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Skagit County Auditor

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Document: Modification of Real Estate Contract
Recording No. of Modified Document: AF#200512270189
Grantor: Nelson, Ray
Grantee 1: Wild Harvest Farms, Inc.
Grantee 2: Northwest Wildfoods Company, Inc.
Legal: Tract B, SKAGIT COUNTY SHORT PLAT NO. 43-78
Tax Parcel Acct. No. P23640 / 340406-0-035-0009

MODIFICATION OF REAL ESTATE CONTRACT

1. Parties. The parties to this Contract/Agreement are:

- a. Ray Nelson, a single man, dealing with his separate property, as "Seller",
- b. Wild Harvest Farms, Inc., a Washington Corporation, as "Buyer", and
- c. Northwest Wildfoods Company, Inc., a Washington Corporation, as "Guarantor".

2. Real Estate Contract. The parties entered into a Real Estate Contract dated December 27, 2005, recorded December 27, 2005, in Skagit County Auditor's File No. 200512270189, for the sale and purchase of that real property described as follows:

Tract B, SKAGIT COUNTY SHORT PLAT NO. 43-78, approved June 14, 1978, and recorded June 15, 1978, in Volume 2 of Short Plats, page 230, under Auditor's File No. 881467, records of Skagit County, Washington; being a portion of Government Lot 6 of Section 6, Township 34 North, Range 4 East of Willamette Meridian.

Situated in Skagit County, Washington.

Tax Parcel No. P23640 / 340406-0-035-0009

Margaret Nelson is deceased, and Ray Nelson, her surviving husband, has succeeded to all right, title and interest of Margaret Nelson in the real estate described above, by virtue of a Community Property Agreement recorded on March 30, 2010, under Clark County, Washington Auditor's File No. 4653212.

Modification of Real Estate Contract, Page 1

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

Rec'd taxp.
FEB 21 2012 *92# 7134*
\$ 12,020.00

Amount Paid \$- *12-27-05*
Skagit Co. Treasurer
By *ham* Deputy

3. Modified Payment Schedule. The parties agree that the terms of that Real Estate Contract dated December 27, 2005, recorded December 27, 2005, in Skagit County Auditor's File No. 200512270189 are hereby modified as follows:

- a. The principal balance of the Contract is \$300,000.00 and no interest, as of October 10, 2011. The unpaid principal shall bear interest at Five and 25/100 percent (5.25%) per annum from October 10, 2011 until paid.
- b. The Buyer shall pay Seller \$3,833.78 or more, on November 10, 2011, and \$3,833.78 or more on the tenth (10th) day of each succeeding month, until the principal and interest are paid in full; and the entire remaining unpaid principle and interest, if any, shall be due in full on October 10, 2019. Buyer may pre-pay this contract in all or part at any time, but shall make the minimum monthly payment each month until paid in full.

4. Renting Permitted. The Buyer may rent or lease portions of the premises, provided that any rental or lease agreement shall be subordinate to the Seller's interest.

5. Skagit State Bank Lien. The real estate described above secures a loan to Seller at Skagit State Bank. This security lien is recorded in Skagit County Auditor File No. 20050600148 and 200506200149. The Seller represents to Buyer that this lien is amortized to be fully satisfied from the monthly payments due hereunder prior to satisfaction of the real estate contract between Seller and Buyer. The Seller agrees to pay and keep current said lien. To facilitate this payment, Buyer will make his payments into an escrow account at Skagit State Bank, from which Skagit State Bank shall deduct the Seller's monthly payment, and may remit the balance to Seller. If Buyer accelerates his payments, Seller will apply any payment in excess of the minimum payment onto the principle of the Skagit State Bank obligation, until the Skagit State Bank loan is paid in full. In the event of default by Seller on Seller's obligation to Skagit State Bank, Buyer may make Seller's payments and receive credit on this contract obligation in a like amount.

6. Remaining Terms. The remaining terms of the Real Estate Contract shall remain in force, except as modified herein.

7. Time for Performance. Time is of the essence in performance of any obligations pursuant to this Contract.

8. Successors and Assigns. The provisions of this Contract shall be binding on the heirs, successors, and assigns of the Seller and the Purchaser.

9. Guarantor. The Guarantor agrees to the terms and to be bound thereby as Guarantor of the performance of Buyer.

DATED: Jan. 11, 2011



PURCHASER:

Wild Harvest Farms, Inc.
a Washington Corporation

By: John R Brown
Print Name: John R Brown
Title: President

SELLER:

Ray W. Nelson
Ray W. Nelson

GUARANTOR:

Northwest Wildfoods Company, Inc.
a Washington Corporation

By: Rick LaMonte
Print Name: Rick LaMonte
Title: pres.

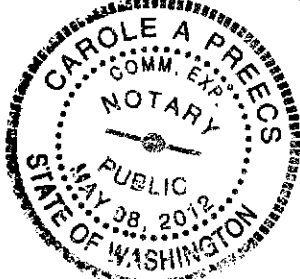


STATE OF WASHINGTON)
COUNTY OF Clark)

SS.

I certify that I know or have satisfactory evidence that Ray W. Nelson is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 1/11/2012



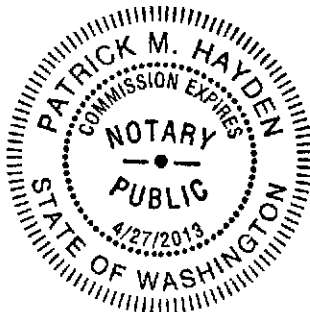
Carole Preece
Notary name printed or typed: Carole Preece
Notary Public in and for the State of Washington,
Residing at Clark County
My appointment expires: 5/28/2012

STATE OF WASHINGTON)
COUNTY OF SKAGIT)

SS.

I certify that I know or have satisfactory evidence that John R. Brown (is/are) the person(s) who appeared before me, and said person(s) acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledge it as the President of Wild Harvest Farms, Inc. to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: 2-7-2012



Patrick M. Hayden
Notary name printed or typed: Patrick M. Hayden
Notary Public in and for the State of Washington,
Residing at Sedro Woolley
My appointment expires: 4/27/13



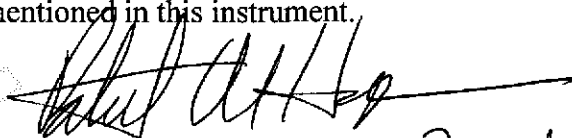
STATE OF WASHINGTON)

: SS.

COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that Rick La Monte
(is/are) the person(s) who appeared before me, and said person(s) acknowledged that he signed
this instrument, on oath stated that he was authorized to execute the instrument and acknowledge
it as the President of Northwest Wildfoods Company, Inc. to be the free and voluntary act of
such party for the uses and purposes mentioned in this instrument.

Dated: 2-7-2012



Notary name printed or typed: Patrick M. Hayden

Notary Public in and for the State of Washington,

Residing at Celso - Woo Key

My appointment expires: 4/27/13

