202306290185
06/29/2023 01:53 PM Pages: 1 of 14 Fees: $216.50
Skagit County Auditor, WA

When recorded mail to:

Celtic Bank
268 South State Street
Suite 300
Salt Lake City, UT 84111

Lien Subordination Agreement

Parcel ID: P21181/340307-4-019-0108

Abbreviated Legal: Lot(s) PTN GOV Lot 10, 7-34N-3E, W.M. (Skagit County, WA)

GRANTOR: COLEMAN OIL COMPANY, LLC

GRANTEE: CELTIC BANK, a Utah corporation

ENTRY NOS: 202212160164 AND 202212200016

Abbreviated Legal: Lot(s) PTN GOV Lot 10, 7-34N-3E, W.M. (Skagit County, WA)

LIEN SUBORDINATION AGREEMENT

THIS AGREEMENT, dated as of June 28, 2023, is between CELTIC BANK, a Utah corporation ("***Celtic Bank***"), and COLEMAN OIL COMPANY, LLC, an Idaho limited liability company (***"Coleman Oil Company"***).

Recitals

A. CELTIC BANK has a security interest in the Collateral to secure the Celtic Bank Obligations owed by NASIR LLC to Celtic Bank.

B. COLEMAN OIL COMPANY, LLC has agreed to subordinate its existing security interest in the Collateral to secure the NASIR LLC Obligations.

C. The Parties are executing this Subordination Agreement to set forth their lien priorities with respect to the Collateral.

NOW, THEREFORE, in consideration of the premises, and intending to be legally bound hereby, the Parties hereby agree as set forth below.

Agreement

1. Definitions. The terms set forth below shall have the meaning as set forth in this Section.

1.1 "***Celtic Bank First-Priority Collateral***" – the assets of the Debtor described in **Exhibit C** hereto.

1.2 "***Celtic Bank Obligations***" – the obligations of the Debtor to Celtic Bank that are now or hereafter secured by all or a portion of the Collateral.

1.3 "***Coleman Oil Company Second-Priority Collateral***" – the assets of the Debtor described in **Exhibit B** hereto.

1.5 "***Collateral***" – the assets of the Debtor described in **Exhibit A** hereto.

1.6 "***Debtor***" – NASIR LLC, a Washington limited liability company.

1.7 "***Parties***" – COLEMAN OIL COMPANY and CELTIC BANK.

2. Priority.

2.1 Notwithstanding the terms or provisions of any agreement or arrangement that either Party may now or hereafter have with the Debtor or any rule of law, and irrespective of the time, order or method of attachment or perfection of any security interest or the recordation or other filing in any public record of any financing statement, any security interest in all or any part of the Celtic Bank First-Priority Collateral now or hereafter, whether or not perfected, and any other right, title or interest in the Celtic Bank First-Priority Collateral now or hereafter held by Celtic Bank, are and shall remain senior to any security interest in all or any part of the Celtic Bank First-Priority Collateral now or hereafter existing.

2.2 Notwithstanding the terms or provisions of any agreement or arrangement that either Party may now or hereafter have with the Debtor or any rule of law, and irrespective of the time, order or method of attachment or perfection of any security interest or the recordation or other filing in any public record of any financing statement, any security interest in all or any part of the Coleman Oil Company Second-Priority Collateral now or hereafter existing in favor of Celtic Bank, whether or not perfected, and any other right, title or interest in the COLEMAN OIL COMPANY Second-Priority Collateral now or hereafter held by Celtic Bank, are and shall remain junior to any security interest in all or any part of the Celtic Bank First-Priority Collateral now or hereafter existing.

3. Enforcement of Security Interests.

3.1 COLEMAN OIL COMPANY shall have no right to take any action with respect to the Celtic Bank First-Priority Collateral, whether by judicial or nonjudicial foreclosure, notification to the Debtor's account debtors, the seeking of the appointment of a receiver for any portion of the Celtic Bank First-Priority Collateral, or otherwise, unless and until all of the Celtic Bank Obligations have been paid in full. For purposes of this Agreement, the Celtic Bank Obligations shall not be deemed to have been paid in full until all obligations of Celtic Bank to extend credit to the Debtor have terminated and Celtic Bank has received payment of the Celtic Bank Obligations in cash.

3.2 Unless and until the Celtic Bank Obligations have been paid in full, any Celtic Bank First-Priority Collateral received by COLEMAN OIL COMPANY shall be paid to Celtic Bank on demand. COLEMAN OIL COMPANY will provide written notice to Celtic Bank within three business days of receipt of any Celtic Bank First-Priority Collateral, or proceeds thereof, by COLEMAN OIL COMPANY.

3.3 At all times, including prior to an event of default and in the event of commencement of foreclosure, seizure of assets, or other collection of Collateral following an event of default, under a Party's loan documents, the Parties' will cooperate in the exercise of their respective rights and/or remedies; provided, however, that subject to the other provisions of this Agreement, each Party shall have the exclusive right to sell, transfer or otherwise dispose of its respective First-Priority Collateral or exercise any other right and/or remedy with respect thereto as provided in its loan documents or by applicable law in the manner deemed appropriate by such Party, in each case, without any consultation with, consent from, or notice to the other Party. If any

Party with respect to its First-Priority Collateral releases its security interest, right, title or interest in such collateral, then the other Party's security interest, right, title or interest in such collateral shall be automatically, unconditionally and simultaneously released, and such other Party promptly shall execute and deliver to the First-Priority Collateral holder such termination or amendment statements, releases and other documents as such holder may request to effectively confirm such release. In furtherance of the foregoing, no Party will hinder such other Party's actions in enforcing its rights and/or remedies with respect to its First-Priority Collateral; provided, however, nothing contained herein shall be deemed to prohibit a Party from intervening or participating in any judicial, foreclosure or bankruptcy proceeding or action to the extent necessary to establish or preserve its respective security interest, right, title or interest, or the value and treatment of its First-Priority Collateral (such as for adequate protection purposes).

4. Representations and Covenants.

4.1 COLEMAN OIL COMPANY represents and warrants, or covenants (as applicable), to CELTIC BANK as set forth below.

(a) COLEMAN OIL COMPANY hereby subordinate the CELTIC BANK Obligations, or the security interest securing the same, to the obligations or security interest of any other person or entity.

(c) COLEMAN OIL COMPANY will not, at any time while this Agreement is in effect, sell, transfer, pledge, assign, hypothecate or otherwise dispose of any or all the CELTIC BANK Obligations to any person or entity other than one that agrees in a writing, satisfactory in form and substance to CELTIC BANK, to become a party to this Agreement and to succeed to the rights, and be bound by all the obligations, of COLEMAN OIL COMPANY hereunder. In the case of any such disposition by COLEMAN OIL COMPANY, it will notify CELTIC BANK at least (10) ten days prior to the date of any such intended disposition.

5. UCC Notices. In the event that either Party is required by the Uniform Commercial Code or any other applicable law to give any notice to the other Party, such notice shall be given to such other Party at the appropriate address specified on the signature page hereof (or to such other address with respect to which notice has been given hereunder), and five (5) days' notice shall be conclusively deemed to be commercially reasonable.

6. Benefits of This Agreement. This Agreement is solely for the benefit of and shall bind the Parties and their respective successors and assigns, and no other person or entity shall have any right, benefit, priority or interest hereunder.

7. Modification. This Agreement shall be subject to modification only in writing, signed by the Parties.

8. Term. This Agreement shall continue so long as both Parties have a security interest in all or a portion of the Collateral.

9. Enforcement. In the event that either Party retains counsel to enforce its rights

hereunder, the prevailing Party shall recover its attorneys' fees and expenses.

10. Waiver.

13.1 No delay or failure of either Party in exercising any right, power or remedy under this Agreement shall affect or operate as a waiver of such right, power or remedy, nor shall any single or partial exercise of any such right, power or remedy preclude, waive or otherwise affect any other or further exercise thereof or the exercise of any other right, power or remedy.

13.2 Any waiver, consent or approval of any kind by either Party, or any notice of breach or default under this Agreement, shall be ineffective unless in writing and shall be effective only to the extent set forth in such writing.

14. Obligations Hereunder Not Affected. All rights and interests of the Parties under this Agreement, and all agreements and obligations of the Parties under this Agreement, shall remain in full force and effect irrespective of the following:

This Agreement shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any of the CELTIC BANK Obligations is rescinded or must otherwise be returned by CELTIC BANK, or any payment of any of the COLEMAN OIL COMPANY Obligations is rescinded or must otherwise be returned by COLEMAN OIL COMPANY, in either case upon the insolvency, COLEMAN OIL COMPANY Bankruptcy or reorganization of the Debtor or otherwise, all as though such payment had not been made.

15. Choice of Law. THIS AGREEMENT AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER AND/OR EVIDENCED HEREBY SHALL BE GOVERNED BY, CONSTRUED UNDER AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF WASHINGTON.

17. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

The parties hereto have caused this Agreement to be duly executed and delivered by their respective officers or representatives thereunto duly authorized as of the date first written above.

CELTIC BANK

By: Bradley C Bybee
Name: Bradley C. Bybee
Title: CLO

268 S State Street,
Salt Lake City, UT 84111
Fax No.: 801-384-3060
Attention: JoAnne Robinson

State of Utah)
) ss
County of Salt Lake)

On June 28th, 2023 before me,

Brittany Anne Cottam (name of notary) personally appeared

Bradley C. Bybee, (name of bank signor) who proved to me on the basis of satisfactory evidence to the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY that the foregoing paragraph is true and correct.

Signature Brittany Anne Cottam

Seal

BRITTANY ANNE COTTAM
Notary Public
State of Utah
My Commission Expires March 6, 2026
Commission Number 699357

COLEMAN OIL COMPANY, LLC

By: ______________________

Name: Ian M. Coleman

Title: President

Address: P.O. Box 1308
Lewiston, ID 83501

Fax No.: 208-799-2008

Attention: __________

State of Idaho)
) ss
County of Nez Perce)

On June 27th, 2023 before me,
Cathy Jo Witters (name of notary) personally appeared
Ian M. Coleman, (name of bank signor) who proved to me on the basis of satisfactory evidence to the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY that the foregoing paragraph is true and correct.

Signature ______________________

Seal

CATHY JO WITTERS
Notary Public - State of Idaho
Commission Number 20213472
My Commission Expires Jul 26, 2027

EXHIBIT A

COLLATERAL

All of the Debtor's right, title and interest in and to the following, whether now owned or hereafter acquired, whether now or hereafter existing and wherever located:

All Fixtures; whether any of the foregoing is owned now or acquired later; all accessions, additions, replacements, and substitutions relating to any of the foregoing; all records of any kind relating to any of the foregoing; all proceeds relating to any of the foregoing (including insurance, general intangibles and accounts proceeds)

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12/16/2022 03:16 PM Pages: 1 of 3 Fees: $205.50
Skagit County Auditor, WA

EXHIBIT B

After Recording Mail to:
Coleman Oil Company, LLC
Cathy Jo Witters
P.O. Box 1308
Lewiston, ID 83501

FIXTURE FILING

This financing statement is presented to Filing Officer for filing pursuant to Uniform Commercial Code sections 9-313, 9-402, and 9-408.

Name of Debtor:	Nasir LLC
Address:	13751 32nd Ave NE, Apt 310, Seattle, WA 98125-3658
Name of Real Property Owner:	Nasir LLC
Address:	13751 32nd Ave NE, Apt 310, Seattle, WA 98125-3658
Name of Secured Party:	Coleman Oil Company, LLC
Address:	PO Box 1308, Lewiston, ID 83501 (mailing address) 335 Mill Road, Lewiston, ID 83501 (physical address)

Abbreviated Legal: Lot(s) PTN Gov Lot 10, S7, T34N, R3EWM (Skagit County, WA)
Skagit County Tax Parcel: P21181 / 340307-4-019-0108

1. This financing statement covers the following items of property: All equipment, and fixtures, whether any of the foregoing is owned now or acquired later; all accessions, additions, replacements, and substitutions relating to any of the foregoing; all records of any kind relating to any of the foregoing; all proceeds related to any of the foregoing (including insurance, general intangibles and accounts proceeds); including but not limited to, fuel dispensing equipment; fuel storage tanks, plumbing and monitoring equipment; fuel island canopy; retail motor fueling and convenience store fixtures, for the business commonly known as "LaConner Road Shell" located at 13725 LaConner Whitney Road, Mount Vernon, WA 98273.

2. The real estate herein concerned is more fully described as situate in Skagit County, Washington:

DR19: DK 12: THAT PORTION OF THE WEST 500 FEET (AS MEASURED ALONG THE SOUTH LINE) OF GOVERNMENT LOT 10, SECTION 7, TOWNSHIP 34 NORTH, RANGE 3 EAST, W.M.,

LYING SOUTHERLY OF THAT CERTAIN TRACT OF LAND DESCRIBED AS ITEM NO.2 IN JUDGMENT AND DECREE OF APPROPRIATION ENTERED AUGUST 6, 1971 IN SKAGIT COUNTY SUPERIOR COURT CAUSE NO. 31913, SAID CAUSE OF ACTION WAS TO CONDEMN SAID LANDS FOR SR 536, MARCH POINT ROAD TO FREDONIA. EXCEPT FROM THE ABOVE, THE COUNTY ROAD, AND EXCEPT THAT PORTION CONDEMNED BY DRAINAGE DISTRICT NO. 19, BY DECREE DATED DECEMBER 4, 1922 IN SKAGIT COUNTY SUPERIOR COURT CAUSE NO. 8889

and this fixture filing statement is to be filed (for record) in the real estate records office of said Skagit County, Washington. Debtor is the owner of the real property.

3. This document covers fixtures loaned by, leased by, or financed by the Secured Party. The Debtor's obligations with respect to the fixture are more fully set forth in the Security Agreement executed by the Debtor in favor of the Secured Party.

Debtor and Real Property Owner:
Nasir LLC

By: Naris A. Kengi
Printed Title: Member

Debtor and Real Property Owner:
Kirpaa Karahu LLC

By: Karam S. Daloush
Printed Title: Member

Notary Acknowledgement - LLC

State of WA)
: ss.
County of King)

On this 1st day of, December, in the year 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared Naris A. Kengi, known to me to be the authorized Manager / Member of the LLC that executed the instrument or the person who executed the instrument on behalf of said LLC, and acknowledged to me that such LLC executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year in this certificate first above written.

SANG I CHAE
Commission Expires 02-04-2024
NOTARY PUBLIC
License Number 67157
STATE OF WASHINGTON

Notary Public in and for the State of
Residing at

My Commission Expires: 2-4-24

Notary Acknowledgement - LLC

State of WA)
: ss.
County of King)

On this 1st day of, December, in the year 2022 before me, the undersigned, a Notary Public in and for said State, personally appeared Karam S. Daloush, known to me to be the authorized Manager / Member of the LLC that executed the instrument or the person who executed the instrument on behalf of said LLC, and acknowledged to me that such LLC executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year in this certificate first above written.

SANG I CHAE
Commission Expires 02-04-2024
NOTARY PUBLIC
License Number 67157
STATE OF WASHINGTON

Notary Public in and for the State of
Residing at

My Commission Expires: 2-4-24

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12/20/2022 12:00 PM Pages: 1 of 3 Fees: $205.50
Skagit County Auditor, WA

[redacted]

EXHIBIT C

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
Name: Wolters Kluwer Lien Solutions Phone: 800-331-3282 Fax: 818-662-4141

B. E-MAIL CONTACT AT FILER (optional)
uccfilingreturn@wolterskluwer.com

C. SEND ACKNOWLEDGMENT TO: (Name and Address) 15331 - CELTIC BANK

Lien Solutions
P.O. Box 29071
Glendale, CA 91209-9071

90430729
WAWA
FIXTURE

File with: Skagit, WA

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME				
NASIR LLC				
OR 1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
13725 LaConner Whitney Road	Mount Vernon	WA	98273-4716	USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
LA CONNER ROAD SHELL				
OR 2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
13725 LaConner Whitney Road	Mount Vernon	WA	98273-4716	USA

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME				
Celtic Bank Corporation				
OR 3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
268 S. State St., Ste 300	Salt Lake City	UT	84111	USA

4. COLLATERAL: This financing statement covers the following collateral:
APN: P21181/340307-4-019-0108
Abbreviated Legal Description:The Land referred to herein is situated in the County of Skagit, State of Washington THAT PORTION OF THE WEST 500 FEET (AS MEASURED ALONG THE SOUTH LINE) OF GOVERNMENT LOT 10, SECTION 7, TOWNSHIP 34 NORTH, RANGE 3 EAST, W.M.

All Fixtures; whether any of the foregoing is owned now or acquired later; all accessions, additions, replacements, and substitutions relating to any of the foregoing; all records of any kind relating to any of the foregoing; all proceeds relating to any of the foregoing (Incuding insurance, general intangibles and accounts proceeds)

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box: ☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box: ☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:
90430729 15019508 15019509

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here ☐

9a. ORGANIZATION'S NAME
NASIR LLC

OR

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a. ORGANIZATION'S NAME

OR

10b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX

10c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

11. ☐ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

13. ☒ This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT:
☐ covers timber to be cut ☐ covers as-extracted collateral ☒ is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):

16. Description of real estate:
Parcel ID:
P21181/340307-4-019-0108

Exhibit A

17. MISCELLANEOUS: 90430729-WA-57 15331 - CELTIC BANK Celtic Bank Corporation File with: Skagit, WA 15019508 15019509

EXHIBIT A

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

THAT PORTION OF THE WEST 500 FEET (AS MEASURED ALONG THE SOUTH LINE) OF GOVERNMENT LOT 10, SECTION 7, TOWNSHIP 34 NORTH, RANGE 3 EAST, W.M., LYING SOUTHERLY OF THAT CERTAIN TRACT OF LAND DESCRIBED AS ITEM NO. 2 IN JUDGMENT AND DECREE OF APPROPRIATION ENTERED AUGUST 6, 1971 IN SKAGIT COUNTY SUPERIOR COURT CAUSE NO. 31913, SAID CAUSE OF ACTION WAS TO CONDEMN SAID LANDS FOR SR 536, MARCH POINT ROAD TO FREDONIA.

EXCEPT COUNTY ROAD ALONG THE WEST LINE THEREOF AND ALSO EXCEPT ANY PORTION LYING WITH THE RIGHT-OF-WAY OF DRAINAGE DISTRICT NO. 19 AS DELINEATED ON THE FACE OF SURVEY RECORDED AS SKAGIT COUNTY AUDITOR'S FILE NO. 9605140100.

SITUATE IN SKAGIT COUNTY, WASHINGTON.

13725 LaConner Whitney Rd
Mount Vernon WA 98273

APN: P21181/340307-4-019-0108