

When recorded, please return to:

Winstead PC  
600 Travis Street, Suite 5200  
Houston, Texas 77002  
Attn: Elena Cortez

THIS SPACE ABOVE FOR RECORDER'S USE

Chicago Title  
620056164

**ASSIGNMENT OF RENTS**

NAME OF BORROWER:	ALM BURLINGTON, LLC, a Delaware limited liability company
NAME OF LENDER:	VERITEX COMMUNITY BANK
ABBREVIATED LEGAL DESCRIPTION:	Lots 2F, 2G & 2H, Bay Ridge Business Park BSP No. PL-03-0706, Rec No. 200407090108  Skagit County, Washington  Complete legal description is on attached Exhibit A
ASSESSOR'S PROPERTY TAX PARCEL ACCOUNT NUMBER(S):	P122075 / 8054-000-006-0000

## ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS (this "Assignment") executed as of the 7<sup>th</sup> day of June, 2024 ("Effective Date"), by **ALM BURLINGTON, LLC**, a Delaware limited liability company ("Borrower"), as assignor, having its address and principal place of business at 9830 Colonnade Blvd., Ste. 600, San Antonio, Texas 78230, Attention: Jason Hans, to **VERITEX COMMUNITY BANK**, a Texas state bank ("Lender"), and having an address at 9655 Katy Freeway, Suite 450, Houston, Texas 77024, Attention: Ruben Alvarez, as assignee, and its successor and assigns.

### RECITALS

- A. Borrower has executed the Note (as hereinafter defined) dated of even date herewith to Lender and is indebted to Lender in the maximum principal amount of TWENTY-SEVEN MILLION NINE HUNDRED THOUSAND AND NO/100 DOLLARS (\$27,900,000.00), evidenced by the Note.
- B. The Note is secured by the Loan Documents.
- C. Borrower desires to collaterally assign the Rents to Lender.

### ARTICLE I

#### DEFINITIONS

Section 1.1 Definitions. As used in this Assignment, the following terms have the following meanings:

Contracts: All of the right, title, and interest of Borrower, including equitable rights, in, to, and under any and all (i) contracts for the sale of all or any portion of the Mortgaged Property, whether such contracts are now or at any time hereafter existing, including any and all earnest money or other deposits escrowed or to be escrowed by the purchasers under the contracts, including all amendments and supplements to and renewals and extensions of the contracts at any time made, and together with all payments, earnings, income, and profits arising from the sale of all or any portion of the Mortgaged Property or from the contracts and all other sums due or to become due under and pursuant thereto and together with any and all earnest money, security, letters of credit or other deposits under any of the contracts; (ii) contracts, licenses, permits, and rights relating to living unit equivalents or other entitlements with respect to water, wastewater, and other utility services whether executed, granted, or issued by a Person, which are directly or indirectly related to, or connected with, the development, ownership, maintenance or operation of the Mortgaged Property, whether such contracts, licenses, and permits are now or at any time hereafter existing, including any and all certificates, licenses, zoning variances, permits, and no action letters from each Governmental Authority required (a) to evidence compliance by Borrower and all Improvements constructed or to be constructed on the Mortgaged Property with all Legal Requirements applicable to the Mortgaged Property, and (b) to develop and/or operate the

Mortgaged Property as an industrial facility, as the case may be; and (iii) all other contracts or agreements that in any way relate to the use, enjoyment, occupancy, operation, maintenance, repair, management or ownership of the Mortgaged Property (save and except the Leases), including maintenance and service contracts and management agreements.

**Debtor Relief Claims:** All claims and rights to the payment of damages and any other claims (including, without limitation, any administrative claims) arising from any rejection, assumption or use by a Lessee of any Lease pursuant to the Debtor Relief Laws.

**Debtor Relief Laws:** Title 11 of the United States Code, as now or hereafter in effect, or any other applicable law, domestic or foreign, as now or hereafter in effect, relating to bankruptcy, insolvency, liquidation, receivership, reorganization, arrangement or composition, extension or adjustment of debts, or similar laws affecting the rights of creditors.

**Deed of Trust:** The Deed of Trust, Security Agreement and Fixture Filing dated of even date herewith given by Borrower for the benefit of Lender relating to the Mortgaged Property, as such Deed of Trust may hereafter be amended, modified, supplemented, restated, extended or renewed and in effect from time to time.

**Event of Default:** Any happening or occurrence defined as an Event of Default in the Loan Agreement.

**Governmental Authority:** Any and all applicable courts, boards, agencies, commissions, offices, or authorities of any nature whatsoever for any governmental unit (federal, state, county, district, municipal, city or otherwise), whether now or hereafter in existence.

**Improvements:** Any and all buildings, covered garages, air conditioning towers, open parking areas, structures, fixtures and other improvements of any kind or nature, and any and all additions, alterations, betterments or appurtenances thereto, now or at any time hereafter situated, placed, or constructed upon the Land or any part thereof.

**Indebtedness:** (i) The principal, interest, and other sums evidenced by the Note or the Loan Documents; (ii) any other amounts, payments, or premiums payable by Borrower to Lender under the Loan Documents; (iii) such additional or future sums (whether or not obligatory), with interest thereon, as may hereafter be borrowed, or advanced from Lender to Borrower when evidenced by a promissory note which, by its terms, is secured by the Deed of Trust (it being contemplated by Borrower and Lender that such future indebtedness may be incurred); (iv) any and all other indebtedness, obligations, and liabilities of any kind or character of Borrower to Lender as set forth in the Loan Documents, now or hereafter existing, absolute or contingent, due or not due, arising under and pursuant to the Loan Documents by operation of law or otherwise, or direct or indirect, primary or secondary, joint, several, joint and several, fixed or contingent, secured or unsecured by additional or different security or securities, including indebtedness, obligations, and liabilities to Lender of Borrower as a member of any partnership, joint venture, trust or other type of business association or other legal entity, and whether incurred by Borrower as principal, surety, endorser, guarantor, accommodation party or otherwise; and (v) any and all renewals, modifications,

amendments, restatements, rearrangements, consolidations, substitutions, replacements, enlargements, and extensions thereof, it being contemplated by Borrower and Lender that Borrower may hereafter become indebted to Lender in further sum or sums.

**Land:** All that certain real property or interest therein more particularly described in Exhibit A attached hereto and incorporated herein by reference, together with all rights, titles, interests, and privileges of Borrower, if any, in and to (i) all streets, ways, roads, alleys, easements, rights-of-way, licenses, rights of ingress and egress, vehicle parking rights and public places, existing or proposed, abutting, adjacent, used in connection with or pertaining to such real property or the Improvements; (ii) any strips or gores of real property between such real property and abutting or adjacent properties; (iii) all water and water rights, timber and crops pertaining to such real estate; and (iv) all appurtenances and all reversions and remainders in or to such real property.

**Leases:** Any and all leases, master leases, subleases, licenses, concessions, or other agreements (whether written or oral, or now or hereafter in effect) which grant to third parties a possessory interest in and to, or the right to use or occupy, all or any part of the Land and/or Improvements, together with all security and other deposits or payments made in connection therewith.

**Lease Guaranties:** Collectively, all claims and rights under any and all guaranties of Leases, and any other credit given to Borrower or any predecessor or successor of Borrower by any guarantor in connection with any of the Leases.

**Lease Rent Notice:** A written notice from Lender to any Lessee under a Lease instructing each such Lessee under a Lease to pay all current and future Rents under the Leases directly to Lender, and attorn in respect of all other obligations thereunder directly to Lender.

**Legal Requirements:** Any and all present and future judicial decisions, statutes, rulings, rules, regulations, permits, certificates, or ordinances of any Governmental Authority in any way applicable to Borrower or the Mortgaged Property.

**Lender's Agent:** Means Borrower, solely for the purpose of collecting Rents and applying Rents as set forth in this Assignment, which agency shall never be deemed to be that of trustee and beneficiary for any purpose, and which agency relationship cannot be terminated by Borrower so long as the Loan Documents are in effect.

**Lessee:** Individually or collectively, a lessee or tenant under any of the Leases.

**License:** A limited, non-assignable license, subject to automatic termination under this Agreement, and all other terms and provisions hereof, to exercise and enjoy all incidences of the status of a lessor with respect to the Rents, including the right to collect, demand, sue for, attach, levy, recover, and receive the Rents as Lender's Agent and to give proper receipts, releases, and acquittances therefor, and all rights, powers, privileges, options and other benefits of lessor under the Leases and lender under the Lease Guaranties.

Loan: The loan made by Lender to Borrower, evidenced by the Note and secured by the liens created by the Deed of Trust and the other Loan Documents.

Loan Agreement: That certain Loan Agreement dated of even date herewith by and among the Borrower and Lender and relating to the Mortgaged Property.

Loan Documents: The Note, the Deed of Trust, the Loan Agreement, and any and all other agreements, documents and instruments (except for this Assignment) now or hereafter executed by Borrower or any other Person in connection with the loan evidenced by the Note or in connection with the payment of the Indebtedness or the performance and discharge of the Obligations related hereto or thereto, together with any and all renewals, modifications, amendments, restatements, consolidations, substitutions, replacements, extensions and supplements hereof or thereof.

Mortgaged Property: The Land (as defined in the Deed of Trust), Improvements, Contracts, Leases, and any interest of Borrower now owned or hereafter acquired in and to, and any portion of, the Land, Improvements, Contracts and Leases, together with any and all other security and collateral of any nature whatsoever, now or hereafter given for the repayment of the Indebtedness or the performance and discharge of the Obligations.

Note: That certain Term Promissory Note dated of even date herewith, executed by Borrower and payable to the order of a Lender in the aggregate principal amount of the Loan, as such promissory note may hereafter be renewed, extended, supplemented, increased, amended or modified in effect from time to time, and all other promissory notes given in substitution therefor or in modification, renewal, amendment, restatement, increase or extension thereof, in whole or in part.

Obligations: Any and all of the covenants, conditions, warranties, representations, and other obligations (other than to repay the Indebtedness) made or undertaken by Borrower or any other Person that is a party to the Loan Documents to Lender, or others as set forth in the Loan Documents, the Leases, and in any deed or other form of conveyance, or any other agreement pursuant to which Borrower is granted a possessory interest in the Land.

Operating Expenses: All costs and expenses related to the ownership, operation, management, repair and leasing of the Land and Improvements, including ground lease payments, costs and expenses associated with the operation of any garage associated with and constituting a portion of the Land and Improvements, insurance charges and premiums for coverages related to the Mortgaged Property, ad valorem taxes and other impositions, the costs of prevention of waste, ordinary repairs, maintenance, environmental audits, property management, security, reasonable fees paid to accountants, reasonable marketing and promotional expenses, reasonable legal expenses, the cost and expense of all obligations under the Leases and all costs related to compliance with applicable requirements of any Governmental Authority.

**Permitted Exceptions:** The liens, easements, restrictions, security interests, and other matters as reflected on Exhibit B to the Deed of Trust and incorporated herein by reference and the liens and security interests created by the Loan Documents.

**Person:** Any corporation, limited liability company, limited liability partnership, general partnership, limited partnership, association, joint venture, trust or any other association or legal entity, including any public or governmental body, agency or instrumentality, as well as any natural person.

**Rents:** All rents, revenues, royalties, income, issues, proceeds, bonus monies, profits (including all oil and gas or other mineral royalties and bonuses), accounts, security and other types of deposits (after Borrower acquires title thereto) and other benefits paid or payable by parties, other than Borrower, under either or both of the Contracts or Leases for using, leasing, licensing, possessing, operating from, residing in, selling or otherwise enjoying all or any portion of the Land and Improvements.

Section 1.2 **Additional Definitions.** As used herein, the following terms shall have the following meanings: (i) "hereof," "hereby," "hereto," "hereunder," "herewith," and similar terms mean of, by, to, under and with respect to, this Assignment or to the other documents or matters being referenced; (ii) "heretofore" means before, "hereafter" means after, and "herewith" means concurrently with the date of this Assignment; (iii) all pronouns, whether in masculine, feminine or neuter form, shall be deemed to refer to the object of such pronoun whether same is masculine, feminine or neuter in gender, as the context may suggest or require; (iv) "including" means including, without limitation, and (v) all terms used herein, whether or not defined in Section 1.1 hereof, and whether used in singular or plural form, shall be deemed to refer to the object of such term whether such is singular or plural in nature, as the context may suggest or require.

## ARTICLE II

### ASSIGNMENT

Section 2.1 **Assignment Property Assigned.** Borrower and Lender intend, and Borrower hereinafter collaterally assigns to Lender the following property, rights, interests and estates, whether now owned, or hereafter acquired, all of the Borrower's right, title and interest, if any, in and to (collectively, the "Assignment Property");

- (a) **Rents.** Any and all Rents;
- (b) **Debtor Relief Claims.** Any and all Debtor Relief Claims;
- (c) **Lease Guaranties.** Any and all Lease Guaranties;
- (d) **Proceeds.** All proceeds from any sale or other disposition of the Leases, the Rents, the Lease Guaranties and the Debtor Relief Claims;

(e) Other Rights of Lessor. All rights, powers, privileges, options and other benefits of Borrower as lessor under the Leases and lender under the Lease Guaranties, including the immediate and continuing right to make claim for, receive, collect and apply all Rents payable or receivable under the Leases and all sums payable under the Lease Guaranties or pursuant thereto (and to apply the same to the payment of the Indebtedness or the other Obligations).

(f) Power of Attorney. To the extent permitted by law, an irrevocable power of attorney, herein granted by Borrower, coupled with an interest, effective only upon the occurrence and during the continuation of an Event of Default, to take any and all of the actions set forth in Section 6.1 of this Assignment and any or all other reasonable actions designated by Lender for the proper management and preservation of the Land and Improvements.

(g) Other Rights and Agreements. Any and all other rights of Borrower in and to the items set forth in this Section, and all amendments, modifications, replacements, renewals, extensions, supplements, restatements and substitutions thereof.

### ARTICLE III

#### CONSIDERATION

Section 3.1 Consideration. This Assignment is made in consideration of the Loan and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged and confessed.

### ARTICLE IV

#### COLLATERAL ASSIGNMENT

Section 4.1 Present Assignment. Borrower hereby collaterally GRANTS, BARGAINS, SELLS, and CONVEYS the Assignment Property unto Lender, in order to provide a source of future payment of the Indebtedness and the Obligations, subject only to the Permitted Exceptions applicable thereto, it being the intention of Borrower and Lender that this collateral assignment be security for the repayment of the Indebtedness and the Obligations; TO HAVE AND TO HOLD the Assignment Property unto Lender, forever and Borrower does hereby bind itself, its successors, and assigns to warrant and forever defend the title to the Assignment Property unto Lender against every Person whomsoever lawfully claiming or to claim the same or any part thereof, by through or under Borrower, but not otherwise.

Section 4.2 Limited License. Lender hereby grants to Borrower the License. Borrower hereby agrees to receive all Rents and hold the same on behalf of Lender as Lender's Agent to be applied, and to apply the Rents so collected, in any manner consistent with the Loan Documents. Neither this Assignment nor the receipt of Rents by Lender (except to the extent, if any, that the Rents are actually applied to the Indebtedness by Lender upon and after such receipt) shall effect

a pro tanto payment of the Indebtedness, and such Rents shall be applied as provided in this Section. Furthermore, and notwithstanding the provisions of this Section, no credit shall be given by Lender for any Rents until the money collected is actually received by Lender at the address in the opening paragraph of this Assignment, or at such other place as Lender shall designate in writing, and no such credit shall be given for any Rents after termination of the License in accordance with the terms of this Assignment, after foreclosure or other transfer of the Mortgaged Property (or part thereof from which Rents are derived pursuant to this Assignment) to Lender or any other third party, except in accordance with Section 4.3 below.

Section 4.3 Notice to Lessees. After the occurrence and during the continuance of an Event of Default, upon receipt from Lender of a Lease Rent Notice, each Lessee is hereby authorized and directed to pay directly to Lender all Rents thereafter accruing and the receipt of Rents by Lender shall be a release of such Lessee to the extent of all amounts so paid. The receipt by a Lessee of a Lease Rent Notice shall be sufficient authorization for such Lessee to make all future payments of Rents directly to Lender and each such Lessee shall be entitled to rely on the Lease Rent Notice and shall have no liability to Borrower for any Rents paid to Lender after receipt of the Lease Rent Notice. Rents so received by Lender under this Assignment for any period prior to foreclosure under the Deed of Trust or acceptance of a deed in lieu of such foreclosure shall be applied by Lender to the payment of the following (in such order and priority as Lender shall reasonably determine): (i) all Operating Expenses; (ii) all reasonable expenses incident to taking and retaining possession of the Mortgaged Property and/or collecting Rent as it becomes due and payable; and (iii) the Indebtedness. In no event will the provisions of this Section 4.3 reduce the Indebtedness except to the extent, if any, that Rents are actually received by Lender and applied upon or after said receipt to such Indebtedness in accordance with the preceding sentence. Without impairing their rights hereunder, Lender may, at Lender's option, at any time and from time to time, release to Borrower, Rents so received by Lender or any part thereof. As between Borrower and Lender, and any Person claiming through or under Borrower, other than any Lessee under the Leases who has not received a Lease Rent Notice, this Assignment is intended to be absolute, unconditional and presently and immediately effective (and not an assignment for additional security), and the Lease Rent Notice hereof is intended solely for the benefit of each such Lessee and shall never inure to the benefit of Borrower or any Person claiming through or under Borrower, other than a Lessee who has not received such notice. **BORROWER SHALL HAVE NO RIGHT OR CLAIM AGAINST ANY LESSEE WHO HAS RECEIVED A LEASE RENT NOTICE FOR THE PAYMENT OF ANY RENTS TO LENDER HEREUNDER AND BORROWER HEREBY WAIVES ANY CLAIM AGAINST EACH LESSEE WHO HAS RECEIVED A LEASE RENT NOTICE FOR ALL LIABILITY, LOSS, COST, DAMAGE OR EXPENSE SUFFERED OR INCURRED BY BORROWER BY REASON OF SUCH LESSEE'S COMPLIANCE WITH ANY DEMAND FOR PAYMENT OF RENTS MADE BY LENDER CONTEMPLATED BY THIS ASSIGNMENT.**

Section 4.4 Termination of Assignment. Upon payment in full of the Indebtedness, this Assignment shall automatically terminate, become null and void and shall be of no further force and effect. At Borrower's reasonable request, Lender shall execute and deliver to Borrower



recordable documents to evidence the release of this Assignment, the costs of which to be paid by Borrower.

## ARTICLE V

### WARRANTIES, REPRESENTATIONS AND COVENANTS

Section 5.1 Warranties and Representations. Borrower hereby unconditionally warrants and represents to Lender as of the date hereof as follows:

(a) No Default. Borrower has duly and punctually performed, each and every material term, covenant, condition and warranty of the Leases on Borrower's part to be kept, observed and performed; to Borrower's actual knowledge, no material default has occurred under the terms or provisions of any of the Leases; and to Borrower's actual knowledge, no event has occurred and is continuing which, with the lapse of time or the giving of notice or both, would constitute a default under the terms of any of the Leases.

(b) No Modification of Leases or Anticipation or Hypothecation of Rents. Except as disclosed to Lender in any rent roll delivered to Lender, the Leases are valid and unmodified, except as indicated herein, and are in full force and effect; neither Borrower nor to Borrower's actual knowledge, any predecessor lessor has sold, assigned, transferred, mortgaged or pledged the Leases or assigned the Rents, whether now due or hereafter to become due, which has not been released or terminated; the Rents now due, or to become due, for any periods subsequent to the date hereof have not been collected more than two (2) months in advance and that payment thereof has not been anticipated more than two (2) months in advance, waived or released, discounted, setoff or otherwise discharged or compromised; neither Borrower nor to Borrower's actual knowledge, any predecessor lessor has taken any actions or executed any instruments which could prevent Lender from taking any actions or exercising any rights or remedies under any of the terms and provisions of this Assignment or which could limit Lender in taking or exercising any actions, rights or remedies hereunder.

Section 5.2 Covenants. Borrower hereby unconditionally covenants and agrees with Lender as follows:

(a) Performance. Borrower shall observe, perform and discharge, duly and punctually, each and every of the material obligations, terms, covenants, conditions and covenants in the Loan Documents and of the Leases; and Borrower shall give prompt notice to Lender of any failure on the part of Borrower to observe, perform and discharge the same.

(b) Anticipation or Hypothecation of Rents. Borrower shall neither receive nor collect any Rents from any present or future Lessee for a period of more than two (2) months in advance (whether in cash or by evidence of indebtedness); nor pledge, transfer, mortgage or otherwise encumber or assign future payments of Rents except pursuant to the

Loan Documents; nor, except as provided in a Lease, waive, excuse, condone, discount, setoff, compromise or in any manner release or discharge any Lessee under any Lease of and from any obligations, covenants, conditions and agreements to be kept, observed and performed by such Lessee, including the obligation to pay Rents thereunder, in the amount, manner and at the time and place specified therein; nor, except as provided in any Lease, incur any indebtedness to any Lessee or guarantor under any Lease Guaranty, for borrowed monies or otherwise, which could ever be availed of as an offset against the Rents.

(c) No Sublease or Assignment. Except as provided in any Lease, Borrower shall not consent to any subletting of the Mortgaged Property or any part thereof, nor to any assignment of any Lease by any Lessee thereunder, nor to any assignment or further subletting of any sublease, without obtaining in each instance the prior written consent of Lender, which consent shall not be unreasonably withheld, conditioned or delayed.

(d) Delivery of Leases; Further Acts and Assurances. Following an Event of Default and during the continuation thereof, Borrower will deliver to Lender executed copies of all existing and future Leases within five (5) Business Days after execution, for all or any part of the Land and/or Improvements and will transfer and assign future Rents upon the same terms and conditions as herein contained, and Borrower hereby covenants and agrees to make, execute and deliver to Lender, following an Event of Default and during the continuation thereof, any and all assignments and other documents and instruments which Lender may deem necessary to carry out the true purpose and intent of this Assignment.

(e) Security Deposits. Borrower shall hold all security deposits received pursuant to the Leases in an account separate from any and all other funds as Lender's Agent in accordance with all applicable law. From and after the occurrence of an Event of Default, and upon the written demand by Lender, Borrower shall pay to Lender any and all security deposits held by Borrower and not yet applied in accordance with the terms of a Lease. Upon, but only to the extent of, receipt by Lender of such security deposits, Lender shall be responsible for and liable to such Lessees with respect to the security deposits in accordance with the Leases.

(f) Not an Executory Contract. Borrower agrees that, once entered, this agreement is not an executory contract under applicable law, and that Lender owes no performance such that this agreement would be executory.

## ARTICLE VI

### REMEDIES

#### Section 6.1 Remedies of Lender.

(a) Upon the occurrence and during the continuance of an Event of Default, Borrower hereby agrees that Borrower's relationship as Lender's Agent shall automatically,

and without further action of any kind or nature by Lender, terminate, and that Lender may give the Lease Rent Notice to Lessees under the Leases; provided, however, upon Borrower's cure of any Event of Default, the License granted to Borrower herein shall automatically be reinstated. It shall never be necessary for Lender to institute legal proceedings of any kind whatsoever to enforce any provision of this Assignment. Upon giving a Lease Rent Notice to a Lessee, all Rents collected by Lender shall be applied as provided for in Section 4.3 of this Assignment. Entering upon and taking possession of the Mortgaged Property, collection of Rents and the application thereof as aforesaid shall not cure or waive any Event of Default or notice of default, if any, hereunder nor invalidate any act done pursuant to such notice. Failure or discontinuance by Lender, at any time or from time to time, to collect said Rents shall not in any manner impair the subsequent enforcement by Lender, of the right, power and authority herein conferred upon Lender. Nothing contained herein, nor the exercise of any right, power or authority herein granted to Lender shall be or shall be construed to be, an affirmation by it of any tenancy, lease or option, nor an assumption of liability under, nor the subordination of, the lien or charge of the Deed of Trust, to any such tenancy, lease, or option, nor an election of judicial relief, if any such relief is requested or obtained as to Rents, with respect to the Mortgaged Property or any collateral given by Borrower to Lender.

(b) In addition, upon the occurrence and during the continuance of an Event of Default, Lender, at its option, may (i) complete any ongoing construction on the Land and/or Improvements, if any (subject to the terms of the Leases); (ii) exercise all rights and powers of Borrower under the Leases, including the right to demand, sue for, collect and receive all Rents from the Mortgaged Property and all sums payable under the Assignment Property; (iii) require Borrower to vacate and surrender possession of the Land and Improvements to Lender and, in default thereof, Borrower may be evicted by summary proceedings or otherwise.

Section 6.2 Other Remedies: Waiver. Nothing contained in this Assignment and no act done or omitted by Lender pursuant to the power and rights granted to Lender hereunder shall be deemed to be a waiver by Lender of its rights and remedies under the Loan Documents and this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by Lender under the terms thereof. The right of Lender to collect the Indebtedness and to enforce any security therefor held by it may be exercised by Lender either prior to, simultaneously with or subsequent to any action taken by it hereunder. To the fullest extent permitted by applicable law, Borrower hereby absolutely, unconditionally and irrevocably waives any and all rights to assert any setoff, counterclaim or cross claim of any nature whatsoever with respect to the obligations of Borrower under this Assignment, or otherwise with respect to the Loan in any action or proceeding brought by Lender to collect same, or any portion thereof or to enforce and realize upon the liens and security interests created by any of the Loan Documents (provided, however, that the foregoing shall not be deemed a waiver of Borrower's right to assert any compulsory counterclaim if such counterclaim is compelled under local law or rule of procedure, nor shall the foregoing be deemed a waiver of Borrower's right to assert any claim which would constitute a defense, setoff,

counterclaim or crossclaim of any nature whatsoever against Lender in any separate action or proceeding).

Section 6.3 Release of Security. Lender may take or release any security for the payment of the Indebtedness, may release any party primarily or secondarily liable therefor and may apply any security held by Lender to the reduction or satisfaction of the Indebtedness without prejudice to any of its rights under this Assignment.

Section 6.4 Non Waiver. The exercise by Lender of the rights granted it in Section 6.1 of this Assignment and the collection of the Rents and other sums payable in relation to the Assignment Property and the application thereof as herein provided shall not be considered a waiver of any default by Borrower under the Leases, this Assignment or the Loan Documents. The failure of Lender to insist upon strict performance of any term hereof shall not be deemed to be a waiver of any term of this Assignment. Borrower shall not be relieved of Borrower's obligations hereunder by reason of (i) the failure of Lender to comply with any request of Borrower or any other party to take any action to enforce any of the provisions hereof or of the Loan Documents; (ii) the release regardless of consideration, of the whole or any part of the Mortgaged Property; or (iii) any agreement or stipulation by Lender extending the time of payment or otherwise modifying or supplementing the terms of this Assignment or any of the Loan Documents. Lender may resort for the payment of the Indebtedness to any security held by Lender in such order and manner as Lender, in its discretion, may elect. Lender may take any action to recover the Indebtedness or any portion thereof or to enforce any covenant hereof without prejudice to the right of Lender to enforce its rights under this Assignment. The rights of Lender under this Assignment shall be separate, distinct and cumulative and none shall be given effect to the exclusion of the others. No act of Lender shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision.

## ARTICLE VII

### FURTHER ASSURANCES/NO LIABILITY

Section 7.1 Further Assurances. Borrower will, at the reasonable cost of Borrower and without expense to Lender, do, execute, acknowledge and deliver all and every such further acts, conveyances, assignments, notices of assignments, transfers and assurances as Lender shall, from time to time, reasonably require for the better assuring, conveying, assigning, transferring and confirming unto Lender the property and rights hereby assigned or intended now or hereafter so to be, or which Borrower may be or may hereafter become bound to convey or assign to Lender, or for carrying out the intention or facilitating the performance of the terms of this Assignment or for filing, registering or recording this Assignment and, within ten (10) Business Days after written demand, will execute and deliver one or more, assignments, conveyances or transfers, to evidence more effectively the assignments or other agreements herein contained on the part of Borrower.

Section 7.2 No Liability of Lender. This Assignment shall not be construed to be an assumption of, or to bind Lender to the performance of, any of the covenants, conditions or

provisions contained in any Lease or Lease Guaranty or otherwise impose any obligation upon Lender. Lender shall not be liable for any loss sustained by Borrower resulting from Lender's failure to lease the Land and/or Improvements or any portion thereof, after the occurrence and during the continuance of an Event of Default or from any other act or omission of Lender in managing the Mortgaged Property after the occurrence and during the continuance of an Event of Default unless such loss is caused by the willful misconduct, fraud, criminal act or gross negligence of Lender or arises out of a state of facts that first came into existence after the date Lender or its nominee or any other Person acquired title to the Mortgaged Property by foreclosure, deed in lieu of foreclosure or similar transaction or the date on which the Loan has been paid in full, whether at maturity, as a result of acceleration, in connection with a prepayment or otherwise. Unless and until Lender takes title and possession of the Property, this Assignment shall not operate to place any obligation or liability for the control, care, management or repair of the Mortgaged Property upon Lender, nor for the carrying out of any of the terms and conditions of the Leases or any Lease Guaranties; nor shall it operate to make Lender responsible or liable for any waste committed on the Land and/or Improvements by the tenants or any other parties or for any dangerous or defective condition of the Land and/or Improvements, including the presence of any Hazardous Substances (as defined in the Environmental Indemnity Agreement), unless the presence of such Hazardous Substance was caused by the gross negligence, fraud, criminal act or willful misconduct of Lender, or for any negligence in the management, upkeep, repair or control of the Land and/or Improvements resulting in loss or injury or death to any tenant, licensee, employee or stranger.

**Section 7.3 BORROWER'S INDEMNITIES. BORROWER HEREBY AGREES TO INDEMNIFY AND HOLD LENDER AND ITS AGENTS, REPRESENTATIVES AND EMPLOYEES FREE AND HARMLESS FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, COST, DAMAGE OR EXPENSE (BUT EXCLUDING PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES) WHICH LENDER AND LENDER'S AGENTS, REPRESENTATIVES AND EMPLOYEES INCUR UNDER OR BY REASON OF THIS ASSIGNMENT OR IN RELATION TO THE ASSIGNMENT PROPERTY, OR FOR ANY ACTION TAKEN BY LENDER OR LENDER'S AGENTS, REPRESENTATIVES OR EMPLOYEES HEREUNDER, OR BY REASON OR IN DEFENSE OF ANY AND ALL CLAIMS AND DEMANDS WHATSOEVER WHICH MAY BE ASSERTED AGAINST LENDER AND LENDER'S AGENTS, REPRESENTATIVES AND EMPLOYEES ARISING OUT OF THE LEASES OR THE LEASE GUARANTIES, INCLUDING SPECIFICALLY, BUT WITHOUT LIMITATION, ANY CLAIM BY ANY LESSEE OF CREDIT FOR RENTS PAID TO AND RECEIVED BY BORROWER, BUT NOT DELIVERED TO LENDER OR LENDER'S AGENTS, REPRESENTATIVES OR EMPLOYEES, FOR ANY PERIOD UNDER ANY LEASE MORE THAN ONE (1) MONTH IN ADVANCE OF THE DUE DATE THEREOF. IF LENDER OR LENDER'S AGENTS, REPRESENTATIVES OR EMPLOYEES INCURS ANY SUCH LIABILITY, LOSS, COST, DAMAGE OR EXPENSE, THE AMOUNT THEREOF, INCLUDING REASONABLE ATTORNEYS' FEES, WITH INTEREST THEREON AT THE DEFAULT RATE SPECIFIED IN THE NOTE, SHALL BE PAYABLE BY BORROWER TO LENDER WITHIN TEN (10) BUSINESS DAYS AFTER WRITTEN DEMAND AND SHALL BE SECURED BY ALL SECURITY FOR THE PAYMENT AND**

PERFORMANCE OF THE INDEBTEDNESS AND THE OBLIGATIONS, INCLUDING SPECIFICALLY, BUT WITHOUT LIMITATION, THE LIEN AND SECURITY INTEREST OF THE DEED OF TRUST; PROVIDED, HOWEVER, THAT THE RENTS ARE NOT AND SHALL NOT BE SECURITY FOR THE LIABILITY OF BORROWER, IF ANY, UNDER THIS SECTION.

Section 7.4 NOTWITHSTANDING THE FOREGOING, THE INDEMNITIES OF SECTION 7.3 SHALL NOT EXTEND TO ANY LIABILITY, LOSS, COST, DAMAGE OR EXPENSE ARISING OUT OF THE GROSS NEGLIGENCE, FRAUD, CRIMINAL ACT OR WILLFUL MISCONDUCT OF THE LENDER AND THE OTHER PARTIES ENTITLED TO THE BENEFIT OF THESE INDEMNITIES OR ARISING OUT OF A STATE OF FACTS THAT FIRST CAME INTO EXISTENCE AFTER THE DATE LENDER OR ITS NOMINEE OR ANY OTHER PERSON ACQUIRED TITLE TO THE MORTGAGED PROPERTY BY FORECLOSURE, DEED IN LIEU OF FORECLOSURE OR SIMILAR TRANSACTION OR THE DATE ON WHICH THE LOAN HAS BEEN IRREVOCABLY PAID IN FULL, WHETHER AT MATURITY, AS A RESULT OF ACCELERATION, IN CONNECTION WITH A PREPAYMENT OR OTHERWISE.

Section 7.5 No Mortgagee in Possession. Nothing herein contained shall be construed as constituting Lender as a "mortgagee in possession" in the absence of the taking of actual possession of the Mortgaged Property by Lender.

#### ARTICLE VIII

##### APPLICABLE LAW

Section 8.1 Choice of Law and Venue.

(a) CHOICE OF LAW. THIS ASSIGNMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND THEREUNDER SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS (WITHOUT GIVING EFFECT TO TEXAS' PRINCIPLES OF CONFLICTS OF LAW) AND THE LAW OF THE UNITED STATES APPLICABLE TO TRANSACTIONS IN SUCH STATE; PROVIDED, HOWEVER, THAT AS TO MATTERS OF PRIORITY OF LIENS AND OTHER TITLE MATTERS AND THE ENFORCEMENT OF REMEDIES AGAINST CERTAIN COLLATERAL LOCATED IN WASHINGTON, THE LAWS OF THE STATE OF WASHINGTON SHALL GOVERN. BORROWER ACKNOWLEDGES, STIPULATES AND AGREES THAT (A) THE TRANSACTION EVIDENCED, GOVERNED AND/OR SECURED HEREBY BEARS A REASONABLE RELATIONSHIP TO THE STATE OF TEXAS IN THAT, AMONG OTHER THINGS, LENDER HAS CONDUCTED A SUBSTANTIAL PART OF THE NEGOTIATIONS FOR THIS TRANSACTION IN THE STATE OF TEXAS, THE LOAN SECURED HEREBY HAS BEEN

ORIGINATED FROM THE STATE OF TEXAS, LENDER AND CERTAIN OBLIGORS WILL PERFORM A SUBSTANTIAL PART OF THEIR RESPECTIVE OBLIGATIONS FOR THE LOAN IN THE STATE OF TEXAS (INCLUDING WITHOUT LIMITATION THE SERVICING OF THE LOAN BY LENDER), AND (B) LENDER WOULD NOT HAVE ENTERED INTO THIS TRANSACTION BUT FOR THE FOREGOING STIPULATION AND AGREEMENT AS TO THE CHOICE OF TEXAS LAW TO GOVERN THIS TRANSACTION.

(b) VENUE. BORROWER HEREBY IRREVOCABLY AND UNCONDITIONALLY (A) CONSENTS AND SUBMITS TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED WITHIN THE STATE OF TEXAS, AND ANY APPELLATE COURT THEREOF, (B) AGREES THAT ALL ACTIONS AND PROCEEDINGS BASED UPON, ARISING OUT OF, RELATING TO OR OTHERWISE CONCERNING THIS ASSIGNMENT OR ANY OTHER DOCUMENT, INSTRUMENT OR AGREEMENT RELATED TO THIS ASSIGNMENT, INCLUDING ALL CLAIMS FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, MAY BE BROUGHT, HEARD, AND DETERMINED (LITIGATED) IN SUCH COURTS, (C) ACCEPTS FOR ITSELF AND IN CONNECTION WITH ITS PROPERTIES, THE JURISDICTION OF THE AFORESAID COURTS, (D) WAIVES ANY OBJECTION, INCLUDING ANY OBJECTION TO THE LAYING OF VENUE OR BASED UPON THE GROUNDS OF FORUM NON CONVENIENT, THAT IT MAY NOW OR HEREAFTER HAVE TO BRINGING OR MAINTAINING ANY SUCH ACTION OR PROCEEDING IN SUCH JURISDICTION, AND (E) AGREES TO BE BOUND BY ANY JUDGMENT RENDERED THEREBY IN CONNECTION WITH THIS ASSIGNMENT, OR ANY SUCH OTHER DOCUMENT, INSTRUMENT OR AGREEMENT. NOTHING HEREIN SHALL LIMIT THE RIGHT OF LENDER TO BRING ANY ACTION OR PROCEEDING AGAINST BORROWER OR ITS PROPERTIES IN THE COURTS OF ANY OTHER JURISDICTION IN CONNECTION WITH THE ENFORCEMENT OF ANY LIENS OR SECURITY INTERESTS IN FAVOR OF LENDER ON ANY OF BORROWER'S PROPERTIES OR ASSETS; PROVIDED, HOWEVER, LENDER MAY COMMENCE LEGAL PROCEEDINGS AND ENFORCE ANY OF ITS RESPECTIVE RIGHTS AND REMEDIES AS TO MATTERS OF PRIORITY OF LIENS AND ASSIGNMENTS AND OTHER TITLE MATTERS RELATING TO CERTAIN COLLATERAL LOCATED IN WASHINGTON IN THE SUPERIOR COURT OF SKAGIT COUNTY, WASHINGTON, OR IN THE UNITED STATES DISTRICT COURT – WESTERN DISTRICT OF WASHINGTON.

Section 8.2 Provisions Subject to Applicable Law. All rights, powers and remedies provided in this Assignment may be exercised only to the extent that the exercise thereof does not violate any applicable provisions of law and are intended to be limited to the extent necessary so

that they will not render this Assignment invalid, unenforceable or not entitled to be recorded, registered or filed under the provisions of any applicable laws.

Section 8.3 Chapter 64 of Subtitle B, Title 5 of the Texas Property Code. Borrower and Lender acknowledge and agree that (i) to the extent that specific terms and requirements of this Assignment conflict with specific terms and requirements of Chapter 64 of Subtitle B, Title 5 of the Texas Property Code (the "Assignment of Leases Statute"), and such terms and requirements of the Assignment of Leases Statute are permitted under the Assignment of Leases Statute to be superseded by an agreement between Borrower and Lender, the specific terms and requirements of this Assignment hereby supersede such specific terms and requirements of the Assignment of Leases Statute, and (ii) to the extent that specific terms and requirements of this Assignment conflict with specific terms and requirements of the Assignment of Leases Statute, and such terms and requirements of the Assignment of Leases Statute are not permitted by the Assignment of Leases Statute to be superseded by an agreement between Borrower and Lender, the specific terms and requirements of the Assignment of Leases Statute shall control, and Borrower and Lender further agree that all other terms and requirements of this Assignment shall not otherwise be impaired or superseded thereby and shall remain in full force and effect.

## ARTICLE IX

### MISCELLANEOUS PROVISIONS

Section 9.1 Duplicate Originals; Counterparts. This Assignment may be executed in any number of duplicate originals and each such duplicate original shall be deemed to be an original. This Assignment may be executed in several counterparts, each of which counterparts shall be deemed an original instrument and all of which together shall constitute a single assignment. The failure of any party hereto to execute this Assignment or any counterpart hereof, shall not relieve the other signatories from their obligations hereunder.

Section 9.2 Notices. All notices or other communications required or permitted to be given pursuant to this Assignment shall be in writing and shall be considered as properly given when given in accordance with the terms of the Loan Agreement.

Section 9.3 Joint and Several Liability. If Borrower consists of more than one Person, each shall be jointly and severally liable to perform the obligations of Borrower under this Assignment.

Section 9.4 Headings, Etc. The headings and captions of various paragraphs of this Assignment are for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

Section 9.5 Recitals. The recital and introductory paragraphs of this Assignment are a part hereof, form a basis for this Assignment, and shall be considered *prima facie* evidence of the facts and documents referred to herein.



Section 9.6 Sole Discretion of Lender. Wherever pursuant to this Assignment (i) Lender exercises any right given to them to approve or disapprove; (ii) any arrangement or term is to be satisfactory to Lender; or (iii) any other decision or determination is to be made by Lender, the decision of Lender to approve or disapprove, all decisions that arrangements or terms are satisfactory or not satisfactory and all other decisions and determinations made by Lender, shall be in the sole discretion of Lender, except as may be otherwise expressly and specifically provided herein.

Section 9.7 Costs and Expenses of Borrower. Wherever pursuant to this Assignment it is provided that Borrower pay any costs and expenses, such costs and expenses shall include reasonable outside legal fees and disbursements of Lender actually incurred.

Section 9.8 Survival of Obligations. Each and all of the provisions of this Assignment shall survive the execution and delivery of this Assignment and the consummation of the Loan and shall continue in full force and effect until the termination of this Assignment; provided, however, that nothing contained in this Section shall limit the obligations of Borrower as otherwise set forth herein.

Section 9.9 Recording and Filing. Borrower will cause this Assignment (if requested by Lender in writing) and all amendments and supplements thereto and substitutions therefor to be recorded, filed, re-recorded and refiled in such manner and in such places as Lender shall reasonably request, and will pay all such recording, filing, re-recording and re-filing taxes, fees and other charges.

Section 9.10 ENTIRE AGREEMENT; AMENDMENT. THIS ASSIGNMENT AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL, ENTIRE AGREEMENT AMONG THE PARTIES HERETO AND SUPERSEDE ANY AND ALL PRIOR COMMITMENTS, AGREEMENTS, REPRESENTATIONS, AND UNDERSTANDINGS, WHETHER WRITTEN OR ORAL, RELATING TO THE SUBJECT MATTER HEREOF AND THEREOF AND MAY NOT BE CONTRADICTED OR VARIED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OR DISCUSSIONS OF THE PARTIES HERETO. THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES HERETO. THIS ASSIGNMENT MAY ONLY BE AMENDED OR WAIVED BY AN INSTRUMENT IN WRITING SIGNED BY THE PARTIES HERETO.

Section 9.11 WAIVER OF TRIAL BY JURY. BORROWER, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AND LENDER, BY ITS ACCEPTANCE HEREOF, HEREBY KNOWINGLY, INTENTIONALLY, IRREVOCABLY, UNCONDITIONALLY AND VOLUNTARILY, WITH AND UPON THE ADVICE OF COMPETENT COUNSEL, WAIVES, RELINQUISHES AND FOREVER FOREGOES THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF OR IN ANY WAY RELATING TO THIS ASSIGNMENT OR ANY CONDUCT, ACT OR OMISSION OF LENDER OR BORROWER, OR ANY OF THEIR DIRECTORS, OFFICERS, PARTNERS, MEMBERS, EMPLOYEES, AGENTS OR ATTORNEYS, OR ANY

OTHER PERSONS AFFILIATED WITH LENDER OR BORROWER, IN EACH OF THE FOREGOING CASES, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE.

Section 9.12 Successors and Assigns. Subject to Section 9.1 of the Loan Agreement, the terms and provisions hereof shall inure to the benefit of Lender and any subsequent holder of the Note and shall be binding upon Borrower, its heirs, executors, administrators, successors and assigns and any subsequent owner of the Mortgaged Property.

Section 9.13 Limitation of Liability. This Assignment is subject to the provisions of Section 5.9 of the Note and Section 5.39 of the Loan Agreement and the same are incorporated as if fully rewritten herein.

[Signature page follows.]

EXECUTED on the date of acknowledgment below, but to be effective as of the Effective Date.

**BORROWER:**

**ALM BURLINGTON, LLC,**  
a Delaware limited liability company

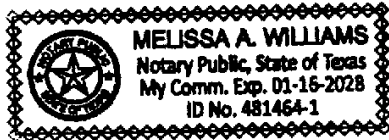
By: LM Logistics REIT II,  
a Texas real estate investment trust,  
its sole member

By: *Jason Hams*  
Name: JASON HAMS  
Title: Senior Managing Director

STATE OF TEXAS  
COUNTY OF BEXAR

This instrument was ACKNOWLEDGED before me on June 4, 2024, by Jason Hams as Sr. Managing Director of LM Logistics REIT II, a Texas real estate investment trust, the sole member of ALM Burlington, LLC, a Delaware limited liability company, on behalf of said sole member and said limited liability company.

[SEAL]



*Melissa A. Williams*  
Notary Public in and for the State of Texas

**EXHIBIT A****LEGAL DESCRIPTION****PARCEL A:**

PARCEL A OF SKAGIT COUNTY BOUNDARY LINE ADJUSTMENT NO. PL20-0036, RECORDED UNDER AUDITOR'S FILE NO. 202104300167, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOTS 2F, 2G, AND A PORTION OF 2H, BAY RIDGE BUSINESS PARK BINDING SITE PLAN, BSP NO. PL-03-0706, APPROVED JUNE 8, 2004 AND RECORDED JULY 9, 2004, UNDER AUDITOR'S FILE NO. 200407090108, RECORDS OF SKAGIT COUNTY, WASHINGTON, LYING IN EAST HALF OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 34 NORTH, RANGE 3 EAST, W.M., SKAGIT COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SAID SECTION 3 AND BEING THE NORTHEAST CORNER OF SAID LOT 2F;  
THENCE SOUTH 00°17'37" WEST, ALONG SAID EAST LINE A DISTANCE OF 557.87 FEET;  
THENCE NORTH 89°42'23" WEST, A DISTANCE OF 20.00 FEET;  
THENCE SOUTH 00°17'37" WEST, A DISTANCE OF 451.40 FEET;  
THENCE SOUTH 61°13'46" WEST, A DISTANCE OF 75.31 FEET;  
THENCE SOUTH 30°57'26" WEST, A DISTANCE OF 153.45 FEET;  
THENCE SOUTH 34°50'31" WEST, A DISTANCE OF 30.14 FEET;  
THENCE NORTH 60°54'36" WEST, A DISTANCE OF 579.99 FEET;  
THENCE SOUTH 29°05'24" WEST, A DISTANCE OF 191.15 FEET;  
THENCE SOUTH 51°59'17" WEST, A DISTANCE OF 27.68 FEET;  
THENCE NORTH 60°54'35" WEST, A DISTANCE OF 588.47 FEET TO THE WEST LINE OF SAID EAST HALF OF THE NORTHEAST QUARTER OF SECTION 3;  
THENCE NORTH 00°12'19" EAST, ALONG SAID WEST LINE, A DISTANCE OF 498.98 FEET;  
THENCE SOUTH 89°49'08" EAST, A DISTANCE OF 646.19 FEET TO THE WESTERLY MARGIN OF BAY RIDGE DRIVE;  
THENCE SOUTH 00°10'52" WEST, ALONG SAID WESTERLY MARGIN A DISTANCE OF 322.29 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 130.00 FEET AND A CENTRAL ANGLE OF 61° 05'28";  
THENCE SOUTHEASTERLY ALONG THE ARC A DISTANCE OF 138.61 FEET;  
THENCE SOUTH 60°54'36" EAST, A DISTANCE OF 536.00 FEET TO AN ANGLE POINT IN SAID BAY RIDGE DRIVE MARGIN;  
THENCE NORTH 29°05'24" EAST, ALONG SAID MARGIN A DISTANCE OF 60.00 FEET TO THE NORTHERLY MARGIN OF BAY RIDGE DRIVE;

THENCE NORTH  $60^{\circ}54'36''$  WEST, ALONG SAID MARGIN A DISTANCE OF 536.00 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 70.00 FEET AND A CENTRAL ANGLE OF  $61^{\circ}05'28''$ ;  
THENCE NORTHWESTERLY ALONG THE ARC A DISTANCE OF 74.64 FEET;  
THENCE NORTH  $00^{\circ}10'52''$  EAST, A DISTANCE OF 645.21 FEET TO THE NORTHWEST CORNER OF SAID LOT 2F;  
THENCE SOUTH  $89^{\circ}49'08''$  EAST, ALONG THE NORTH LINE OF SAID LOT 2F A DISTANCE OF 614.15 FEET TO THE POINT OF BEGINNING;

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON

**PARCEL B:**

A STORM DRAIN EASEMENT, 20' ACCESS AND POND MAINTENANCE EASEMENT, 60'/30' SANITARY SEWER AND WATERLINE EASEMENT AND EASEMENT TO MAINTAIN VEGETATION, AS GRANTED IN INSTRUMENT RECORDED JUNE 22, 2005 UNDER AUDITOR'S FILE NO. 200506220165, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.