After Recording Mail To:

U.S. Bank National Association 111 SW Fifth Ave, Suite 400 Portland, OR 97204 Attention: Dennis A. Petruzelli 201808070035 08/07/2018 11:04 AM Pages: 1 of 6 Fees: \$104.00 Skagit County Auditor

## ACCOMMODATION RECORDING

Document Title(s) (or transactions contained therein):	CHIOAAA	
1. Third Amendment to Deed of Trust	CHICAGO TITLE 620019723	
2.	620019772	
3.	700011105	
Reference Number(s) of Documents amended: (on page of documents(s))	-	
201310100069		
Grantor(s) (Last name first, then first name and initials):		
1. COASTAL FARM REAL ESTATE, INC., an Oregon corporation		
2. Additional names on page of document.		
Grantee(s) (Last name first, then first name and initials):		
1. U.S. BANK NATIONAL ASSOCIATION (Beneficiary)		
2. U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION (Trustee)		
3. Additional names on page of document.		
Legal description (abbreviated: i.e. lot, block, plat or section, township, range)		
PTN NE, 18-34-04		
☐ Full legal is on Exhibit A		
Assessor's Property Tax Parcel/Account Number		
P107489/8005-000-003-0002, P107490/8005-000-003-0100 and P107491/8005-000-003-0201		

## THIRD AMENDMENT TO DEED OF TRUST

This Third Amendment to Deed of Trust (this "Amendment"), dated as of July 18, 2018, is made with respect to that certain Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing made on or about October 10, 2013, and recorded October 10, 2013 under Skagit County Recording No. 201310100069 (as amended from time to time, the "Deed of Trust"), granted by COASTAL FARM REAL ESTATE, INC., an Oregon corporation, as Grantor, for the benefit of U.S. BANK NATIONAL ASSOCIATION, as Beneficiary. As used herein, capitalized terms shall have the meanings given to them in the Deed of Trust, except as otherwise defined herein, or as the context otherwise requires.

## **AGREEMENT**

## IT IS HEREBY AGREED AS FOLLOWS:

- 1. The Deed of Trust is hereby amended to reflect that the Credit Agreement has been amended by that certain Fourth Amendment to Amended and Restated Credit Agreement of even date herewith between Borrower and Beneficiary., whereby among other things, Beneficiary increased the commitment amount of the revolving loan from \$32,000,000 to \$36,000,000, as such amount may be further increased up to \$46,000,000 upon satisfaction of certain conditions, and such increased amounts under the revolving loan shall be deemed a Secured Obligation under the Deed of Trust.
- 2. Section 1 of the section of the Deed of Trust titled "TO SECURE THE FOLLOWING ("Secured Obligations") is hereby amended in its entirety to read as follows:
  - (1) Payment of the sum of (a) up to FORTY-SIX MILLION and NO/100 (\$46,000,000.00), according to the terms and provisions of a Second Renewal Revolving Note A dated as of July 18, 2018, made by Borrower and payable to Beneficiary and (b) TWENTY FIVE MILLION and NO/100 (\$25,000,000.00), with interest thereon, according to the terms and provisions of a Term Note dated as of February 28, 2014, made by Borrower and payable to Beneficiary (each individually and collectively referred to as, the "Note").
- 3. Section 6 of the section of the Deed of Trust titled "TO SECURE THE FOLLOWING ("Secured Obligations") is hereby deleted in its entirety and replaced with "Intentionally Omitted."
- 4. Section 8 of the section of the Deed of Trust titled "TO SECURE THE FOLLOWING ("Secured Obligations") is hereby amended to delete clauses (ii) and (iii) in their entirety and replacing them with "Intentionally Omitted."

5. The second paragraph on page 4 of the Deed of Trust, commencing with "The term "obligations"..." is hereby deleted in its entirety and replaced with the following:

The term "obligations" is used herein in its most comprehensive sense and includes any and all advances, debts, obligations and liabilities heretofore, now or hereafter made, incurred or created under the Loan Documents, whether voluntary or involuntary and however arising under the Loan Documents, whether due or not due, absolute or contingent, liquidated or unliquidated, determined or undetermined, joint or several, including without limitation, all principal, interest, charges, including prepayment charges and late charges, and loan fees at any time accruing or assessed under the Loan Documents on any Secured Obligation. Notwithstanding anything contrary in the foregoing, the obligations set forth in Section 7.8 of the Credit Agreement (defined below) shall not constitute a "Secured Obligation" and shall not be secured by this Deed of Trust.

- 6. Except as provided herein, the Deed of Trust remains unmodified and the parties ratify and confirm all terms, covenants and provisions thereof.
- 7. This Amendment may be executed in one or more counterparts, each of which shall constitute an original agreement, but all of which together shall constitute one and the same agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor and Beneficiary have executed this Amendment as of the date first above written.

"Grantor"

COASTAL FARM REAL ESTATE, INC., an Oregon corporation

Bruce G. Wheeler, President

"Beneficiary"

U.S. BANK NATIONAL ASSOCIATION

Dennis A. Petruzelli Vice President

STATE OF OREGON	)
COUNTY OF LYNN	) ss.
COUNTY OF VALL	)

I certify that I know or have satisfactory evidence that Bruce G. Wheeler is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the President of COASTAL FARM REAL ESTATE, INC., an Oregon corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: , 2018.

SFFICIAL STAMP
AMANDA A PEASLEE
NOTARY PUBLIC - OREGON
COMMISSION EXPIRES JANUARY 23, 2021

Signature of Notary)

(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of

My appointment expires: 1-3-3

STATE OF OREGON

COUNTY OF Meltnomah) ss.

I certify that I know or have satisfactory evidence Dennis A. Petruzelli is the person who appeared before me, and said person acknowledged that such person signed this instrument, on oath stated that such person was authorized to execute the instrument, and acknowledged it as the Vice President of U.S. BANK NATIONAL ASSOCIATION, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated:

, 2018.

OFFICIAL STAMP
TRACEY ANNE HOUSE
NOTARY PUBLIC - OREGON
COMMISSION NO. 970154
MY COMMISSION EXPIRES JANUARY 07, 2022

Signature of Wotary)

(Print or stamp name of Notary)