

## Return Address:

NWFCs-Spokane  
PO Box 2515  
Spokane, WA 99220-2515

<b>Document 1 Title:</b> Modification of Mortgage Ref. #201607050116	
<b>Grantors:</b>	<b>Grantees:</b>
Ring Family Limited Partnership	Northwest Farm Credit Services, PCA
<b>Document 2 Title:</b> Modification of Financing Statement	
<b>Grantors:</b>	<b>Grantees:</b>
Ring Family Limited Partnership	Northwest Farm Credit Services, PCA
<b>Document 3 Title:</b> Modification of Fixture Filing	
<b>Grantors:</b>	<b>Grantees:</b>
Ring Family Limited Partnership	Northwest Farm Credit Services, PCA

**Legal description** (abbreviated form, i.e. lot, block, plat or S, T, R quarter/quarter):

Ptns. Sec. 16, Twp. 33N, Rge. 5E, W.M., all in Skagit County, Washington

Additional legal is on page: 5

Assessor's Property Tax Parcel/Account Numbers: 330516-3-002-0000 (P18090); 330516-3-001-0001 (P18089)

Modification of Mortgage, Financing Statement and Fixture Filing  
(Ring Family Limited Partnership/Note No. 6245127 and 6228321)

**MODIFICATION OF  
MORTGAGE, FINANCING STATEMENT AND FIXTURE FILING**

This Modification of Mortgage, Financing Statement and Fixture Filing (this "Modification"), dated as of April 26, 2019, is made by and between **RING FAMILY LIMITED PARTNERSHIP**, a Washington limited partnership ("Mortgagor"), whose address is 506 2<sup>nd</sup> Ave., Ste. 2300, Seattle, WA 98104, and **NORTHWEST FARM CREDIT SERVICES, PCA**, a corporation organized and existing under the laws of the United States ("Mortgagee"), whose address is 2001 South Flint Road, Spokane, WA 99224-9198, P. O. Box 2515, Spokane, WA 99220-2515.

**WHEREAS**, a Mortgage, Financing Statement and Fixture Filing, dated June 27, 2016 was executed in favor of Mortgagee, which was recorded on July 5, 2016, as Instrument No(s). 201607050116 in the Official Records of Skagit County, Washington (as modified, amended or restated, the "Mortgage"), covering the land described on the attached Exhibit A;

**WHEREAS**, Mortgagee has agreed to make an additional loan(s) to be evidenced by that certain Note, dated on or around even date herewith, payable to the order of Mortgagee, in the face principal amount of Ten Million and No/100 Dollars (\$10,000,000.00) (the "New Note") and the parties wish to acknowledge that the obligations evidenced by the New Note are among the obligations secured by the Mortgage.

**WHEREAS**, the obligations secured by the Mortgage are now hereby described as follows:

**3.1 Secured Obligations.** This Mortgage, and the lien it creates, is made for the purpose of securing the following obligations (collectively the "Secured Obligations"):

a. The full and punctual payment of the indebtedness evidenced by that certain note(s) described below, in favor of Mortgagee (the "Note(s)") with interest thereon at the rates therein provided which interest rate and payment terms may be adjusted as provided in the Note(s) and Loan Documents, together with any and all renewals, modifications, consolidations and extensions of the indebtedness evidenced by the Note(s), as well as any prepayment fees provided for in the Note(s) or as it may be amended to provide for such prepayment fees;

<b>Note No.</b>	<b>Date of Note</b>	<b>Principal Amount</b>	<b>Final Installment Date</b>
6245127	April 26, 2019	\$10,000,000.00	May 1, 2022
<b>Note No.</b>	<b>Date of Note</b>	<b>Principal Amount</b>	<b>Final Installment Date</b>
6228321	June 27, 2016	\$32,000,000.00	May 1, 2026

b. Payment and performance of the obligations under the Note(s) and Loan Documents (including future advances) and under any and all other present and future agreements executed in relation to the Note(s);

c. Payment of such additional sums with interest thereon as may be due to Mortgagee under any provisions of this Mortgage;

d. Payment of all indebtedness and performance of all other obligations which the then record owner of the Collateral may agree to pay and perform for the benefit of Mortgagee, and which are contained in a document which recites that it is secured by this Mortgage;

e. Payment of all amounts advanced by (or on behalf of) Mortgagee to improve, protect or preserve the Collateral or the security of this Mortgage, with interest on such amounts as provided in this Mortgage;

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f. Payment and performance of all amendments, modifications, extensions, renewals and replacements of any of the foregoing; and

g. Payment of charges as allowed by law, when such charges are made for any Mortgagee statement or other statement regarding the Secured Obligations.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, receipt of which is hereby acknowledged, and intending to be bound hereby, Mortgagor and Mortgagee now agree to modify the Mortgage as follows.

#### **ARTICLE 1 AMENDMENTS**

##### **1.1 Recitals, References and Definitions.**

- a. The recitals hereto are incorporated in and made a part of this Modification.
- b. All secured indebtedness described in the Mortgage shall be deemed also to include the New Note.
- c. All references in the Mortgage to the "Mortgage" are deemed to refer to the Mortgage as amended and supplemented by this Modification.
- d. All capitalized terms used but not otherwise defined in this Modification shall have the meaning given such terms in the Mortgage.

#### **ARTICLE 2 MISCELLANEOUS**

**2.1 Headings.** Article and section headings are included in this Modification for convenience of reference only and shall not be used in construing this Modification.

**2.2 Severability.** Every provision of this Modification is intended to be severable. The illegality, invalidity or unenforceability of any provision of this Modification shall not in any way affect or impair the remaining provisions of this Modification, which provisions shall remain binding and enforceable.

**2.3 Successors and Assigns.** This Modification applies to, inures to the benefit of and binds all parties to this Modification, their heirs, legatees, devisees, administrators, executors, successors and assigns.

**2.4 Counterparts.** This Modification may be executed in any number of counterparts, each of which, when executed, shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument.

**2.5 WAIVER OF JURY TRIAL.** MORTGAGOR HEREBY IRREVOCABLY WAIVED ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS LOAN DOCUMENT OR ANY OTHER LOAN DOCUMENTS AND ANY FUTURE MODIFICATIONS, AMENDMENTS, EXTENSIONS, RESTATEMENTS AND SERVICING ACTIONS RELATING TO THIS LOAN DOCUMENT AND ANY OTHER LOAN DOCUMENTS. IT IS INTENDED THAT THIS JURY WAIVER WILL BE ENFORCED TO THE MAXIMUM EXTENT ALLOWED BY LAW.

**ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.**

IN WITNESS WHEREOF, Mortgagor and Mortgagee have duly executed this Modification as of the date first above written.

**MORTGAGOR:**

**RING FAMILY LIMITED PARTNERSHIP**

By: Ring Family Group LLC, its general partner

By: *David B. Stroble*

David B. Stroble, Vice President

**MORTGAGEE:**

**NORTHWEST FARM CREDIT SERVICES, PCA**

By: *Tyler West*

Authorized Agent

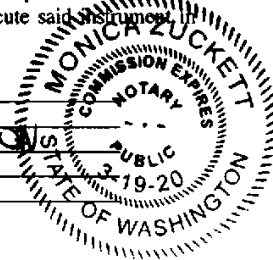
STATE OF WASHINGTON )

)ss.

County of KLING )

On this 29 day of APRIL, 2019, before me personally appeared David B. Stroble, to me known to be an a Vice President in Ring Family Group LLC, the limited liability company that executed the within instrument as General Partner of Ring Family Limited Partnership, and acknowledged that he executed the same as such Vice President of said limited liability company as one of the partners and in the partnership name, freely and voluntarily, and on oath stated that he was authorized to execute said instrument in such capacities.

*Monica Zuckett*  
Printed Name MONICA ZUCKETT  
Notary Public for the State of WASHINGTON  
Residing at KLING  
My commission expires 3-19-20

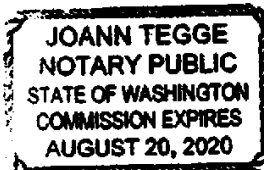


STATE OF Washington )

)ss.

County of Spokane )

On this 30th day of April, 2019, before me personally appeared Tyler West, known to me to be an authorized agent of Northwest Farm Credit Services, PCA, that executed the within instrument, and acknowledged to me that such corporation executed the same as its free act and deed; and on oath stated that he/she was authorized to executed said instrument.



*Joann Tegge*  
Printed Name Joann Tegge  
Notary Public for the State of Washington  
Residing at Spokane  
My commission expires August 20, 2020

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**EXHIBIT A  
PROPERTY DESCRIPTION**

**PARCEL "6":**

NW 1/4 SW 1/4, Section 16, Township 33 North, Range 5 East, W.M., EXCEPT road right-of-way known as the Lake Cavanaugh Road.

**PARCEL "7":**

The SE 1/4 and the NE 1/4 of the SW 1/4, Section 16, Township 33 North, Range 5 East, W.M.

Assessor's Property Tax Parcel/Account Numbers: 330516-3-002-0000 (P18090); 330516-3-001-0001 (P18089)

*U:\Departments\Legal Secure\NELO Customers\Ring Family LP\2019\Modification of MTG\_Skagit\_April 2019.docx*