

## UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME &amp; PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

LexisNexis Document Solutions  
P. O. Box 2969  
Springfield, Illinois 62708



200201280191

Skagit County Auditor

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THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #

199910210031 filed 10/21/99

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

 2. ☐ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

 3. ☐ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

 4. ☐ ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

 5. AMENDMENT (PARTY INFORMATION): This Amendment affects ☐ Debtor or ☐ Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

☐ CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c.

☐ DELETE name: Give record name to be deleted in item 6a or 6b.

☐ ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

OR 6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR 7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

 7d. TAX ID #: SSN OR EIN ADD'L INFO RE ORGANIZATION DEBTOR 7e. TYPE OF ORGANIZATION 7f. JURISDICTION OF ORGANIZATION 7g. ORGANIZATIONAL ID #, if any ☐ NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

 Describe collateral ☐ deleted or ☐ added, or give entire ☒ restated collateral description, or describe collateral ☐ assigned.

See Exhibit A attached hereto and made a part hereof.

File with the Real Estate Records in Skagit County, Washington

 9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ☐ and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME

Harris Trust and Savings Bank, as Agent

OR 9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

10. OPTIONAL FILER REFERENCE DATA

Skagit Gardens, Inc.

No. of pages attached 9

31709479-24

# UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

11. INITIAL FINANCING STATEMENT FILE # (same as item 1a on Amendment form)

199910210031 filed 10/21/99

12. NAME OF PARTY AUTHORIZING THIS AMENDMENT (same as item 9 on Amendment form)

12a. ORGANIZATION'S NAME

Harris Trust and Savings Bank, as Agent

OR

12b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME, SUFFIX

13. Use this space for additional information

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See Schedule I attached hereto for Legal Description

Record Owner is: Skagit Gardens, Inc.



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**EXHIBIT A  
TO UCC FINANCING STATEMENT**

**DEBTOR:** SKAGIT GARDENS, INC.

**SECURED PARTY:** HARRIS TRUST AND SAVINGS BANK, AS AGENT

**Part I:** Any and all right, title and interest of the Debtor, whether now owned or existing or hereafter created, acquired or arising, in and to all personal property and fixtures of the Debtor, including the following:

(a) Accounts; (b) Chattel Paper; (c) Instruments (including Promissory Notes); (d) Documents; (e) General Intangibles (including Payment Intangibles, Software, patents, trademarks, copyrights and other intellectual property rights, and all application and registrations therefor, and tax refunds); (f) Letter-of-Credit Rights; (g) Supporting Obligations; (h) Deposit Accounts; (i) Investment Property (including certificated and uncertificated Securities, Securities Accounts, Security Entitlements, Commodity Accounts, and Commodity Contracts); (j) Inventory and Farm Products; (k) Equipment (including all software, whether or not the same constitutes embedded software, used in the operation thereof); (l) Fixtures; (m) Commercial Tort Claims (as described on Schedule G hereto); (n) All rights to merchandise and other Goods (including rights to returned or repossessed Goods and rights of stoppage in transit) which is represented by, arises from, or relates to any of the foregoing; (o) All personal property and interests in personal property of the Debtor of any kind or description now held by the Secured Party or any banks or financial institutions entitled to the benefits of the security interests described herein (collectively, the "*Secured Creditors*") or at any time hereafter transferred or delivered to, or coming into the possession, custody or control of, any Secured Creditor, or any agent or affiliate of any Secured Creditor, whether expressly as collateral security or for any other purpose (whether for safekeeping, custody, collection or otherwise), and all dividends and distributions on or other rights in connection with any such property; (p) All supporting evidence and documents relating to any of the above-described property, including, without limitation, computer programs, disks, tapes and related electronic data processing media, and all rights of the Debtor to retrieve the same from third parties, written applications, credit information, account cards, payment records, correspondence, delivery and installation certificates, invoice copies, delivery receipts, notes and other evidences of indebtedness, insurance certificates and the like, together with all books of account, ledgers, and cabinets in which the same are reflected or maintained; (q) All Accessions and additions to, and substitutions and replacements of, any and all of the foregoing; and (r) All Proceeds and products of the foregoing, and all insurance of the foregoing and proceeds thereof.

**Part II:** Any and all right, title and interest of the Debtor in certain equity interests of each of its direct subsidiaries as set forth below, whether now owned or existing or hereafter created, acquired or arising, and in whatever form, including the following:

(a) *Stock Collateral.* (i) All shares of the capital stock of each subsidiary which is a corporation owned or held by the Debtor, whether now owned or hereafter formed or acquired, and all substitutions and additions to such shares (herein, the "*Pledged Securities*") *provided that*, in the case of a lien and security interest on the capital stock of a company incorporated or otherwise organized outside of the United States of America or any State or territory thereof (herein a "*Foreign Company*"), if any such grant of a lien of more than 65% of the total combined voting stock of any such Foreign Company would cause material adverse tax consequences to the Debtor, then such lien and security interest shall be limited to a lien and security interest on the shares of



capital stock representing 65% of the total combined voting stock of such Foreign Company, (ii) all dividends, distributions and sums distributable or payable from, upon or in respect of the Pledged Securities and (iii) all other rights and privileges incident to the Pledged Securities;

(b) *Partnership Interest Collateral.* (i) All partnership or other equity interests in each subsidiary which is a partnership (whether general or limited) owned or held by the Debtor, whether now owned or hereafter formed or acquired (such partnerships being hereinafter referred to collectively as the "*Partnerships*" and individually as a "*Partnership*"), (ii) any and all payments and distributions of whatever kind or character, whether in cash or other property, at any time made, owing or payable to the Debtor in respect of or on account of its present or hereafter acquired interests in each Partnership, whether due or to become due and whether representing profits, distributions pursuant to complete or partial liquidation or dissolution of any such Partnership, distributions representing the complete or partial redemption of the Debtor's interest in any such Partnership or the complete or partial withdrawal of the Debtor from any such Partnership, repayment of capital contributions, payment of management fees or commissions, or otherwise, and the right to receive, receipt for, use and enjoy all such payments and distributions, and (iii) all other rights and privileges incident to the Debtor's interest in each Partnership;

(c) *LLC Collateral.* (i) All membership or other equity interests in each subsidiary which is a limited liability company owned or held by the Debtor, whether now owned or hereafter formed or acquired (such limited liability companies being hereinafter referred to collectively as the "*LLCs*" and individually as a "*LLC*"), (ii) any and all payments and distributions of whatever kind or character, whether in cash or other property, at any time made, owing or payable to the Debtor in respect of or on account of its present or hereafter acquired interests in each LLC, whether due or to become due and whether representing profits, distributions pursuant to complete or partial liquidation or dissolution of any such LLC, distributions representing the complete or partial redemption of the Debtor's interest in such LLC or the complete or partial withdrawal of the Debtor from any such LLC, repayment of capital contributions, payment of management fees or commissions, or otherwise, and the right to receive, receipt for, use and enjoy all such payments and distributions, and (iii) all other rights and privileges incident to the Debtor's interest in each LLC; and

(d) *Proceeds.* All proceeds of the foregoing.

Part III: All of the following now or hereafter owned by Debtor: all buildings and improvements of every kind and description heretofore or hereafter erected or placed on any property which Debtor heretofore or hereafter encumbered in favor of the Secured Party or to a trustee for the benefit of the Secured Party pursuant to one or more mortgages or deeds of trust (all such property collectively referred to herein as the "*Real Property*") and all materials intended for construction, reconstruction, alteration and repairs of the buildings and improvements now or hereafter erected thereon, all of which materials shall be deemed to be included within the premises immediately upon the delivery thereof to the Real Property, and all fixtures, machinery, apparatus, equipment, fittings and articles of personal property of every kind and nature whatsoever now or hereafter attached to or contained in or used or useful in connection with the Real Property or any part thereof and the buildings and improvements now or hereafter located thereon and the operation, maintenance and protection thereof, including but not limited to all machinery, motors, fittings, radiators, awnings, shades, screens, all gas, coal, steam, electric, oil and other heating, cooking, power and lighting apparatus and fixtures, all fire prevention and extinguishing equipment and apparatus, all cooling and ventilating apparatus and systems, all plumbing, incinerating and sprinkler equipment and fixtures, all elevators and escalators, all communication and electronic monitoring equipment, all window and structural cleaning rigs and all other machinery and other equipment of every nature and fixtures and



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appurtenances thereto and all items of furniture, appliances, draperies, carpets, other furnishings, equipment and personal property used or useful in the operation, maintenance and protection of the Real Property or any part thereof and the buildings and improvements now or hereafter located thereon and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are or should be attached to the Real Property or any part thereof, buildings or improvements in any manner, and all proceeds of the foregoing. All right, title and interest of Debtor now owned or hereafter acquired in and to all and singular the estates, tenements, hereditaments, privileges, easements, licenses, franchises, appurtenances and royalties, mineral, oil, and water rights belonging or in any wise appertaining to any of the Real Property and the buildings and improvements now or hereafter located thereon and the reversions, rents, issues, revenues and profits thereof, including all interest of Debtor in all rents, issues and profits of the Real Property or any part thereof and all rents, issues, profits, revenues, royalties, bonuses, rights and benefits due, payable or accruing (including all deposits of money as advanced rent or for security) under any and all leases or subleases and renewals thereof of, or under any contracts or options for the sale of all or any part of, the Real Property. All judgments, awards of damages, settlements and other compensation heretofore or hereafter made resulting from condemnation proceedings or the taking of any of the Real Property or any building or any other improvement now or at any time hereafter located thereon or any easement or other appurtenance thereto under the power of eminent domain or any similar power or right (including any award from the United States Government at any time after the allowance of the claim therefor, the ascertainment of the amount thereof and the issuance of the warrant for payment thereof) whether permanent or temporary or for any damage (whether caused by such taking or otherwise) to any of the Real Property or the improvements thereon or any part thereof or to any rights appurtenant thereto, including severance and consequential damage and any award for change of grade of streets. All proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or other liquidated claims, including, without limitation, all proceeds and payments of insurance.

All terms which are used herein which are defined in the Uniform Commercial Code of the State of Illinois as in effect from time to time ("UCC") shall have the same meanings herein as such terms are defined in the UCC, unless this financing statement shall otherwise specifically provide.



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## SCHEDULE G

### COMMERCIAL TORT CLAIMS

The Debtor may have tort claims against Martin T. Hart ("*Hart*") arising out of the following facts. Hart learned that the Debtor was experiencing financial distress in Hart's capacity as a director and/or officer of MassMutual Corporate Investors ("*MassMutual*"). This information was provided to Hart on a confidential basis in his capacity as a director and/or officer of MassMutual. Hart used this confidential information to attempt to terminate certain leases under which Hart is a principal of the landlords and the tenant is Little Valley Nursery, Inc. Counsel for the Debtor believes that the lease termination notices may have been improperly served under Colorado law. The Debtor may have claims against Hart arising out of these facts based on, inter alia, theories of misuse of confidential information, tortious interference with contract, abuse of process, and breach of fiduciary duty.



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SCHEDULE I

PARCEL "A":

Lots 2 and 3 of Skagit County Short Plat No. 94-033, approved September 26, 1994, and recorded September 30, 1994, in Volume 11 of Short Plats, pages 121 and 122, under Auditor's File No. 9409300084, records of Skagit County, Washington; being a portion of the North  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 32, Township 34 North, Range 4 East, W.M.

Situate in the County of Skagit, State of Washington.

PARCEL "B":

That portion of the North  $\frac{1}{4}$  of the South  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 32, Township 34 North, Range 4 East, W.M., described as follows:

Beginning at a point on the South line of said North  $\frac{1}{4}$  of the South  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$ , 30 feet East of the Southwest corner thereof, said point being the East line of the State Highway "99" right of way, as said highway existed on January 7, 1954;  
thence East along the South line of said North  $\frac{1}{4}$  of the South  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$ , 188 feet;  
thence North parallel with the West line of said subdivision, 200 feet;  
thence West 188 feet to the East line of said State Highway right of way;  
thence South along the East line of said highway right of way, 200 feet to the point of beginning.

Situate in the County of Skagit, State of Washington.

PARCEL "C":

That portion of the North  $\frac{1}{4}$  of the South  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 32, Township 34 North, Range 4 East, W.M., described as follows:

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PARCEL "C" continued:

Beginning at a point on the South line of said North  $\frac{1}{4}$  of the South  $\frac{1}{4}$  of said Northwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$ , 30 feet East of the Southwest corner thereof, said point being on the East line of the State Highway "99" right of way, as said highway existed on January 7, 1954;  
thence North along the East line of said State Highway right of way, 200 feet;  
thence East 144 feet to the true point of beginning;  
thence continue East 44 feet;  
thence North parallel to the West line of said Northwest  $\frac{1}{4}$ , 8.0 feet;  
thence West 44 feet;  
thence South 8.0 feet to the true point of beginning,

EXCEPT the North 6.13 feet thereof.

Situate in the County of Skagit, State of Washington.

PARCEL "D":

The South 1.87 feet of the West 144.00 feet of that portion of the North  $\frac{1}{4}$  of the South  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 32, Township 34 North, Range 4 East, W.M., described as follows:

Beginning at a point on the East line of the State Highway 200 feet North of the South line of said North  $\frac{1}{4}$  of the South  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of said Section 32;  
thence East 144 feet;  
thence North parallel to the West line of said Northwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$ , 8 feet;  
thence East 44 feet, more or less, to a line which is distant 218 feet East of and parallel to the West line of said Northwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$ ;  
thence North along said parallel line 122 feet, more or less, to the North line of said North  $\frac{1}{4}$  of the South  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$ ;  
thence West along said North line 188 feet, more or less, to the East line of said State Highway;  
thence South along said East line 130 feet to the point of beginning.

Situate in the County of Skagit, State of Washington.

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PARCEL "E":

The South 330 feet of the Northwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 32, Township 34 North, Range 4 East, W.M., EXCEPT Drainage District No. 17 right of way, EXCEPT Old State Highway 99 along the West line thereof, EXCEPT that portion conveyed to the State of Washington for Primary State Highway No. 1 along the East line thereof, by deed dated February 3, 1953, recorded March 12, 1953, under Auditor's File No. 485839, AND EXCEPT that portion, if any, lying within the North  $\frac{1}{4}$  of the South  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$ , ALSO EXCEPT that portion thereof condemned by the State of Washington for highway purposes in Skagit County Superior Court Cause No. 33040.

Situate in the County of Skagit, State of Washington.

PARCEL "F":

The North  $\frac{1}{4}$  of the South  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 32, Township 34 North, Range 4 East, W.M., EXCEPT the West 218 feet thereof, AND EXCEPT that portion thereof conveyed to the State of Washington for highway purposes by deed dated January 29, 1953 and recorded February 12, 1953, under Auditor's File No. 485836, and deed recorded December 21, 1971, under Auditor's File No. 762101, records of said County, AND EXCEPT Drainage Ditch right of way, if any.

Situate in the County of Skagit, State of Washington.

PARCEL "G":

Government Lot 7 of Section 12, Township 34 North, Range 3 East, W.M., and a tract of land in the Northeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 13, Township 34 North, Range 3 East, W.M., described as follows:

Beginning at the Northeast corner of said Section 13; thence South  $83^{\circ}31'$  West along the North line of said Section 13, a distance of 1,273.6 feet, more or less, to the Northwest corner of the Northeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of said Section 13; thence South along the West line of said Northeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$ , a distance of 160.6 feet;

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PARCEL "G" Continued:

thence South 89°33' East, a distance of 1,275 feet, more or less, to the East line of said Section 13;  
thence North along the East line of said Section, a distance of 314.8 feet, more or less, to the point of beginning, EXCEPT the East 40 feet of that portion of the subject property lying within Government Lot 7 in Section 12, Township 34 North, Range 3 East, W.M., and as conveyed to Skagit County for road purposes by deed recorded April 5, 1911 in Volume 83 of Deeds, page 536, ALSO EXCEPT the East 40 feet of that portion of the subject property lying within Section 13, Township 34 North, Range 3 East, W.M., as conveyed to John Krangness by deed recorded April 4, 1924, in Volume 132 of Deeds, page 576, ALSO EXCEPT therefrom all rights of ways for Diking District No. 17 and for County roads, AND ALSO EXCEPT the North 2 acres of the West 10 acres of the remainder.

Situate in the County of Skagit, State of Washington.

PARCEL "H":

That portion of Government Lot 6, Section 12, Township 34 North, Range 3 East, W.M., described as follows:

Beginning at the Southwest corner of said Lot;  
thence North 83°40'02" East 1,193.75 feet along the South line of said Section 12, to a point that is South 83°40'02" West 1,285.18 feet from the Southeast corner of said Section 12 said point being the true point of beginning;  
thence North 0°19'30" West 204.05 feet;  
thence South 88°38'19" East 48.51 feet to the East line of said Lot;  
thence South 0°33'18" West 197.86 feet along said East line to the Southeast corner thereof;  
thence South 83°40'02" West 45.71 feet along said South line to the true point of beginning.

Being a portion of Lot 2, Short Plat No. 79-80, recorded in Book 5 of Short Plats, page 125, under Skagit County Auditor's File No. 8109110008.

Situate in the County of Skagit, State of Washington.

THE NAME OF THE RECORD OWNER IS SKAGIT GARDENS, INC.



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