

WHEN RECORDED RETURN TO:
Alston, Courtnage & Bassetti LLP
600 University Street, Suite 2310
Seattle, WA 98101
Attn: Andrew B. Bassetti

Land Services USA WAF25-5058
GNW 25-24542

DEED OF TRUST

Grantor: 1. Kuhnlein, Peter
2. Kuhnlein, Lisa

Grantee/Trustee: First American Title Insurance Company

Grantee/Beneficiary: Ernst Göhner Foundation

Abbreviated. Legal: Section 15, Township 34 North, Range 1 East - SW NE & NW SE

Tax Parcel No.: P19510/340115-1-007-0003

THIS DEED OF TRUST, made this 7th day of NOVEMBER, 2025, is by **PETER KUHNLEIN** and **LISA KUHNLEIN**, a married couple ("**Grantor**"), whose address is 3686 Green Cliffs Road, Anacortes, WA 98221; to **FIRST AMERICAN TITLE INSURANCE COMPANY** ("**Trustee**"), whose address is 920 5th Avenue, Suite 1250, Seattle, Washington 98104; for the benefit of **ERNST GÖHNER FOUNDATION**, a foundation established and organized under the laws of Switzerland ("**Beneficiary**"), whose address is Artherstrasse 19, 6300 Zug, Switzerland 3608.

Grantor hereby grants, sells and conveys to Trustee in trust, with power of sale, for the benefit of Beneficiary, that certain real property situated in Skagit County, Washington, more particularly described in Exhibit A attached (the "**Property**"), together with all the tenements, hereditaments, and appurtenances now or hereafter thereunto belonging or in any wise appertaining, and the rents, issues, and profits thereof.

THE PROPERTY IS NOT USED PRINCIPALLY FOR AGRICULTURAL PURPOSES,

This Deed of Trust is for the purpose of securing performance of each agreement of Grantor in this Deed of Trust, and payment of the sum of **One Million Fifty Thousand and**

00/100 Dollars (\$1,050,000.00 U.S.), with interest, in accordance with the terms of a Loan Agreement dated as of Nov. 5th, 2025 (the "**Loan Agreement**"), between Grantor and Beneficiary, and all renewals, modifications, and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantor pursuant to this Deed of Trust or the Loan Agreement, or any of their successors or assigns, together with interest thereon at the rate set forth in the Loan Agreement. Capitalized terms used in this Deed of Trust and not defined shall have the meanings given to them in the Loan Agreement.

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; and to keep the Property free and clear of all other charges, liens, or encumbrances.
3. To keep all buildings now or hereafter erected on the Property continuously insured against loss by fire or other hazards in an amount not less than the total debt secured by this Deed of Trust. All policies will be procured and maintained by Grantor, with Beneficiary as an additional insured, 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. Grantor shall deliver copies of all policies to Beneficiary when requested by Beneficiary. The amount collected under any insurance policy may be applied upon any indebtedness secured by this Deed of Trust in such order as the Beneficiary determines. Such application by the Beneficiary will not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of the Grantor in insurance policies then in force will pass to the purchaser at the foreclosure sale.
4. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses, including the cost of title search and attorneys' 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 be solely responsible for and to defend, indemnify and hold Beneficiary harmless from and against any and all claims, costs, damages, lawsuits, penalties, liens, losses and/or liabilities, including attorneys' fees and costs, arising out of or in connection with removal, cleanup and restoration work in connection with any environmental contamination of the Property.
6. 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 by this Deed of Trust and Trustee's and attorneys' fees actually incurred, as provided by statute.

7. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances, or other charges against the Property, Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the Loan Agreement, will be added to and become a part of the debt secured in this Deed of Trust.

IT IS MUTUALLY AGREED THAT:

1. If any portion of the Property is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion as may be necessary to fully satisfy the obligation secured by this Deed of Trust, will be paid to Beneficiary to be applied to that obligation.

2. By accepting payment of any sum secured by this Deed of Trust after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare an Event of Default for failure to pay.

3. The Trustee will reconvey all or any part of the Property 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 by this Deed of Trust or in the performance of any agreement contained in this Deed of Trust or the Loan Agreement, all sums secured by this Deed of Trust will immediately become due and payable at the option of the Beneficiary. In such event and upon written request of Beneficiary, Trustee will sell the 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 will apply the proceeds of the sale as follows: (a) to the expense of the sale, including a reasonable trustee's fee and attorneys' fees; (b) to the obligation secured by this Deed of Trust; and (c) the surplus, if any, will be distributed to the persons entitled thereto.

5. Trustee will deliver to the purchaser at the sale its deed, without warranty, which will 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 Grantor may have acquired thereafter. Trustee's deed will 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 will be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchaser and encumbrancers for value.

6. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive remedy; Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage or exercise any other remedies available to Beneficiary at law or in equity.

7. In the event of death, incapacity, 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 will be vested with all powers of the original trustee. The Trustee is not obligated to notify any party to this Deed of Trust of pending sale under any other Deed of Trust or of an action or proceeding in which Grantor, Trustee, or Beneficiary is 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 to this Deed of Trust, but on their heirs, devisees, legatees, administrators, executors, and assigns. The term Beneficiary means the holder and owner of the rights and obligations of the Beneficiary under the Loan Agreement, whether or not named as Beneficiary in this Deed of Trust.

9. The Loan Agreement contains certain restrictions on the transfer of the Property which are incorporated into this Deed of Trust by this reference.

10. This Deed of Trust and the Loan Agreement were negotiated in the country of Switzerland. The "Loan" (as defined in the Loan Agreement) was made by Beneficiary and accepted by Grantor in the country of Switzerland, which country the parties agree has a substantial relationship to the parties and to the underlying transaction embodied hereby and in the Loan Agreement, and in all respects, including matters of construction, validity and performance, this Deed of Trust and the Loan Agreement, and the obligations arising hereunder and thereunder, shall be governed by and construed in accordance with the substantive laws of Switzerland applicable to contracts made and performed in Switzerland, excluding its conflict of laws principles. Grantor hereby unconditionally and irrevocably (a) waives any claim to assert that the law of any other jurisdiction govern this Deed of Trust or the Loan Agreement and (b) agrees this Deed of Trust and the Loan Agreement shall be governed by and construed in accordance with the laws of the country of Switzerland; provided, however, the provisions for the creation, perfection, and enforcement of the liens and security interests created pursuant to this Deed of Trust shall be governed by and construed according to the laws of the state of Washington.

[Signature page follows.]

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

GRANTOR:

Peter Kuhnlein

Peter Kuhnlein

STATE OF Alaska)
) ss.
COUNTY OF Aleutians West)

On this day personally appeared before me **Peter Kuhnlein**, to me known to be the persons described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

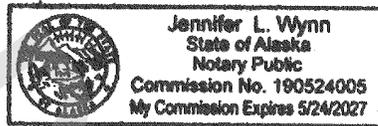
Given under my hand and official seal this 7 day of Nov, 2025.

Name: Jennifer L. Wynn
NOTARY PUBLIC in and for the State of Alaska
residing in Dutch Harbor AK
My commission expires 5-24-2027

GRANTOR:

Lisa Kuhnlein

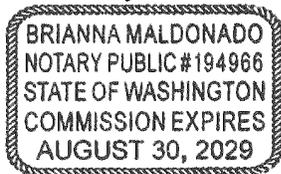
Lisa Kuhnlein



STATE OF WASHINGTON)
) ss.
COUNTY OF KING - SKAGIT)

On this day personally appeared before me **Lisa Kuhnlein**, to me known to be the persons described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 11 day of November, 2025.



Name: Brianna Maldonado
NOTARY PUBLIC in and for the State of
Washington residing in Angier WA 98221
My commission expires 08/30/2029

EXHIBIT A
Legal Description

The real property situated in the County of Skagit, State of Washington, and is described as follows:

The South 11 acres of the North 16 acres of the East Half of the Southwest Quarter of the Northeast Quarter of Section 15, Township 34 North, Range 1 East of the Willamette Meridian;

EXCEPT road right-of-way;

AND EXCEPT the North 410 feet thereof;

ALSO the East Half of the Southwest Quarter of the Northeast Quarter of Section 15, Township 34 North, Range 1 East of the Willamette Meridian;

EXCEPT the North 16 acres thereof;

ALSO EXCEPT road right-of-way; ALSO the North 55 feet of the East Half of the Northwest Quarter of the Southeast Quarter of Section 15, Township 34 North, Range 1 East of the Willamette Meridian;

EXCEPT from the above described tracts that portion thereof conveyed to Skagit County for road purposes by Deed dated December 10, 1970, recorded December 11, 1970, under Auditor's File No. 746656, records of Skagit County, Washington;

ALSO EXCEPT from all of the above that portion thereof lying within the boundaries of the following described tract:

Commencing at the East Quarter corner of said Section 15 from which the Northeast corner of said Section bears North 3°05'43" West; thence North 89°07'04" West along the East/West center of said Section, a distance of 1,375.35 feet to the Southeast corner of the Southwest Quarter of the Northeast Quarter and the true point of beginning; thence South 0°26'55" East along the East line of the Northwest Quarter of the Southeast Quarter a distance of 55.02 feet, to a point which is 55 feet South, as measured at right angles of the North line of the before mentioned Quarter section; thence North 89°07'04" West parallel with said East/West center of said Section, a distance of 241.86 feet; thence North 1°28'51" West, a distance of 463.12 feet; thence South 89°07'04" East a distance of 220.45 feet to an intersection with the West margin of County Road described in Deed under Auditor's File No. 746656, records of Skagit County, Washington; thence South 5°41'43" East along said right-of-way margin, a distance of 265.35 feet to point of curve; thence along said curve to the right having a radius of 5,699.58 feet, through a central angle of 0°15'17" an arc distance of 25.33 feet to an intersection with the East line of the Southwest Quarter of the Northeast Quarter of said Section 15; thence South 1°59'50" East along said East line a distance of 119.11 feet to the true point of beginning.

Situated in Skagit County, Washington.

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- 7 -

DEED OF TRUST V1