RETURN ADDRESS: WASHINGTON TRUST BANK Loan Service Center P.O. BOX 2127 SPOKANE, WA 99210-2127



10/9/2008 Page

1 of 12 11:44AM

MODIFICATION OF MORTGAGE

Reference # (if applicable) 200708240132 Grantor(s):

Additional on page ___

1. M.V. Greenhouse, LLC

Grantee(s)

1. WASHINGTON TRUST BANK

Legal Description: Ptn W1/2-18-34-4 & Ptn NE1/4 NW1/4; & NE1/4; & SE1/4, all in 13-34-3 Additional on page 2

Assessor's Tax Parcel ID#: 340313-0-001-0001; 340313-0-060-0009; 340313-0-062-0007; $340313\text{-}0\text{-}064\text{-}0005;\ 340313\text{-}0\text{-}065\text{-}0004;\ 340313\text{-}1\text{-}002\text{-}0008;\ 030418\text{-}0\text{-}130\text{-}0009;$ 340313-1-001-0009; 340418-0-006-0000; 340418-0-007-0009; 340313-0-011-0009; 340418-0-010-0004; 340313-0-079-0107

THIS MODIFICATION OF MORTGAGE dated September 11, 2008, is made and executed between M.V. Greenhouse, LLC, a Washington Limited Liability Company, whose address is 14113 Riverbend Road, Mount Vernon, WA 98273-7288 (referred to below as "Grantor") and WASHINGTON TRUST BANK, whose mailing address is TWO UNION SQUARE, SUITE 4747, 601 UNION STREET, SEATTLE, WA 98101-2382 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated July 24, 2007 (the "Mortgage") which has been recorded in Skagit County, State of Washington, as follows:

Recorded on August 24, 2007 under Skagit County Instrument No. 200708240132.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in Skagit County, State of Washington:

See Schedule "A-1", which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 14113 and 14423 Riverbend Road, Mount Vernon, WA 98101-3943. The Real Property tax identification number is 340313-0-001-0001; 340313-0-060-0009; 340313-0-062-0007; 340313-0-064-0005; 340313-0-065-0004; 340313-1-002-0008; 030418-0-130-0009; 340313-1-001-0009; 340418-0-006-0000; 340418-0-007-0009; 340313-0-011-0009; 340418-0-010-0004; 340313-0-079-0107

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

Increasing principal note amount by \$500,216.58 making the new principal note amount \$10,523,000.00.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above not obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender 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 Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender 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 initial extension or modification, but also to all such subsequent actions.

AFFIRMATIVE COVENANTS. If the Property is used for purposes other than Grantor's residence, Grantor covenants and warrants that as long as this Deed of Trust or any Related Documents remain in effect, Grantor will:

Notice of Claims and Litigation. Promptly inform Lender in writing of (1) all material adverse changes in Grantor's or the Property's financial condition, and (2) all existing and all threatened litigation, claims, investigations, administrative proceedings, or similar actions affecting Grantor of Property which could materially affect the financial condition of Grantor or the Property.

SURVIVAL OF REPRESENTATIONS AND WARRANTIES. Grantor understands and agrees that in extending Loan Advances, Lender is relying on all representations, warranties, and covenants made by Grantor in this Deed of Trust or in any certificate or other instrument delivered by Grantor to Lender under this Deed of Trust or any Related Documents. Grantor further agrees that regardless of any investigation made by Lender, all such representations, warranties and covenants will survive the extension of Loan Advances and delivery to Lender of any Related Documents, shall be continuing in nature, shall be deemed made and redated by Grantor at the time each Loan Advance is made, and shall remain in full force and effect until such time as Grantor's or Borrower's indebtedness shall be paid in full, or until this Deed of Trust or any Related Documents shall be terminated, whichever is the last to occur.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED SEPTEMBER 11, 2008.

GRANTOR:

M V GREENTHOUSE, L/C

Gary Gigot, Manager of M.V. Greenhouse, LLC
+

B.F., LIMITED PARTNERSHIP, Manager of M.V. Greenhouse, LLC

By:

Brandon D. Baty, President of Columbia-Pacific Group, Inc.

LENDER:

WASHINGTON TRUST BANK

Authorized Signer



Page 3

LIMITED LIABILITY COMP	ANY ACKNOWLEDGMENT
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STATE OF Washington	SON WILLIAM SON
- Nina) ss NOTARY
COUNTY OF KING	PUBLIC /
on this 3rt day of Octob	20 08 berge Ampune in a signed
lotary Public, personally appeared Gary Gigot, Manager of	of M.V. Greenhouse, LLC, and personally known to the or
roved to me on the basis of satisfactory evidence to be a nat executed the Modification of Mortgage and acknowle	member or designated agent of the limited liability company dged the Modification to be the free and voluntary act and
eed of the limited liability company, by authority of statute	e, its articles of organization or its operating agreement, for ted that he or she is authorized to execute this Modification
le uses and purposes therein mentioned, and on oath state and in fact executed the Modification on behalf of the limite	
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ct and deed of the limited liability company, by adultor greement, for the uses and purposes therein mentioned, and indiffication and in fact executed the Modification on behalf	ity of statute, its articles of organization or its operating and on oath stated that he or she is authorized to execute this of the limited liability company. Residing at
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n this day of Septembotory Public, personally appeared Brandon D. Baty, Presid	ent of Columbia Pacific Group los General Partner & B.
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10/9/2008 Page 3 of 1211:44AM

Page 4

LENDER ACKNO	OWLEDGMENT
STATE OF Marchington)
) SS
COUNTY OF)
On this 1th day of Satahur	, 20 of , before me, the undersigned
Notary Public personally appeared	and personally known to me or proved to me
on the basis of satisfactory evidence to be the WASHINGTON TRUST BANK that executed the within and	foregoing instrument and acknowledged said instrument to
be the free and voluntary act and deed of WASHINGTON	TRUST BANK, duly authorized by WASHINGTON TRUST
BANK through its board of directors or otherwise, for the use	es and purposes therein mentioned, and on oath stated that
he or she is authorized to execute this said instrument WASHINGTON TRUST BANK.	and in fact executed this said instrument on behalf of
By Lea U. Florer	Residing a Sattle Mach.
Notary Public in and for the State of Muchington	My commission expires
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LASER PRO Lending, Ver. 5.40.00.003 Copr. Harland Financial Solutions, Inc. 1997, 2008. All Rights Reserved. - WA c:\CFI\NCFI\LPL\G201.FC TR-113778 PR-50



Page 2

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M.V. GREENHOUSE, LLC

By:
Gary Gigot, Manager of M.V. Greenhouse, LLC

By:
Mary Flewager Gigot, Manager of M.V. Greenhouse, LLC

B.F., LIMITED PARTNERSHIP, Manager of M.V. Greenhouse, LLC

COLUMBIA-BACIFIC GROUP INC., General Partner of B.F., Limited Partnership

By:
Brandon D. Baty, President of Columbia-Pacific Group, Inc.

LENDER:

GRANTOR:

Authorized Signer



10/9/2008 Page

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Page 3

LIMITED LIABILITY	COMPANY ACKNOWLEDGMENT
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M.V. GRE

By: Gary Digart, Manager of M.V. Greenhouse, LLC

By: Mary Fleweger Gldot, Manager of M.V. Greenhouse, LLC

B.F., LIMITED PARTNERSHIP, Manager of M.V. Greenhouse, LLC

COLUMBIA-PACIFIC GROUP, INC., General Partner of B.F., Limited Partnership

By:

Brancian D. Rety, President of Columbia-Pacific Group, Inc.

LENDER:

WASHINGTON TRUST BANK

Authorized Signer

200810090054

Skagit County Auditor

7 of

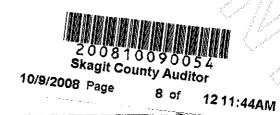
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10/9/2008 Page

Page 3

LIMITED LIABILITY COMPANY	CKNOWLEDGMENT
Machington	LINE SON EN COME
STATE OF Washington	SS NOTARY
COUNTY OF KING	PUBLIC Z
On this 3rd day of October	20 0 8 20 20 20 20 20 20 20 20 20 20 20 20 20
Notary Public, personally appeared Gary Glast, Manager of M.V. proved to me on the basis of satisfactory evidence to be a member	Graenhouse, LLC, and personally known to the or
that executed the Modification of Mortgage and acknowledged the	Modification to be the free and voluntary act and icles of organization or its operating agreement, for
the uses and purposes therein mentioned, and on oath stated that and in fact executed the Modification on behalf of the limited liability	ne or she is authorized to execute this Modification
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Notary Public, personally appeared many rewager capet manager me or proved to me on the basis of satisfactory evidence to be a company that executed the Modification of Mortgage and acknowle	member or designated agent of the Application
act and deed of the fimited flability company, by authority of a agreement for the limited flability company, by authority of a agreement for the uses and purphess therein mentioned, and on os	atute, its articles of organization of its operating
Modification and in fact executed the Modification on behalf of the li	mited liability company.
Waly For	Residing at <u>SeaTIL</u>
Notary Public in and for the State of WA	My commission expires 4/1/2012
LIMITED LIABILITY COMPANY	ACKNOWLEDGMENT
Mariana a	WELL STONE SELL
STATE OF Washington	155 A
COUNTY OF KING	NOTARY PUBLIC
and Jath Sentember	20 DE before benifie well and the
On this Cay of Land Public, personally appeared Brandon D. Bety, President of C Limited Partnership, Manager of M.V. Greenhouse, LLC, and personally appeared Brandon D. Bety Public Personal Public Personal Personal Person	olumbia-Pacific Group, Inc., Gener# Parings № R.F.,
satisfactory evidence to be a member or designated agent of the lim of Mortgage and acknowledged the Modification to be the free	ited liability company that executed the Modification
company, by authority of statute, its articles of organization or it therein mentioned, and on oath stated that he or she is authorized t	s operating agreement, for the uses and purposes
Modification on behalf of the limited liability company.	_((, 2)
By Komely 127	Residing at SOATE
Notary Public to and for the State of WA	My commission expires 4/1/2012



A) LENDI	ER ACKNOWLEDGMENT
STATE OF Manhaglar	
) \$\$
COUNTY OF King	<u></u> }
1/	0.4-6
On this day of	20 , before me, the undersigned
Notary Public, personally appeared on the basis of satisfactory evidence to be the	Treated authorized agent for
WASHINGTON TRUST BANK that executed to	he within and foregoing instrument and acknowledged said instrument to WASHINGTON TRUST BANK, duly authorized by WASHINGTON TRUST
BANK through its board of directors or otherw	rise, for the uses and purposes therein mentioned, and on both stated that
washing on the later to execute the sa	id instrument and in fact executed this said instrument on behalf of
July Home	Residing at Sattle hack
	11/10
Notary Public in and for the State of Me	My commission expires #11/87

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10/9/2008 Page

9 of 12 11:44AM Schedule "A-1"

DESCRIPTION:

PARCEL "A":

All that portion of Lot 2 of Short Plat No. 22-90, approved August 18, 1992, a portion of Section 13, Township 34 North, Range 3 East, W.M., and the West ½ of Section 18, Township 34 North, Range 4 East, W.M., described as follows:

Beginning at the North ¼ 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°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°15'37" West, a distance of 662.71 feet;

thence South 89°10'15" East, a distance of 1,644.26 feet to the East line of said Section 13;

thence along said East line, North 00°57'36" West, a distance of 610.69 feet to an existing fence;

thence along said fence, North 88°52'08" East, a distance of 127.45 feet;

thence continuing along said fence and a projection thereof, North 00°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°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 ½ of Government Lot 1, of said Section 18;

thence along said West line South 00°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°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°52'09" East, a distance of 1,266.41 feet;

thence North 89°13'02" West, a distance of 3.162.30 feet to an existing fence;

thence along said fence and projection thereof, the following six (6) courses and distances:

thence North 00°42'21" East, a distance of 463.34 feet;

thence South 84°56'28" West a distance of 686.87 feet:

thence South 10°59'25" West, a distance of 74.47 feet;

thence South 84°24'33" West, a distance of 348.53 feet;

thence North 05°05'12" West, a distance of 87.68 feet;

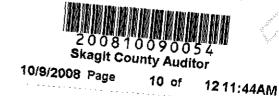
thence North 85°00'17" West, a distance of 137.38 feet to the East right of way line of the County road; thence along said County road to the most Westerly corner of said Lot 2 of Short Plat No. 22-90; thence along the Westerly and Northerly boundary of said Lot 2, to the point of beginning, EXCEPT roads

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, under 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, under Auditor's File No. 632197.
- 3.) That portion in the Southwest corner thereof lying within those certain premises conveyed to Theodore C. Hutchison by Deed recorded January 22, 1990, under 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, under Auditor's File No. 9807130095.

Situate in the County of Skagit, State of Washington.



Schedule "A-I"

DESCRIPTION CONTINUED:

PARCEL "B":

Those portions of Government Lot 2 of Section 18, Township 34 North, Range 4 East, W.M., and of the Northeast 14 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 under Auditor's File No. 9709220099, continued South;

thence North 00°44'51" West 554.06 feet to the true point of beginning;

thence North 88°19'23" West, 3,096.69 feet, more or less, to a point on the East line of the West 100 feet of the Southwest ¼ of the Northeast ¼ of said Section 13;

thence North 01°15'37" East along said East line to a point on the North line of said subdivision;

thence South 85°31'33" West along said North line, 100.50 feet to an existing fence line;

thence North 00°42'21" East along said fence line to the Southerly most Southeast corner of said Summersun premises;

thence South 89°13'02" East along the South line of said Summersun premises, 3,162.30 feet to the Southeast corner thereof;

thence South 00°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.

Situate in the County of Skagit, State of Washington.

PARCEL "C":

Those portion of Government Lots 2 and 3 of Section 18, Township 34 North, Range 4 East, W.M., and of the East ½ 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 under Auditor's File No. 9709220099, continued South;

thence North 00°44'51" West, 554.06 feet;

thence North 88°19'23" West, 3,096.69 feet, more or less, to a point on the East line of the West 100 feet of the Southwest ¼ of the Northeast ¼ of said Section 13, said point being the true point of beginning;

thence South 88°19'23" East, 3,096.69 feet, more or less, to the above referenced fence line;

thence South 00°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°38'59" West, a distance of 231.37 feet;

thence South 00°35'38" East, a distance of 1,580.84 feet;

thence North 73°16'10" West to the East line of the West 15 acres of said Government Lot 3;

thence North 00°06'25" West, along said East line to the North line of those certain premises conveyed to Randy Adams by Deed recorded under Auditor's File No. 8504040048;

thence North 73°14'33" West along said North line to the Northwest corner thereof,

thence South 00°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°26'30" East along the East line of said Paul Tract, a distance of 415.0 feet to the Northeast corner thereof;

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10/9/2008 Page

11 of 1211:44AM

Schedule "A-1"

DESCRIPTION CONTINUED:

PARCEL "C" CONTINUED:

thence North 60°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°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 ¼ of said Section 13; thence North 1°26'30" East along the West line of said West 100 feet, a distance of 486.43 feet; thence North 87°40'33" East parallel with the South line of the Northeast ¼ of said Section 13, a distance of 1.450.57 feet:

thence South 11°37'55" West, a distance of 877.46 feet;

thence South 20°09'08" East, a distance of 660.48 feet;

thence South 19°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°55'40" West, a distance of 97.55 feet to the point of curvature of a curve to the left having a radius of 5,203.50 feet; thence Westerly along said curve through a central angle of 3°12'32", and an arc distance of 291.42 feet; thence North 72°08'12" West, a distance of 845.63 feet to the point of beginning of curvature of a curve to the right having a radius of 1,333.50 feet;

thence Westerly along said curve through a central angle of 11°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°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°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°26'30" East along the East line of the West 100 feet, a distance of 76.36 feet to the point of beginning.

Situate in the County of Skagit, State of Washington.

PARCEL "D":

Those portions of Government Lot 6 and of the Southwest 1/2 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 ¼ of the Northeast ¼;

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.

Situate in the County of Skagit, State of Washington.