

SUBDIVISION

Issued By:



Fidelity National Title
Insurance Company

Guarantee/Certificate Number:

24000572-SC

FIDELITY NATIONAL TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

80th Avenue Professional Center, LLC and RGM Commercial Real Estate

herein called the Assured, against actual loss not exceeding the liability amount stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurance herein set forth, but in no event shall the Company's liability exceed the liability amount set forth in Schedule A.

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

Fidelity National Title Insurance Company

By:

Michael J. Nolan, President

Fidelity National Title Company of Washington, Inc.
600 University Street, Suite 2424
Seattle, WA 98101

Countersigned By:

Joe Knipp
Authorized Officer or Agent



Attest:

Marjorie Nemzura, Secretary

| ISSUING OFFICE: | | |
|---|--|--|
| Title Officer: Marc Wise Fidelity National Title Company of Washington, Inc. 600 University Street, Suite 2424 Seattle, WA 98101 Phone: 2062626291 Fax: 206-262-6292 Main Phone: (206)628-2822 Email: Marc.Wise@fnf.com | | |

SCHEDULE A

| Liability | Premium | Tax |
|------------|----------|---------|
| \$1,000.00 | \$750.00 | \$76.88 |

Effective Date: March 19, 2024 at 08:00 AM

The assurances referred to on the face page are:

That, according to those public records which, under the recording laws, impart constructive notice of matter relative to the following described property:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Title to said real property is [vested in:](#)

80th Avenue Professional Center L.L.C., a Washington limited liability company, which acquired title as 80th Avenue Professional Center LLC

subject to the matters shown below under Exceptions, which Exceptions are not necessarily shown in the order of their priority.

END OF SCHEDULE A

EXHIBIT "A"
Legal Description

LOTS 9, 10, 11, 12, 13, 14, AND 15, BLOCK 4, MERCER PARK, ACCORDING TO THE PLAT THEREOF, RECORDED IN [VOLUME 8 OF PLATS, PAGE 27](#), IN KING COUNTY, WASHINGTON;

EXCEPT THE NORTH 12 FEET OF LOT 9;

ALSO EXCEPT THAT PORTION OF LOT 15 CONVEYED TO THE CITY OF MERCER ISLAND FOR ROAD PURPOSES BY DEED RECORDED UNDER [RECORDING NUMBER 7401280480](#), DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 15;

THENCE WEST 19.5 FEET;

THENCE ON A CURVE TO THE LEFT IN A NORTHEASTERLY DIRECTION, RADIUS OF SAID CURVE BEING 19.5 FEET, AN ARC DISTANCE OF 30.63 FEET TO THE EAST LINE OF LOT 15;

THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 15, A DISTANCE OF 19.5 FEET TO THE TRUE POINT OF BEGINNING.

SCHEDULE B

GENERAL EXCEPTIONS

H. Reservations and exceptions in United States Patents or in Acts authorizing the issuance thereof

SPECIAL EXCEPTIONS

1. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

In favor of: Puget Sound Power & Light Company
Purpose: Underground electric transmission and/or distribution system
Recording Date: October 21, 1983
[Recording No.:](#) [8310210472](#)
Affects: As described therein

2. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

In favor of: Pacific Northwest Bell Telephone Company
Purpose: Underground communication lines and above ground cabinets
Recording Date: November 28, 1983
[Recording No.:](#) [8311280797](#)
Affects: As described therein

3. Common Boundary Description Agreement and the terms and conditions thereof:

Recording Date: September 1, 1989
[Recording No.:](#) [8909011316](#)
[Recording No.:](#) [8909011317](#)

4. Matters disclosed on Statutory Warranty Deed recorded under [Recording Number 9704300487](#):

ALTA Survey by M.W. Marshall, dated April 12, 1997, Job No. 3309A discloses the following:

A. a concrete walk built over the easterly property line onto the easterly adjoining lot.

B. a chain link fence in the northwesterly corner built onto the easterly adjoiner.

SCHEDULE B

(continued)

5. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2024
Tax Account No.: 545230-0420-08
Levy Code: 1031
Assessed Value-Land: \$5,520,400.00
Assessed Value-Improvements: \$353,300.00

General and Special Taxes:

Billed: \$40,428.71
Paid: \$0.00
Unpaid: \$40,428.71

6. Liability for Sewer Treatment Capacity Charges, if any, affecting certain areas of King, Pierce and Snohomish Counties. Said charges could apply to property connecting to the metropolitan sewerage facilities or reconnecting or changing its use and/or structure after February 1, 1990.
Please contact the King County Wastewater Treatment Division, Capacity Charge Program, for further information at 206-296-1450 or Fax No. 206-263-6823 or email at CapChargeEscrow@kingcounty.gov.

* A map showing sewer service area boundaries and incorporated areas can be found at:
<http://www.kingcounty.gov/services/gis/Maps/vmc/Utilities.aspx>

Unrecorded Sewer Capacity Charges are not a lien on title to the Land.

7. A deed of trust to secure an indebtedness in the amount shown below

Amount: \$2,324,000.00
Dated: July 19, 2022
Trustor/Grantor: 80th Avenue Professional Center L.L.C., a Washington limited liability company
Trustee: UPF Washington, Incorporated
Beneficiary: Washington Trust Bank
Loan No.: 750206880
Recording Date: July 27, 2022
[Recording No.:](#) [20220727001207](#)

8. Assignment of Rents and Leases:

Assigned to: Washington Trust Bank
Assigned by: 80th Avenue Professional Center L.L.C.
Recording Date: July 27, 2022
[Recording No.:](#) [20220727001208](#)

9. Any unrecorded leaseholds, right of vendors and holders of security interests on personal property installed upon the Land and rights of tenants to remove trade fixtures at the expiration of the terms.

END OF SCHEDULE B

RETURN TO:

80TH AVENUE PROFESSIONAL CENTER LLC
1842 W LAKE SAMMAMISH PKWY NE
BELLEVUE, WA 98008-3330



20040709000542

PACIFIC NW TIT WD 22 00
PAGE001 OF 004
07/09/2004 09 47
KING COUNTY, WA

STATUTORY WARRANTY DEED

Reference # (if applicable) _____ 4122

Grantor(s): FARWEST PROPERTIES MANAGEMENT LLC

Additional on Page: _____
ALAN W. RUESCH
DIANE L. RUESCH

Grantee(s): 80TH AVENUE PROFESSIONAL CENTER LLC

Additional on Page: _____

Abbreviated Legal Description: Pln Lts 9-15 - Lts 10-14, Blk 4
Mercer Park, J8 P 27

Additional on Page: _____

Assessor's Tax Parcel ID# 545230-0420-08 FILED BY PNWT
PNWT 563290-4

THE GRANTOR FARWEST PROPERTIES MANAGEMENT LLC, A WASHINGTON LIMITED LIABILITY COMPANY, as to an undivided 90% interest; and ALAN W. RUESCH AND DIANE L. RUESCH, HUSBAND AND WIFE, as to an undivided 10% interest for and in consideration of TEN DOLLARS AND OTHER VALUABLE CONSIDERATION AND AS PART OF AN IRC SECTION 1031 TAX DEFERRED EXCHANGE

in hand paid, conveys and warrants to 80TH AVENUE PROFESSIONAL CENTER LLC, A WASHINGTON LIMITED LIABILITY COMPANY

the following described real estate, situated in the County of KING State of Washington:
SEE EXHIBIT "A" ATTACHED HERETO AND A PART HEREOF.
SUBJECT TO: SEE EXHIBIT "B" ATTACHED HERETO.

Dated: July 8, 2004

Alan W. Ruesch
ALAN W. RUESCH

E2053539

07/09/2004 09 24
KING COUNTY, WA
TAX \$84,416 50
SALE \$4,742,500 0

PAGE001 OF 001

FARWEST PROPERTIES MANAGEMENT LLC

Jeffrey D. Anderson
Diane L. Ruesch
DIANE L. RUESCH

NOTARY PAGE

STATE OF WASHINGTON }
 } ss.
County of KING }

I hereby certify that I know or have satisfactory evidence that ALAN W. RUESCH AND DIANE L. RUESCH

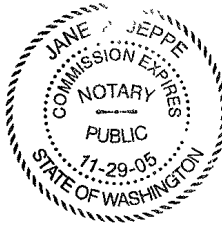
is the person(s) who appeared before me, and said person(s) acknowledged that (he, she, they) signed this instrument and acknowledged it to be (his, her, their) free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 7/8/04

Jane A Jeppe
Notary Public in and for the State of Washington

Printed Name Jane A Jeppe

Residing at Seattle
My appointment expires 11/29/05



STATE OF WASHINGTON }
 } ss.
County of KING }

I hereby certify that I know or have satisfactory evidence that Jeffrey D Anderson

is the person(s) who appeared before me, and said person(s) acknowledged that (he, she, they) signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledge it as the Manager of FARWEST PROPERTIES MANAGEMENT LLC to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: 7/8/04

Jane A Jeppe
Notary Public in and for the State of Washington

Printed Name Jane A Jeppe

Residing at Seattle
My appointment expires 11/29/05

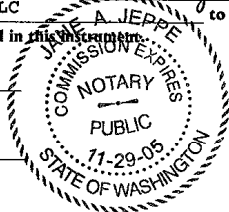


EXHIBIT A

Lots 9, 10, 11, 12, 13, 14 and 15, Block 4, Mercer Park, according to the plat thereof recorded in Volume 8 of Plats, page 27, in King County, Washington,
EXCEPT the north 12 feet of Lot 9;
AND EXCEPT that portion conveyed for road purposes under Recording Number 7401280480, described as follows.

That portion of said Lot 15, described as follows:

Beginning at the southeast corner of Lot 15;
Thence west 19 5 feet;
Thence on a curve to the left in a northeasterly direction, radius of said curve being 19.5 feet, an arc distance of 30 63 feet to the east line of Lot 15,
Thence south along the east line of said Lot 15, a distance of 19.5 feet to the TRUE POINT OF BEGINNING.

EXHIBIT "B"

SUBJECT TO.

1. EASEMENT AND THE TERMS AND CONDITIONS REFERENCED THEREIN, INCLUDING BUT NOT LIMITED TO, THE FOLLOWING:

| | |
|-------------------|---|
| GRANTEE: | Puget Sound Power & Light Company |
| PURPOSE | An underground electric transmission and/or distribution system |
| AREA AFFECTED: | Portions of said premises |
| RECORDED: | October 21, 1983 |
| RECORDING NUMBER: | 8310210472 |

2. EASEMENT AND THE TERMS AND CONDITIONS REFERENCED THEREIN, INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING:

| | |
|-------------------|--|
| GRANTEE: | Pacific Northwest Bell Telephone Company, a Washington Corporation |
| PURPOSE. | Underground communication lines and above ground cabinets |
| AREA AFFECTED: | Portion of Lot 15 |
| RECORDED: | November 28, 1983 |
| RECORDING NUMBER: | 8311280797 |

3. AGREEMENT AND THE TERMS AND CONDITIONS THEREOF.

| | |
|------------------|---|
| BY | Julian Mark and Joyce Mark, husband and wife; and Eightieth Ave. Assoc., a Washington general partnership |
| RECORDED: | September 1, 1989 |
| RECORDING NUMBER | 8909011316 |
| REGARDING: | To establish common boundary line |

4. LANDLORD, VENDOR OR MORTGAGE WAIVER AND CONSENT AND THE TERMS AND CONDITIONS THEREOF

| | |
|-------------------|----------------|
| RECORDED: | March 3, 2000 |
| RECORDING NUMBER: | 20000303000493 |

5. Matters disclosed on unrecorded survey prepared by M W. Marshall, dated April 12, 1997, Job No. 3309A as disclosed on deed recorded under Recording No. 9704300487.



7401280480

1% Excise Tax Not Required
JACK V. MCKENZIE, King Co. Comptroller

QUIT CLAIM DEED

By Melvia C. Ferry, Deputy

The Grantor, Katherine A. Fort, an ~~un~~^{xx} married woman, for and FIVE HUNDRED in consideration of ~~THREE THOUSAND~~ Eighty Dollars, hereby conveys, releases and quit claims to the City of Mercer Island, a municipal corporation of the State of Washington, for the use of the public forever, as a public road and highway, the following described King County, Washington real property, together with any interest which Grantor may hereafter acquire:

That portion of Lot 15, Block 4, Mercer Park, according to the Plat thereof, recorded in Volume 8, page 27, records of King County, Washington as follows:

Beginning at the southeast corner of Lot 15, thence west 19.5 feet, thence on a curve to the left in a northeasterly direction, radius of said curve being 19.5 feet, an arc distance of 30.63 feet to the east line of Lot 15, thence south along the east line of said Lot 15, a distance of 19.5 feet to the true point of beginning.

Dated this 17th day of December, 1973.

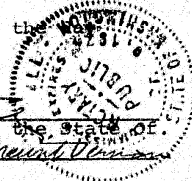
Katherine A. Fort
Katherine A. Fort

STATE OF WASHINGTON)
COUNTY OF KING) ss.

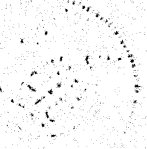
On this 17th day of December, 1973, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Katherine A. Fort, to me known to be the individual described in and who executed the foregoing instrument as her free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed this _____ day of _____, 1973 and year in this certificate above written.

Jada A. [Signature]
Notary Public in and for the State of Washington residing at Mercer Island



JAN 20 1974 00205 7101200460 - E RF 200



RECORDED

INDEXED

1974 JAN 28 AM 11 47

DIRECTOR
RECORDS & ELECTIONS
KING COUNTY, WASH.

MONTGOMERY, PUDUE, STANKINSHP & AUSTIN
1515 NORTH 84th
SEATTLE, WASH.

FILED for Record at Request

AFTER RECORDING MAIL TO:
FARWEST PROPERTIES MANAGEMENT, LLC
1051-1ST AVE. S.
SEATTLE, WA 98134

Filed for Record at Request of
First American Title Company
Escrow Number: 25025SDI

Statutory Warranty Deed

Grantor(s): 80TH AVENUE ASSOCIATES DEVELOPMENT
Grantee(s): FARWEST PROPERTIES MANAGEMENT, LLC
Abbreviated Legal: Block 4, LOT(S) 9-15 BLOCK 4 MERCER PARK VOL 8 PG 27, records
of KING County, WA
Additional legal(s) on page: 1ST AM-S
Assessor's Tax Parcel Number(s): 545230-0420-08

THE GRANTOR 80TH AVENUE ASSOCIATES DEVELOPMENT, A WASHINGTON GENERAL PARTNERSHIP for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, conveys and warrants to FARWEST PROPERTIES MANAGEMENT, LLC the following described real estate, situated in the County of KING State of Washington: SEE EXHIBIT A FOR LEGAL DESCRIPTION ATTACHED HERETO AND BY THIS REFERENCE INCORPORATED HEREIN.

SUBJECT TO: THAT CERTAIN DEED OF TRUST DATED NOVEMBER 10, 1995 BETWEEN 80TH AVENUE ASSOCIATES DEVELOPMENT GENERAL PARTNERSHIP AS GRANTOR AND U.S. BANK OF WASHINGTON AS BENEFICIARY RECORDED DECEMBER 15, 1995 UNDER RECORDING NO 9512150397 SECURING THE BEGINNING BALANCE OF \$1,150,000.00 WHICH NOTE AND DEED OF TRUST GRANTEE HEREIN ASSUMES AND AGREES TO PAY ACCORDING TO IT'S OWN TERMS AND PROVISIONS THEREIN.

ALSO SUBJECT TO: SEE EXHIBIT B ATTACHED HERETO AND BY THIS REFERENCE INCORPORATED HEREIN.

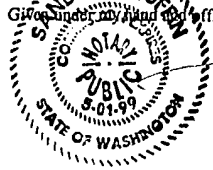
Dated this 28 day of April 1997

By 80TH AVENUE ASSOCIATES DEVELOPMENT By

By Fred Anderson, General Partner
FRED ANDERSON, GENERAL PARTNER
STATE OF Washington
County of KING

[Handwritten signatures and initials]
Kenneth L. Williams

On this 28 day of April 1997 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared *[Handwritten names]* to me known to be the individuals described in and who executed the foregoing instrument, as General partner of the 80th Avenue Associates Development Partnership, a limited Partnership, and acknowledged to me that they signed and sealed this instrument as their free and voluntary act and deed for the use and purposes therein contained and on oath stated they are authorized to execute the said instrument.



Notary Public in and for the State of Washington
Residing at *[Handwritten address]*
My appointment expires: 5-1-99
[Handwritten name]

9704300487

14.00

970430-0487 09:41:00 AM KING COUNTY RECORDS CRT SH

STATE OF WASHINGTON, }
County of KING } SS

ACKNOWLEDGMENT - Attorney in Fact

On this 28 day of April, 19 97, before me personally appeared JAMES GORMAN to me known to be the individual who executed the foregoing instrument as Attorney in Fact for JAMES E. GORMAN and acknowledged that (he/she) signed the same as (his/her) free and voluntary act and deed as Attorney in Fact for said principal for the uses and purposes therein mentioned, and on oath stated that the Power of Attorney authorizing the execution of this instrument has not been revoked and that said principal is now living and is not insane.

GIVEN under my hand and official seal the day and year last above written.



[Signature]
Notary Public in and for the State of Washington,
residing at SEATTLE

My appointment expires 8-99
SANDRA L. DUFFIN

STATE OF WASHINGTON, }
County of _____ } SS

ACKNOWLEDGMENT - Self & Attorney in Fact

On this _____ day of _____, 19 _____, before me personally appeared _____ to me known to be the individual described in and who executed the foregoing instrument for _____ self and as Attorney in Fact for _____ and acknowledged that _____ signed and sealed the same as _____ free and voluntary act and deed for _____ self and also as _____ free and voluntary act and deed as Attorney in Fact for said principal for the uses and purposes therein mentioned, and on oath stated that the Power of Attorney authorizing the execution of this instrument has not been revoked and that the said principal is now living, and is not incompetent.

GIVEN under my hand and official seal the day and year last above written.

Notary Public in and for the State of Washington,
residing at _____

My appointment expires _____

9704300487

This jurat is page _____ of _____ and is attached to _____ dated _____

STATE OF WASHINGTON, } SS. ACKNOWLEDGMENT - Individual
 County of _____

On this day personally appeared before me _____
 _____ to me known
 to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that _____
 signed the same as _____ free and voluntary act and deed, for the uses and purposes therein mentioned.


GIVEN under my hand and official seal this _____ day of _____, 19____.

 Notary Public in and for the State of Washington,
 residing at _____
 My appointment expires _____

STATE OF WASHINGTON, } SS. ACKNOWLEDGMENT - Corporate
 County of KING

On this 28 day of April, 1999, before me, the undersigned, a Notary Public in and for the State of
 Washington, duly commissioned and sworn, personally appeared KENNETH L. WILLIAMS
 _____ and _____ to me known to be the
 President and _____ Secretary, respectively, of DRY BAY FISH COMPANY
 _____ the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary
 act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that He is
 authorized to execute the said instrument and that the seal affixed (if any) is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

 _____
 Notary Public in and for the State of Washington,
 residing at Bellevue
 My appointment expires 5-1-99
SANDRA L. DUFFIN

9704300487

This jurat is page _____ of _____ and is attached to _____ dated _____.

EXHIBIT A

LOTS 9, 10, 11, 12, 13, 14, AND 15, BLOCK 4, MERCER PARK,
ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 8 OF PLATS, PAGE
27, RECORDS OF KING COUNTY, WASHINGTON;
EXCEPT THE NORTH 12 FEET OF LOT 9;
AND EXCEPT THAT PORTION CONVEYED FOR ROAD PURPOSES UNDER
RECORDING NO. 740128-0480 DESCRIBED AS FOLLOWS:

THAT PORTION OF SAID LOT 15 DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 15;
THENCE WEST 19.5 FEET;
THENCE ON A CURVE TO THE LEFT IN A NORTHEASTERLY DIRECTION,
RADIUS OF SAID CURVE BEING 19.5 FEET, AN ARC DISTANCE OF 30.63
FEET TO THE EAST LINE OF LOT 15;
THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 15, A DISTANCE OF
19.5 FEET TO THE TRUE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

9704300487

EXHIBIT B

FACILITY CHARGES, IF ANY, INCLUDING BUT NOT LIMITED TO HOOK-UP, OR CONNECTION CHARGES AND LATECOMER CHARGES FOR WATER OR SEWER FACILITIES OF THE CITY OF MERCER ISLAND AS DISCLOSED BY INSTRUMENT RECORDED DECEMBER 6, 1977 UNDER RECORDING NO. 7712060812.

DEED OF TRUST AND THE TERMS AND CONDITIONS THEREOF:

GRANTOR: 80TH AVENUE ASSOCIATES DEVELOPMENT GENERAL PARTNERSHIP
TRUSTEE: UNITED STATES NATIONAL BANK OF OREGON
BENEFICIARY: U.S. BANK OF WASHINGTON
ORIGINAL AMOUNT: \$1,150,000.00
DATED: NOVEMBER 10, 1995
RECORDED: DECEMBER 15, 1995
RECORDING NO.: 9512150397

ASSIGNMENT OF LEASES AND/OR RENTS AND THE TERMS AND CONDITIONS THEREOF:

ASSIGNOR: 80TH AVENUE ASSOCIATES DEVELOPMENT GENERAL PARTNERSHIP
ASSIGNEE: U.S. BANK OF WASHINGTON
DATED: NOVEMBER 10, 1995
RECORDED: DECEMBER 15, 1995
RECORDING NO.: 9512150398

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT:

BETWEEN: BAHRAM NOWPARAST, DDS, P.S., INC.
AND: U.S. BANK OF WASHINGTON, NATIONAL ASSOCIATION
DATED: NOVEMBER 2, 1995
RECORDED: DECEMBER 15, 1995
RECORDING NO. 9512150399

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT:

BETWEEN: DAVID JUDSON WEED, DDS
AND: U.S. BANK OF WASHINGTON, NATIONAL ASSOCIATION
DATED: NOVEMBER 2, 1995
RECORDED: DECEMBER 15, 1995
RECORDING NO. 9512150400

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT:

BETWEEN: QUALITY MANAGEMENT, INC.
AND: U.S. BANK OF WASHINGTON, NATIONAL ASSOCIATION
DATED: NOVEMBER 2, 1995
RECORDED: DECEMBER 15, 1995
RECORDING NO. 9512150402

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT:

BETWEEN: STEVE ANDERSON D.B.A. PEOPLE'S PUBLISHING COMPANY, INC.
AND: U.S. BANK OF WASHINGTON, NATIONAL ASSOCIATION
DATED: NOVEMBER 2, 1995
RECORDED: DECEMBER 15, 1995
RECORDING NO. 9512150403

9704300487

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT:

BETWEEN: OLYMPIC PHYSICAL THERAPY OF MERCER ISLAND, INC.
AND: U.S. BANK OF WASHINGTON, NATIONAL ASSOCIATION
DATED: NOVEMBER 2, 1995
RECORDED: DECEMBER 15, 1995
RECORDING NO. 9512150404

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT:

BETWEEN: GAYLE T. MC ELROY
AND: U.S. BANK OF WASHINGTON, NATIONAL ASSOCIATION
DATED: NOVEMBER 2, 1995
RECORDED: DECEMBER 15, 1995
RECORDING NO. 9512150405

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT:

BETWEEN: FRED ANDERSON, C.P.A.
AND: U.S. BANK OF WASHINGTON, NATIONAL ASSOCIATION
DATED: NOVEMBER 17, 1995
RECORDED: DECEMBER 15, 1995
RECORDING NO. 9512150406

UNRECORDED LEASEHOLD INTERESTS AS DISCLOSED BY AFFIDAVIT OF RENT ROLL DATED JANUARY 27, 1997.

- A) DAVID WEED, DDS
- B) WHIZ BANG SOFTWARE
- C) E2 EQUIPMENT
- D) PEOPLES PUBLISHING
- E) QUALITY MANAGEMENT
- F) GAYLE MCELROY
- G) BAHRAM NOWPARAST, DDS
- H) 1ST NORTHWEST ASSOC.
- I) OLYMPIC PT
- J) FRED ANDERSON, CPA

FINANCING STATEMENT

DEBTOR: OLYMPIC PHYSICAL THERAPY OF MERCER ISLAND, INC.
SECURED PARTY: KEY BANK OF WASHINGTON
RECORDING NO.: 9502240679
(AFFECTS A TENANT LEASEHOLD)

ALTA SURVEY BY M.W. MARSHALL, DATED APRIL 12, 1997, JOB NO. 3309A AND OUR PHYSICAL INSPECTION MADE JANUARY 20, 1997 DISCLOSES THE FOLLOWING EXCEPTION(S) TO THE ALTA EXTENDED OWNER'S/PURCHASER COVERAGE:

- A) POSSIBLE UNRECORDED LIEN RIGHTS AND LEASEHOLDS. THE ENCLOSED AFFIDAVIT SHOULD BE EXECUTED BY THE SELLER AND RETURNED TO US PRIOR TO CLOSING.
- B) A CONCRETE WALK BUILT OVER THE EASTERLY PROPERTY LINE ONTO THE EASTERLY ADJOINING LOT.
- C) A CHAIN LINK FENCE IN THE NORTHWESTERLY CORNER BUILT ONTO THE EASTERLY ADJOINER.

9704300487

EASEMENT, INCLUDING TERMS AND PROVISIONS CONTAINED THEREIN,
IN DOCUMENT:

RECORDED: OCTOBER 21, 1983
RECORDING NO.: 8310210472
IN FAVOR OF: PUGET SOUND POWER & LIGHT COMPANY
FOR: UNDERGROUND ELECTRIC TRANSMISSION AND/OR DISTRIBUTION
SYSTEM
AFFECTS: THE SOUTH 10 FEET AND THE WEST 25 FEET OF THE
SOUTH 30 FEET

EASEMENT, INCLUDING TERMS AND PROVISIONS CONTAINED THEREIN,
IN DOCUMENT:

RECORDED: NOVEMBER 28, 1983
RECORDING NO.: 8311280797
IN FAVOR OF: PACIFIC NORTHWEST BELL TELEPHONE COMPANY
FOR: UNDERGROUND COMMUNICATION LINES AND ABOVE GROUND
CABINETS
AFFECTS: THE SOUTH TWENTY FIVE (25') FEET OF THE WEST
TWENTY FIVE (25') FEET

AGREEMENT AND THE TERMS AND CONDITIONS THEREOF

BETWEEN: JULIAN MARK AND JOYCE MARK, HUSBAND AND WIFE
AND: EIGHTIETH AVE. ASSOC.
RECORDED: SEPTEMBER 1, 1989
RECORDING NO.: 8909011316
PURPOSE: TO ESTABLISH COMMON BOUNDARY LINE

9704300487

ORIGINAL

**PUGET
POWER**

EASEMENT FOR UNDERGROUND ELECTRIC SYSTEM

BOTH AVENUE ASSOCIATES DEVELOPMENT, a General Partnership; THE HULTQUIST AGENCY, INC., a Washington Corporation, as Beneficiary Under the Deed of Trust; BYRON M. EMERY, as his separate estate, as Beneficiary Under the Deed of Trust; SEATTLE TRUST & SAVINGS BANK, as Beneficiary Under the Deed of Trust,

("Grantor" herein), grants, conveys and warrants to PUGET SOUND POWER & LIGHT COMPANY, a Washington corporation ("Grantee" herein), for the purposes hereinafter set forth a perpetual easement under, across and over the following described real property (the "Property" herein) KING County, Washington.

SEE EXHIBIT "A" ATTACHED HERETO

831021047Z

83/10/21 RECO F 7.50 #0472-B
CASHSL 7.50

1% EXCISE TAX NOT REQUIRED
King Co. Records Division

By A. Mullard, Deputy

Except as may be otherwise set forth herein Grantee's rights shall be exercised upon that portion of the Property (the "Right-of-Way" herein) described as follows:

A Right-of-Way 10 feet in width having 25 feet of such width from each side of a center line described as follows:

The South 10 feet of the above described Property;

AND;

The West 25 feet of the South 30 feet of the above described Property;

RECORDED THIS DAY

21 10 45 AM '83

REAL ESTATE DIVISION OF
KING COUNTY

- 1. Purpose.** Grantee shall have the right to construct, operate, maintain, repair, replace and enlarge an underground electric transmission and/or distribution system upon and under the Right-of-Way together with all necessary or convenient appurtenances therefor, which may include but are not limited to the following: underground conduits, cables, communication lines; vaults, manholes, switches, and transformers; and semi-buried or ground mounted facilities. Following the initial construction of its facilities, Grantee may from time to time construct such additional facilities as it may require.
- 2. Access.** Grantee shall have the right of access to the Right-of-Way over and across the Property to enable Grantee to exercise its rights hereunder, provided, that Grantee shall compensate Grantor for any damage to the Property caused by the exercise of said right of access.
- 3. Obstructions; Landscaping.** Grantee may from time to time remove trees, bushes, or other obstructions within the Right-of-Way and may level and grade the Right-of-Way to the extent reasonably necessary to carry out the purposes set forth in paragraph 1 hereof, provided, that following any such work, Grantee shall, to the extent reasonably practicable, restore the Right-of-Way to the condition it was immediately prior to such work. Following the installation of Grantee's underground facilities, Grantor may undertake any ordinary improvements to the landscaping of the Right-of-Way, provided that no trees or other plants shall be placed thereon which would be unreasonably expensive or impractical for Grantee to remove and restore.
- 4. Grantor's Use of Right-of-Way.** Grantor reserves the right to use the Right-of-Way for any purpose not inconsistent with the rights herein granted, provided: that Grantor shall not construct or maintain any building or other structure on the Right-of-Way which would interfere with the exercise of the rights herein granted; that no digging, tunneling or other form of construction activity shall be done on the Property which would disturb the compaction or unearth Grantee's facilities on the Right-of-Way, or endanger the lateral support to said facilities; and that no blasting shall be done within 15 feet of the Right-of-Way.
- 5. Indemnity.** By accepting and recording this easement, Grantee agrees to indemnify and hold harmless Grantor from any and all claims for injuries and/or damages suffered by any person which may be caused by the Grantee's exercise of the rights herein granted; provided, that Grantee shall not be responsible to Grantor for any injuries and/or damages to any person caused by acts or omissions of Grantor.
- 6. Abandonment.** The rights herein granted shall continue until such time as Grantee ceases to use the Right-of-Way for a period of five (5) successive years, in which event this easement shall terminate and all rights hereunder shall revert to Grantor, provided that no abandonment shall be deemed to have occurred by reason of Grantee's failure to initially install its facilities on the Right-of-Way within any period of time from the date hereof.
- 7. Successors and Assigns.** The rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors and assigns.

F-1726
JH-44
0087074
244/45

678337 1-79

FILED FOR RECORD AT REQUEST OF:
PUGET POWER
REAL ESTATE DIVISION
PUGET POWER BLDG.
BELLEVUE, WASHINGTON 98009
ATTENTION: GEORGE LERTKANTITHAM

DATED THIS 12TH day of OCTOBER, 1983.

8310210472

GRANTORS:
80TH AVENUE ASSOCIATES DEVELOPMENT,
a General Partnership

By: Richard A. Hultquist

Managing Partner

THE HULTQUIST AGENCY, INC., a
Washington Corporation

By: Richard A. Hultquist

Managing Partner

BYRON M. EMERY, as his separate
estate

By: Byron M. Emery

SEATTLE TRUST & SAVINGS BANK


By: Mary K. Joll
Assistant Vice President

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

On this 12 day of October, 1983,
before me, the undersigned, personally appeared
Mary K. Joll and
to me known to be the Assistant Vice President

and _____, respectively, of
SEATTLE TRUST & SAVINGS BANK the corporation that executed
the foregoing instrument and acknowledged the said instrument to
be the free and voluntary act and deed of said corporation, for the
uses and purposes therein mentioned, and on oath state that
she is authorized to execute the said instru-
ment and that the seal affixed is the corporate seal of said
corporation.

WITNESS my hand and official seal hereto affixed 12 day and
year first above written.

Richard D. [Signature]
Notary Public in and for the State
of Washington residing at [Address]


8310210472

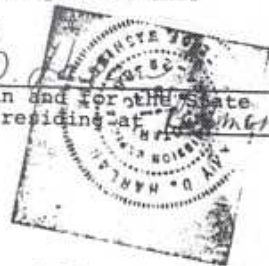
STATE OF WASHINGTON)
) SS
COUNTY OF KING)

On this 12 day of October, 19 83 before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Richard A. August

to me known to the Managing partner(s) of 80TH AVENUE ASSOCIATES DEVELOPMENT, a General Partnership, who executed the within and foregoing instrument, and acknowledged the said instrument to be his free and voluntary act and deed as managing partner for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in this certificate above written.

Harold P. Hultquist
Notary Public in and for the State
of Washington, residing at Bellevue



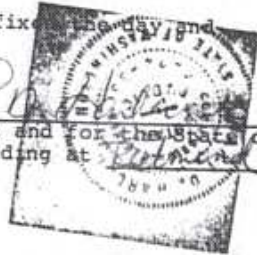
STATE OF WASHINGTON)
) SS
COUNTY OF KING)

On this 12 day of October, 19 83, before me, the undersigned, personally appeared Richard A. August and President to me known to be the

President and President respectively, of THE HULTQUIST AGENCY, INC., the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath state that he is authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year first above written.

Harold P. Hultquist
Notary Public in and for the State of
Washington, residing at Bellevue



STATE OF WASHINGTON)
) SS
COUNTY OF KING)

On this 12 day of October, 19 83, personally appeared before me BYRON M. EMERY to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

Richard A. August
Notary Public in and for the State of
Washington, residing at Bellevue

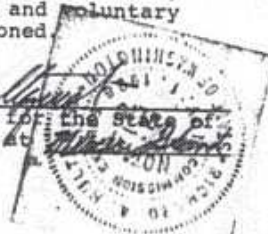


EXHIBIT "A"

Lots 9, 10, 11, 12, 13, 14 and 15 in Block 4 of MERCER PARK as per plat recorded in Volume 8 of Plats, on page 27, Records of King County, Washington;

EXCEPT the North 12 feet of Lot 9;

AND EXCEPT that portion for road purposes under Recording Number 740128-0480 described as follows:

That portion of Lot 15 in Block 4 of Mercer Park, as per plat recorded in Volume 8 of Plats, on page 27, Records of King County, Washington, described as follows:

Beginning at the Southeast corner of Lot 15;
thence West 19.5 feet;
thence on a curve to the left in a northeasterly direction, radius of said curve being 19.5 feet, an arc distance of 30.63 feet to the East line of Lot 15;
thence South along the East line of said Lot 15, a distance of 19.5 feet to the TRUE POINT OF BEGINNING.

Situate in the County of King, State of Washington;

Located in the Southeast quarter of the Northeast quarter of Section 12, Township 24 North, Range 4 East, W.M.

8310210472

EASEMENT

Job: 83-7-8807
H/W Reference: 83 307 06 N

KNOW ALL MEN BY THESE PRESENTS:

For and in consideration of Mutual benefits the undersigned hereinafter referred to as Grantor(s) hereby grants a perpetual easement to Pacific Northwest Bell Telephone Company, a Washington Corporation its successors and assigns hereinafter referred to as Grantee, with the right, privilege and authority to place, construct, maintain, inspect, reconstruct, repair, replace, remove and keep obstacles clear from Grantee's facilities consisting of underground communication lines and above ground cabinets

and other appurtenances as the Grantee may from time to time require over, across, upon and under the hereinafter described property situated in King County, State of Washington and is described as follows:

Lot 15 Block 4 of Mercer Park Addition as recorded in Volume 8 at Page 27 in Book of Plats Records of King County located in the E 1/2 of Section 12, Township 24N, Range 4 E, W.M.

Said easement being the South twenty five (25') feet of the West twenty five (25') feet of the above described property.

83-11-28
RECD F 3.50 #0797 B
CASHSL ****3.50
22

NO EXCESS FEE OF \$5
King Co. Recorder

Robert W. Jorgeson
Right-of-Way Manager

Accepted by

NOV 11 1983
4 07 PM '83
RECORDED THIS DAY

6311280797

Grantee shall at all times have the right of full and free ingress to and egress from said property described above, with the understanding that Grantee shall be responsible for all damage caused to Grantor arising from Grantee's exercise of the rights and privileges herein granted.

Grantor reserves the right to use the easement for any purposes as long as not inconsistent with nor an interference with the rights granted Grantee herein.

The rights, conditions and provisions of this easement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

In witness whereof the undersigned has executed this instrument this 10 day of November 19 83

Witness Carol R. Benson By Richard A. Hultquist
Managing General Partner
80th Ave. Coon. Bldg.

FORM APPROVED
Date: 11/18/83
By: [Signature]
Legal Department
Pacific Northwest Bell

(Individual Acknowledgement)
State of WA } ss
County of KING }

On this day personally appeared before me RICHARD A. HULTQUIST known to me to be the individual who executed the foregoing instrument, and acknowledged that HE signed the same as HIS free and voluntary act and deed, for the uses and purposes herein mentioned.

Given under my hand and official seal this 10th day of NOVEMBER 19 83

[Signature]
Notary Public in and for the State of WA
residing at SEATTLE
My commission expires 10-20-87

(Corporate Acknowledgement)
State of _____ } ss
County of _____ }

On this day personally appeared before me _____ who did say he/she is the _____

of the corporation that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that _____ was/were authorized to execute said instrument on behalf of the corporation.

Given under my hand and official seal this _____ day of _____ 19 _____

Notary Public in and for the State of _____
residing at _____
My commission expires _____

AFTER RECORDING MAIL TO

Fals
Bally Ames

RECEIVED THIS DAY

J. H. Stein

SEP 1 4 5 1999

89/09/01 RECD F 12.00 #1316 D
REC FEE 2.00
CASHSL ***14.00
55

COMMON BOUNDARY DESCRIPTION AGREEMENT

This agreement is made between JULIAN MARK and JOYCE MARK, husband and wife ("MARK") and EIGHTIETH AVE. ASSOC., a Washington general partnership composed of RICHARD A. HULQUIST whose wife is CAROLYN HULQUIST; JAMES E. GORMAN whose wife is CATHRYN GORMAN; FREDRICK E. ANDERSON whose wife is VIRGINIA ANDERSON; BARRIE H. SIMONSON, an unmarried man; WILLIAM BRUCH whose wife is MELANIE BRUCH; JOSEPH WALLIS whose wife is GINGFR WALLIS; and DRY BAY FISH CO., an Alaska corporation, as General Partners ("ASSOCIATES");

W I T N E S S E T H

1. The Mark Property. Mark is the owner of the following described real property ("Mark Property") situate in King County, Washington:

Lot 5, and the South half of Lot 4, Block 14, McGilvra's Island Addition, according to the plat recorded in Volume 16 of Plats, page 58, in King County, Washington, Except the westerly 110 feet thereof.

2. Associates Property. Associates is the owner of the following described real property ("Associates Property") situate in King County, Washington, to-wit:

Lots 9, 10, 11, 12, 13, 14 and 15, Block 4, Mercer Park, according to the plat recorded in Volume 8 of Plats, page 27, in King County, Washington, Except the north 12 feet of said Lot 9 and Except that portion of said Lot 15

Filed for Record at Request of
FIRST AMERICAN TITLE
FOURTH & BLANCHARD BLDG
SEATTLE, WA 98121 **8909011316**

1ST AM-S / 50952-5

8909011316

conveyed to the City of Mercer Island for a public road and highway by Quit Claim Deed recorded under King County Recorder's Recording No. 7401280480.

3. Purpose of this Agreement. The Mark Property and the Associates Property purport to abut one another with the east line of the Mark Property being the west line of the Associates Property. Due to different starting points in the descriptions of the two properties, a variance could occur of as much as four feet in the location of the common boundary between the properties. The parties therefore desire to establish the exact location of the common boundary to eliminate any potential future dispute.

4. Description of Common Boundary. It is hereby agreed that the description of the common boundary between the Mark Property and the Associates Property is hereby established as follows:

Commencing at the existing concrete monument at the intersection of the center-line of 80th Ave. S.E. with the center-line of S.E. 30th Street; thence N 88°29'48" W along the center-line of said S.E. 30th Street 139.67 feet; thence N 1°12'40" E 30.00 feet to an iron pipe set by Jones, Bassi and Associates, Professional Land Surveyors, on March 7, 1986, said iron pipe marking the southeast corner of Block 14, McGilvra's Island Addition as recorded in volume 16 of Plats, page 58, records of King County, Washington, said iron pipe also marking the southwest corner of Block 4, Mercer Park as recorded in Volume 8 of Plats, page 27, records of said county,

8909011316

said iron pipe being the true Point of Beginning of the line being established by this boundary line agreement; thence N 1°12'40" for a distance of 179.99 feet to an iron pipe set by said surveyors on March 7, 1986 at the northeast corner of the south half of Lot 4 in said Block 14, said iron pipe being the terminus of the boundary line being established by this boundary line agreement ("Agreed Boundary Line").

Handwritten initials and scribbles

5. ~~Conveyances~~ ^{Boundary Adjustment}. Mark hereby conveys and quit claims to Associates and Associates' heirs, successors, and assigns, any portion of the Mark Property lying easterly of the Agreed Boundary Line. Associates and the spouses of the partners hereby convey and quit claim to Mark and Marks' heirs, successors, and assigns, any portion of the Associates

Handwritten initials: RAS, JS, JR

Property lying westerly of the Agreed Boundary Line. ^{This agreement is not to be construed as a property sale or conveyance of real property, or an interest therein, but is solely a boundary line agreement.} In witness whereof the parties have executed this Agreement as of the 15th day of May, 1986. ^{The parties hereto mutually renounce, release and abandon any claim or claims that each may have against the other in connection with the property described herein.}

Julian Mark
JULIAN MARK

Joyce Mark
JOYCE MARK

"MARK"

EIGHTIETH AVE. ASSOCIATES, A Washington General Partnership,
by

RICHARD A. HULQUIST

CAROLYN HULQUIST

()
STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me Richard A. Hulquist and Carolyn Hulquist, to me known to be the individuals 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 _____ day of _____, 1986.

NOTARY PUBLIC in and for the
State of Washington, residing
in King County. My commission
expires: _____

8909011316

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me James E. Gorman and Cathryn Gorman, to me known to be the individuals 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 _____ day of _____, 1986.

NOTARY PUBLIC in and for the
State of Washington, residing
in King County. My commission
expires: _____

8909011316

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me Fredrick E. Anderson and Virginia Anderson, to me known to be the individuals 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 _____ day of _____, 1986.

NOTARY PUBLIC in and for the
State of Washington, residing
in King County. My commission
expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me Barrie H. Simonson, an unmarried man, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this _____ day of _____, 1986.

NOTARY PUBLIC in and for the
State of Washington, residing
in King County. My commission
expires: _____

8909011316

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me William Bruch and Melanie Bruch, to me known to be the individuals 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 _____ day of _____, 1986.

NOTARY PUBLIC in and for the State of Washington, residing in King County. My commission expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me Joseph Wallis and Ginger Wallis, to me known to be the individuals 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 _____ day of _____, 1986.

NOTARY PUBLIC in and for the State of Washington, residing in King County. My commission expires: _____

STATE OF)
) SS.
COUNTY OF)

On this day personally appeared before me Kenneth L. Williams, to me known to be the President of Dry Bay Fish Co., an Alaska Corp., the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

GIVEN under my hand and official seal this _____ day of _____, 1986.

NOTARY PUBLIC in and for the
State of _____, residing
at _____ County.
My Commission Expires: _____

8909011316

AFTER RECORDING MAIL TO
Rates Call Amy

83-09-01 #1317 D
RECORD FEE 12.00
CRSHSL *\$14.00

COMMON BOUNDARY DESCRIPTION AGREEMENT

This agreement is made between JULIAN MARK and JOYCE MARK, husband and wife ("MARK") and EIGHTIETH AVE. ASSOC., a Washington general partnership composed of ^{VB} JOHN H. LAFER whose wife is ^{VA} CAROLE ^{VB} GORMAN whose wife is ^{VA} CARRIE ^{VB} GORMAN; FREDRICK E. ANDERSON whose wife is VIRGINIA ANDERSON; BARRIE ^{VA} H. SIMONSON, an unmarried man; WILLIAM BRUCH whose wife is MELANIE ^{VA} BRUCH; JOSEPH WALLIS whose wife is GINGER WALLIS; and DRY BAY FISH CO., an Alaska corporation, as General Partners ("ASSOCIATES");

W I T N E S S E T H:

1. The Mark Property. Mark is the owner of the following described real property ("Mark Property") situate in King County, Washington:

Lot 5, and the South half of Lot 4, Block 14, McGilvra's Island Addition, according to the plat recorded in Volume 16 of Plats, page 58, in King County, Washington, Except the westerly 110 feet thereof.

2. Associates Property. Associates is the owner of the following described real property ("Associates Property") situate in King County, Washington, to-wit:

Lots 9, 10, 11, 12, 13, 14 and 15, Block 4, Mercer Park, according to the plat recorded in Volume 8 of Plats, page 27, in King County, Washington, Except the north 12 feet of said Lot 9 and Except that portion of said Lot 15 conveyed to the City of Mercer Island for a public road and highway by Quit Claim Deed recorded under King County Recorder's Recording No. 7401280480.

3. Purpose of this Agreement. The Mark Property and the Associates Property purport to abut one another with the east line of the Mark Property being the west line of the Associates Property. Due to different starting points in the descriptions of the two

Filed for Record at Request of
FIRST AMERICAN TITLE S9C9J113.17
FOURTH & BLANCHARD BLDG.
SEATTLE, WA 98121
1508525
1ST AM-9

8909011317

properties, a variance could occur of as much as four feet in the location of the common boundary between the properties. The parties therefore desire to establish the exact location of the common boundary to eliminate any potential future dispute.

4. Description of Common Boundary. It is hereby agreed that the description of the common boundary between the Mark Property and the Associates Property is hereby established as follows:

Commencing at the existing concrete monument at the intersection of the center-line of 80th Ave. S.E. with the center-line of S.E. 30th Street; thence N 88°29'48" W along the center-line of said S.E. 30th Street 139.67 feet; thence N 1°12'40" E 30.00 feet to an iron pipe set by Jones, Bassi and Associates, Professional Land Surveyors, on March 7, 1986, said iron pipe marking the southeast corner of Block 14, McGilvra's Island Addition as recorded in volume 16 of Plats, page 58, records of King County, Washington, said iron pipe also marking the southwest corner of Block 4, Mercer Park as recorded in Volume 8 of Plats, page 27, records of said county, said iron pipe being the true Point of Beginning of the line being established by this boundary line agreement; thence N 1°12'40" for a distance of 179.99 feet to an iron pipe set by said surveyors on March 7, 1986 at the northeast corner of the south half of Lot 4 in said Block 14, said iron pipe being the terminus of the boundary line being established by this boundary line agreement ("Agreed Boundary Line").

IN WITNESS WHEREOF the parties have executed this Agreement as of the _____ day of _____, 1989.

JULIAN MARK

JOYCE MARK

8909011317

EIGHTIETH AVE. ASSOCIATES, A Washington
General Partnership

By: *James E. Gorman*
JAMES E. GORMAN, General Partner

By: *Fredrick E. Anderson*
FREDRICK E. ANDERSON, General Partner

By: *E. Joseph Walks*
JOSEPH WALKS, General Partner

By: *William Bruch*
WILLIAM BRUCH, General Partner

By: *Barrie H. Simonson*
BARRIE H. SIMONSON, General Partner
by *E. Joseph Walks*
HIS ATTORNEY-IN-FACT

DRY BAY FISH CO. An Alaska Corp.

By: *Kenneth L. Williams*
Kenneth L. Williams, President

By: *John H. Lister*
JOHN H. LISTER, General Partner

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me William Bruch, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN, under my hand and official seal this 31st day of August, 1989.

John H. Lister
NOTARY PUBLIC in and for the
State of Washington, residing
in King County. My commission
expires: 4-25-92

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me Barrie H. Simonson, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN, under my hand and official seal this 31st day of August, 1989.

John H. Lister
NOTARY PUBLIC in and for the
State of Washington, residing
in King County. My commission
expires: 4-25-92

8903011317

Record Date:7/27/2022 3:42 PM

Electronically Recorded King County, WA

RETURN ADDRESS:
WASHINGTON TRUST
BANK
Loan Service Center
P.O. BOX 2127
SPOKANE, WA
99210-2127

FIDELITY NATIONAL TITLE
MAJOR ACCOUNTS
22001358-SC



0340

DEED OF TRUST

DATE: July 19, 2022

Reference # (if applicable): _____ Additional on page _____

Grantor(s):
1. 80TH AVENUE PROFESSIONAL CENTER L.L.C.

Grantee(s)
1. WASHINGTON TRUST BANK
2. UPF Washington, Incorporated, Trustee

Legal Description: PTN LOTS 9 AND 15 ALL LOTS 10-14 BLK 4 MERCER PARK VOL 8 PG 27
Additional on page 2

Assessor's Tax Parcel ID#: 545230-0420

THIS DEED OF TRUST is dated July 19, 2022, among 80TH AVENUE PROFESSIONAL CENTER L.L.C., a Washington limited liability company, whose address is 8015 SE 28TH ST STE 400, MERCER ISLAND, WA 98040-2910 ("Grantor"); WASHINGTON TRUST BANK, whose mailing address is Seattle Financial Center, Two Union Square, Suite 4747, 601 Union Street, Seattle, WA 98101-2382 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and UPF Washington, Incorporated, whose mailing address is 12410 E. Mirabeau Parkway, Suite 100, Spokane Valley, WA 99216 (referred to below as "Trustee").

DEED OF TRUST
(Continued)

Page 2

CONVEYANCE AND GRANT. For valuable consideration, Grantor conveys to Trustee in trust with power of sale, right of entry and possession and for the benefit of Lender as Beneficiary, all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters. (the "Real Property") located in King County, State of Washington:

LOTS 9, 10, 11, 12, 13, 14, AND 15, BLOCK 4, MERCER PARK, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 8 OF PLATS, PAGE 27, IN KING COUNTY, WASHINGTON;

EXCEPT THE NORTH 12 FEET OF LOT 9;

ALSO EXCEPT THAT PORTION OF LOT 15 CONVEYED TO THE CITY OF MERCER ISLAND FOR ROAD PURPOSES BY DEED RECORDED UNDER RECORDING NUMBER 7401280480.

The Real Property or its address is commonly known as 2855 80th Ave SE, Mercer Island, WA 98040. The Real Property tax identification number is 545230-0420.

Grantor hereby assigns as security to Lender, all of Grantor's right, title, and interest in and to all leases, Rents, and profits of the Property. This assignment is recorded in accordance with RCW 65.08.070; the lien created by this assignment is intended to be specific, perfected and choate upon the recording of this Deed of Trust. Lender grants to Grantor a license to collect the Rents and profits, which license may be revoked at Lender's option and shall be automatically revoked upon acceleration of all or part of the indebtedness. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Grantor's obligations under the Note, this Deed of Trust, and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property (this privilege is a license from Lender to Grantor automatically revoked upon default). The following provisions relate to the use of the Property or to other limitations on the Property. The Real Property is not used principally for agricultural purposes.

Duty to Maintain. Grantor shall maintain the Property in tenable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such improvements with improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Deed of Trust.

Compliance with Governmental Requirements. Grantor shall promptly comply, and shall promptly cause compliance by all agents, tenants or other persons or entities of every nature whatsoever who rent, lease or otherwise use or occupy the Property in any manner, with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, (A) declare immediately due and payable all sums secured by this Deed of Trust or (B) increase the interest rate provided for in the Note or other document evidencing the indebtedness and impose such other conditions as Lender deems appropriate, upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any restructuring of the legal entity (whether by merger, division or otherwise) or any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Washington law.

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TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialman's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Deed of Trust.

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least thirty (30) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain flood insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan. Flood insurance may be purchased under the National Flood Insurance Program, from private insurers providing "private flood insurance" as defined by applicable federal flood insurance statutes and regulations, or from another flood insurance provider that is both acceptable to Lender in its sole discretion and permitted by applicable federal flood insurance statutes and regulations.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the indebtedness. If Lender holds any proceeds after payment in full of the indebtedness, such proceeds shall be paid without interest to Grantor as Grantor's interests may appear.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon the occurrence of any Event of Default.

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WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Deed of Trust:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's indebtedness shall be paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Deed of Trust:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice at all Grantor's expense, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the indebtedness secured by this Deed of Trust; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Real and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or re-recorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the

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matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Grantor pays all the indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Deed of Trust, Lender shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Grantor suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Any reconveyance fee shall be paid by Grantor, if permitted by applicable law. The grantee in any reconveyance may be described as the "person or persons legally entitled thereto", and the recitals in the reconveyance of any matters or facts shall be conclusive proof of the truthfulness of any such matters or facts.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

Default on Other Payments. Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Default in Favor of Third Parties. Should Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to repay the indebtedness or Grantor's ability to perform Grantor's obligations under this Deed of Trust or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The dissolution of Grantor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Grantor's existence as a going business or the death of any member, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any property securing the indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

Right to Cure. If any default, other than a default in payment, is curable and if Grantor has not been given a notice of a breach of the same provision of this Deed of Trust within the preceding twelve (12) months, it may be cured if Grantor, after Lender sends written notice to Grantor demanding cure of such default: (1) cures the default within thirty (30) days; or (2) if the cure requires more than thirty (30) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Deed of Trust, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Accelerate Indebtedness. Lender shall have the right at its option to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

Foreclosure. With respect to all or any part of the Real Property, the Trustee shall have the right to exercise its power of sale and to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Grantor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and

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above Lender's costs, against the indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding or pending foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or available at law or in equity.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

Rights of Trustee. Trustee shall have all of the rights and duties of Lender as set forth in this section.

POWERS AND OBLIGATIONS OF TRUSTEE. The following provisions relating to the powers and obligations of Trustee (pursuant to Lender's instructions) are part of this Deed of Trust:

Powers of Trustee. In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Grantor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

Obligations to Notify. Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Grantor, Lender, or Trustee shall be a party, unless required by applicable law, or unless the action or proceeding is brought by Trustee.

Trustee. Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

Successor Trustee. Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed under this Deed of Trust by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of King County, State of Washington. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Grantor, the book and page or the Auditor's File Number where this Deed of Trust is recorded, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by Lender or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of Trustee shall govern to the exclusion of all other provisions for substitution.

NOTICES. Subject to applicable law, and except for notice required or allowed by law to be given in another manner, any notice required to be given under this Deed of Trust, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Subject to applicable law, and except for notice required or allowed by law to be given in another manner, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

AFFIRMATIVE COVENANTS. If the Property is used for purposes other than Grantor's residence, Grantor covenants and warrants that as long as this Deed of Trust or any Related Documents remain in effect, Grantor will:

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Notice of Claims and Litigation. Promptly inform Lender in writing of (1) all material adverse changes in Grantor's or the Property's financial condition, and (2) all existing and all threatened litigation, claims, investigations, administrative proceedings, or similar actions affecting Grantor or Property which could materially affect the financial condition of Grantor or the Property.

SURVIVAL OF REPRESENTATIONS AND WARRANTIES. Grantor understands and agrees that in extending Loan Advances, Lender is relying on all representations, warranties, and covenants made by Grantor in this Deed of Trust or in any certificate or other instrument delivered by Grantor to Lender under this Deed of Trust or any Related Documents. Grantor further agrees that regardless of any investigation made by Lender, all such representations, warranties and covenants will survive the extension of Loan Advances and delivery to Lender of any Related Documents, shall be continuing in nature, shall be deemed made and redated by Grantor at the time each Loan Advance is made, and shall remain in full force and effect until such time as Grantor's or Borrower's indebtedness shall be paid in full, or until this Deed of Trust or any Related Documents shall be terminated, whichever is the last to occur.

COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which, when so executed, shall be deemed an original but all such counterparts, taken together, shall constitute one and the same Agreement.

JUDGMENT. Unless adequately covered by insurance in the opinion of Lender, the entry of a final judgment for the payment of money involving more than twenty-five-thousand dollars (\$25,000.00) against Grantor and the failure by Grantor to discharge the same, or cause it to be discharged, or bonded off to Lender's satisfaction, within thirty (30) days from the date of the order, decree or process under which or pursuant to which such judgment was entered, shall be deemed an Event of Default hereunder and under the Related Documents.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Deed of Trust:

Amendments. This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Governing Law. This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Washington without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of Washington.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of King County, State of Washington.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

Successors and Assigns. Subject to any limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the indebtedness by way of foreclosure or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Washington as to all indebtedness secured by this Deed of Trust.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

Beneficiary. The word "Beneficiary" means WASHINGTON TRUST BANK, and its successors and assigns.

Borrower. The word "Borrower" means 80TH AVENUE PROFESSIONAL CENTER L.L.C. and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Deed of Trust. The words "Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

Grantor. The word "Grantor" means 80TH AVENUE PROFESSIONAL CENTER L.L.C..

DEED OF TRUST
(Continued)

Page 8

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Trustee or Lender to enforce Grantor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust.

Lender. The word "Lender" means WASHINGTON TRUST BANK, its successors and assigns.

Note. The word "Note" means the promissory note dated July 19, 2022, in the original principal amount of \$2,324,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all issues and profits thereon and proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property. However, should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Personal Property is limited to only those items specifically covered (currently or hereafter) by Coverage A of the standard flood insurance policy issued in accordance with the National Flood Insurance Program or under equivalent coverage similarly issued by a private insurer to satisfy the National Flood Insurance Act (as amended).

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the indebtedness; provided, that guarantees and environmental indemnity agreements are not "Related Documents" and are not secured by this Deed of Trust.

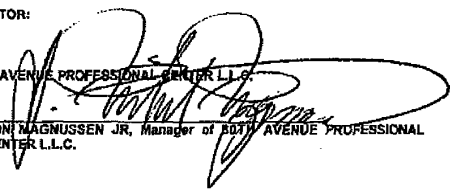
Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

Trustee. The word "Trustee" means UPF Washington, Incorporated, whose mailing address is 12410 E. Mirabeau Parkway, Suite 100, Spokane Valley, WA 99216 and any substitute or successor trustees.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

80TH AVENUE PROFESSIONAL CENTER L.L.C.

By: 
JON MAGNUSSEN JR, Manager of 80TH AVENUE PROFESSIONAL CENTER L.L.C.

DEED OF TRUST
(Continued)

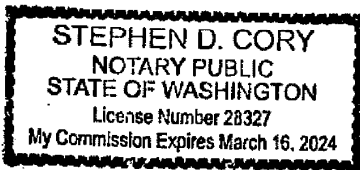
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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Washington
COUNTY OF King

This record was acknowledged before me on July 26th, 2022 by JON MAGNUSSEN JR, Manager of 80TH AVENUE PROFESSIONAL CENTER LLC.

(Signature of notary public)



Notary Public
(Title of office)

My commission expires: 3-16-2024
(date)

REQUEST FOR FULL RECONVEYANCE

To: _____, Trustee
The undersigned is the legal owner and holder of all indebtedness secured by this Deed of Trust. You are hereby requested, upon payment of all sums owing to you, to reconvey without warranty, to the persons entitled thereto, the right, title and interest now held by you under the Deed of Trust.

Date: _____ Beneficiary: _____
By: _____
Its: _____

Record Date:7/27/2022 3:42 PM

Electronically Recorded King County, WA

RETURN ADDRESS:
WASHINGTON TRUST
BANK
Loan Service Center
P.O. BOX 2127
SPOKANE, WA
99210-2127

FIDELITY NATIONAL TITLE
MAJOR ACCOUNTS
22001358-SC



0115

ASSIGNMENT OF RENTS

Reference # (if applicable): _____ Additional on page _____

Grantor(s):
1. 80TH AVENUE PROFESSIONAL CENTER L.L.C.

Grantee(s)
1. WASHINGTON TRUST BANK

Legal Description: PTN LOTS 9 AND 15 ALL LOTS 10-14 BLK 4 MERCER PARK VOL 8 PG 27
Additional on page 2

Assessor's Tax Parcel ID#: 545230-0420

THIS ASSIGNMENT OF RENTS dated July 19, 2022, is made and executed between 80TH AVENUE PROFESSIONAL CENTER L.L.C., a Washington limited liability company, whose address is 8015 SE 28TH ST STE 400, MERCER ISLAND, WA 98040-2810 (referred to below as "Grantor") and WASHINGTON TRUST BANK, whose mailing address is Two Union Square, Suite 4747, 601 Union Street, Seattle, WA 98101-2382 (referred to below as "Lender").

ASSIGNMENT OF RENTS
(Continued)

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ASSIGNMENT. For valuable consideration, Grantor hereby assigns, grants a continuing security interest in, and conveys to Lender all of Grantor's right, title, and interest in and to the Rents from the following described Property located in King County, State of Washington:

LOTS 9, 10, 11, 12, 13, 14, AND 15, BLOCK 4, MERCER PARK, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 8 OF PLATS, PAGE 27, IN KING COUNTY, WASHINGTON;

EXCEPT THE NORTH 12 FEET OF LOT 9;

ALSO EXCEPT THAT PORTION OF LOT 15 CONVEYED TO THE CITY OF MERCER ISLAND FOR ROAD PURPOSES BY DEED RECORDED UNDER RECORDING NUMBER 7401280480.

The Property or its address is commonly known as 2855 80th Ave SE, Mercer Island, WA 98040. The Property tax identification number is 545230-0420.

THIS ASSIGNMENT IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF GRANTOR UNDER THE NOTE, THIS ASSIGNMENT, AND THE RELATED DOCUMENTS. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Assignment or any Related Documents, Grantor shall pay to Lender all amounts secured by this Assignment as they become due, and shall strictly perform all of Grantor's obligations under this Assignment. Unless and until Lender exercises its right to collect the Rents as provided below and so long as there is no default under this Assignment, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents, provided that the granting of the right to collect the Rents shall not constitute Lender's consent to the use of cash collateral in a bankruptcy proceeding.

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that:

Ownership. Grantor is entitled to receive the Rents free and clear of all rights, loans, liens, encumbrances, and claims except as disclosed to and accepted by Lender in writing.

Right to Assign. Grantor has the full right, power and authority to enter into this Assignment and to assign and convey the Rents to Lender.

No Prior Assignment. Grantor has not previously assigned or conveyed the Rents to any other person by any instrument now in force.

No Further Transfer. Grantor will not sell, assign, encumber, or otherwise dispose of any of Grantor's rights in the Rents except as provided in this Assignment.

LENDER'S RIGHT TO RECEIVE AND COLLECT RENTS. Lender shall have the right at any time, and even though no default shall have occurred under this Assignment, to collect and receive the Rents. For this purpose, Lender is hereby given and granted the following rights, powers and authority:

Notice to Tenants. Lender may send notices to any and all tenants of the Property advising them of this Assignment and directing all Rents to be paid directly to Lender or Lender's agent.

Enter the Property. Lender may enter upon and take possession of the Property; demand, collect and receive from the tenants or from any other persons liable therefor, all of the Rents; institute and carry on all legal proceedings necessary for the protection of the Property, including such proceedings as may be necessary to recover possession of the Property; collect the Rents and remove any tenant or tenants or other persons from the Property.

Maintain the Property. Lender may enter upon the Property to maintain the Property and keep the same in repair; to pay the costs thereof and of all services of all employees, including their equipment, and of all continuing costs and expenses of maintaining the Property in proper repair and condition, and also to pay all taxes, assessments and water utilities, and the premiums on fire and other insurance effected by Lender on the Property.

Compliance with Laws. Lender may do any and all things to execute and comply with the laws of the State of Washington and also all other laws, rules, orders, ordinances and requirements of all other governmental agencies affecting the Property.

Lease the Property. Lender may rent or lease the whole or any part of the Property for such term or terms and on such conditions as Lender may deem appropriate.

Employ Agents. Lender may engage such agent or agents as Lender may deem appropriate, either in Lender's name or in Grantor's name, to rent and manage the Property, including the collection and application of Rents.

Other Acts. Lender may do all such other things and acts with respect to the Property as Lender may deem appropriate and may act exclusively and solely in the place and stead of Grantor and to have all of the powers of Grantor for the purposes stated above.

No Requirement to Act. Lender shall not be required to do any of the foregoing acts or things, and the fact that Lender shall have performed one or more of the foregoing acts or things shall not require Lender to do any other specific act or thing.

APPLICATION OF RENTS. All costs and expenses incurred by Lender in connection with the Property shall be for Grantor's account and Lender may pay such costs and expenses from the Rents. Lender, in its sole discretion, shall determine the application of any and all Rents received by it; however, any such Rents received by Lender which are not applied to such costs and expenses shall be applied to the indebtedness. All expenditures made by Lender under this Assignment and not reimbursed from the Rents shall become a part of the indebtedness secured by this Assignment, and shall be payable on demand, with interest at the Note rate from date of expenditure until paid.

FULL PERFORMANCE. If Grantor pays all of the indebtedness when due and otherwise performs all the obligations imposed upon Grantor under this Assignment, the Note, and the Related Documents, Lender shall execute and deliver to Grantor a suitable satisfaction of this Assignment and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Property. Any termination fee required by law shall be paid by Grantor, if permitted by applicable law.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Assignment or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under

**ASSIGNMENT OF RENTS
(Continued)**

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this Assignment or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Rents or the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Assignment also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon the occurrence of any Event of Default.

DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Assignment:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Assignment or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Default on Other Payments. Failure of Grantor within the time required by this Assignment to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Default in Favor of Third Parties. Any guarantor or Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of any guarantor's or Grantor's property or ability to perform their respective obligations under this Assignment or any of the Related Documents.

Environmental Default. Failure of any party to comply with or perform when due any term, obligation, covenant or condition contained in any environmental agreement executed in connection with the Property.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Assignment or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Assignment or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The dissolution of Grantor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Grantor's existence as a going business or the death of any member, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against the Rents or any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Property Damage or Loss. The Property is lost, stolen, substantially damaged, sold, or borrowed against.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

Cure Provisions. If any default, other than a default in payment, is curable and if Grantor has not been given a notice of a breach of the same provision of this Assignment within the preceding twelve (12) months, it may be cured if Grantor, after Lender sends written notice to Grantor demanding cure of such default: (1) cures the default within thirty (30) days; or (2) if the cure requires more than thirty (30) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time thereafter, Lender may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty that Grantor would be required to pay.

Collect Rents. Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender shall have all the rights provided for in the Lender's Right to Receive and Collect Rents Section, above. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse Instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding or pending foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a

**ASSIGNMENT OF RENTS
(Continued)**

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receiver.

Other Remedies. Lender shall have all other rights and remedies provided in this Assignment or the Note or by law.

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Assignment, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Assignment, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which, when so executed, shall be deemed an original but all such counterparts, taken together, shall constitute one and the same Agreement.

JUDGMENT. Unless adequately covered by insurance in the opinion of Lender, the entry of a final judgment for the payment of money involving more than twenty-five thousand dollars (\$25,000.00) against Grantor and the failure by Grantor to discharge the same, or cause it to be discharged, or bonded off to Lender's satisfaction, within thirty (30) days from the date of the order, decree or process under which or pursuant to which such judgment was entered, shall be deemed an Event of Default hereunder and under the Related Documents.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Assignment:

Amendments. This Assignment, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Assignment. No alteration of or amendment to this Assignment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Caption Headings. Caption headings in this Assignment are for convenience purposes only and are not to be used to interpret or define the provisions of this Assignment.

Governing Law. This Assignment will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Washington without regard to its conflicts of law provisions. This Assignment has been accepted by Lender in the State of Washington.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of King County, State of Washington.

Merger. There shall be no merger of the interest or estate created by this Assignment with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Interpretation. (1) In all cases where there is more than one Borrower or Grantor, then all words used in this Assignment in the singular shall be deemed to have been used in the plural where the context and construction so require. (2) If more than one person signs this Assignment as "Grantor," the obligations of each Grantor are joint and several. This means that if Lender brings a lawsuit, Lender may sue any one or more of the Grantors. If Borrower and Grantor are not the same person, Lender need not sue Borrower first, and that Borrower need not be joined in any lawsuit. (3) The names given to paragraphs or sections in this Assignment are for convenience purposes only. They are not to be used to interpret or define the provisions of this Assignment.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Assignment unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Assignment shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Assignment. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Assignment, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Notices. Subject to applicable law, and except for notice required or allowed by law to be given in another manner, any notices required to be given under this Assignment shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Assignment. Any party may change its address for notices under this Assignment by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Subject to applicable law, and except for notice required or allowed by law to be given in another manner, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

Powers of Attorney. The various agencies and powers of attorney conveyed on Lender under this Assignment are granted for purposes of security and may not be revoked by Grantor until such time as the same are renounced by Lender.

Severability. If a court of competent jurisdiction finds any provision of this Assignment to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Assignment. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Assignment shall not affect the legality, validity or enforceability of any other provision of this Assignment.

Successors and Assigns. Subject to any limitations stated in this Assignment on transfer of Grantor's interest, this Assignment shall be binding upon and inure to the benefit of the parties, their successors and assigns. If

**ASSIGNMENT OF RENTS
(Continued)**

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ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Assignment and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Assignment or liability under the indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Assignment.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Washington as to all indebtedness secured by this Assignment.

Waiver of Right of Redemption. NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS ASSIGNMENT, GRANTOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR JUDGMENT OF FORECLOSURE ON GRANTOR'S BEHALF AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT JUDGMENT CREDITORS OF GRANTOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PROPERTY SUBSEQUENT TO THE DATE OF THIS ASSIGNMENT.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Assignment. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Assignment shall have the meanings attributed to such terms in the Uniform Commercial Code:

Assignment. The word "Assignment" means this ASSIGNMENT OF RENTS, as this ASSIGNMENT OF RENTS may be amended or modified from time to time, together with all exhibits and schedules attached to this ASSIGNMENT OF RENTS from time to time.

Borrower. The word "Borrower" means 80TH AVENUE PROFESSIONAL CENTER L.L.C..

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Assignment in the default section of this Assignment.

Grantor. The word "Grantor" means 80TH AVENUE PROFESSIONAL CENTER L.L.C..

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Assignment, together with interest on such amounts as provided in this Assignment.

Lender. The word "Lender" means WASHINGTON TRUST BANK, its successors and assigns.

Note. The word "Note" means the promissory note dated July 19, 2022, in the original principal amount of \$2,324,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

Property. The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Assignment" section of this Assignment.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the indebtedness.

Rents. The word "Rents" means all of Grantor's present and future rights, title and interest in, to and under any and all present and future leases, including, without limitation, all rents, revenue, income, issues, royalties, bonuses, accounts receivable, cash or security deposits, advance rentals, profits and proceeds from the Property, and other payments and benefits derived or to be derived from such leases of every kind and nature, whether due now or later, including without limitation Grantor's right to enforce such leases and to receive and collect payment and proceeds thereunder.

THE UNDERSIGNED ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT, AND NOT PERSONALLY BUT AS AN AUTHORIZED SIGNER, HAS CAUSED THIS ASSIGNMENT TO BE SIGNED AND EXECUTED ON BEHALF OF GRANTOR ON JULY 19, 2022.

GRANTOR:

80TH AVENUE PROFESSIONAL CENTER L.L.C.

By:

JON MAGNUSSEN JR, Manager of 80TH AVENUE PROFESSIONAL CENTER L.L.C.

ASSIGNMENT OF RENTS
(Continued)

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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Washyle
COUNTY OF Ky

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This record was acknowledged before me on July 26, 2022 by JON
MAGNUSSEN JR, Manager of 80TH AVENUE PROFESSIONAL CENTER LLC.

(Signature of notary public)

(Title of office)

My commission expires:

(date)

