

**DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS,
SECURITY AGREEMENT AND FIXTURE FILING**

Record and return to:
First American Title Insurance Company
200 SW Market Street
Suite 250
Portland, OR 97201

Assessor's Property Tax Parcel: P131203 & 340418-1-010-0102
Abbreviated Legal Description: PORTION OF THE SW 1/4 OF THE NE 1/4 OF SECTION 18, TOWNSHIP 34 N, RANGE 4 E, W.M.

Complete description attached hereto as Exhibit A.

THIS DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING ("Deed of Trust"), is made and given effective as of March 4, 2022 by SEAWEEED VENTURES, LLC, a Washington limited liability company whose address is 1260 Rhoda Drive, La Jolla, California 92037 ("Grantor"), to GUARDIAN NW TITLE & ESCROW, 1301B Riverside Drive, PO Box 1667, Mount Vernon, WA 98273 ("Trustee"), as trustee for the benefit of SECURITY BANK AND TRUST COMPANY, a Tennessee banking corporation whose address is 210 W. Washington Street, P.O. Box 1209, Paris, Tennessee 38242 ("Beneficiary").

WHEREAS, Grantor is justly indebted to Beneficiary in the principal sum of Three Million Three Hundred Ten Thousand Five Hundred and 00/100 Dollars (\$3,310,500.00) as evidenced by a Promissory Note in the principal amount of \$3,310,500.00, dated of even date herewith, payable by Grantor to Beneficiary, which bears interest at the rate of interest set forth therein and which has a final maturity date of April 10, 2032, unless extended, modified, renewed or replaced (collectively, together with all extensions, modifications, renewals and replacements thereof, the "Note"); and

WHEREAS, in order to induce Beneficiary to make the loan evidenced by the Note, Grantor has agreed to execute this Deed of Trust;

NOW, THEREFORE, in consideration of the premises aforesaid and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and to secure the payment and performance of: (i) the debt now or hereafter evidenced by the Note, including any and all extensions, modifications, renewals and replacements thereof, or of any part thereof, future advances, and all interest payable on all of said debt and on any and all such extensions, modifications, renewals and replacements; (ii) all indebtedness, obligations and liabilities of

THIS INSTRUMENT CONSTITUTES A FIXTURE FILING PURSUANT TO ARTICLE 9 OF THE UNIFORM COMMERCIAL CODE AS ADOPTED IN WASHINGTON. THE NAME OF THE DEBTOR (GRANTOR HEREIN) IS SEAWEEED VENTURES, LLC, AND THE NAME OF THE SECURED PARTY (BENEFICIARY HEREIN) IS SECURITY BANK AND TRUST COMPANY. THE ADDRESSES OF THE DEBTOR AND SECURED PARTY ARE SET FORTH HEREIN. A DESCRIPTION OF THE ITEMS AND TYPES OF COLLATERAL COVERED BY THIS FIXTURE FILING IS CONTAINED HEREIN. THIS FILING RELATES TO FIXTURES. GRANTOR IS THE RECORD OWNER OF THE REAL ESTATE.

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Grantor now or hereafter existing under the Loan Agreement by and between Grantor and Beneficiary dated of even date herewith (the "Loan Agreement") or any of the Loan Documents referred to therein and all modifications and replacements thereof; (iii) all indebtedness, obligation or liability of Grantor now or hereafter existing under any agreement between Grantor and Beneficiary or any affiliate of Beneficiary now existing or hereafter entered into, which provides for an interest rate, credit, commodity or equity swap, cap, floor, collar, spot or forward foreign exchange transaction, currency swap, cross-currency rate swap, currency option, or any similar transaction or any combination of, or option with respect to, these or similar transactions, for the purpose of hedging Grantor's exposure to fluctuations in interest or exchange rates, loan, credit, exchange, security or currency valuations or commodity prices; and (iv) all other indebtedness, obligations and liabilities owing by Grantor to Beneficiary, whether now existing or hereafter incurred or arising, whether absolute or contingent, whether incurred as maker or guarantor, and regardless of the class of such indebtedness, obligation or liability, including specifically, without limitation, all costs and expenses (including attorneys' fees) incurred by Beneficiary in collecting such indebtedness and any indemnification obligations of Grantor relating to the Property (the aggregate amount of the debt evidenced by said Note and all of such other indebtedness, obligations and liabilities and interest thereon, including any extensions, modifications and renewals and interest thereon and including the compliance with all the stipulations, covenants and agreements herein contained and contained in the notes and other documents and agreements evidencing, securing or otherwise relating to such indebtedness, obligations and liabilities are hereinafter collectively called "Obligations"), Grantor does hereby grant, bargain, sell and convey unto the Trustee, in trust WITH POWER OF SALE, the following whether now owned or hereafter acquired by Grantor:

The real estate situated in Skagit County, Washington, more specifically described on Exhibit A attached hereto and incorporated herein by reference (the "Real Estate");

TOGETHER WITH all right, title and interest of Grantor in and to all leases of and all options to purchase or lease the Real Estate or any portion thereof or interest therein now or hereafter in effect, and all renewals and extensions thereof and any greater estate in the Real Estate now owned or hereafter acquired by Grantor;

TOGETHER WITH all interest, estate or other claims, both in law and in equity, which Grantor now has or may hereafter acquire in the Real Estate;

TOGETHER WITH all easements, rights-of-way and rights now or hereafter used in connection therewith or as a means of access thereto, and all tenements, hereditaments, and appurtenances thereof and thereto whether now or hereafter existing;

TOGETHER WITH all right, title and interest of Grantor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed, adjoining the Real Estate, and any and all sidewalks, alleys, strips and gores of land adjacent to and used in connection with the Real Estate;

TOGETHER WITH all right, title and interest of Grantor now owned or hereafter acquired in and to any and all buildings, improvements and fixtures now or hereafter erected thereon, including, but not limited to, the fixtures and attachments attached to said buildings and improvements, and all materials, equipment, furnishings or other property whatsoever now or hereafter installed or used in and about the building or buildings on said Real Estate or otherwise in connection with the Real Estate or other Property (as hereinafter defined), including but not limited to, all heating, plumbing, lighting, water heating, cooking, refrigerating, incinerating, ventilating and air conditioning equipment, storm doors and windows, shades, rugs, carpeting, awnings, blinds, drapes, and linoleums, and property of like nature, all of which property and things are hereby declared to be permanent accessions to the freehold and part of the realty conveyed herein (collectively the "Improvements");

TOGETHER WITH all of Grantor's interest and rights as lessor in and to all leases and subleases (oral or written) now or hereafter affecting the Real Estate or Improvements or any part thereof ("Leases") including, without limitation, that certain Freestanding Lease dated March 18, 2019 between WF Mount Vernon, LLC, an Idaho limited liability company, as Landlord and 7-Eleven, Inc., a Texas corporation, as

"Tenant" and as assigned to and assumed by Grantor as Landlord pursuant to an Assignment of Lease dated December 30, 2020 (the "Property Lease") and all rents, issues, security deposits, guaranties, proceeds, profits and revenues accruing and to accrue from the Real Estate or Improvements, whether payable pursuant to a present or future Lease or otherwise growing out of any occupancy or use of the Real Estate or Improvements (the "Rents");

TOGETHER WITH all right, title and interest of Grantor now owned or hereafter acquired in and to all minerals (if any are owned by Grantor), flowers, shrubs, crops, trees, timber and other emblems now or hereafter on the Real Estate or any portion thereof;

TOGETHER WITH all of Grantor's documents, instruments, contract rights, accounts, letters of credit and guaranties (including all letters of credit and guaranties securing any lessee's obligations under any Lease), general intangibles, and other intangible property now or hereafter existing relating to the Real Estate, Improvements, or other Property including the construction of the Improvements and including specifically, but not limited to, any and all construction contracts, development contracts, architectural contracts, engineering contracts, plans, specifications, drawings, surveys, bonds, licenses, permits and other governmental approvals;

TOGETHER WITH all the estates, interests, rights, titles, other claims or demands, including claims or demands with respect to the proceeds of, and refunds of premiums on, insurance in effect with respect thereto, which Grantor now has or may hereafter acquire in or with respect to the Real Estate, Improvements, or other Property and any and all awards now or hereafter made for the taking by condemnation or eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of the Real Estate, Improvements, or other Property, including any awards resulting from a change of grade of streets and awards for severance damages; and

TOGETHER WITH all proceeds and products of any of the foregoing.

The Real Estate, the Improvements, the Leases, the Rents, and the entire estate, properties and interests hereby conveyed are herein referred to as the "Property."

TO HAVE AND TO HOLD the Real Estate unto the Trustee, its successors and assigns forever. Grantor covenants that Grantor is lawfully seized in fee simple of the Real Estate and has a good right to sell and convey the Real Estate as aforesaid; that the Real Estate is free of all encumbrances, unless otherwise set forth above; and Grantor will warrant and forever defend the title to the Real Estate against the lawful claims of all persons.

Grantor represents and warrants that none of the Real Estate is used principally for agricultural or farming purposes, the Real Estate is not the trustor's homestead, the loan is primarily for commercial investment or business purposes and the loan is not for personal, family or household purposes.

For the purpose of further securing the payment and performance of the Obligations, Grantor agrees to or cause Tenant to: (1) pay all taxes, assessments, and other encumbrances and liens against the Real Estate (all of such including all deeds of trust, mortgages, liens and other encumbrances affecting the Real Estate or any portion thereof are hereinafter jointly called "Liens"), and if default is made in the payment of the Liens, or any part thereof, Beneficiary, at its option, may pay the same; (2) keep the Real Estate continuously insured, in such manner and with such companies as may be satisfactory to Beneficiary, against loss by fire, vandalism, malicious mischief and other perils usually covered by a fire insurance policy with standard extended coverage endorsement and such other perils usually covered by a "builder's risk" policy (including collapse and transit coverage) or an "all risk" policy, and if the Real Estate is located in a special flood hazard area then Grantor will maintain flood insurance in an amount satisfactory to Beneficiary, and in addition, Grantor shall maintain such additional coverages against loss by such other perils (including terrorism) as Beneficiary may from time to time reasonably determine is prudent or is then required by applicable law, with loss, if any, payable to Beneficiary, as its interest may appear; such insurance to be in an amount at least equal to the full insurable value of the Improvements located on the Real Estate unless Beneficiary agrees in writing that such insurance may be in a lesser amount. The original insurance policy and all replacements therefor, shall be delivered to and held by Beneficiary until the Obligations is paid in full. The original insurance policy and all replacements therefor must provide that they may not be canceled without the insurer giving

at least thirty (30) days' prior written notice of such cancellation to Beneficiary. In the event of foreclosure of this Deed of Trust or other transfer of title to the Real Estate in extinguishment of the indebtedness secured hereby, all right, title and interest of Grantor in and to any insurance policies then in force shall pass to the purchaser or Beneficiary. In the event any amounts are received by Beneficiary on any insurance maintained in accordance with the provisions of this Deed of Trust, Beneficiary may apply all such amounts so received, or any part thereof, after the payment of all of Beneficiary's expenses in connection with collecting such amounts, including court costs and attorneys' fees, on the Obligations in such manner as Beneficiary elects, or, at Beneficiary's option, the entire amount or any part thereof, so received may be released or may be used to rebuild, repair or restore any or all of the Improvements. Grantor does hereby designate Beneficiary (and Beneficiary's officers and agents) as Grantor's attorney-in-fact with full power to collect all such amounts, to endorse checks, drafts and other evidence of payment with respect thereto, and to take such further action as may reasonably be required in connection with the exercise of Beneficiary's rights hereunder and under the other documents and agreements now or hereafter relating hereto. Such power being coupled with an interest is irrevocable.

Grantor hereby assigns and pledges to Beneficiary, as further security for the payment and performance of the Obligations, each and every policy of hazard and other insurance now or hereafter in effect which insures the Improvements or any other portion of the Real Estate, or any part thereof, together with all the right, title and interest of Grantor in and to each and every such policy, including but not limited to all of Grantor's right, title and interest in and to any premiums paid on such insurance, including all rights to return premiums. If Grantor fails to keep the Real Estate insured as specified above then, at the election of Beneficiary and without notice to any person, Beneficiary may declare the entire Obligations due and payable and this Deed of Trust subject to foreclosure, and this Deed of Trust may be foreclosed as hereinafter provided; and regardless of whether Beneficiary declares the entire Obligations due and payable and this Deed of Trust subject to foreclosure, Beneficiary may, but shall not be obligated to, insure the Real Estate for its full insurable value (or for such lesser amount as Beneficiary may wish) against such risks of loss, for its own benefit, the proceeds from such insurance (less cost of collecting same), if collected, to be credited against the Obligations, or, at the election of Beneficiary, such proceeds may be used in repairing or reconstructing the Improvements. All amounts spent by Beneficiary for insurance or for the payment of Liens shall become a debt due by Grantor to Beneficiary and at once payable, without demand upon or notice to Grantor, and shall be secured by the lien of this Deed of Trust, and shall bear interest from date of payment by Beneficiary until paid at the highest rate provided in the Note, or if none, at the maximum rate of interest then permitted by applicable law.

As further security for the payment and performance of the Obligations, Grantor hereby assigns and pledges to Beneficiary the following described property, rights, claims, rents, profits, issues and revenues:

1. all Leases and all rents, profits, issues, and revenues of the Real Estate from time to time accruing, whether under Leases now existing or hereafter created, and all other Rents reserving to Grantor a license, so long as no Event of Default (as hereinafter defined) has occurred, to receive and retain such rents, profits, issues, revenues and other Rents so long as not paid for more than one (1) month in advance (such license being automatically revoked upon the occurrence of any Event of Default);

2. all judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Real Estate, or any part thereof, under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Real Estate, or any part thereof, or to any rights appurtenant thereto, including any award for change of grade of streets, and all payments made for the voluntary sale of the Real Estate, or any part thereof, in lieu of the exercise of the power of eminent domain. Beneficiary is hereby authorized on behalf of, and in the name of, Grantor to execute and deliver valid acquittance for, and appeal from, any such judgments or awards. Beneficiary may apply all such sums so received, or any part thereof, after the payment of all Beneficiary's expenses in connection with any proceeding or transaction described in this subparagraph 2, including court costs and attorneys' fees, on the Obligations in such manner as Beneficiary elects, or, at Beneficiary's option, the entire amount or any part thereof, so received may be released or may be used to rebuild, repair or restore any or all of the Improvements.

As used in this Deed of Trust, the term "Hazardous Substances" shall mean and include, without limitation, any asbestos, radon gas, urea formaldehyde foam insulation, polychlorinated biphenyls, petroleum and petroleum byproducts, flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic

substances, or related or unrelated substances or materials defined, regulated, controlled, limited or prohibited in any local, state or federal law, rule or regulation, whether now or hereafter in effect and as may be amended from time to time, pertaining to environmental regulations, contamination, clean-up or disclosure, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the Superfund Amendments and Reauthorization Act, the Toxic Substances Control Act, the Clean Air Act, the Clean Water Act, and the rules and regulations of the Occupational Safety and Health Administration pertaining to occupational exposure to asbestos (the foregoing are hereby referred to as "Environmental Laws"). Grantor covenants, warrants and represents and shall be deemed to continually covenant, warrant and represent that, except as has been heretofore disclosed in writing to Beneficiary with specific reference to this paragraph or disclosed in any environmental report delivered to Beneficiary by Trustor, (a) there are not now and shall not in the future be any Hazardous Substances on or under the Real Estate or in the Improvements on the Real Estate in violation of Environmental Laws, and no Hazardous Substances have been or will be stored upon or utilized in operations on the Real Estate or utilized in the construction of the improvements on the Real Estate in violation of Environmental Laws, (b) there are no (and will be no) underground storage tanks, whether in use or not in use, located in, on or under any part of the Real Estate, (c) there are no pending claims or threats of claims by private or governmental or administrative authorities relating to Hazardous Substances, environmental impairment, conditions, or regulatory requirements with respect to the Real Estate, (d) the Real Estate and its use fully complies with all applicable building and zoning codes and other land use regulations, any applicable environmental laws or regulations, and any other applicable laws or regulations, (e) no part of the Real Estate has been artificially filled, and (f) Grantor shall give immediate oral and written notice to Beneficiary of its receipt of any notice of a violation of any Environmental Law, or of any notice of any other claim relating to Hazardous Substances or the environmental condition of the Real Estate, or of its discovery of any matter which would make the representations, warranties and/or covenants herein inaccurate or misleading in any respect.

Grantor hereby agrees to defend, indemnify and hold Beneficiary harmless from and against all liability, loss, cost, damage, claim and expense (including reasonable attorneys' fees) at any time incurred or suffered by Beneficiary on account of (i) the violation of any representation, warranty, covenant or agreement set forth in the preceding paragraph or otherwise contained in this Deed of Trust, (ii) Grantor's failure to perform any obligations of the preceding paragraph or otherwise contained in this Deed of Trust, (iii) Grantor's or the Real Estate's failure to fully comply with all environmental laws, rules and regulations, with all occupational health and safety laws, rules and regulations, or with any other laws, rules or regulations, or (iv) any other matter related to environmental conditions now or hereafter existing on, under or affecting the Real Estate or Hazardous Substances in violation of Environmental Laws, now or hereafter located on, under or otherwise affecting the Real Estate. This indemnification and all other indemnification obligations provided herein shall survive the closing of the loan secured by this Deed of Trust, payment of the Obligations, the exercise of any right or remedy under this Deed of Trust or any other document evidencing or securing such loan, any subsequent sale or transfer of the Real Estate, the release of this Deed of Trust by Beneficiary, and all other similar or related events or occurrences.

Upon the occurrence of an Event of Default, Beneficiary may, at Beneficiary's discretion, inspect the Real Estate, or have the Real Estate inspected by Beneficiary's servants, employees, agents or independent contractors, at any time and Grantor shall pay all costs incurred by Beneficiary in executing any such inspection.

Grantor agrees to maintain, or caused to be maintained, the Real Estate including all Improvements and not to commit or permit any waste thereon, and at all times to maintain such Improvements in as good and safe condition, and as they now are or as constructed, reasonable wear and tear excepted. Grantor further agrees to maintain, operate and manage the Real Estate in accordance with applicable local, state and federal laws, rules and regulations, including, without limitation, zoning, building, use and land use laws, ordinances, codes, regulations and rules. Without limiting the generality of the foregoing, if any loss to, or theft, damage or destruction (by fire or other peril) of the Real Estate shall occur, or if the Real Estate becomes subject to any condemnation, eminent domain, or similar proceeding, Grantor shall promptly rebuild, restore and repair the Real Estate in a manner satisfactory to Beneficiary. Grantor agrees not to initiate or acquiesce in a change in the zoning classification of the Real Estate without Beneficiary's prior written consent. Except as provided in the Loan Agreement, Grantor agrees to maintain the Property Lease in full force and effect, not cancel or modify the Property Lease, not pledge or otherwise assign the Property Lease, and not collect amounts thereunder for more than one (1) month in advance without in each case the prior written consent of the Beneficiary.

Except as provided in the Loan Agreement, the Obligations shall become immediately due and payable, at the option of Beneficiary, upon any sale, lease (other than the Property Lease) or other transfer or conveyance of the Real Estate, or any part thereof or any interest therein, or if any Lien is placed on the Real Estate (or any part thereof).

Grantor agrees that no delay or failure of Beneficiary to exercise any option to declare the Obligations due and payable shall be deemed a waiver of Beneficiary's right to exercise such option, either as to any past or present default, and it is agreed that no terms or conditions contained in this Deed of Trust may be waived, altered or changed except by a written instrument signed by Grantor and signed on behalf of Beneficiary by one of its officers.

After the occurrence of any Event of Default, Beneficiary, upon bill filed or other proper legal proceeding being commenced, shall be entitled to the appointment by any competent court, without notice to any party, of a receiver for the Rents, with power to lease and control the Real Estate, and with such other powers as may be deemed necessary. Without limiting any other rights or remedies of Beneficiary hereunder, Grantor expressly agrees that insofar as the portion of the Real Estate constituting fixtures or personal property (tangible or intangible) is concerned, to the extent permitted by law, this Deed of Trust is hereby made and declared to be a security agreement and "fixture filing" in compliance with the provisions of Sections 9102(a)(40) (RCW 62A.9A-102(a)(40)) and 9502 (RCW 62A.9A-502) of the Uniform Commercial Code as enacted in the State of Washington, and Grantor hereby grants Beneficiary a continuing security interest in the Real Estate as security for the prompt payment and performance of all of the Obligations. Grantor authorizes Beneficiary to file all UCC-1 financing statements and amendments thereto as Beneficiary deems desirable in connection with the foregoing granting of a security interest. Upon the occurrence of any Event of Default, in addition to all other remedies contained in this Deed of Trust, Beneficiary shall have all remedies available to a secured party pursuant to the Uniform Commercial Code and all proceeds from the sale of any Real Estate in accordance with such Uniform Commercial Code shall be applied in the manner set forth for the application of proceeds of a sale under power of sale as set forth below. In addition to, and separate from, all of the other provisions of this Deed of Trust, Grantor hereby IRREVOCABLY, ABSOLUTELY, PRESENTLY AND UNCONDITIONALLY assigns to Beneficiary all of the Leases, including without limitation, the Property Lease, and Rents and confers on Beneficiary the right to collect such Rents with or without taking possession of the Real Estate. THIS IS AN ABSOLUTE ASSIGNMENT, NOT ASSIGNMENT FOR SECURITY ONLY. Notwithstanding the assignment of Leases and Rents contained in this paragraph, Beneficiary confers upon Grantor a license ("License") to collect and retain Rents as they become due and payable so long as no Event of Default has occurred and so long as such Rents are not paid for more than one (1) month in advance. Upon the occurrence of any Event of Default, said License in favor of Grantor shall be automatically and immediately revoked and terminated. Beneficiary's right to collect Rents includes the right to collect Rents by its officers, agents or employees, in the name of the Grantor, or in its own name as assignee, and the Grantor shall immediately deliver and turn over to the Beneficiary all security and other deposits made by any tenant or other person in connection with any Lease. Upon electing to exercise the rights herein granted, the Beneficiary shall, within its own discretion, determine the method of collection and the extent to which enforcement of collection of delinquent Rents may be prosecuted, but it shall not be accountable for more money than it actually received from the Real Estate and shall not be liable for failure to collect Rents. Immediately after any Event of Default, Grantor shall surrender to Beneficiary all security deposits and similar items then being held by Grantor under any Lease. Notwithstanding the foregoing, this assignment of Leases and Rents is intended as security and is specific, perfected and choate upon recording of this Security Instrument, as provided in RCW 7.28.230(3). It is agreed and understood by Grantor that there shall be no legal obligation on the part of Beneficiary to collect Rents nor shall Beneficiary be in anyway liable or responsible for the failure of the tenants or other obligors under the Leases. Beneficiary shall not be obligated to perform or discharge any obligation of Grantor under any Lease or otherwise relating to the Real Estate as a result of this Deed of Trust, the collection of Rents, or otherwise, and nothing in this Deed of Trust or any other document shall be construed as an assumption by Beneficiary of any such obligation or make Beneficiary responsible for the maintenance, upkeep or repair of any Real Estate or constitute Beneficiary a "mortgagee-in-possession" of the Real Estate. BENEFICIARY SHALL NOT BE OBLIGATED TO PERFORM OR DISCHARGE ANY OBLIGATION OF GRANTOR UNDER ANY LEASE OR OTHERWISE RELATING TO THE REAL ESTATE AS A RESULT OF THIS DEED OF TRUST, THE COLLECTION OF RENTS, OR OTHERWISE, AND NOTHING IN THIS DEED OF TRUST OR ANY OTHER DOCUMENT SHALL BE CONSTRUED AS AN ASSUMPTION BY BENEFICIARY OF ANY SUCH OBLIGATION, MAKE BENEFICIARY RESPONSIBLE FOR THE MAINTENANCE, UPKEEP OR REPAIR OF ANY REAL ESTATE OR CONSTITUTE BENEFICIARY A "MORTGAGEE-IN-POSSESSION" OF THE REAL ESTATE. Grantor agrees to defend,

indemnify and hold Beneficiary harmless from and against any and all liabilities, losses, damages, costs, claims and expenses (including attorneys' fees) that Beneficiary may at any time incur or suffer under any of the Leases, by reason of the assignment of Rents and Leases contained herein or otherwise by reason of this Deed of Trust, or otherwise in any manner relating to the Real Estate. Grantor does by these presents authorize and direct any tenants of all or any portions of the Real Estate, upon receipt of notice in writing from Beneficiary of any Event of Default, to pay to Beneficiary all Rents then due or thereafter to become due. It is agreed and understood that Beneficiary shall incur no liability for the entrance by its agent upon the Real Estate for purposes of collection of Rents as herein mentioned. Upon the occurrence of an Event of Default, Grantor does hereby designate Beneficiary (and Beneficiary's officers and agents) as Grantor's attorney-in-fact with full power to collect all Rents, to receive, open and dispose of all mail addressed to Grantor, to endorse all checks, drafts, money orders or other evidence of payment with respect to the Real Estate (including the Rents) and to take such further action as may reasonably be required in connection with the exercise of Beneficiary's remedies hereunder. Such power of attorney being coupled with an interest is irrevocable.

UPON CONDITION, HOWEVER, that if Grantor pays and performs the Obligations and reimburses Beneficiary for any amounts Beneficiary has paid in payment of Liens or insurance premiums, and interest thereon, and fulfills all of its obligations under this Deed of Trust, then when Beneficiary has no further commitment for additional Obligations, Beneficiary shall release this Deed of Trust. But if: (1) any warranty or representation made in this Deed of Trust is breached or proves false in any material respect; (2) default is made in the due performance of any covenant or agreement of Grantor under this Deed of Trust; (3) default is made in the payment to Beneficiary of any sum paid by Beneficiary under the authority of any provision of this Deed of Trust; (4) the Obligations, or any part thereof, remain unpaid at maturity, whether by acceleration or otherwise; (5) any installment of principal or interest due on the Obligations, or any deposit for taxes and assessments or insurance premiums due hereunder or any other sums to be paid by Grantor hereunder or under any other instrument securing the Obligations is not paid, as and when due and payable, or, if a grace period is provided, within such applicable grace period; (6) the Real Estate (or any part thereof) becomes subject to any other Lien; (7) any statement of lien is filed against the Real Estate, or any part thereof, under the statutes of Washington relating to the liens of mechanics and materialmen (without regard to the existence or nonexistence of the debt or the lien on which such statement is based); (8) the Real Estate (or any part thereof) is sold, leased or otherwise transferred or conveyed except as herein specifically permitted or permitted in the Loan Agreement; (9) any of the stipulations contained in this Deed of Trust is declared invalid or inoperative by any court of competent jurisdiction; (10) any material loss to, or theft, damage or destruction of the Real Estate shall occur or any material portion of the Real Estate becomes subject to any condemnation, eminent domain, or similar proceedings; or (11) any default as set forth and described in the Loan Agreement, as amended, shall occur (all of the foregoing events described in subclauses (1) through (11) are referred to herein as "Events of Defaults"); then, upon the happening of any one or more of said Event of Default, at the option of Beneficiary, the unpaid balance of the Obligations shall at once become due and payable and this Deed of Trust shall be subject to foreclosure and may be foreclosed as provided by law. In addition to all other remedies of Beneficiary and Trustee, upon the occurrence of any Event of Default, Beneficiary shall have the right to have the Property sold by the Trustee pursuant to the provisions of the laws of the State of Washington then in effect with respect to foreclosure pursuant to Trustee's sale under deeds of trust or, at Beneficiary's option, to have this Security Instrument foreclosed in judicial proceedings as a mortgage, and Beneficiary and Trustee shall have the right to exercise all other remedies provided for herein or by law, including the Uniform Commercial Code. All rights and remedies of Beneficiary and Trustee are cumulative. Upon the occurrence of an Event of Default, Beneficiary and Trustee may exercise rights and remedies at such times and in such order as Beneficiary may elect. In the exercise of rights and remedies, Property, whether real or personal, and any portions thereof, may be sold, whether at Trustee's sale or execution sale after judicial foreclosure or in any other manner permitted by law, in one parcel or several parcels as Beneficiary may elect. If this Security Instrument is foreclosed as a mortgage in judicial proceedings, any judgment recovered, including a deficiency judgment if Beneficiary shall be entitled to a deficiency, shall bear at the rate applicable to sums secured hereby after an Event of Default, not to exceed, however, the highest rate permitted by applicable law. Notwithstanding the foregoing, Beneficiary agrees not to foreclose on any fixtures, equipment or personal property prior to the expiration of the reinstatement period as provided in RCW 61.24.090. If Beneficiary invokes the power of sale, Beneficiary or shall send written notice as prescribed by applicable law to Grantor and to the other persons prescribed by applicable law of the occurrence of an Event of Default and of Beneficiary's election to cause the Property to be sold. Trustee shall give notice of sale by public advertisement as Trustee deems proper and as prescribed by statute to protect the interests of Grantor and Beneficiary. After the time required by applicable law, Trustee, without demand on Grantor, shall sell the Property at public auction to the highest bidder at the time

and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Beneficiary or its designee may purchase the Property at any sale Trustee shall deliver to the purchaser a Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's fees and reasonable attorneys' fees, but such fees shall be limited to an amount that a judge would set as a reasonable fee in an uncontested mortgage foreclosure action; (b) to all sums secured by this Security Instrument; and (c) any excess to the clerk of the superior court of the county in which the Property is located as provided in RCW 61.24.080.

Grantor agrees to pay all costs, including reasonable attorneys' fees, incurred by Beneficiary in collecting or securing or attempting to collect or secure the Obligations, or any part thereof, or in defending or attempting to defend the priority of this Deed of Trust against any Lien on the Property, unless this Deed of Trust is herein expressly made subject to any such Lien; and/or all costs incurred in the foreclosure of this Deed of Trust, either under the power of sale contained herein, or by virtue of the decree of any court of competent jurisdiction, and the exercise of the other remedies herein provided. The full amount of such costs incurred by Beneficiary shall be a part of the Obligations and shall be secured by this Deed of Trust. The purchaser at any such sale shall be under no obligation to see to the proper application of the purchase money. In the event of a sale hereunder, Trustee shall execute to the purchaser a deed to the Property.

In addition to the foregoing remedies and not in lieu thereof, if an Event of Default shall have occurred, the Beneficiary, upon application to a court of competent jurisdiction, shall be entitled as a matter of strict right to the appointment of a receiver of the Property, whether or not the Beneficiary shall simultaneously exercise any of its rights and remedies under this Deed of Trust. To the full extent permitted by applicable law, such appointment may be made without notice, without regard to the insolvency of the Grantor or any other party liable for payment of the Obligations at the time of application for such receiver and without regard to the then value or occupancy of the Property, and the Beneficiary or any other holder hereof may be appointed as such receiver. Such receiver shall have the power to collect the Rents and to extend, cancel or modify any then existing Leases and to make new Leases which extensions, modifications and new Leases may provide for terms to expire, or for options to lessees to extend or renew the terms to expire, beyond the maturity date of the Obligations and beyond the date of the issuance of a deed to a purchaser at a foreclosure sale, it being understood and agreed that any such Leases, and any options or other provisions to be contained therein, shall be binding upon the Grantor and all persons whose interest in the Property are subject to this Deed of Trust. Such receiver shall have all other powers which shall be necessary or useful in such cases for protection, possession, control, management and operation of the Property including, without limitation, making repairs to the Property, or executing, modifying or terminating management and maintenance contracts relating to the Property. The court from time to time may authorize the receiver to apply the net income in its hands to payment in whole or in part of the Obligations or any tax, special assessment or other Lien which may be or become superior to this Deed of Trust.

Grantor agrees to pay all costs and expenses associated with the release or satisfaction of this Deed of Trust.

Beneficiary may replace the Trustee at any time by naming successors in instruments recorded in the Recorder's Office of said county. Any such successor Trustee shall have all the powers of the above-named trustee.

The provisions of this Deed of Trust are severable and the invalidity or unenforceability of any provision shall not affect the validity and enforceability of any other provision. If any provision hereof would render this Deed of Trust invalid or unenforceable, then such provisions shall be modified to the minimum extent necessary so as to render this Deed of Trust valid and enforceable and this Deed of Trust shall be enforced in its modified form. Without limiting the generality of the foregoing, in any action or proceeding involving bankruptcy, insolvency, reorganization or other law affecting the rights of creditor generally, if this Deed of Trust would otherwise be held or determined to be invalid or unenforceable on account of the amount of Obligations secured hereby, then notwithstanding any other provision hereof to the contrary, the amount of the Obligations secured hereby for purposes of this Deed of Trust only shall be automatically limited to the highest amount which renders this Deed of Trust valid and enforceable. This Deed of Trust shall be governed by and construed in accordance with the laws of

the State of Washington without regard to conflicts of laws rules. The rights and remedies granted to Trustee and Beneficiary in this Deed of Trust are in addition to all other rights and remedies available under the Loan Agreement or any other document or otherwise available at law or in equity, all of which are available to Trustee and Beneficiary. Without limiting the generality of the foregoing, upon the occurrence of an Event of Default, as a matter of right without notice to Grantor or anyone claiming under Grantor, and without regard to the then value of the Property or the interest of Grantor therein, Beneficiary shall have the right to apply to any court having jurisdiction to appoint a receiver or receivers of the Property, and Grantor hereby irrevocably consents to such appointment and waives notice of any application thereof. Any such receiver or receivers shall have all the usual powers of receivers in like or similar cases and shall continue as such and exercise all such powers until the date of confirmation of sale of the Property unless such receivership is sooner terminated.

Plural or singular words used herein to designate the undersigned shall be construed to refer to the maker or makers of this Deed of Trust, whether one or more natural persons, corporations, associations, partnerships or other entities. All covenants and agreements herein made by the undersigned shall bind the heirs, personal representatives, successors and assigns of the undersigned, and every option, right and privilege herein reserved or secured to Beneficiary, shall inure to the benefit of Beneficiary's successors and assigns.

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

(Execution page attached)

**DEED OF TRUST
EXECUTION PAGE**

IN WITNESS WHEREOF, the undersigned Grantor executed this instrument effective as of the date first written above.

GRANTOR:
SEAWEED VENTURES, LLC

By: Ira S. Feinswog
Ira S. Feinswog, Managing Member

STATE OF _____

COUNTY OF _____

I certify that I know or have satisfactory evidence that IRA S. FEINSWOG is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument, on oath stated that he/she/they was/ were authorized to execute the instrument and acknowledged it as the Managing Member of SEAWEED VENTURES, LLC, a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

[SEAL]

See attached
[SIGNATURE]

Printed Name: _____

Notary Public in and for the State of: _____

My commission expires: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of SAN DIEGO

On FEBRUARY 28, 2022 before me, ANNE-MARIE PENKALA, NOTARY PUBLIC
(insert name and title of the officer)

personally appeared IRA S. FEINSWOG
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Anne Marie Penkala (Seal)



Deed of Trust

EXHIBIT A**Legal Description**

In the County of Skagit, State of Washington, and is described as follows:

Tract "A" of City of Mount Vernon Boundary Line Adjustment Survey labelled BLA-ENGR 19-0184 and recorded September 27, 2019 as Auditor's File No. 201909270129 being a portion of Lot 2 of City of Mount Vernon Short Plat No. LU 09-045 approved August 9, 2012 and recorded August 14, 2012 as Auditor's File No. 201208140051; TOGETHER WITH a non-exclusive easement for ingress, egress and utilities over, across and under a 40-foot wide strip of Lot 3 of said Short Plat adjoining the South line of Lot 2 as delineated on the face of said Short Plat and BLA Survey; all of the above being a portion of the Southwest 1/4 of the Northeast 1/4 of Section 18, Township 34 North, Range 4 East, W, M.