



200012270067

, Skagit County Auditor

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Return Address:

Accufacts Research Corp.
P.O. Box 514
Olympia WA 98507-0514

UCC 2 FIXTURE FILING (County Auditor)

Indexing information required by the Washington State Auditor's/Recorder's Office, (RCW 36.18 and RCW 65.04) 1/97: (please print last name first)

Reference # (if applicable): _____

Debtor(s):(1) ETERA CORPORATION(2) _____ Addl'. on pg _____

Secured Party(ies)(Assignee)(1) IMPERIAL BANK(2) _____

Addl'. on pg _____ Legal Description (abbreviated): PTD GOV LT 2 - S 18 - T 34 N - R 4 E

Addl'. legal is on pg _____ Assessor's Property Tax Parcel/Account # 340418 - 0 - 130 - 0009

PLEASE TYPE FORM

This FIXTURE FILING is presented pursuant to the WASHINGTON UNIFORM COMMERCIAL CODE:

- LEASE - Thus filing is for informational purposes only. The terms debtor and secured party are to be construed as LESSEE and LESSOR.
- CONSIGNMENT - This filing is for informational purposes only. The terms debtor and secured party are to be construed as CONSIGNEE and CONSIGNOR.

<p>1. DEBTOR(S) (or assignor(s)) (last name first, and address(es))</p> <p>ETERA CORPORATION 14113 RIVER BEND ROAD MOUNT VERNON WA 98273</p>	<p>2. FOR OFFICE USE ONLY</p>
<p>3. NUMBER OF ADDITIONAL SHEETS ATTACHED:</p>	
<p>4. SECURED PARTY(IES) (or assignee(s)) (name and address)</p> <p>IMPERIAL BANK 5330 CARILLON POINT KIRKLAND WA 98033</p>	<p>5. ASSIGNEE(S) OF SECURED PARTY(IES)</p>

6. This FIXTURE FILING covers the following types or items of property: **SEE EXHIBIT A ATTACHED HERETO FOR COLLATERAL DESCRIPTION**
- The goods are to become fixtures on...
 - The property is timber standing on...

Fixture Filing UCC 2 (County Auditor)

The property is minerals or the like (including gas and oil) or accounts to be financed at the wellhead or minehead of the well or mine located on... (Describe real estate. Use legal description.)

This FIXTURE FILING is to be filed for record in the real estate records. If the debtor does not have an interest of record in the realty, the name of a record owner is _____

Products of collateral are also covered.

7. RETURN ACKNOWLEDGMENT COPY TO:
IMPERIAL BANK
LOAN DOCUMENTATION SERVICES/A. FRANCO
9920 S. LA CIENEGA BLVD. SUITE 628
INGLEWOOD CA 90301

FILE FOR RECORD WITH
COUNTY AUDITOR OF COUNTY
IN WHICH REAL PROPERTY IS LOCATED

SKAGIT COUNTY, WA

8. This statement is signed by the Secured Party(ies) instead of the Debtor(s) to perfect a security interest in collateral. (Please check appropriate box.)

- (a) already subject to a security interest in another jurisdiction when it was brought into this state, or when the debtor's location was changed to this state, or
- (b) which is proceeds of the original collateral described above in which a security interest was perfected, or
- (c) as to which the filing lapsed, or
- (d) acquired after the change of name, identity, or corporate structure of the debtor(s).

Complete fully if box (d) is checked.
Complete as applicable for (a), (b), and (c):

Original recording number
Filing officer where filed

Former name of debtor(s)

9. USE IF APPLICABLE

ETERA CORPORATION
TYPE NAME(S) OF DEBTOR(S) (or assignor(s))

[Signature]
SIGNATURE(S) OF DEBTOR(S) (or assignor(s))

IMPERIAL BANK
TYPE NAME(S) OF SECURED PARTY(IES) (or assignee(s))

SIGNATURE(S) OF SECURED PARTY(IES) (or assignee(s))

10. TERMINATION STATEMENT: The SECURED PARTY(IES) certifies that the SECURED PARTY(IES) no longer claims a security interest under the FIXTURE FILING bearing the recording number shown above.

NAME _____

DATE _____

Return to: County Auditor of County where original filing/recording was made.

SIGNATURE _____



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DEBTOR: ETERA CORPORATION

SECURED PARTY: IMPERIAL BANK

EXHIBIT A

COLLATERAL DESCRIPTION ATTACHMENT
TO FINANCING STATEMENT

All personal property of Borrower (herein referred to as "Borrower" or "Debtor") whether presently existing or hereafter created, written, produced or acquired, including, but not limited to:

(a) all accounts receivable, accounts, chattel paper, contract rights (including, without limitation, royalty agreements, license agreements and distribution agreements), documents, instruments, money, deposit accounts and general intangibles, including, without limitation, returns, repossessions, books and records relating thereto, and equipment containing said books and records, all financial assets, all investment property, including securities and securities entitlements;

(b) all software, computer source codes and other computer programs (collectively, the "Software Products"), and all common law and statutory copyrights and copyright registrations, applications for registration, now existing or hereafter arising, United States of America and foreign, obtained or to be obtained on or in connection with the Software Products, or any parts thereof or any underlying or component elements of the Software Products together with the right to copyright and all rights to renew or extend such copyrights and the right (but not the obligation) of Bank (herein referred to as "Bank" or "Secured Party") to sue in its own name and/or the name of the Debtor for past, present and future infringements of copyright;

(c) all farm products and crops, including without limitation, those located on, used in connection with and/or rents and profits from the real property described on Exhibit B attached hereto;

(d) all goods, including, without limitation, equipment and inventory (including, without limitation, all export inventory);

(d) all guarantees and other security therefor;

(e) all trademarks, service marks, trade names and service names and the goodwill associated therewith;

(f) (a) all patents and patent applications filed in the United States Patent and Trademark Office or any similar office of any foreign jurisdiction, and interests under patent license agreements, including, without limitation, the inventions and improvements described and claimed therein, (b) licenses pertaining to any patent whether Debtor is licensor or licensee, (c) all income, royalties, damages, payments, accounts and accounts receivable now or hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past, present or future infringements thereof, (d) the right (but not the obligation) to sue for past, present and future infringements thereof, (e) all rights corresponding thereto throughout the world in all jurisdictions in which such patents have been issued or applied for, and (f) the reissues, divisions, continuations, renewals, extensions and continuations-in-part with any of the foregoing (all of the foregoing patents and applications and interests under patent license agreements, together with the items described in clauses (a) through (f) in this paragraph are sometimes herein individually and collectively referred to as the "Patents"); and

(g) all products and proceeds, including, without limitation, insurance proceeds, of any of the foregoing.

Notwithstanding the foregoing, the Collateral shall not include any equipment pledged to M.V. Greenhouse, LLC pursuant to that certain Security Agreement dated as of July 18, 2000 between the Borrower and M.V. Greenhouse, LLC (the "Security Agreement"), so long as the Security Agreement remains in effect.



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EXHIBIT B

PARCEL "A"

A portion of Section 13, Township 34 North, Range 3 East, W. M., and the West 1/2 of Section 18, Township 34 North, Range 4 East, W.M., Skagit County, Washington, described as follows:

Beginning at the North quarter corner of said Section 13, said point being on the North line of Lot 2, of Skagit County Short Plat No. 22-90, recorded in Book 10 of Short Plats, Pages 111 and 112; thence along said North line, South 89 degrees 13' 02" East, a distance of 850.15 feet to the Northeast corner of said Short Plat; thence along the East line thereof, South 01 degree 15' 37" West, a distance of 662.71 feet; thence South 89 degrees 10' 15" East, a distance of 1644.26 feet to the East line of said Section 13; thence along said East line, North 00 degrees 57' 36" West, a distance of 610.69 feet to an existing fence; thence along said fence, North 88 degrees 52' 08" East, a distance of 127.45 feet; thence continuing along said fence and a projection thereof, North 00 degrees 14' 01" West, a distance of 326.10 feet to the South line of the North 40 feet of said Section 18; thence along said South line South 89 degrees 29' 11" East, a distance of 360.26 feet to the West line of the East 176 feet of the North 224 feet of the West 1/2 of Government Lot 1, of said Section 18; thence along said West line South 00 degrees 44' 51" East, a distance of 184.04 feet to the South line of said North 224 feet; thence along said South line, South 89 degrees 29' 11" East, a distance of 167.96 feet to a projection of a fence coming from the South; thence along said fence and projection thereof, South 00 degrees 52' 09" East, a distance of 1266.41 feet; thence North 89 degrees 13' 02" West, a distance of 3162.30 feet to an existing fence; thence along said fence and projection thereof, the following six (6) courses and distances:

Thence North 00 degrees 42' 21" East, a distance of 463.34 feet; thence South 84 degrees 56' 28" West, a distance of 686.87 feet; thence South 10 degrees 59' 25" West, a distance of 74.47 feet; thence South 84 degrees 24' 33" West, a distance of 348.53 feet; thence North 05 degrees 05' 12" West, a distance of 87.68 feet; thence North 85 degrees 00' 17" West, a distance of 137.38 feet to the East right-of-way line of the County Road; thence along said County Road to the most Westerly corner of said Lot 2, of Short Plat No. 22-90; thence along the Westerly and Northerly boundary of said Lot 2, to the point of beginning, EXCEPT roads and dike right-of-way. ALSO EXCEPT therefrom any portion thereof lying within the three following described tracts:

- 1.) Those portions along the North line thereof lying within Parcel 5 of those certain premises conveyed to The Krangnes Family Limited Partnership dated November 19, 1996, by deed recorded January 29, 1997, as Auditor's File No. 9701290028.
- 2.) That portion along the South line thereof lying within those certain premises conveyed to Gerald Koeffel by Deed recorded February 15, 1963 as Auditor's File No. 682197.
- 3.) That portion in the Southwest corner thereof lying within those certain premises conveyed to Theodore C. Hutchinson by Deed recorded January 22, 1990 as Auditor's File No. 9001220043.
- 4.) That portion in the Northeast corner thereof lying within those certain premises conveyed to Elsie Fortin, et al., by Deed recorded July 13, 1998, as Auditor's File No. 9807130095.



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PARCEL "B"

Those portions of Government Lot 2 of Section 18, Township 34 North, Range 4 East W.M., and of the Northeast 1/4 of Section 13, Township 34 North, Range 3 East W.M., described as follows:

Begin at the intersection of the South line of said Government Lot 2 and the fence line marking the East line of those certain premises sold to Summersun Greenhouse Company by Real Estate Contract recorded as Auditor's File No. 9709220099, continued South; thence North 00 degrees 44'51" West 554.06 feet to the true point of beginning; thence North 88 degrees 19'23" West, 3096.69 feet, more or less, to a point on the East line of the West 100 feet of the Southwest 1/4 of the Northeast 1/4 of said Section 13; thence North 01 degree 15'37" East along said East line to a point on the North line of said subdivision; thence South 85 degrees 31'33" West along said North line, 100.50 feet to an existing fence line; thence North 00 degrees 42'21" East along said fence line to the Southerly most Southeast corner of said Summersun premises; thence South 89 degrees 13'02" East along the South line of said Summersun premises, 3162.30 feet to the Southeast corner thereof; thence South 00 degrees 44'51" East along the fence line, marking the East line of said Summersun premises, continued South, a distance of 564.21 feet, more or less, to the true point of beginning.

PARCEL "C"

Those portions of Government Lots 2 and 3 of Section 18, Township 34 North, Range 4 East W.M., and of the East 1/2 of Section 13, Township 34 North, Range 3 East W.M., described as follows:

Begin at the intersection of the South line of said Government Lot 2 and the fence line marking the East line of those certain premises sold to Summersun Greenhouse Company by Real Estate Contract recorded as Auditor's File No. 9709220099, continued South; thence North 00 degrees 44'51" West, 554.06 feet; thence North 88 degrees 19'23" West, 3096.69 feet, more or less, to a point on the East line of the West 100 feet of the Southwest 1/4 of the Northeast 1/4 of said Section 13, said point being the true point of beginning; thence South 88 degrees 19'23" East, 3096.69, more or less, to the above referenced fence line; thence South 00 degrees 44'51" East, 554.06 feet, along said fence line to the South line of said Government Lot 2; thence along said South line North 89 degrees 38'59" West, a distance of 231.37 feet; thence South 00 degrees 35'38" East, a distance of 1580.84 feet; thence North 73 degrees 16'10" West to the East line of the West 1/2 acres of said Government Lot 3; thence North 00 degrees 06'25" West, along said East line to the North line of those certain premises conveyed to Randy Adams by Deed recorded as Auditor's File No. 8504040048; thence North 73 degrees 14'33" West along said North line to the Northwest corner thereof; thence South 00 degrees 06'25" East, 130 feet to the North line of the County road right-of-way known as the Riverbend Road; thence Northwesterly along said North line to the Southeast corner of that certain tract conveyed to Mathew M. Paul and Wilma Paul by Partial Fulfillment Deed recorded January 16, 1974 under Auditor's File No. 795687; thence North 1 degree 26'30" East along the East line of said Paul Tract, a distance of 415.0 feet to the Northeast corner thereof; thence North 60 degrees 03'23" West along the North line of said Paul Tract, a distance of _____ feet to the Northwest corner thereof and the East line of the West 10



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Section 13; thence North 1 degree 26'30" East along the East line of the West 100 feet to the point of beginning.

EXCEPT therefrom the following described:

Beginning at the Southeast corner of the West 100 feet of the Northeast 1/4 of said Section 13; thence North 1 degree 26'30" East along the East line of said West 100 feet, a distance of 486.43 feet; thence North 87 degrees 40'33" East parallel with the South line of the Northeast 1/4 of said Section 13, a distance of 1450.57 feet; thence South 11 degrees 37'55" West, a distance of 877.46 feet; thence South 20 degrees 09'08" East, a distance of 660.48 feet; thence South 19 degrees 09'54" West, a distance of 104.43 feet to the North line of the County Road; thence along the North line of the County Road through the following four courses; North 68 degrees 55'40" West, a distance of 97.55 feet to the point of curvature of a curve to the left having a radius of 5203.50 feet; thence Westerly along said curve through a central angle of 3 degrees 12'32", and an arc distance of 291.42 feet; thence North 72 degrees 08'12" West, a distance of 845.63 feet to the point of curvature of a curve to the right having a radius of 1333.50 feet; thence Westerly along said curve through a central angle of 11 degrees 18'11", and an arc distance of 263.07 feet to the Southeast corner of that certain tract conveyed to Mathew M. Paul and Wilma Paul by Partial Fulfillment Deed recorded January 16, 1974 under Auditor's File No. 795687; thence North 1 degree 26'30" East along the East line of said Paul Tract, a distance of 415.00 feet to the Northeast corner thereof; thence North 60 degrees 03'23" West along the North line of said Paul Tract, a distance of 91.03 feet to the Northwest corner thereof and the East line of the West 100 feet of Government Lot 6 of said Section 13; thence North 1 degree 26'30" East along the East line of the West 100 feet, a distance of 76.36 feet to the point of beginning.

PARCEL "D"

Those portions of Government Lot 6 and of the Southwest 1/4 of the Northeast 1/4 of Section 13, Township 34 North, Range 3 East, W.M., described as follows:
Beginning at a point on the West line of said subdivision which is 415 feet North of the North line of the County road commonly known as the Riverbend Road as said road existed on January 16, 1974; thence North along the West line of said subdivision to the Northwest corner of said Southwest 1/4 of the Northeast 1/4; thence East along the North line of said subdivision 100 feet; thence South on a line parallel with the West line of said subdivision to a point which is 415 feet North of the North line of said County road; thence Westerly to the point of beginning.

ASSESSOR PARCEL NUMBERS	340313-0-062-0007;	340313-0-060-0009;
	340313-0-064-0005;	340313-0-065-0004;
	340418-0-130-0009;	340418-0-006-0000;
	340313-0-001-0001;	340418-0-007-0009;
	340418-0-010-0004;	340313-1-002-0008;
	340313-0-001-0009;	340313-1-001-0009.



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