

AFTER RECORDING MAIL TO:

Helsell Fetterman LLP
Attn: Scott E. Collins
1001 Fourth Avenue, Suite 4200
Seattle, Washington 98154

Document Title:
ASSIGNMENT OF RENTS AND LEASES

Document Reference(s):
N/A

NCS-1151524
1st AM (10)

Grantor:
Gold Coast 2700 Properties 2, LLC, a Washington limited liability company

Beneficiary:
The Northern Trust Company, an Illinois banking corporation

Abbreviated Legal Description:

Situated in the County of Skagit, State of Washington:

Ptn. NE SE, 18-34-4E (aka Ptn. Lot 3, City of Mount Vernon BSP No. MV-1-93, AF#
9309300143)

Assessor's Property Tax Parcel/Account Number(s):

Parcel No. P104613/8006-000-003-0002

APN: P104613

ASSIGNMENT OF RENTS AND LEASES

from

GOLD COAST 2700 PROPERTIES 2, LLC, a Washington limited liability company,

to

THE NORTHERN TRUST COMPANY, an Illinois banking corporation,

Dated as of November 2, 2022

ASSIGNMENT OF RENTS AND LEASES

This Assignment of Rents and Leases (this "**Assignment**") is made effective as of November 2, 2022, by GOLD COAST 2700 PROPERTIES 2, LLC, a Washington limited liability company ("**Grantor**"), with an address of 6947 Coal Creek Parkway SE, Suite 212, Newcastle, Washington 98059, in favor of THE NORTHERN TRUST COMPANY, an Illinois banking corporation ("**Beneficiary**"), with an office located at 1301 Second Avenue, Suite 2600, Seattle, Washington 98101.

RECITALS

A. Grantor has, concurrently herewith, executed and delivered to Beneficiary a non-revolving Term Note (the "**Note**"), payable to the order of Beneficiary, and that certain Loan and Security Agreement (the "**Loan Agreement**"), both of even date herewith.

B. The Note and the Loan Agreement evidence a term loan in the principal amount of One Million Six Hundred Thousand and 00/100 U.S. Dollars (\$1,600,000.00) being made available by Beneficiary to Grantor (the "**Loan**"), as further detailed in the Loan Agreement and related loan documents, executed of even date herewith (collectively, the "**Loan Documents**").

C. The Note and the Loan Agreement are secured by that certain Deed of Trust, Assignment of Rents, and Security Agreement dated of even date herewith (the "**Deed of Trust**"), on the real property with improvements commonly known as 324 East College Way, Mount Vernon, WA 98273, as more particularly described on Exhibit A attached hereto ("**Premises**"). As additional security, the Loan Agreement provides that Grantor must execute and deliver this Assignment.

D. The execution and delivery of this Assignment by Grantor is a condition precedent to the obligation of Beneficiary to make the Loan.

E. In order to induce Beneficiary to make the Loan to Grantor, Grantor desires to execute and deliver this Assignment.

AGREEMENT

In order to induce Beneficiary to make the Loan to Grantor, to enter into the Loan Agreement, and to disburse the proceeds of the Loan, and in consideration of the foregoing Recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1 Assignment. Grantor hereby sells, assigns, transfers and sets over unto the Beneficiary, and its successors and assigns, (i) all the rents, avails, issues and profits now due or which may hereafter become due under or by virtue of any lease or sublease, either oral or written, or any letting of or any agreement for the use or occupancy of any part of the Premises, which may have been heretofore or may be hereafter made or agreed to, or which may be made or agreed to by Beneficiary under the power hereinafter granted; (ii) all such leases and subleases and agreements referred to in (i) above; and (iii) any and all guarantees of the lessee's obligations under any of such leases and subleases and agreements. It is the intention hereby to establish an absolute transfer and assignment of all such leases and subleases and agreements and all the rents, avails, issues and profits thereunder unto Beneficiary, including all leases and subleases and agreements now existing upon the Premises, if any, and not merely an assignment as additional security for the indebtedness described above.

Section 2 Beneficiary as Agent. Grantor hereby irrevocably appoints Beneficiary to be its agent for the management of the Premises, and hereby authorizes Beneficiary to let and re-let the Premises, or any part thereof, according to its own discretion, and to bring or defend any suits in connection with the Premises in its own name or in the name of the Grantor as it may deem necessary or expedient, and to make such repairs to the Premises as it may deem proper or advisable, and to do anything in or about the Premises that Grantor might do, hereby ratifying and confirming anything and everything that Beneficiary may do.

Section 3 Collection of Rents. Grantor hereby irrevocably authorizes Beneficiary in its own name to collect all of said rents, avails, issues and profits arising or accruing at any time hereafter and all now due or that may hereafter become due and to use such measures, legal or equitable, as in its discretion it may deem necessary or proper to enforce the payment or the security of such rents, avails, issues and profits, or to secure and maintain possession of the Premises or any portion thereof.

Section 4 Application of Rents. It is understood and agreed that Beneficiary shall have the power to use and apply said rents, avails, issues and profits toward the payment of any present or future indebtedness or liability of Grantor to Beneficiary, due or to become due, or that may hereafter be contracted, and also toward the payment of all expenses for the care and management of the Premises, including taxes, insurance, assessments, usual and customary commissions to a real estate broker for the leasing and/or collecting of rents for the Premises or any part thereof, and for the expense of such attorneys, agents and other persons as may be employed by Beneficiary for such purposes.

Section 5. Successors in Interest. It is further understood and agreed that this Assignment shall be binding upon and inure to the benefit of the successors and assigns of Grantor and Beneficiary, respectively, including any participant in any loan hereby secured, and shall be construed as a covenant running with the land and shall continue in full force and effect until all of the indebtedness or liability of Grantor to Beneficiary shall have been paid in full, at which time this Assignment and the rights and powers granted hereunder shall terminate.

Section 6 Exercise Upon Default. It is understood and agreed that Beneficiary shall not exercise its rights and powers under this Assignment until after default in the payment of principal of and/or interest on the indebtedness evidenced by the Note and Loan Agreement, or until after an Event of Default occurs under any Loan Document securing the Loan, in each case after the expiration of any applicable grace period, and Grantor shall have a license to collect the rentals from the Premises in the absence of such a default and the expiration of any such grace period. Without limitation on any other remedies which Beneficiary may be entitled to exercise in order to enforce this Assignment, the rights and powers of Beneficiary under this Assignment may be exercised upon written notice by Beneficiary to Grantor and any one or more tenants under any lease or tenancy of the Premises or any portion thereof, and in order to enforce such rights and powers, it shall not be necessary for Beneficiary to obtain possession of the Premises, or to institute any legal action or proceeding whatsoever, including, without limitation, any action to foreclose the Deed of Trust or to appoint a receiver for the Premises.

Section 7 Time of Essence. Time is of the essence of this Assignment and each and every provision hereof.

Section 8 No Waiver. Failure of Beneficiary to exercise any right which it may exercise hereunder shall not be deemed a waiver by Beneficiary of its rights of exercise thereafter.

Section 9 Notice. All communications provided for herein shall be in writing and shall be deemed to be given or made when served personally or three business days after deposit in the United States mail, registered or certified, return receipt requested, postage prepaid, or one business day after deposit with a recognized overnight courier, charges prepaid or to be billed to the sender, addressed as follows:

If to Grantor: Gold Coast 2700 Properties 3, LLC
Attn: Barbara A. Merlino Henry, Manager
Attn: Thomas Beeks, Manager
6947 Coal Creek Parkway SE, Suite 212
Newcastle, Washington 98059
thomas@tbbre.com

With a copy to: John A. Coe
The Coe Law Firm, PLLC
600 Stewart Street, Suite 620
Seattle, Washington 98101
jcoe@coelaw.com

If to Beneficiary: The Northern Trust Company
Credit Administration Team, IL-CD-BB-11
50 South LaSalle
Chicago, IL 60603

With a copy to: The Northern Trust Company
Attn: Kevin D. Berg, Vice President
1301 Second Avenue, Suite 2600
Seattle, Washington 98101
KDB14@ntrs.com

With a copy to: Helsell Fetterman LLP
Attn: Scott E. Collins
1001 Fourth Avenue, Suite 4200
Seattle, Washington 98154
scollins@helsell.com

or to such party at such other address as such party may designate by notice duly given in accordance with this Section to the other party.

Section 10 Entire Agreement. This Assignment sets forth all of the covenants, promises, agreements, conditions and understandings of the parties relating to the subject matter of this Assignment, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them relating to the subject matter of this Assignment other than as are herein set forth.

Section 11 Modification, Waiver and Termination. This Assignment and each provision hereof may be modified, amended, changed, altered, waived, terminated or discharged only by a written instrument signed by the party sought to be bound by such modification, amendment, change, alteration, waiver, termination or discharge.

Section 12 Execution of Counterparts. This Assignment may be executed in several counterparts and all such executed counterparts shall constitute one agreement binding on the parties hereto.

Section 13 Severability. If any part of this Assignment is or shall be invalid for any reason, the same shall be deemed to be severable from the remainder thereof and such invalidity shall in no way affect or impair the validity of this Assignment as a whole or any other part or portion thereof.

Section 14 Construction.

14.1 The headings of this Assignment are for convenience only and shall not define or limit the provisions hereof.

14.2 Where the context so requires, words used in the singular shall include the plural and vice versa, and words of one gender shall include all other genders.

14.3 All capitalized terms used and not otherwise defined herein shall have the same meanings as in the Loan Agreement.

14.4 Wherever in this Assignment provision is made for the approval or consent of Beneficiary, or that any matter is to be to Beneficiary's satisfaction, or that any matter is to be as estimated or determined by Beneficiary, or the like, unless specifically stated to the contrary, such approval, consent, satisfaction, estimate, determination or the like shall be made determined or given by Beneficiary pursuant to a reasonable application of judgment in accordance with institutional lending practice and commercial custom in connection with major real estate loans.

14.5 Grantor, Beneficiary, and their respective legal counsel, have participated in the drafting of this Assignment, and accordingly the general rule of construction to the effect that any ambiguities in a contract are to be resolved against the party drafting the contract shall not be employed in the construction and interpretation of this Assignment.

Section 15 Governing Law. This Assignment and the rights and duties of the parties hereto shall be construed and determined in accordance with the laws of the State of Washington, without regard to its conflicts of laws provisions, by which laws this Assignment is and shall be governed in all respects.

Section 16 Choice of Venue. If there is a lawsuit, Grantor agrees upon the Beneficiary's request to submit to the jurisdiction of the state and federal courts of Skagit County, State of Washington.

Section 17 Waiver of Jury Trial. GRANTOR HEREBY WAIVES TRIAL BY JURY IN ANY JUDICIAL PROCEEDING RELATING TO THIS ASSIGNMENT.

Section 18 References to Beneficiary. So long as the Loan and the Note are outstanding, it is the intention of the parties that Beneficiary shall administer the matters reserved to Beneficiary in this Assignment.

[Signature page follows.]

The parties are signing this Assignment effective as of the date set forth in the introductory clause.

GRANTOR:

GOLD COAST 2700 PROPERTIES 2, LLC

By 

Thomas Beeks, Manager

BENEFICIARY:

THE NORTHERN TRUST COMPANY,
an Illinois banking corporation

By 

Kevin D. Berg, Vice President

STATE OF WASHINGTON

} ss.

COUNTY OF KING

I certify that I know or have satisfactory evidence that THOMAS BEEKS 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 Manager of GOLD COAST 2700 PROPERTIES 2, 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.

Given under my hand and official seal this 28th day of October, 2022.



Jill M. Ravenscraft
Printed Name Jill M. Ravenscraft
Notary Public in and for the State of Washington,
My Commission Expires 1-14-26

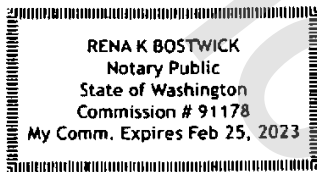
STATE OF WASHINGTON

} ss.

COUNTY OF KING

I certify that I know or have satisfactory evidence that KEVIN D. BERG 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 Vice President of THE NORTHERN TRUST COMPANY, an Illinois banking corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 18th day of November, 2022.



Rena K Bostwick
Printed Name Rena K Bostwick
NOTARY PUBLIC in and for the State of Washington.
My Commission Expires 2/25/2023

EXHIBIT A**LEGAL DESCRIPTION OF THE PROPERTY**

The Land referred to herein below is situated in the County of Skagit, State of Washington, and is described as follows:

LOT 3, CITY OF MOUNT VERNON BINDING SITE PLAN NO. MV-1-93, ENTITLED SKAGIT VALLEY SQUARE, APPROVED SEPTEMBER 29, 1993, RECORDED SEPTEMBER 30, 1993 IN VOLUME 10 OF SHORT PLATS, PAGES 240-246, UNDER AUDITOR'S FILE NO. 9309300143 AND BEING A PORTION OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M.,

EXCEPT THAT PORTION CONVEYED TO THE CITY OF MOUNT VERNON, A MUNICIPAL CORPORATION BY DEED RECORDED APRIL 10, 2008 AS AUDITOR'S FILE NO. 200804100131.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON

EXHIBIT A