIMOURIS** is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument under the free and voluntary act of such person for the uses and purposes mentioned in the instrument.

Dated this 31 day of August, 2021.

TORY F JOHNSON NOTARY PUBLIC 47027 COMMISSION EXPIRES 4-28-23 STATE OF WASHINGTON

TFJ
(Signature of Notary)

Tory F Johnson
(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington, residing at Whatcom County
My appointment expires 4-28-2023

Lender:

SYMETRA LIFE INSURANCE COMPANY, an Iowa corporation

By: ______________________
Its: ______________________

STATE OF WASHINGTON
COUNTY OF ________
ss.

I certify that I know or have satisfactory evidence that ________________ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the

____
(Signature of Notary)

____
(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington, residing at ________
My appointment expires ______________________

New Guarantor:

____
KONSTANTINOS E. TSIMOURIS

STATE OF WASHINGTON | ss.
COUNTY OF __________

I certify that I know or have satisfactory evidence that **KONSTANTINOS E.TSIMOURIS** is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument under the free and voluntary act of such person for the uses and purposes mentioned in the instrument.

Dated this _____ day of ______________, 2021.

____
(Signature of Notary)

____
(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington, residing at ________
My appointment expires ______________________

Lender:

SYMETRA LIFE INSURANCE COMPANY, an Iowa corporation

____
By: Colin M. Elder
Its: Senior Vice President

STATE OF WASHINGTON | ss.
COUNTY OF King

I certify that I know or have satisfactory evidence that Colin M. Elder is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the Senior Vice President of Symetra Life Insurance Company, a corporation, to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated this 2nd day of September, 2021.

M. Bamford
(Signature of Notary)

Melissa Chaing Bamford
(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington, residing at Lynnwood
My appointment expires 10/8/2024

MELISSA CHAING BAMFORD
MY COMM. EXP. 10-08-24
NOTARY PUBLIC
COMM. NO. 21001840
STATE OF WASHINGTON

MB

MELISSA CHAING BAMFORD
MY COMM. EXP. 10-08-24
NOTARY PUBLIC
COMM. NO. 21001840
STATE OF WASHINGTON

EXHIBIT A

Legal Description of Real Property

LAND AND IMPROVEMENTS SITUATED IN THE STATE OF WASHINGTON, COUNTY OF SKAGIT, AND IS DESCRIBED AS FOLLOWS:

LOT 2, "COPELAND BINDING SITE PLAN" APPROVED AUGUST 21, 2012 AND RECORDED AUGUST 29, 2012 AS SKAGIT COUNTY AUDITOR'S FILE NO. 201208290056;

TOGETHER WITH NON-EXCLUSIVE EASEMENTS FOR INGRESS AND EGRESS ESTABLISHED BY DOCUMENTS RECORDED AS SKAGIT COUNTY AUDITOR'S FILE NOS. 200002160048 AND 201207060109 OVER AND ACROSS A PORTION OF LOT 2 OF SAID PLAN AS DELINEATED THEREON.

ALSO TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS PROPERTY TO THE SOUTH AS ESTABLISHED BY DOCUMENT RECORDED AS SKAGIT COUNTY AUDITOR'S FILE NO. 201207300247.

ALL OF THE ABOVE BEING A PORTION OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M.

Property Address: 1753 South Burlington Blvd., Burlington, WA 98233

Tax Parcel ID No. 8088-000-000-0002 (P131266)