

When recorded return to:

Olympic Escrow Inc  
104 S Olympic Ave #104  
Arlington, WA 98223

Escrow #22030055LC

**ACCOMMODATION  
RECORDING**

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

**CHICAGO TITLE**  
620050599

THIS DEED OF TRUST, made this 23th day of March, 2022 between WHP 1 - Elm Street JV, LLC, a Washington limited liability company, and JG Exchange, LLC, a Washington limited liability company, and 11th Street Ventures, LLC, a Washington limited liability company and WHC – Uptowne Studios, LLC, a Washington limited liability company as GRANTOR(S), whose address is 640 Alvord Blvd, Everett, WA 98201 and Chicago Title, as TRUSTEE, whose address is 3002 Colby Ave #200, Everett, WA 98201 and Grandview North, LLC, a Washington limited liability company as BENEFICIARY, whose address is PO Box 159, Arlington, WA 98223.

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 Skagit County, Washington:

See attached Exhibit A for full legal description

Tax Parcel Number(s): P62568 & P62569

Abbreviated legal: Ptn 42, Burlington Acreage Property

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.

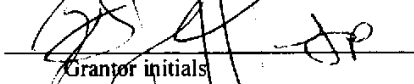
This Deed of Trust is for the purpose of securing performance of each agreement of Grantor(s) contained in this Deed of Trust, and payment of the sum of Four Million Five Hundred Thousand and no/100 Dollars (\$4,500,000.00) with interest, in accordance with the terms of a promissory note of even date 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 Grantor(s)' successors or assigns, together with interest thereon at such rate as shall be agreed upon.

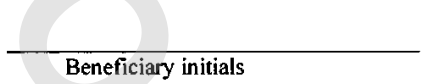
**DUE DATE:** The entire balance of the promissory note secured by this Deed of Trust, together with any and all interest accrued thereon, shall be due and payable in full on April 29, 2022.

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

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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.
7. DUE ON SALE: (OPTIONAL – *Not applicable unless initialed by Grantor and Beneficiary.*) The property described in this security instrument may not be sold or transferred without the Beneficiary's consent. Upon breach of this provision, Beneficiary may declare all sums due under the note and Deed of Trust immediately due and payable, unless prohibited by applicable law.


  
 \_\_\_\_\_  
 Grantor initials

  
 \_\_\_\_\_  
 Beneficiary initials

8. NO FURTHER ENCUMBRANCES: (OPTIONAL – *Not applicable unless initialed by Grantor and Beneficiary.*) As an express condition of Beneficiary making the loan secured by this Deed of Trust, Grantor shall not further encumber, pledge, mortgage, hypothecate, place any lien, charge or claim upon, or otherwise give as security the property or any interest therein nor cause or allow by operation of law the encumbrance of the Trust Estate or any interest therein without the written consent of a Beneficiary even though such encumbrance may be junior to the encumbrance created by this Deed of Trust. Encumbrance of the property contrary to the provisions of this provision shall constitute a default and Beneficiary may, at Beneficiary's option, declare the entire balance of principal and interest immediately due and payable, whether the same be created by Grantor or an unaffiliated third party asserting a judgment lien, mechanic's or materialmen's lien or any other type of encumbrance or title defect.

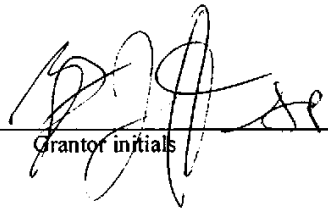
1. To keep the property in good condition and repair; to permit no waste thereof; to complete any building, structure, or improvement being built or about to be built thereon; to restore promptly any building, structure, or improvement thereon which may be damaged or destroyed; and to comply with all 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.
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\_\_\_\_\_  
Grantor initials

  
\_\_\_\_\_  
Beneficiary initials

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8

  
Grantor initials

\_\_\_\_\_  
Beneficiary initials

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 by this Deed of Trust shall be paid to Beneficiary to be applied to said obligation.
2. By accepting payment of any sum secured by this Deed of Trust 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 by this Deed of Trust or in the performance of any agreement contained in this Deed of Trust, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary subject to any cure period provided in the note secured by this Deed of Trust. 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 all right, title and interest in the real and personal property which Grantor(s) had or had the power to convey at the time of the execution of this Deed of Trust, and such as Grantor(s) 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 absence, death, incapacity, disability, or resignation of Trustee, or at the discretion of the Beneficiary, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original trustee. The trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of an action or proceeding in which Grantor(s), Trustee, or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.
8. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on his/her/their heirs, devisees, legatees, administrators, executors, and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

\_\_\_\_\_  
Grantor initials

  
\_\_\_\_\_  
Beneficiary initials

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4. Upon default by Grantor(s) in the payment of any indebtedness secured by this Deed of Trust or in the performance of any agreement contained in this Deed of Trust, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary subject to any cure period provided in the note secured by this Deed of Trust. 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.
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9. ADDITIONAL TERMS AND CONDITIONS: (check one)

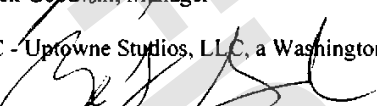
- a.  None
- b.  As set forth on the attached Exhibit \_\_\_\_\_ which is incorporated by this reference.

(Note: If neither "a" nor "b" is checked, then option "a" applies.)

11th Street Ventures, LLC, a Washington limited liability company

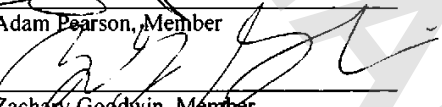
BY:   
Zack Goodwin, Manager

WHC - Uptowne Studios, LLC, a Washington limited liability company

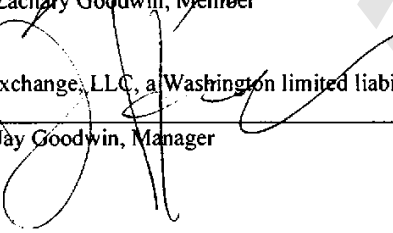
BY:   
Zachary Goodwin, Manager

WHP 1 - Elm Street JV, LLC, a Washington limited liability company  
By: West Hill Partners LLC, a Washington limited liability company, Manager

By:   
Adam Pearson, Member

By:   
Zachary Goodwin, Member

JG Exchange, LLC, a Washington limited liability company

By:   
Jay Goodwin, Manager

\_\_\_\_\_  
  
\_\_\_\_\_

STATE OF Washington

) ss.

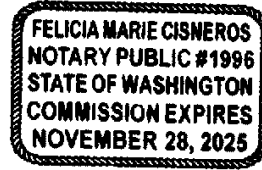
COUNTY OF Snohomish

I certify that I know or have satisfactory evidence that Adam Pearson 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 member of West Hill Partners, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: 25 day of March, 2022



Felicia Marie Cisneros  
Notary Public in and for the State of Washington  
residing at Arlington  
My Commission Expires: 11/28/25



STATE OF Washington

) ss.

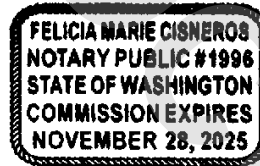
COUNTY OF Snohomish

I certify that I know or have satisfactory evidence that Zachary Goodwin 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 member of WHP 1 - Elm Street JV, LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: 25 day of March, 2022



Felicia Marie Cisneros  
Notary Public in and for the State of Washington  
residing at Arlington  
My Commission Expires: 11/28/25



page 6 of 8

STATE OF Washington

) ss.

COUNTY OF Snohomish

I certify that I know or have satisfactory evidence that Jay Goodwin 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 JG Exchange, LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: 25 day of March, 2022

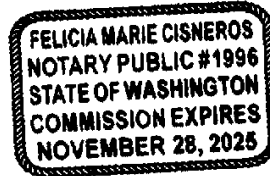


Felicia Marie Cisneros

Notary Public in and for the State of Washington

residing at Arlington

My Commission Expires: 11/28/25



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STATE OF Washington

) ss.

COUNTY OF Snohomish

I certify that I know or have satisfactory evidence that Zack Goodwin 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 11st Street Ventures, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: 3/25/2022

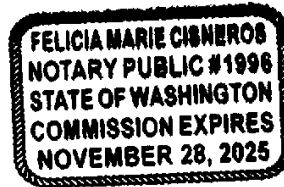


Felicia Marie Cisneros

Notary Public in and for the State of Washington

residing at Arlington

My Commission Expires: 11/28/25



STATE OF Washington

) ss.

COUNTY OF Snohomish

I certify that I know or have satisfactory evidence that Zachary Goodwin 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 WHC- Uptowne Studios, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: 03/25/2022

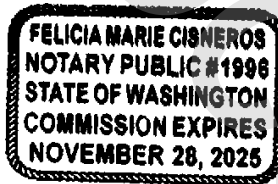


Felicia Marie Cisneros

Notary Public in and for the State of Washington

residing at Arlington

My Commission Expires: 11/28/25



**EXHIBIT "A"**  
Legal Description

**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.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

**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;

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

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

**END OF SCHEDULE A**

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