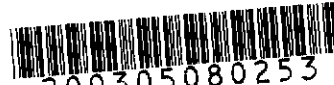


After Filing Return To:
Peter J. Mucklestone, Esq.
Davis Wright Tremaine LLP
2600 Century Square
1501 Fourth Avenue
Seattle, Washington 98101-1688



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Skagit County Auditor

5/8/2003 Page 1 of 5 3:45PM

SECOND AMENDMENT TO DEED OF TRUST

CHICAGO TITLE CO. *B-16387*

Grantor(s):

1. HAGGEN, INC.

Additional names on page _____ of document

Grantee(s):

1. U.S. BANK NATIONAL ASSOCIATION, AS AGENT FOR LENDERS

Additional names on page _____ of document

Abbreviated Legal Description (lot, block and plat name, or section-township-range):

LOT 1, CITY OF MOUNT VERNON SHORT PLAT NO.
MV-5-98; BEING PTN. NW, SEC. 21 T34N R4E W.M.

Additional legal description is on page _____ of document

Assessor's Property Tax Parcel Account Number(s): 340421-2-001-0006

Reference Numbers of Documents Affected, Assigned or Released (if applicable):

200007250103, 200107200062

Additional reference numbers on page _____ of document

SECOND AMENDMENT TO DEED OF TRUST

This Second Amendment to Deed of Trust ("Amendment"), dated as of May 2, 2003, is made with respect to that certain Leasehold Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing dated May 26, 2000 and recorded July 26, 2000 under Skagit County Recording No. 200007250103 (including all previous amendments, "Deed of Trust"), by and between HAGGEN, INC., a Washington corporation, grantor in the Deed of Trust, U.S. BANK NATIONAL ASSOCIATION, in its capacity as Agent for Lenders.

AGREEMENT

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. The Credit Agreement referred to in the Deed of Trust has been further amended by that certain Third Amended and Restated Credit Agreement of even date herewith. All references in the Deed of Trust to the "Credit Agreement" shall be to that certain Third Amended and Restated Credit Agreement dated as of May 2, 2003, among Borrower, Agent and Lenders, as hereafter amended, supplemented or otherwise modified from time to time.

2. As of the date hereof, the Credit Agreement provides for loans in the aggregate principal amount of up to \$70,000,000.

3. Except as set forth herein, all of the terms and conditions of the Deed of Trust, as amended, shall remain in full force and effect and are hereby ratified and affirmed.

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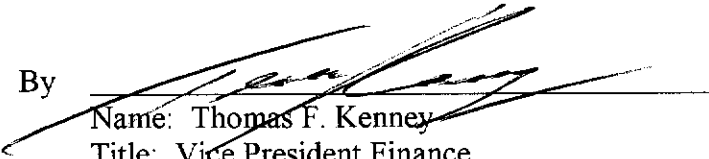
Skagit County Auditor

5/8/2003 Page 2 of 5 3:45PM

EXECUTED as of the day and year first above written.

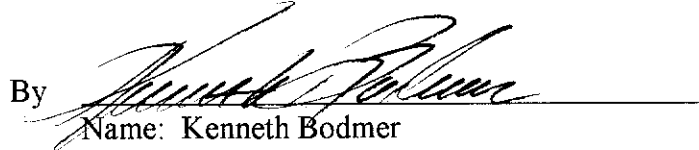
HAGGEN, INC.

By


Name: Thomas F. Kenney
Title: Vice President Finance

U.S. BANK NATIONAL ASSOCIATION, as Agent

By


Name: Kenneth Bodmer
Title: Vice President



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Skagit County Auditor

5/8/2003 Page 3 of 5 3:45PM

SECOND AMENDMENT TO DEED OF TRUST

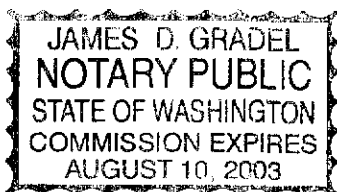
[/SEA 1356413v1 23784-118] [Mt. Vernon]

PAGE 3

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 5th day of May, 2003, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Thomas F. Kenney, to me known to be the person who signed as the Vice President Finance of HAGGEN, INC., the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he was duly elected, qualified and acting as said officer of the corporation, that he was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.



James D. Gradel
(Signature of Notary)

J.D. Gradel
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of
Washington, residing at Mercer Island WA.
My appointment expires: 8/10/03



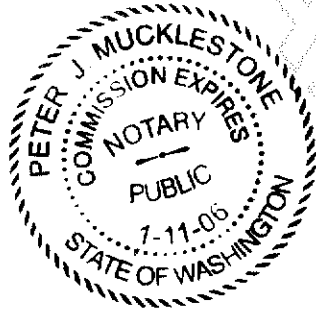
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Skagit County Auditor

5/8/2003 Page 4 of 5 3:45PM

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 7th day of May, 2003, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Kenneth Bodmer, to me known to be the person who signed as Vice President of U.S. BANK NATIONAL ASSOCIATION, the corporation that executed the within and foregoing instrument in its capacity as Agent for Lenders, and acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he was duly elected, qualified and acting as said officer of the corporation, that he was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.


IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.



Peter J. Mucklestone
(Signature of Notary)

Peter J. Mucklestone
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State
of Washington, residing at Seattle.
My appointment expires: 1-11-06


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Skagit County Auditor
5/8/2003 Page 5 of 5 3:45PM