

After Recording Mail to:

Bank of America, N.A.
CA1-520-01-01
P. O. Box 6179
Fresno, CA 93703-6179



200603090129
Skagit County Auditor

3/9/2006 Page

1 of

4 1:42PM

FIRST AMERICAN TITLE CO.

87483

Document Name

MODIFICATION TO DEED OF TRUST WITH ASSIGNMENT OF RENTS,
SECURITY AGREEMENT AND FIXTURE FILING

Grantor: Draper Valley Farms, Inc., a Washington
Corporation

Grantee: Bank of America, N.A.

Abbreviated Legal Description: PTN SE NW SEC 20, T 35 N, R 5 E
TRACT 2 SURVEY, REC 8-29-83, B 5,
P42 and 43 FILE NO. 8308290022
PTN NE NE SEC 21, T 35 N, R 4 E
PTN S SW SE SEC 16, T 35 N, R 5 E

Legal Description on page 3

Tax Parcel Number: 750554, 779342, 779341, 827570,
873804, 760721, 9110150080,
9211040065, 9302240131, and
9411140144

Reference Number: 200002040014

RETURN ADDRESS
Bank of America, N.A.
CA1-520-012-01
P. O. Box 6179
Fresno, CA 93703-6179

**MODIFICATION TO DEED OF TRUST
WITH ASSIGNMENT OF RENTS,
SECURITY AGREEMENT AND FIXTURE FILING**

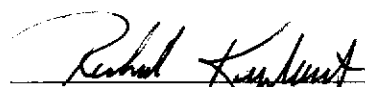
The Deed of Trust with Assignment of Rents, Security Agreement and Fixture Filing (the "Deed of Trust") executed by Draper Valley Farms, Inc., a Washington Corporation, as grantor ("Grantor") in favor of Rainier Credit Company, as trustee ("Trustee"), and BANK OF AMERICA, N.A., as beneficiary, ("Beneficiary") dated February 9, 2000, and recorded under Recording Number 200002040014, Official Records of Skagit County, State of Washington, is hereby modified as follows:

1. The Borrowing Agreement dated February 9, 2000 has been replaced with a Loan Agreement dated MARCH 1, 2006. All references in the Deed of Trust to the "Agreement" shall mean and refer to said replacement Loan Agreement.
2. The replacement Loan Agreement described above provides for an extension of credit from Beneficiary to Grantor in the principal amount of Four Million Dollars (\$4,000,000). Accordingly, the amount of the obligations secured by the Deed of Trust as set forth in Subparagraph 3(ii) of the Deed of Trust is increased to Four Million Dollars (\$4,000,000).

Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. Consent by Beneficiary to this Modification does not waive Beneficiary's right to require strict performance of the Deed of Trust as changed above, nor obligate Beneficiary to make any future modifications. Nothing in this Modification shall be construed as satisfaction of any instrument evidencing the debt secured by the Deed of Trust (the "Note"). It is the intention of Beneficiary to retain as liable all parties to the Deed of Trust and all parties, makers and endorser to the Note, including accommodation parties, unless a party is expressly released by Beneficiary in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Deed of Trust does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Beneficiary that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any in initial extension or modification, but also to all such subsequent actions.


Dated: 3/2/06

Draper Valley Farms, Inc.


By: Richard Koplowitz, Secretary/Treasurer

Dated: 3/6/2006

BANK OF AMERICA, N.A.


Brian L. Bitanski, Vice President
Christian Burrow Vice President

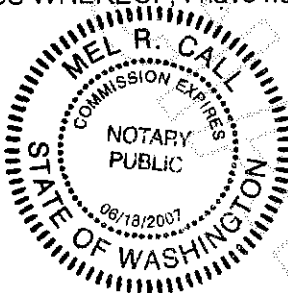


CORPORATE ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

On this 2nd day of MARCH, 2006, before me, a Notary Public in and for the State of Washington, personally appeared RICHARD KRAMITZ, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that he/she was authorized to execute the instrument, and acknowledged it as the CEO of DRAPER VALLEY FARM INC to be the free and voluntary act and deed of said corporation for the uses and purposes mentioned in the instrument.

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

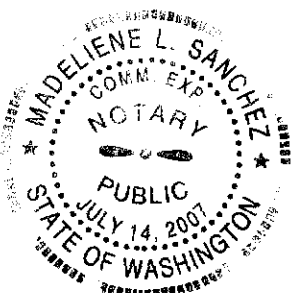


Mel R. Call
NOTARY PUBLIC in and for the State of Washington,
residing at MT VERNER WA.
My appointment expires 6/18/07 Print
Name MEL R. CALL

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 6th day of MARCH, 2006, before me, a Notary Public in and for the State of Washington, personally appeared CHRISTIAN BARNOW, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that he/she was authorized to execute the instrument, and acknowledged it as the VP of BANK OF AMERICA, N.A. to be the free and voluntary act and deed of said corporation for the uses and purposes mentioned in the instrument.

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



Madeline L. Sanchez
NOTARY PUBLIC in and for the State of Washington,
residing at Kennmore
My appointment expires 7-14-07 Print
Name MADIELENE L. SANCHEZ



EXHIBIT A

Description of Land:

The land referred to in this report/policy is situated in the State of Washington, County of Skagit, and is described as follows:

Parcel "A":

The Southeast 1/4 of the Northwest 1/4 of Section 20, Township 35 North, Range 5 East, W.M., EXCEPT the four following described portions thereof:

- 1.) The West 30 feet of the North 1/2 thereof;
- 2.) The West 16.5 feet of the North 1/2 of the South 1/2 of said subdivision;
- 3.) The County Road right-of-way commonly known as the Minkler Road; and
- 4.) That portion of said subdivision lying Northerly of the Minkler Road.

Parcel "B":

Tract 2 of Skagit County Survey recorded August 29, 1983, in Book 5 of Surveys, Pages 42 and 43, under Auditor's File No. 8308290022, being a portion of Government Lot 12, in Section 24, Township 35 North, Range 5 East, W.M., and a portion of the Northeast 1/4 of the Northeast 1/4 of Section 25, Township 35 North, Range 5 East, W.M.

TOGETHER WITH a non-exclusive easement for utilities over, under and across that portion of Tract 1 of said Survey 5-42, described as follows:

A 7 foot strip of land along the West line of and adjacent to Walberg Road.

Parcel "C":

The Northeast 1/4 of the Northeast 1/4 of Section 21, Township 35 North, Range 4 East, W.M., EXCEPT County Road right-of-way commonly known as the Dahlstedt Road along the North line thereof, AND ALSO EXCEPT the County Road right-of-way commonly known as the District Line Road along the East line thereof.

Parcel "D":

The South 3/4 of the Southwest 1/4 of the Southeast 1/4 of Section 16, Township 35 North, Range 5 East, W.M., EXCEPT the West 20 feet and the South 20 feet thereof for County Road rights-of-ways and as conveyed by documents recorded under Auditor's File Nos. 84197 and 99638, AND ALSO EXCEPT mineral rights as reserved by the State of Washington by document recorded April 7, 1909, under Auditor's File No. 73057, in Volume 65 of Deeds, page 39, records of Skagit County, Washington.



200603090129

Skagit County Auditor