

RETURN ADDRESS:

Chicago Title Company of Washington
Attn: Tiffany Zink
701 5th Avenue, Suite 2700
Seattle, Washington 98104

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

GRANTOR(S): BRIM PROPERTIES, L.L.C.
GRANTEE(S): UMPQUA INDIAN DEVELOPMENT CORPORATION
ADDITIONAL ON PAGE 1: CHICAGO TITLE COMPANY OF WASHINGTON
ABBREVIATED LEGAL DESCRIPTION: Lots 2, 3 and Ptn. Lots A and B, Binding Site Plan No. PL03-0071 in SW, 29-34-4E, W.M.
(SEE EXHIBIT A FOR FULL LEGAL DESCRIPTION)
ASSESSOR'S TAX PARCEL NO(S): P120398 / 8043-000-002-0000 and P120399 / 8043-000-003-0000

THIS DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING (the "Deed of Trust") is made as of February 14, 2023, by Brim Properties, L.L.C., a Washington limited liability company ("Grantor"), as grantor and debtor, whose address is 223 E. Wiser Lake Road, Lynden, Washington 98264; CHICAGO TITLE COMPANY OF WASHINGTON ("Trustee"), as trustee, whose address is 701 5th Avenue, Suite 2700, Seattle, Washington 98104; for the benefit of UMPQUA INDIAN DEVELOPMENT CORPORATION ("Beneficiary"), as beneficiary and secured party, whose address is 2371 NE Stephens Street, Suite 100, Roseburg, Oregon 97470.

RECITALS:

A. Beneficiary has made a loan to Grantor in the amount of Two Million Four Hundred Fifty-Seven Thousand Dollars and 00/100 (\$2,457,000.00) (the "Brim Properties' Loan"), the repayment of which is secured in part by certain real property

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of record as a customer courtesy and accepts no liability for
the accuracy or validity of the document**

owned by Grantor and located in Skagit County, Washington (the "Real Property"). The Real Property is more particularly described on Exhibit A attached hereto and incorporated herein by this reference. The Brim Properties' Loan, if not sooner paid, is due and payable in full on March 1, 2033.

B. The Brim Properties' Loan is evidenced by a Secured Promissory Note of even date herewith executed by Grantor and delivered to Beneficiary in the original principal amount of the Brim Properties' Loan (hereinafter said Secured Promissory Note, together with interest thereon and together with any renewals, extensions, amendments or modifications thereof, any replacements or substitutions therefore, and any fees and other charges therein, is called the "Brim Properties' Note"), which is made a part hereof by reference.

C. Beneficiary has made a loan to Brim Tractor Company, Inc., a Washington corporation ("Brim Tractor" and, collectively with Grantor, the "Primary Obligors") in the amount of Two Million Eight Hundred Fifty-Seven Thousand Six Hundred Ninety-Five Dollars and 00/100 (\$2,857,695.00) (the "Flooring Debt Loan"), the repayment of which is secured in part by the Real Property. The Flooring Debt Loan, if not sooner paid, is due and payable in full on August 1, 2025.

D. The Flooring Debt Loan is evidenced by a Secured Promissory Note of even date herewith executed by Brim Tractor and delivered to Beneficiary in the original principal amount of the Flooring Debt Loan (hereinafter said Secured Promissory Note, together with interest thereon and together with any renewals, extensions, amendments or modifications thereof, any replacements or substitutions therefore, and any fees and other charges therein, is called the "Flooring Debt Note"), which is made a part hereof by reference.

E. Beneficiary has made a loan to Brim Tractor in the amount of Eight Hundred Forty-Seven Thousand Eight Hundred Ninety-One Dollars and 00/100 (\$847,891.00) (the "Long Term Loan"), the repayment of which is secured in part by the Real Property. The Long Term Loan, if not sooner paid, is due and payable in full on March 1, 2033.

F. The Long Term Loan is evidenced by a Secured Promissory Note of even date herewith executed by Brim Tractor and delivered to Beneficiary in the original principal amount of the Long Term Loan (hereinafter said Secured Promissory Note, together with interest thereon and together with any renewals, extensions, amendments or modifications thereof, any replacements or substitutions therefore, and any fees and other charges therein, is called the "Long Term Note"), which is made a part hereof by reference.

G. Beneficiary has made a loan to Grantor in the amount of Eight Hundred Thousand Dollars and 00/100 (\$800,000.00) (the "Operating Loan" and, collectively

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with the Brim Properties' Loan, Flooring Debt Loan and Long Term Loan, the "Loans"), the repayment of which is secured in part by the Real Property. The Operating Loan, if not sooner paid, is due and payable in full on March 1, 2033.

H. The Operating Loan is evidenced by a Secured Promissory Note of even date herewith executed by Grantor and delivered to Beneficiary in the original principal amount of the Operating Loan (hereinafter said Secured Promissory Note, together with interest thereon and together with any renewals, extensions, amendments or modifications thereof, any replacements or substitutions therefore, and any fees and other charges therein, is called the "Operating Loan Note" and, collectively with the Brim Properties' Note, Flooring Debt Note and the Long Term Note, the "Notes"), which is made a part hereof by reference.

I. Brim Tractor is an affiliate of Grantor and Grantor derives a direct or indirect financial benefit from Beneficiary making the Flooring Debt Loan and Long Term Loan to Brim Tractor.

AGREEMENT:

NOW, THEREFORE, Grantor, for and in consideration of the Recitals, which are incorporated herein and made a part hereof, and for other good and valuable consideration the receipt and sufficiency of which are acknowledged, hereby covenants and agrees for the benefit of Beneficiary and its successors, indorsees, transferees, participants and assigns as follows, which agreements shall, to the extent permitted by law, be deemed to run with the land:

1. Grant of Security. Grantor does hereby irrevocably GRANT, TRANSFER, CONVEY and ASSIGN to TRUSTEE, IN TRUST, WITH POWER OF SALE, and to its successors and assigns forever, the Property described below which is properly classified as real property under Washington law, and to Beneficiary, and to its successors and assigns forever, all of the Property described below which is properly classified as personal property under Washington law. Any reference herein to the "Property" shall be deemed to include the following: (a) the Real Property; (b) all the estate, title, interest and rights of Grantor in and to the Real Property and all buildings and improvements of every kind and description now or hereafter placed upon the Real Property or any part thereof and all entitlements; (c) all heretofore or hereafter vacated alleys and streets abutting the Real Property; (d) all fixtures and equipment of Grantor, regardless of their character as personal property, now or hereafter on or used in connection with the Real Property, including, but not limited to, all lighting, heating, cooling, ventilating, air conditioning, plumbing, sprinkling, communicating and electrical systems, and all furniture, machinery, appliances, fixtures and equipment of every type, nature and description now or hereafter on or used in connection with the Real Property, all of which furniture, fixtures and equipment of Grantor shall be deemed to be a part of the Real Property and covered by the lien hereof; (e) all of the rents, profits and leases

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thereof and the tenements, hereditaments, easements, privileges and appurtenances thereto; (f) all plans and specifications prepared for construction of all improvements on the Real Property (the "Improvements"), and all surveys, maps, plats, studies, data and drawings related thereto; (g) all contracts and agreements of Grantor relating to such plans and specifications or to such studies, data and drawings, or to the construction, maintenance or repair of the Improvements; (h) all licenses, contracts, performance bonds, management contracts or agreements, franchise agreements, permits, authorizations, approvals or certificates required or used in connection with the construction, ownership, operation, repair or maintenance of the Improvements; and (i) all substitutions, accessions, additions and replacements to any of the foregoing.

TO HAVE AND TO HOLD the Property, with all of the tenements, hereditaments, easements, appurtenances and other rights and privileges thereunto belonging or in any manner now or hereafter appertaining thereto, for the use and benefit of Beneficiary upon the conditions hereinafter set forth.

Pursuant to Revised Article 9A of the Uniform Commercial Code (RCW Chapter 62A), Grantor, as the debtor, grants Beneficiary, as the secured party, a security interest in that portion of the Property which is properly classified as personal property under Washington law to secure the Secured Obligations (as defined below). This Deed of Trust also constitutes a financing statement filed as a fixture filing pursuant to Revised Article 9A of the Uniform Commercial Code (RCW 62A.9A-334). In this regard, Grantor's organizational identification number is: 602203991

2. Secured Obligations. This Deed of Trust secures the following (collectively, the "Secured Obligations"):

a. The full and prompt payment of the principal of and interest of the Notes (including any and all extensions, renewals, modifications, replacements, and substitutions thereof) when due, whether at stated maturity, upon acceleration or otherwise, and at all times thereafter.

b. Payment of such further sums as the Primary Obligors may hereafter borrow from Beneficiary when evidenced by another note or instrument reciting it is so secured, payable to Beneficiary or order and made by Grantor or any successor in ownership, together with all extensions, renewals, modifications, amendments and replacements thereto.

c. Payment of all other amounts agreed or provided to be paid by the Primary Obligors and/or Grantor and such further sums as may be advanced or loaned by Beneficiary to the Primary Obligors and/or Grantor hereunder or under the Notes or under the other Loan Documents (as defined below).

d. Performance of each agreement of the Primary Obligors and/or Grantor herein contained or contained in any other agreement given by the Primary Obligors and/or Grantor or any other persons or entity to Beneficiary for the purpose of further securing any indebtedness hereby secured or executed in connection with the making of the loans secured hereby, including, without limitation, the Notes and any and all other agreements entered into in connection with the Notes are collectively referred to herein as the "Loan Documents".

3. Representations, Warranties, and Agreements. Grantor represents and warrants to Beneficiary and agrees that:

a. Grantor unconditionally guarantees to Beneficiary that the Primary Obligors will pay the principal, interest and other charges payable under the Notes according to the terms of the Notes and will perform and comply with each and every term, covenant and condition hereof, and of the Notes.

b. At the time of the delivery of this Deed of Trust: (i) Grantor is seized in fee simple of the Real Property and owns outright every part thereof; (ii) there are no liens or encumbrances against or upon the Real Property other than (a) that certain first lien deed of trust in the amount of \$1,822,500.00 executed by Grantor in favor of SaviBank ("Senior Lender") dated December 14, 2017, and recorded on December 20, 2017, under Recording No. 201712200023 (the "First Position Deed of Trust") and that certain deed of trust in the amount of \$1,000,000.00 executed by Grantor in favor of Senior Lender dated October 3, 2019, and recorded on October 4, 2019, under Recording No. 201910040050 (the "Second Position Deed of Trust" and, collectively with the First Position Deed of Trust, the "Senior Deeds of Trust"), and (b) the existing encumbrances of record, and no additional encumbrances senior to the lien of this Deed of Trust will be created or suffered to be created by Grantor during the term of this Deed of Trust, except as have been disclosed to and approved by Beneficiary in writing and upon such terms and conditions as may be satisfactory to Beneficiary; and (iii) Grantor has good right to make this Deed of Trust.

c. The Real Property that is the subject of this Deed of Trust is not used principally or primarily for agricultural purposes.

d. The indebtedness evidenced by the Notes shall not be used for personal, family or household use.

4. Taxes, Assessments, and Insurance Premiums. Grantor shall perform the following:

a. Pay all taxes, assessments and other charges and encumbrances levied on the Property before any penalty for nonpayment attaches thereto.

b. Keep the Property continuously insured against loss by fire, windstorm, and other hazards, casualties and contingencies, in such amounts and for such periods as may be reasonably required from time to time by Beneficiary. Subject to the interest of Senior Lender, all insurance shall be carried in companies authorized to do business in the state of Washington, and shall have attached thereto a mortgagee clause reasonably acceptable to Beneficiary, making all loss or losses under such policies payable to Beneficiary, subject to the rights of the Senior Lender, its successors and assigns, as its or their interest may appear. In the event of loss or damage to the Property, Grantor shall give immediate notice in writing to Beneficiary, who may make proof of loss if not made promptly by Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss, to the extent of the indebtedness hereby secured and subject to the interest of Senior Lender, directly to Beneficiary instead of to Grantor and Beneficiary jointly, and the insurance proceeds or any part thereof may be applied by Beneficiary toward reimbursement of all costs and expenses of Beneficiary in collecting such proceeds, and the balance to the restoration or repair of the property damaged, or released to Grantor if proceeds are in excess of that required to repair the property.

c. In the event of foreclosure of this Deed of Trust or other transfer of title to the Property 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 grantee. Grantor hereby irrevocably appoints Beneficiary as Grantor's attorney-in-fact, in Grantor's name, to file all proofs of claim, to negotiate, accept, and endorse all settlements, to assign and transfer all insurance policies and proceeds to a purchaser upon foreclosure of this Deed of Trust and to otherwise deal in all respects with all insurance carriers with respect to any and all insurance carried or required hereby to be carried by Grantor with respect to the Property of any portion thereof.

If Grantor fails to timely pay or perform any obligation set forth above in this Section 4, Beneficiary, in its sole discretion, may (but in no event shall be obligated to), following ten (10) days written notice to Grantor, at Grantor's expense, pay and perform such obligation, and all sums advanced by Beneficiary for such purposes shall be deemed to have been advanced pursuant to Section 9 of this Deed of Trust.

5. Repairs, Modifications, and Waste. Grantor will abstain from and will not suffer the commission of waste on the Property and will keep all buildings, improvements, fixtures, equipment and appliances now or hereafter located thereon in good repair and will make replacements thereto as and when the same become necessary. Failure by Grantor to pay taxes and/or assessments assessed against the Property, or any installment thereof, or any insurance premium upon policies covering the Property or any part thereof, shall, without limitation, constitute waste, and shall entitle Beneficiary to all remedies provided for by law. Grantor further agrees to and does hereby consent to the appointment of a receiver, should Beneficiary elect to seek such relief. Grantor will

comply promptly with all laws, ordinances, regulations, and orders of all public authorities having jurisdiction over the Property relating to the use, occupancy, and maintenance thereof, and shall upon request promptly submit to Beneficiary evidence of such compliance. Nothing herein shall be deemed to prohibit Grantor from contesting the enforceability or applicability of any law, ordinance, regulation, or order; provided, however, that Beneficiary, in its reasonable discretion, may require that Grantor comply with any such law, ordinance, regulation, or order during the pendency of any such contest and all appeals therefrom. Beneficiary may at any time and from time to time upon notice and during regular business hours, unless Beneficiary, in its sole discretion, deems that entry is required on a more immediate basis, enter or cause entry to be made upon the Property. If the Property, in the reasonable judgment of Beneficiary, requires inspection, repair, care, or attention of any kind or nature not theretofore given by Grantor, Beneficiary shall provide Grantor with prior written notice of the required inspection, repair, care, or attention and a reasonable designated period of time in which Grantor shall have an opportunity to cure the problem. If uncured at the end of this period, and Beneficiary, in its sole discretion, deems that the required inspection, repair, care, or attention needs immediate attention, Beneficiary may (but in no event shall be obligated to), at Grantor's expense, inspect, repair, and/or maintain the same as Beneficiary deems necessary or advisable, and all sums advanced by Beneficiary for such purposes shall be deemed to have been advanced pursuant to Section 9 of this Deed of Trust. Grantor will not permit the Property or any portion thereof to be used for any unlawful purpose. No underground storage tanks shall be installed on the Property. No building or other improvement on any part of the Property shall be removed, demolished, or altered without the prior written consent of Beneficiary, except that Grantor shall have the right, without such consent, to remove and dispose of, free from the lien of this Deed of Trust, such personalty and equipment as from time to time may become worn out or obsolete, provided that promptly following, simultaneously with, or prior to such removal, any such equipment shall be replaced with other new equipment of like kind and quality, free from any security interest, lien, or encumbrance, and by such removal and replacement, Grantor shall be deemed to have subjected the replacement equipment to the lien of this Deed of Trust.

6. Due on Sale. Grantor shall not sell, transfer or convey all or any part of its interest in the Property or any portion thereof without the prior written consent of Beneficiary. If Grantor should convey its interest in the Property or any portion thereof, Beneficiary shall have the right, at its sole option, thereafter, to declare all sums secured hereby and then unpaid to be immediately due and payable, together with any prepayment charge, and thereupon to exercise all of its rights and remedies for an Event of Default (as defined below) under this Deed of Trust. For purposes hereof, a "conveyance" of Grantor's interest in the Property shall include, without limitation (a) any voluntary or involuntary disposition (by operation of law or otherwise) of legal or beneficial title to any portion or all of the Property by whatever means, (b) any voluntary or involuntary disposition (by operation of law or otherwise) of legal or beneficial title to

controlling interests in Grantor, and (c) any change in general partners or members or shareholders or any arrangement by which Grantor (and/or owners of at least 51% of the equity of Grantor as of the date hereof) divests itself of the degree of control it currently exercises or may exercise over the decisions affecting the ownership and operation of the Property.

Subject to the restrictions set forth in this Section, if ownership of the Property or any part thereof become vested in a person or persons other than Grantor, Beneficiary may, without notice to Grantor, deal with such successor or successors in interest with reference to this Deed of Trust and the Loans, without in any way releasing, discharging, or otherwise affecting Grantor's liability hereunder or thereunder. No sale of the Property, and no forbearance or extension by Beneficiary, shall in any way whatever operate to release, discharge, or otherwise affect the lien of this Deed of Trust or the liability of Grantor hereunder.

7. No Other Financing. Except for the loans evidenced by the Senior Deeds of Trust, Grantor has not and will not, without the prior written consent of Beneficiary, mortgage or pledge the Property or any part thereof as security for any other loans or indebtedness of Grantor or any other party. If any such mortgage or pledge is entered into without the prior written consent of Beneficiary, the entire indebtedness secured hereby may, at the option of Beneficiary, be declared immediately due and payable without notice. Further, Grantor also shall pay any and all other obligations, liabilities, or debts which may become liens, security interests, or encumbrances upon or charges against the Property for any repairs or improvements that are now or may hereafter be made thereon, and shall not, without Beneficiary's prior written consent, permit any lien, security interest, encumbrance, or charge of any kind to accrue and remain outstanding against the Property or any part thereof, or any improvements thereon, irrespective of whether such lien, security interest, encumbrance, or charge is junior to the lien of this Deed of Trust. Notwithstanding any other provision herein, upon Grantor's request that Beneficiary (or their respective successors and assigns) execute a consent to subordination or other subordination agreement in favor of Senior Lender, Beneficiary shall not unreasonably restrict or withhold its approval. Beneficiary shall execute such a consent to subordination or similar subordination agreement in favor of Senior Lender so long as it places Beneficiary in substantively the same lien position as exists on the date of this Deed of Trust.

8. Default. Any one of the following acts or occurrences shall constitute an event of default ("Event of Default") under this Deed of Trust and shall entitle Beneficiary to exercise any one or any combination of the remedies available to Beneficiary under Section 9 below:

a. Failure of any Primary Obligor to pay any amount due under the Notes or any other Loan Document or any renewal or extension thereof or under this

Deed of Trust after the same shall become due and payable (subject to the cure periods set forth in the Notes); or

b. Failure of any representation or warranty made by the Primary Obligors and/or Grantor herein or any other Loan Document to be true and accurate in every material respect at any time or the failure to timely pay insurance, the commission of waste, or the occurrence of acts or omissions which materially impair Beneficiary's security under this Deed of Trust; or

c. Failure of Grantor and/or the Primary Obligors to comply with any of the other terms of this Deed of Trust or of any other Loan Document; or

d. Any material provision of this Deed of Trust or any other Loan Document shall at any time for any reason cease to be valid and binding on the Primary Obligors and/or Grantor, or shall be declared to be null and void, or the validity or enforceability thereof against the Primary Obligors and/or Grantor shall be contested by the Primary Obligors and/or Grantor or any governmental agency or authority, or Grantor shall deny that it has any or further liability or obligation under this Deed of Trust; or

e. The Primary Obligors and/or Grantor shall fail to pay any part of the principal of, or the interest on, or any other payment of money due under, any of the Primary Obligors' indebtedness to Beneficiary, or to any other person, firm, corporation, or entity (which other obligation is secured by the Property), beyond any period of grace provided with respect thereto; or if the Primary Obligors and/or Grantor fail to perform or observe any other agreement, term, or condition contained in any document evidencing or securing such indebtedness, or in any agreement or instrument under which any such indebtedness was issued or created, beyond any such period of grace, which failure materially affects its financial condition or its ability to repay the Notes or to comply with its obligations hereunder; or

f. Grantor and/or any Primary Obligor shall, due to their inability to do so, generally not pay their debts as they become due, or shall admit in writing their inability to pay their debts generally, or shall make a general assignment for the benefit of creditors or shall institute any proceeding or voluntary case seeking to adjudicate Grantor and/or any Primary Obligor bankrupt or insolvent or seeking liquidation, winding up, reorganization, arrangement, adjustment, protection, relief, or composition of their debts under any law relating to bankruptcy, insolvency, or reorganization or relief or protection of debtors or seeking the entry of an order for relief or the appointment of a receiver, trustee, custodian, or other similar official for it or for any substantial part of its property; or any proceeding shall be instituted against Grantor and/or any Primary Obligor seeking to adjudicate it a bankrupt or insolvent or seeking dissolution, liquidation, winding up, reorganization, arrangement, adjustment, protection, relief, or composition of their debts under any law relating to bankruptcy, insolvency, or reorganization or relief or protection of debtors or seeking the entry of an order for relief or the appointment of a receiver,

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trustee, custodian, or other similar official for Grantor and/or any Primary Obligor or for any substantial part of their property, and, if such proceeding is being contested by Grantor and/or any Primary Obligor in good faith, such proceeding shall remain undismissed or unstayed for a period of sixty (60) days; or

g. A judgment or order for the payment of money shall be rendered against Grantor and/or any Primary Obligor and either (i) enforcement proceedings shall have been commenced by any creditor upon such judgment or order and such judgment or order shall have remained unsatisfied and such proceedings shall have remained unstayed for a period of twenty-one (21) days, or (ii) for a period of twenty-one (21) days, such judgment shall have remained unsatisfied and a stay of enforcement of such judgment or order, by reason of pending appeal or otherwise, shall not have been in effect; or

h. A default occurs under the Notes or any other Loan Documents; or

i. A default occurs under the loans secured by the Senior Deeds of Trust.

9. Remedies. Upon the occurrence of an Event of Default, Beneficiary shall immediately have the option without further notice, except as may be required by law, in addition to and not in lieu of or substitution for, all other rights and remedies provided herein or at law or in equity, to do all or any of the following:

a. Beneficiary may, at its option and without notice to or demand upon Grantor, independently, concurrently, or successively exercise any one or more of the following rights and remedies: (i) declare all of the Secured Obligations immediately due and payable, (ii) bring a court action to enforce its rights and remedies, (iii) judicially foreclose this Deed of Trust as a mortgage, (iv) nonjudicially foreclose this Deed of Trust under the power of sale, (v) exercise its rights with respect to the leases and the rents of the Property pursuant to this Deed of Trust, and/or (vi) exercise any other rights and remedies provided in this Deed of Trust, the Notes and under any other Loan Document, or available at law or equity. Without limiting the generality of the foregoing, to the extent permitted by RCW 61.24.100 or otherwise permitted by law, Beneficiary may seek and obtain a deficiency judgment following the completion of a trustee's sale of all or part of the Property.

b. Advance such sums as Beneficiary, in its sole discretion, deems necessary to cure the default. In making any such advance, Beneficiary shall be entitled to rely upon the genuineness and accuracy of any demand, document, claim, statement, or invoice presented to Beneficiary, and Beneficiary shall be under no duty whatever to independently investigate or confirm the genuineness or accuracy of, or any other fact pertaining to, the demand, document, claim, statement, or invoice so presented. Repayment of all monies so advanced by Beneficiary shall be secured hereby and shall

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constitute a further lien upon the Property, payable upon demand with interest from the date of each advance to the date of payment at the Default Rate defined in the Notes. Beneficiary shall in no event be obligated to make any advance to or for the benefit of Grantor and no advance by Beneficiary shall cure Grantor's default nor preclude Beneficiary from foreclosing this Deed of Trust or from exercising any other right or remedy available to Beneficiary on account of such default.

c. For any sale under the power of sale granted by this Deed of Trust, Trustee shall record and give all notices required by law, after which the Property may be sold upon such terms and conditions as may be specified by Beneficiary and permitted by applicable law. Trustee may postpone any sale by public announcement at the time and place designated for the sale. If the Property includes separate lots or parcels, Beneficiary may designate their order of sale or elect to sell them as a whole. Any personal property may be sold separately or as a whole at the same time and place as a sale of any real property or at different times and places. Grantor and the holder of any subordinate lien on any portion of the Property waive any right to require the marshaling of assets or to otherwise direct the order in which any of the Property is sold. Trustee shall be acting as the agent of Beneficiary if directed to sell any personal property. Upon any sale, Trustee shall execute and deliver to the purchaser a deed or bill of sale conveying the Property sold, without any covenant or warranty, express or implied. The recitals in the Trustee's deed indicating that the sale was conducted in compliance with all the requirements of law shall be presumptive evidence of compliance.

d. With respect to any personal property, Beneficiary shall have all of the rights and remedies of a secured party under the Uniform Commercial Code and all other rights and remedies provided in this Deed of Trust, the Notes and any other Loan Document and under the power of sale granted by this Deed of Trust. In exercising its remedies, Beneficiary may proceed against the real property and personal property separately or together and in any order whatsoever. The personal property may be sold at any one or more public or private sales as permitted by applicable law. Beneficiary shall give Grantor five (5) days' prior written notice of the time and place of any public or private sale of the personal property, which notice Grantor agrees is commercially reasonable.

e. Grantor shall pay on demand all of Beneficiary's and Trustee's costs and expenses incurred in administering and enforcing this Deed of Trust, collecting any amounts payable under this Deed of Trust, and realizing on the Property and any other collateral securing any portion of the Secured Obligations, including legal and other professional fees, foreclosure costs and title charges, together with interest from the date of payment at the Default Rate.

f. Except as otherwise required by law, the proceeds of any sale under this Deed of Trust shall be applied against the Secured Obligations in such order of priority as Beneficiary shall determine in its sole discretion.

g. If the Property is sold at a judicial foreclosure sale, the purchaser may make such repairs or alterations to the Property as the purchaser deems appropriate in its sole discretion for the proper operation, care, preservation, and protection of the Property. The costs of the repairs or alterations, together with interest from the date of payment at the Default Rate, shall be added to and become a part of the amount required to be paid upon any redemption.

h. Except as otherwise specifically provided in this Deed of Trust, any prepayment premium required under the Notes shall be payable by the Primary Obligors upon any voluntary or involuntary payment of principal before the original due date under the Notes, except in the event of a casualty or condemnation of the Property. Without limiting the generality of the foregoing, Grantor expressly agrees that any principal payment made after an Event of Default shall constitute a prepayment requiring payment of the prepayment premium notwithstanding an acceleration of the Loans by Beneficiary. The debt owing to Beneficiary at the time of any judicial or nonjudicial foreclosure sale of the Property shall include the prepayment premium calculated on the principal balance owing on the date of sale.

i. Every right and remedy provided in this Deed of Trust, the Notes and any other Loan Document, or by law or equity, shall be distinct and cumulative to all other rights or remedies, and may be exercised concurrently, independently, or successively in any order whatsoever, without regard to the adequacy of Beneficiary's security. Any forbearance by Beneficiary in exercising any right or remedy shall not be a waiver of or preclude the exercise of the right or remedy, and no waiver by Beneficiary of any particular default shall constitute a waiver of any other default in the future. The exercise of any right or remedy shall not constitute a cure or waiver of any Event of Default or otherwise prejudice Beneficiary of any of its other rights or remedies.

j. To the extent the Deed of Trust Act of the State of Washington (RCW Chapter 61.24, as now existing or hereafter amended) or other statute requires that the "fair market value" or "fair value" of the Property be determined as of the foreclosure date in order to enforce a deficiency against Grantor or any other party liable for repayment of the obligations secured by this Deed of Trust, the term "fair market value" or "fair value" shall include those matters required by law and shall also include the additional factors set forth below:

i. The Property shall be valued "AS IS" and "WITH ALL FAULTS" and there shall be no assumption of restoration or refurbishment of improvements, if any, after the date of the foreclosure; and

ii. An offset to the fair market value or fair value of the Property, as determined hereunder, shall be made by deducting from such value the reasonable estimated closing costs relating to the sale of the Property, including but not limited to brokerage commissions, title policy expenses, tax prorations, escrow fees, and other common charges which are incurred by a seller of property.

Grantor shall pay the costs of any appraisals and other expenses incurred in connection with any such determination of fair market value and/or fair value.

10. Condemnation. In the event the Property or any part thereof is taken under the power of eminent domain, the entire award or payment in lieu of condemnation, to the full extent of the indebtedness secured hereby (subject to payments under the Senior Deeds of Trust), shall be paid to Beneficiary and applied toward reimbursement of all of Beneficiary's costs and expenses incurred in connection with collecting such award or payment, and all or any portion of the balance, at Beneficiary's option, to the indebtedness due or to become due under the Notes, to satisfy any other Secured Obligation or to repair or restore the Property. Beneficiary is hereby empowered in the name of Grantor to receive, and give acquittance for, any such award or payment, whether it is joint or several; provided, however, that Beneficiary shall not be held responsible for failure to collect any such award or payment, regardless of the cause of such failure. Application by Beneficiary of any condemnation proceeds toward payment of any principal and interest due or to become due under the Notes shall not excuse Grantor from making any regularly scheduled payments due thereunder, nor shall such application extend or reduce the amount of such payments.

11. Assignment of Rents, Income, and Profits. Subject to the interests of Senior Lender, as additional security for the due and punctual performance and observance of the Secured Obligations and subject to the interest of Senior Lender, Grantor assigns, transfers, and sets over unto Beneficiary, all the rents, issues, profits, and income under all leases or occupancy agreements or arrangements, however evidenced or denominated, upon or affecting the Property (including any extensions, amendments, or renewals thereof), whether such rents, issues, profits, and income are due or are to become due, including all such leases in existence or coming into existence during the period this Deed of Trust is in effect. This Deed of Trust shall run with the land and be good and valid as against Grantor and those claiming by, under, or through Grantor, from the date of recording of this Deed of Trust. This Deed of Trust shall continue to be operative during the foreclosure or any other proceedings taken to enforce this Deed of Trust. In the event of a foreclosure sale which results in a deficiency, this Deed of Trust shall stand as security during the redemption period for the payment of such deficiency. This Deed of Trust is given as collateral security only and does not and shall not be construed as obligating Beneficiary to perform any of the covenants or undertakings required to be performed by Grantor in any leases.

Prior to any Event of Default and subject to the interest of Senior Lender, Grantor shall collect and receive all rents for the benefit of Beneficiary and Grantor. Subject to the interest of Senior Lender, Grantor shall apply the rents first to the payment of taxes, assessments, and other charges on the Property, second to the costs of insurance, maintenance and repairs required under this Deed of Trust, third to the costs of discharging the obligations of Grantor under any leases, and fourth to the Secured Obligations then due and payable, with the balance, if any, for the account of Grantor. Upon Beneficiary's delivery of written notice to Grantor of an Event of Default stating that Beneficiary is exercising its rights to the rents, and without the necessity of Beneficiary or a receiver taking control of the Property, Grantor shall, subject to the interest of Senior Lender, pay to Beneficiary all rents then held or subsequently collected by Grantor, and direct each tenant to pay all future rents to Beneficiary. Subject to the interest of Senior Lender, Grantor appoints Beneficiary as Grantor's attorney-in-fact to make such direction to tenants upon Grantor's failure to do so. Grantor agrees that all payments made to Beneficiary by any tenant shall be in full discharge of the tenant's obligations to Grantor.

After any Event of Default and subject to the interest of Senior Lender, Grantor appoints Beneficiary as Grantor's attorney-in-fact to take full control of the Property and perform all acts necessary and appropriate for the development, operation and maintenance of the Property, including (i) the execution, enforcement, cancellation, or modification of any lease, (ii) the collection of rents, (iii) the removal and eviction of tenants, (iv) the making of alterations, repairs and/or improvements to the Property, and (v) the execution and termination of contracts providing for development, management or maintenance of the Property, all on such terms as Beneficiary deems appropriate in its sole discretion to protect the security of this Deed of Trust. After an Event of Default, Grantor agrees that Beneficiary shall be entitled to the appointment of a receiver, regardless of the adequacy of Beneficiary's security. Grantor waives any right to notice of any application for a receiver, it being intended that Beneficiary may seek the appointment of a receiver ex parte. The receiver shall serve without bond and may be Beneficiary or an employee or agent of Beneficiary. The receiver shall have, in addition to all the rights and powers customarily given to and exercised by receivers, all the rights and powers granted to Beneficiary in this Section. Beneficiary or the receiver shall receive a reasonable fee for managing the Property. Entry upon and taking possession by a receiver other than Beneficiary shall not constitute possession by Beneficiary, and Beneficiary shall not be a "mortgagee in possession" before its actual entry upon and taking possession of the Property. Beneficiary shall not be liable to Grantor, anyone claiming under or through Grantor, or anyone having an interest in the Property by reason of anything done or left undone by Beneficiary under this Section.

All rents collected after the delivery of written notice to Grantor (unless collected by Senior Lender) of an Event of Default shall be applied first to the costs of managing the Property and collecting the rents; including attorneys' fees, receiver's fees and costs,

costs of maintenance and repairs to the Property, premiums on insurance policies, taxes, assessments, and other charges on the Property, and the costs of discharging the obligations of Grantor under the leases. All remaining rents shall be applied to the other Secured Obligations in such order of priority as Beneficiary may determine in its sole discretion. To the extent the costs of managing the Property, collecting the rents and discharging the obligations of Grantor under the leases exceed the rents collected, the excess costs shall be payable by Grantor upon demand, together with interest from the date of payment at the Default Rate.

Beneficiary shall at no time have any obligation whatever to attempt to collect rent from any tenant or occupier of the Property notwithstanding that such tenants and occupiers may not be paying rent to either Grantor or Beneficiary. Further, Beneficiary shall at no time have any obligation whatever to enforce any other obligations owed by tenants or occupiers of the Property to Grantor.

Grantor shall at no time collect advance rent under any lease upon, affecting or pertaining to the Property or any part thereof in excess of one month (other than as a security deposit) and Beneficiary shall not be bound in any respect by any rent prepayment made or received in violation of the terms hereof.

Each power of attorney granted pursuant to this paragraph shall be deemed a power coupled with an interest and irrevocable.

12. Attorneys' Fees and Expenses. Grantor shall reimburse Beneficiary for all costs, including reasonable attorneys' fees, incurred by Beneficiary in enforcing any of its rights or remedies on account of a default and/or an Event of Default under this Deed of Trust. Grantor shall reimburse Beneficiary for all costs, including reasonable attorneys' fees, incurred by Beneficiary in case Beneficiary becomes a party, either as plaintiff or defendant, to any legal proceedings in relation to the Property or the lien granted hereby. Payment of such sums shall be secured hereby and shall be payable upon demand with interest from the date of each advance to the date of payment at the Default Rate.

13. Additional Documents and Security Agreement. Grantor shall execute, acknowledge, and deliver any and all such further conveyances, documents, mortgages, and assurances as Beneficiary may reasonably require for accomplishing the purposes hereof, including financing statements required by Beneficiary to protect its interest under the provisions of the Washington Uniform Commercial Code, as amended, forthwith upon the written request of Beneficiary. Beneficiary may execute, record, file, rerecord, and refile any and all such documents for and in the name of Grantor and Grantor hereby irrevocably appoints Beneficiary as agent and attorney-in-fact of Grantor for the foregoing purposes. This instrument is intended by the parties to be, and shall be construed as, a security agreement, as that term is defined and used in Revised Article 9 of the Washington Uniform Commercial Code, as amended, and shall grant to Beneficiary a security interest in that portion of the Property with respect to which a

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Deed of Trust – 2500 and 2510 Cederdale – Mount Vernon, Washington

security interest can be granted under Revised Article 9 of the Washington Uniform Commercial Code, as amended, which security interest shall also include a security interest in all tangible and intangible personal property, including without limitation, to the extent of Grantor's present or future interest and subject to the limitations set forth in Section 14 below, all licenses, permits, and general intangibles now or hereafter located upon the Property, or related to or used or usable in connection with any present or future operation upon such property, and a security interest in the proceeds of all insurance policies now or hereafter covering all or any part of such collateral.

14. Other Contracts. Subject to the interest of Senior Lender, Grantor hereby assigns to Beneficiary, as further security for the indebtedness secured hereby, Grantor's interest in all agreements, plans, specifications, drawings, contracts (including contracts for the lease or sale of the Property or any portion thereof), licenses, and permits affecting the Property. Such assignment shall not be construed as a consent by Beneficiary to any agreement, contract, license, or permit so assigned, or to impose upon Beneficiary any obligations with respect thereto. Grantor shall not cancel or amend any of the agreements, contracts, licenses, and permits hereby assigned (nor permit any of the same to terminate if they are necessary or desirable for the operation of the Property) without first obtaining, on each occasion, the written approval of Beneficiary; provided, however, that the change of a subcontractor or change to a contract that does not materially affect the operation of the Property shall not require Beneficiary's prior written approval. This Section shall not be applicable to any agreement, contract, license, or permit that terminates if it is assigned without the consent of any party thereto (other than Grantor) or issuer thereof, unless such consent has been obtained or this Deed of Trust is ratified by such party or issuer; nor shall this Section be construed as a present assignment of any contract, license or permit that Grantor is required by law to hold in order to operate the Property for the purposes intended.

15. Notices. All notices hereunder shall be deemed to have been duly given if mailed by United States registered or certified mail (return receipt requested and postage prepaid), sent by a reputable overnight delivery service, or personally delivered to the parties at the addresses set forth on page one of this Deed of Trust (or at such other addresses as shall be given in writing by any party to the other), and shall be deemed complete upon any such mailing, sending or delivery.

16. Successors and Assigns. All of the covenants and conditions hereof shall run with the land and shall be binding upon the successors and assigns of Grantor, and shall inure to the benefit of the successors and assigns of Beneficiary.

17. No Waiver. No waiver by Beneficiary of any right or remedy granted hereunder shall affect or extend to any other right or remedy of Beneficiary hereunder, nor affect the subsequent exercise of the same right or remedy by Beneficiary for any

further or subsequent default by Grantor hereunder, and all such rights and remedies of Beneficiary hereunder are cumulative. Time is of the essence.

18. Controlling Law and Severance. This Deed of Trust shall be construed in each and every respect in accordance with the laws of the State of Washington. In the event any provision herein should be held unenforceable by a court of competent jurisdiction, such court is hereby authorized to amend such provision so that it will be enforceable to the fullest extent permitted by law, and all remaining provisions shall continue in full force without being affected, impaired, or invalidated thereby in any way.

Grantor acknowledges and agrees that this document constitutes, among others, four (4) separate agreements: a Deed of Trust, a Security Agreement, an Assignment of Leases and Rents and a UCC fixture filing, each of which may be construed and enforced independently of the others even though the provisions hereof are common to all.

19. Jury Trials. It is mutually agreed by Grantor and Beneficiary that they each waive trial by jury in any action, proceeding, or counterclaim brought by either of them against the other on any matter whatsoever arising out of or in any way connected with the Notes, this Deed of Trust or the loan secured hereby.

20. Pronouns. Whenever required by the context, any pronoun used in this Deed of Trust shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plural and vice versa

21. Oral Agreements. Notice is hereby given that: **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.**

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has executed this Deed of Trust as of the date first written above.

"GRANTOR"

BRIM PROPERTIES, L.L.C.,
a Washington limited liability company

By: [Signature]

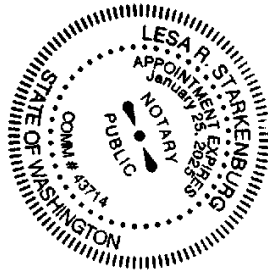
Name: G. Daniel Brim

Title: Manager

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

I certify that I know or have satisfactory evidence that G. Daniel Brim 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 BRIM PROPERTIES L.L.C., a Washington limited liability company, to be the free and voluntary act and deed of such limited liability company, for the uses and purposes mentioned in the instrument.

WITNESS my hand and official seal hereto affixed on Feb 9,
2023.



[Signature]
(Signature of Notary)
Les R Starkenburg
(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of
Washington
My Appointment Expires: 1/25/25

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Deed of Trust – 2500 and 2510 Cederdale – Mount Vernon, Washington

**EXHIBIT A
LEGAL DESCRIPTION**

For APN/Parcel ID(s): P120398 / 8043-000-002-0000 and P120399 / 8043-000-003-0000

PARCEL A:

Lot 2 of Binding Site Plan No. PL03-0071, recorded May 7, 2003, under Auditor's File No. 200305070015, records of Skagit County, Washington, and being a portion of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 29, Township 34 North, Range 4 East, W.M.

Situate in the County of Skagit, State of Washington.

PARCEL B:

Lot 3 of Binding Site Plan No. PL03-0071, recorded May 7, 2003, under Auditor's File No. 200305070015, records of Skagit County, Washington, and being a portion of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 29, Township 34 North, Range 4 East, W.M.

TOGETHER WITH all of Tract B and also that portion of Tract A of Binding Site Plan No. PL03-0071, recorded May 7, 2003, under Auditor's File No. 200305070015, records of Skagit County, Washington, and being a portion of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 29, Township 34 North, Range 4 East, W.M., lying East of the East line of Lot 4 of said Binding Site Plan, extended South to the South line of said Tract A.

Situate in the County of Skagit, State of Washington.