

Filed for Record at Request of:

Anderson Hunter Law Firm, P.S.
Attn: G. Paul Carpenter
2707 Colby Ave. Ste. 1001
Everett, WA 98201

DEED OF TRUST

Grantor: JG EXCHANGE, LLC, a Washington limited liability company, WHP 1-ELM STREET JV, LLC, a Washington limited liability company, 11TH STREET VENTURES, LLC, a Washington limited liability company, and WHC – UPTOWNE STUDIOS, LLC, a Washington limited liability company
Grantee: NORTH CREEK CAPITAL FUND I, LLC, a Washington limited liability company
Trustee: ANDERSON HUNTER LAW FIRM, P.S.
Legal Description (abbreviated): Ptn Lot 43, Burlington Acreage Property, Skagit County, WA
Assessor's Tax Parcel Nos: P62568/3867-000-043-1805; P62569/3867-000-043-1904

THIS DEED OF TRUST, made this 5 day of May, 2022, by and between JG EXCHANGE, LLC, a Washington limited liability company (whose address is c/o Jay Goodwin, 30816 3rd Ave. NE, Stanwood, WA 98292), WHP 1-ELM STREET JV, LLC, a Washington limited liability company (whose address is c/o Zachary Goodwin, 640 Alverson Blvd, Everett, WA 98201), 11TH STREET VENTURES, LLC, a Washington limited liability company (whose address is c/o Zachary Goodwin, 640 Alverson Blvd, Everett, WA 98201), and WHC – UPTOWNE STUDIOS, LLC, a Washington limited liability company (whose address is c/o Zachary Goodwin, 640 Alverson Blvd, Everett, WA 98201), Grantors, Anderson Hunter Law Firm, P.S., Trustee, whose address is 2707 Colby Ave. Suite 1001, Everett, WA 98201; and North Creek Capital Fund I, LLC, a Washington limited liability company, Grantee, whose address is 2284 W. Commodore Way St. 220, Seattle, WA 98199.

WITNESSETH:

Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale, the following described real property in Skagit County, Washington:

See **Exhibit A**

Street Address: 200 Lodean Dr. SW, Burlington, WA 98233

which real property is not used principally for agricultural or farming purposes, together with all tenements, hereditaments, and appurtenances now or hereafter thereunto belonging or in any way appertaining, and the rents, issues and profits thereof.

This Deed is for the purpose of securing performance of each agreement of Grantors herein contained, and payment of the sum of THREE HUNDRED SEVENTY FIVE THOUSAND AND 00/100 DOLLARS (\$375,000.00) with interest, in accordance with the terms of a Promissory Note of even date herewith payable to Beneficiary or order, and made by Grantor, and all renewals, modifications and

DEED OF TRUST
GPC/21160/0001/01157216.v1

extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantor, or any of their successors or assigns, together with the interest thereon at such rate as shall be agreed upon.

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, included within the term of extended coverage, and such other hazards as Beneficiary may require 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. 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 foreclosure this Deed of Trust. In the event of foreclosure, all rights of the Grantor in insurance policies then in force shall pass to the purchaser at the foreclosure sale.

4. Grantor covenants that Grantor is lawfully seized of the estate hereby conveyed and has right to grant and convey the property and that the property is unencumbered, except for that certain Deed of Trust, to be granted in favor of Verity Credit Union, as Beneficiary, said Deed of Trust to be dated the same date as this Deed of Trust and recorded with the Skagit County Auditor's Office simultaneously with this Deed of Trust, securing a Promissory Note and/or obligation in the principal sum of \$4,400,000. Grantor agrees 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. If Grantor fails to perform the covenants and agreements contained in this Deed of Trust or the Note entered contemporaneously herewith, or if any action or proceeding is commenced which materially affects Beneficiary's interest in the property, including, but not limited to, eminent domain, insolvency, code enforcement, arrangements or proceedings involving a bankruptcy, or if Grantor fails to pay when due any taxes, assessments, insurance premiums, liens, encumbrances or other charges against the property hereinabove described, then, Beneficiary, at Beneficiary's option, may make such appearances, disburse such sums and take such action as is necessary to protect Beneficiary's interest, including, but not limited to, disbursement of a reasonable attorney's fees and the entry upon the property to make repairs.

Any amounts disbursed by Beneficiary pursuant to this paragraph with interest thereon at twelve percent (12%) per annum, shall become additional indebtedness of Grantor secured by this Deed of Trust,

and shall be immediately due and owing. Nothing contained in this Section shall require Beneficiary to incur any expense or take any action hereunder.

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 thereof as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.
2. Any forbearance by Beneficiary in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.
3. The Trustee shall reconvey all or any part of the property conveyed 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 Grantor 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 sale, including a reasonable Trustee's fee and attorney's fee; (2) to the obligation secured by this Deed of Trust; (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 his execution of this Deed of Trust, and such as he 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 purchasers and encumbrances 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. Beneficiary shall have all remedies afforded at law or in equity.
7. In the event of the death, incapacity or 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 a pending sale under any other Deed of Trust or of any 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 their heirs, devisees, legatees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the Note secured hereby, whether or not named as Beneficiary herein.
9. If all or any part of the property or an interest therein is subsequently, from and after the date of this Deed of Trust, sold or transferred by Grantor without Beneficiary's prior written consent,

Beneficiary may, at Beneficiary's option declare all sums secured by this Deed of Trust to be immediately due and payable. Beneficiary shall waive such option to accelerate, if prior to the sale or transfer, Beneficiary and the person to whom the property is to be sold or transferred reach an agreement in writing that the credit of such person is satisfactory to Beneficiary and that the interest payable on the sum secured by the Deed of Trust shall be at such rate as Beneficiary shall request.

10. As additional security hereunder, Grantor hereby assigns to Beneficiary the rents of the property, provided that Grantor shall, prior to a default or abandonment of the property have the right to collect and retain such rents as they become due and payable. Upon a default or abandonment of the property, Beneficiary in person, by agent or by a judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the property and to collect the rents of the property, including those past due. All rents collected by Beneficiary or the receiver shall be applied first to payment of the costs of management of the property and collection of rents, including, but not limited to, receiver's fees, premiums of receiver's bonds and reasonable attorney's fees, and then sums secured by this Deed of Trust. Beneficiary and the receiver shall be liable to account for only those rents actually received.

JG EXCHANGE, LLC, a Washington limited liability company

By: Jay Goodwin, Managing Member

STATE OF WASHINGTON)

COUNTY OF Snohomish ss.

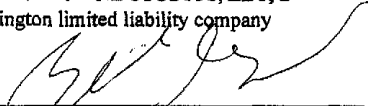
I certify that I have evidence that JAY GOODWIN is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Managing Member of JG EXCHANGE, LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 5/5/2022



Jann A Schosboek
PRINTED NAME: Jann A Schosboek
NOTARY PUBLIC
in and for the State of Washington
My commission expires: 11/29/22

WHC – UPTOWNE STUDIOS, LLC, a
Washington limited liability company


By: Zachary Goodwin, Managing Member

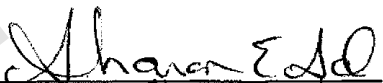
STATE OF WASHINGTON)

COUNTY OF: Snohomish)ss.

I certify that I have 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 Managing Member of WHC – UPTOWNE STUDIOS, LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: May 5, 2022

NOTARY PUBLIC
STATE OF WASHINGTON
SHARON E. SCHOONOVER
License Number 173976
My Commission Expires 09-08-2022


PRINTED NAME: Sharon E Schoonover
NOTARY PUBLIC
in and for the State of Washington.
My commission expires: 9-8-22

WHP 1-ELM STREET JV, LLC, a Washington
limited liability company

[Signature]
By: Zaphary Goodwin, Member

By: Adam Pearson, Member

STATE OF WASHINGTON)

COUNTY OF Snohomish) ss.

I certify that I have 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 a 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 the instrument.

DATED: May 5, 2022

NOTARY PUBLIC
STATE OF WASHINGTON
SHARON E. SCHOONOVER
License Number 173976
My Commission Expires 08-08-2022

[Signature]
PRINTED NAME: Sharon E Schoonover
NOTARY PUBLIC
in and for the State of Washington.
My commission expires: 8-8-22

STATE OF WASHINGTON)

COUNTY OF _____) ss.

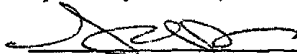
I certify that I have evidence that ADAM PEARSON is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as a Member of WHP 1-ELM STREET JV, LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____

PRINTED NAME: _____
NOTARY PUBLIC
in and for the State of Washington.
My commission expires: _____

WHP 1-ELM STREET JV, LLC, a Washington
limited liability company

By: Zachary Goodwin, Member



By: Adam Pearson, Member

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

I certify that I have 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 a 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 the instrument.

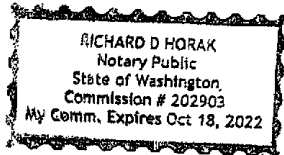
DATED: _____

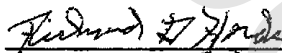
PRINTED NAME: _____
NOTARY PUBLIC
in and for the State of Washington.
My commission expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF Skagit)

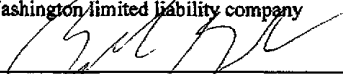
I certify that I have evidence that ADAM PEARSON is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as a Member of WHP 1-ELM STREET JV, LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: May 5, 2022




PRINTED NAME: Richard D Horak
NOTARY PUBLIC
in and for the State of Washington.
My commission expires: 10-18-22

11TH STREET VENTURES, LLC, a
Washington limited liability company


By: Zachary Goodwin, Managing Member


STATE OF WASHINGTON)

COUNTY OF Snohomish) ss.

I certify that I have 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 Managing Member of 11TH STREET VENTURES, LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: May 5, 2022

NOTARY PUBLIC
STATE OF WASHINGTON
SHARON E. SCHOONOVER
License Number 173976
My Commission Expires 09-08-2022


PRINTED NAME: Sharon E. Schoonover
NOTARY PUBLIC
in and for the State of Washington.
My commission expires: 9-8-22

REQUEST FOR FULL RECONVEYANCE

Do not record. To be used only when Note has been paid.

TO: TRUSTEE

The undersigned is the legal owner and holder of the Note and all other indebtedness secured by the within deed of Trust. Said Note, together with all other indebtedness secured by said Deed of Trust, has been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said Note above-mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to convey, without warranty, to the parties designated by the term of said Deed of Trust, all the estate now held by you thereunder.

DATED: _____

Mail reconveyance to: _____

The Land is described as follows:

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

PARCEL A:

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

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

AND EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:

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

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;

EXHIBIT A