

Return Address:  
WHATCOM LAND TITLE COMPANY, INC.  
2011 YOUNG STREET, SUITE 102  
BELLINGHAM, WA 98225

Use dark black ink and print legibly. Documents not legible will be rejected per RCW

<b>Document Title(s) (for transactions contained therein):</b> 1. <u>UCC Financing Statement</u> 2. 3. 4.
<b>Auditor File Number(s) of Document(s) assigned or released:</b> 1. 1472 AND 1473 2. <b>202303070046</b> 3. 4.
<b>Additional reference number(s) can be found on page _____ of document(s)</b>
<b>Grantor(s):</b> 1. GALBRAITH TREE FARM, LLC 2. 3. 4. <b>Additional Name(s) on page _____ of document(s)</b>
<b>Grantee(s):</b> 1. AGAMERICA LENDING LLC 2. 3. 4. <b>Additional Name(s) on page _____ of document(s)</b>
<b>Legal Description (abbreviated i.e. lot, block, plat or section, township, range, OR unit, building and condo name):</b> W1/2 & PTN SE1/4, S2, T37N, R3E; SE1/4, PTN OF SW1/4, S1/2 NW1/4 & W1/2 NE1/4, S10, T37N, R3E; PTN OF E1/2 NE1/4, S9, T37N, R3E; N1/2 NE1/4, S15, T37N, R3E; NW1/4 & W1/2 NE1/4 & W1/2 SW1/4, S11, T37N, R3E; PTN OF E1/2 SE1/4, S4, T37N, R3E; S1/2, NW1/4 & PTN OF NE1/4, S3, T37N, R3E; BLKS 1 THRU 6, EAST HAVEN ADD TO FAIRHAVEN; BLKS 1 THRU 8, MENLO PARK; TRACTS 1 THRU 4 & 13 THRU 16, GARDEN PARK ADD TO FAIRHAVEN; BLKS 1 THRU 20, ELECTRIC MOTOR LINE ADD TO FAIRHAVEN; BLKS 1 THRU 9, 11 THRU 14 & LOTS 1 THRU 9, 11 THRU 14 & 16 THRU 22, BLK 10, DONOVAN AVE ADD TO FAIRHAVEN; & BLKS 1 THRU 15, 17 THRU 26, & 22 THRU 24, BLK 6, GREAT NORTHERN ADD TO FAIRHAVEN PTN NW & NW, 14-36-8 AND PTN SW, 11-36-8 <b>Additional legal(s) can be found on page _____ of document(s)</b>
<b>Assessor's Property Tax Parcel/Account Number(s):</b> 370302 364013 0000 PID 179710, 370302 132264 0000 PID 179708, 370310 462444 0000 PID 26195, 370311 060466 0000 PID 26197, 370311 062225 0000 PID 26198, 370311 196395 0000 PID 179705, 370311 051094 0000 PID 26196, 370310 064541 0000 PID 26181, 370310 220528 0000 PID 26187, , 370310 235503 0000 PID 26190, 370304 510131 0000 PID 179702, 370303 208319 0000 PID 21152, 370303 056312 0000 PID 21151, 370303 529365 0000 PID 21166, 370303 348401 0000 PID 21157, 370303 379416 0000 PID 21160, 370303 394478 0000 PID 21161, 370303 396445 0000 PID 21162, 370303 398527 0000 PID 21164, 370303 407416 0000 PID 21165, 370303 531581 0000 PID 21167, 370303 314523 0000 PID 21154, 370303 352469 0000 PID 21158, 370303 352527 0000 PID 21159, 370310 321148 0000 PID 179745 and 370310 268455 0000 PID 26192 360811-3-001-0000/P51447 360814-1-003-0009/P51496
<b>The Auditor/Recorder will rely on information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.</b>

NOTICE: RCW 65.04.047. Section 14: eff. 8/1/99

"I AM REQUESTING AN EMERGENCY NONSTANDARD RECORDING FOR AN ADDITIONAL FEE AS PROVIDED IN RCW 36.18.010. I UNDERSTAND THAT THE RECORDING PROCESSING REQUIREMENTS MAY COVER UP OR OTHERWISE OBSCURE SOME PART OF THE TEXT OF THE ORIGINAL DOCUMENT."

SIGNED BY: \_\_\_\_\_

## UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)				
B. E-MAIL CONTACT AT FILER (optional)				
C. SEND ACKNOWLEDGMENT TO: (Name and Address)  <div style="text-align: center;"><b>AGAMERICA EW1</b> <b>4030 S. Pipkin Road</b> <b>Lakeland, FL 33811</b></div>				

**THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY**

1a. INITIAL FINANCING STATEMENT FILE NUMBER  
**202303070046**

1b. ☒ This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS  
Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2. ☐ **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. ☒ **ASSIGNMENT** (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9  
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4. ☐ **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. ☐ **PARTY INFORMATION CHANGE:**  
Check one of these two boxes:  
This Change affects ☐ Debtor or ☐ Secured Party of record  
**AND** Check one of these three boxes to:  
☐ CHANGE name and/or address: Complete item 5a or 5b; and item 7a or 7b and item 7c  
☐ ADD name: Complete item 7a or 7b; and item 7c  
☐ DELETE name: Give record name to be deleted in item 5a or 5b

6. **CURRENT RECORD INFORMATION:** Complete for Party Information Change - provide only one name (5a or 5b)

6a. ORGANIZATION'S NAME <b>AGAMERICA LENDING LLC</b>				
OR	6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

7. **CHANGED OR ADDED INFORMATION:** Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name, do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME <b>AGAMERICA EW1, LLC</b>				
OR	7b. INDIVIDUAL'S SURNAME			
	INDIVIDUAL'S FIRST PERSONAL NAME			
	INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)			
	SUFFIX			

7c. MAILING ADDRESS

<b>4030 S. Pipkin Road</b>	<b>Lakeland</b>	<b>FL</b>	<b>33811</b>	<b>USA</b>
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8. ☐ **COLLATERAL CHANGE:** Also check one of these four boxes: ☐ ADD collateral ☐ DELETE collateral ☐ RESTATE covered collateral ☐ ASSIGN collateral  
Indicate collateral:

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT:** Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)  
If this is an Amendment authorized by a DEBTOR, check here ☐ and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME <b>AGAMERICA LENDING LLC</b>				
OR	9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

10. **OPTIONAL FILER REFERENCE DATA:**  
**SKAGIT COUNTY, WASHINGTON**

**UCC FINANCING STATEMENT AMENDMENT ADDENDUM****FOLLOW INSTRUCTIONS**

11. INITIAL FINANCING STATEMENT FILE NUMBER: Same as item 1a on Amendment form

12. NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as item 9 on Amendment form

12a. ORGANIZATION'S NAME

**AGAMERICA LENDING LLC**

OR

12b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

13. Name of DEBTOR on related financing statement (Name of a current Debtor of record required for indexing purposes only in some filing offices - see instruction item 13): Provide only one Debtor name (13a or 13b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); see instructions if name does not fit

13a. ORGANIZATION'S NAME

**GALBRAITH TREE FARM, LLC**

OR

13b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

14. ADDITIONAL SPACE FOR ITEM 8 (Collateral):

15. This FINANCING STATEMENT AMENDMENT:

☒ covers timber to be cut☒ covers as-extracted collateral☒ is filed as a fixture filing16. Name and address of a RECORD OWNER of real estate described in item 17  
(if Debtor does not have a record interest):

17. Description of real estate:

See Exhibit A to Schedule I

18. MISCELLANEOUS:

## SCHEDULE I

## Financing Statement (continued)

DEBTORS: GALBRAITH TREE FARM, LLC, a Washington limited liability company;  
BEAR CREEK TREE FARM, LLC, a Washington limited liability company;  
and THE RJ GROUP, LLC, a Washington limited liability company

SECURED PARTY: AGAMERICA LENDING LLC, a Florida limited liability company

All of Debtors' right, title and interest, whether now held or hereafter acquired, in and to the following (the "Property"):

(a) The real property located in Whatcom and Skagit Counties, Washington, described on the attached Exhibit A, with all appurtenances and existing or future improvements (the "Land"), and all minerals, oil, gas, and other hydrocarbon substances, sand, gravel, and other materials that may be mined, produced, or extracted from the Land, in, on, or under the surface of the Land, as well as all development rights, permits, licenses, air rights, water, water rights, ditch rights, storage rights, permits, licenses, certificates and shares of water stock, utility reservations, sanitary sewer, and other utility capacities relating to the Land.

(b) All buildings, structures, fences, pipelines, pipes, tanks, dams, reservoirs, pumps, pumping equipment and all other improvements and fixtures now located or hereafter erected on the Land or used in connection therewith, including, but not limited to, the fixtures, attachments, equipment, machinery, and other articles attached to said buildings and improvements (collectively, the "Improvements"), all fixtures as defined in the Uniform Commercial Code in effect in the jurisdiction in which the Land and Improvements are located and/or where Debtor is located or organized (the "UCC") (collectively, the "Fixtures and Equipment"), and additions to the foregoing including farm machinery, packing equipment, forklifts, packaging equipment and labeling machines, and vehicles.

(c) Irrigation equipment and wind machines of every kind and nature whatsoever now or hereafter situated on the Land, including without limitation wind machines, compressors, pumps, stanchions, equipment relating to power generation, wells, irrigation equipment, pivots, pumps, motors, sprinkler systems, mainlines, electric lines, hand lines, wheel lines, above and underground pipeline, siphon tubes, gated pipe, all allied equipment such as control panels, pivot controls, wiring, wiring switch panels, shafting, openers, tubing, bowls, suction pipe, cones, reducers, valves, valve openers, reducers, end plugs, risers, stems, sprinkler heads, hoses and nozzles, and all other irrigation equipment used for the production or transportation of water on Land or for the irrigation or drainage thereof; embedded software relating to the foregoing, whether now owned or hereafter acquired, whether now existing or hereafter arising, and all accessions, parts, additions, replacements and substitutions for any of such property, and all proceeds (including without limitation insurance proceeds) from the sale or other disposition of any such property.

(d) All the property and rights described in Exhibit B attached hereto and by this reference incorporated herein, whether now owned and in existence in connection with the real property on the date hereof or hereafter acquired.

(e) All easements, rights-of-way or use, strips and gores of land, streets, ways, alleys, passages, sewer rights, utility reservations and capacity rights, waters, water courses, water rights and powers, air rights and development rights, and all estates, rights, titles, interests, minerals, royalties, privileges, liberties, tenements, hereditaments, and appurtenances of any nature whatsoever, in any way now or hereafter belonging, relating, or pertaining to the Land or the Improvements, or any part thereof and the reversions, remainders, rents, issues, and profits thereof; and all land lying in the bed of any street, road, or avenue, opened or proposed, in front of or adjoining the Land, to the center line thereof and all the estates, rights, titles, interests, rights of dower, rights of curtesy, property, possession, claim, and demand whatsoever, both at law and in equity, of Debtor of, in, and to the Land and the Improvements, and every part and parcel thereof, with the appurtenances thereto.

(f) Any and all rents, revenues, issues, profits, royalties, income, cash proceeds, security deposits, accounts, moneys, and other benefits that are now due or may hereafter become due by reason of the renting, leasing, bailment of all or any portion of the Land or the Improvements, or the use or occupancy thereof (collectively "Rents").

(g) Subject to the rights of Debtor hereunder and under the Loan Documents, all leasehold estate, right, title and interest of Debtor in, to or under all leases (including grazing permits, certificates, assignments, and leases and oil and gas leases), subleases, sub-subleases, licenses, concessions, occupancy agreements, or other agreements (written or oral, now or at any time in effect and every modification, amendment, or other agreement relating thereto, including every guarantee of the performance and observance of the covenants, conditions, and agreements to be performed and observed by the other party thereto) which grant a possessory interest in, or the right to use or occupy, all or any part of the Land and/or Improvements, together with all related security and other deposits (in each case, as amended, amended and restated, supplemented, renewed, extended, substituted, or otherwise modified from time to time, collectively, "**Leases**").

(h) All other contracts and agreements in any way relating to, executed in connection with, or used in, the development, construction, use, occupancy, operation, maintenance, enjoyment, acquisition, management, or ownership of the Land and/or Improvements or the sale of goods or services produced in or relating to the Land and/or Improvements (collectively, in each case as amended, amended and restated, supplemented, renewed, extended, substituted, or otherwise modified from time to time, the "**Property Agreements**") including: (i) all construction contracts, architects' agreements, engineers' contracts, utility contracts, letters of credit, escrow agreements, maintenance agreements, management, leasing and related agreements, parking agreements, equipment leases, service contracts, operating leases, catering and restaurant leases and agreements, agreements for the sale, lease, or exchange of goods or other property, agreements for the performance of services, permits, variances, licenses, certificates, and entitlements; (ii) all material agreements and instruments under which Debtor or any of its affiliates or the seller of the Land and/or Improvements have remaining rights or obligations in respect of Debtor's acquisition of the Land and/or Improvements or equity interests therein; (iii) business licenses, variances, entitlements, certificates, state or local health department licenses, liquor licenses, food service licenses, certificates of need, and all other permits, licenses, and rights obtained from any governmental authority or private person; (iv) all rights of Debtor to receive monies due and to become due under or pursuant to the Property Agreements; (v) all claims of Debtor for damages arising out of or for breach of or default under the Property Agreements; and (vi) all rights of Debtor to terminate, amend, supplement, modify, or waive performance under the Property Agreements, to compel performance and otherwise to exercise all remedies thereunder, and, with respect to Property Agreements that are letters of credit, to make any draws thereon.

(i) All bushes, groves, trees, plants, vines or other plantings upon or under the Land and all intellectual rights now or hereafter held by Debtor with respect to plantings, including all such patents, patent licenses, trademarks and trademark licenses ("**Plantings**").

(j) All crops grown, growing or to be grown on or under the Land (including all such crops following severance from the Land and seed and propagative portions of plants, and all proceeds thereof), including crops produced on trees, vines, and bushes, and products of crops in their unmanufactured state, and harvested crops whether stored on or off the Land and whether such crops are considered "Inventory" or "Goods" as defined in the Uniform Commercial Code or the Washington Commercial Code ("**Crops**").

(k) All Property securing any other Note or Loan Agreement pursuant to the Loan Documents related thereto.

(l) All insurance or other settlement proceeds relating to or arising out of the foregoing, all proceeds of a sale of all or any portion of the foregoing, and all causes of action, claims, compensation, awards, damages, proceeds, payments, relief, or recoveries, including interest thereon, as a result of any casualty or condemnation of all or any part of the Land and/or Improvements or for any damage or injury to it or for any loss or diminution in value of the Land and/or Improvements (collectively, the "**Proceeds**").

(m) All timber of every kind now or hereafter standing on or cut from the Land, or to be cut, and all forest products, along with all products thereof including but not limited to logs, lumbers in process and finished stock, and all contracts or conveyance or sale of such timber, forest products, and/or other products and any proceeds thereof ("**Timber**").

(n) All refunds, rebates, or credits in connection with reduction in real estate taxes and assessments charged against the Property as a result of tax *certiorari* or any applications or proceedings for reduction.

(o) The right, in the name and on behalf of Debtor, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of Secured Party in the Property.

(p) All agreements, contracts, certificates, instruments, franchises, permits, licenses, plans, specifications, and other documents, now or hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management, or operation of the Land and any part thereof and any Improvements or any business or activity conducted on the Land and any part thereof and all right, title, and interest of Debtor therein and thereunder, including, without limitation, the right, upon the happening of any default hereunder, to receive and collect any sums payable to Debtor thereunder.

(q) All tradenames, trademarks, service marks, logos, copyrights, goodwill, books and records, and all other general intangibles relating to or used in connection with the operation of the Property.

(r) All reserves, escrows, and deposit accounts maintained by Debtor with respect to the Property, including without limitation, all cash, checks, drafts, certificates, securities, investment property, financial assets, instruments, and other property held therein from time to time and all proceeds, products, distributions or dividends, or substitutions thereon and thereof (collectively, the "Accounts").

(s) To the extent not included in the foregoing, all cash and non-cash proceeds, products, offspring, rents, revenues, issues, profits, royalties, income, benefits, additions, renewals, extensions, substitutions, replacements, and accessions of and to any and all of the foregoing.

(t) Any and all other rights of Debtor in and to the items set forth in subsections (a) through (s) above.

**EXHIBIT A**

GALBRAITH TREE FARM  
Loan No. 1473

**ASSIGNMENT OF MORTGAGE****Legal Description of Real Estate**

Whatcom and Skagit Counties, Washington

**PARCEL A:**

THE SOUTHEAST QUARTER, EXCEPT PART PLATTED AS EAST HAVEN ADDITION TO FAIRHAVEN, WHATCOM COUNTY, WASHINGTON, RECORDED IN VOLUME 2 OF PLATS, PAGE 82, RECORDS OF WHATCOM COUNTY, WASHINGTON.

TOGETHER WITH BLOCKS 1, 2, 3, 4, 5 AND 6, EAST HAVEN ADDITION TO FAIRHAVEN, WHATCOM COUNTY, WASHINGTON, RECORDED IN VOLUME 2 OF PLATS, PAGE 82, RECORDS OF WHATCOM COUNTY, WASHINGTON.

ALSO TOGETHER WITH GOVERNMENT LOTS 3 AND 4;

ALSO TOGETHER WITH THE SOUTH HALF OF THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER, ALL IN SECTION 2, TOWNSHIP 37 NORTH, RANGE 3 EAST OF W.M.

SITUATE IN WHATCOM COUNTY, WASHINGTON.

**PARCEL B:**

ALL OF BLOCKS 1, 2, 3 AND 4, MENLO PARK, AN ADDITION TO SEHOME AND FAIRHAVEN, RECORDED IN VOLUME 2 OF PLATS, PAGE 68, RECORDS OF WHATCOM COUNTY, WASHINGTON.

SITUATE IN WHATCOM COUNTY, WASHINGTON.

**PARCEL C:**

GOVERNMENT LOT 4 (ALSO DESCRIBED AS THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER), SECTION 11, TOWNSHIP 37 NORTH, RANGE 3 EAST OF W.M.; ALSO THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, AND THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 37 NORTH, RANGE 3 EAST OF W.M.

SITUATE IN WHATCOM COUNTY, WASHINGTON.

**PARCEL D:**

THE EAST HALF OF THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 37 NORTH, RANGE 3 EAST OF W.M.

SITUATE IN WHATCOM COUNTY, WASHINGTON.

**PARCEL E:**

THE ENTIRE PLAT OF ELECTRIC MOTOR LINE ADDITION TO FAIRHAVEN, BLOCKS 1 TO 20, INCLUSIVE, BEING THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 37 NORTH, RANGE 3 EAST OF W.M.;

ALL OF BLOCKS 1 THROUGH 9, INCLUSIVE; LOTS 1 THROUGH 9, 11 THROUGH 14, AND 16 THROUGH 22, BLOCK 10; LOTS 1 THROUGH 22, BLOCK 16, LOTS 1 THROUGH 11, BLOCK 17, AND ALL OF BLOCK 11 THROUGH 14, 19 AND 20; DONOVAN AVENUE ADDITION TO FAIRHAVEN, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 2 OF PLATS, PAGE 83, RECORDS OF WHATCOM COUNTY, WASHINGTON.

SITUATE IN WHATCOM COUNTY, WASHINGTON.

**PARCEL F:**

THOSE PORTIONS OF THE SOUTHEAST QUARTER OF SECTION 4 THAT LIE EAST OF THE WEST LINE OF A PIPELINE EASEMENT RECORDED UNDER AUDITOR'S FILE NOS. 779595 AND 789170, SECTION 4, TOWNSHIP 37 NORTH, RANGE 3 EAST OF W.M.;

EXCEPT THAT RIGHT-OF-WAY LYING ALONG THE EASTERLY LINE THEREON.

SITUATE IN WHATCOM COUNTY, WASHINGTON.

**PARCEL G:**

THE NORTH HALF OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, AND THE EAST HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 37 NORTH, RANGE 3 EAST OF W.M.;

ALSO ALL OF GOVERNMENT LOTS 1 AND 2; GOVERNMENT LOT 4; THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER; GOVERNMENT LOT 3; THE SOUTH HALF OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER; THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER; THE ENTIRE SOUTHWEST QUARTER; THE ENTIRE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 37 NORTH, RANGE 3 EAST OF W.M.;

ALL OF BLOCKS 1 THROUGH 15; LOTS 22, 23 AND 24, BLOCK 16; ALL OF BLOCKS 17 THROUGH 28; PLAT OF GREAT NORTHERN ADDITION TO FAIRHAVEN, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 3 OF PLATS, PAGE 23, RECORDS OF WHATCOM COUNTY, WASHINGTON.

SITUATE IN WHATCOM COUNTY, WASHINGTON.

**PARCEL H:**

A PORTION OF SECTIONS 9, 10, 11 AND 15, TOWNSHIP 37 NORTH, RANGE 3 EAST OF W.M., DESCRIBED AS FOLLOWS:

THOSE PORTIONS OF THE EAST HALF OF SECTION 9 THAT LIE EAST OF THE WEST LINE OF A TRANS-MOUNTAIN OIL PIPELINE EASEMENT RECORDED UNDER AUDITOR'S FILE NO. 789621, RECORDS OF WHATCOM COUNTY, WASHINGTON.

ALSO THE FOLLOWING PORTIONS OF SECTION 10:



ALL OF THE SOUTHEAST QUARTER, AND THOSE PORTIONS OF THE NORTH TWO-THIRDS OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER THAT LIE EAST OF THE WEST LINE OF A TRANS-MOUNTAIN OIL PIPELINE EASEMENT, RECORDED UNDER AUDITOR'S FILE NO. 789620, RECORDS OF WHATCOM COUNTY, WASHINGTON; AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER; AND THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER; AND THE SOUTH HALF OF THE NORTHWEST QUARTER; AND THE WEST HALF OF THE NORTHEAST QUARTER; AND ALL OF BLOCKS 5 THROUGH 8, MENLO PARK, RECORDED IN VOLUME 2 OF PLATS, PAGE 68, RECORDS OF WHATCOM COUNTY, WASHINGTON.

ALSO THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 11.

ALSO THE FOLLOWING PORTIONS OF SECTION 15:

THE NORTH HALF OF THE NORTHEAST QUARTER, AND THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER, EXCEPT THE FOLLOWING TRACT:

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTH HALF OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15; THENCE SOUTH 89°48'10" EAST 22.40 FEET TO AN IRON PIPE; THENCE SOUTH 11°24'03" EAST 122.44 FEET TO AN IRON PIPE; THENCE SOUTH 20°23'00" WEST 85.83 FEET TO AN IRON PIPE; THENCE NORTH 88°22'19" WEST 22.40 FEET TO AN IRON PIPE ON THE WEST LINE OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER; THENCE NORTH 1°37'41" EAST ALONG SAID WEST LINE, FOR A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING.

SITUATE IN WHATCOM COUNTY, WASHINGTON.

**The Skagit County Land is described as follows:**

**PARCEL "A":**

The West  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$ ; the Southwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$ , EXCEPT that portion deeded to Puget Sound Power & Light Company under deed recorded November 5, 1925, under Auditor's File No.

188710, Volume 138 of Deeds, page 117, being a correction of Auditor's File No. 183521, Volume 136 of Deeds, page 398; all that portion of the Northeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$ , described as follows:

Commencing at a point which is the quarter corner between Sections 11 and 14 and running South a distance of 1,320 feet;  
thence West a distance of 590 feet;  
thence North 25°25' West a distance of 1,475 feet;  
thence East a distance of about 1240 feet to the point of beginning, and all that portion of the Southeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$ , described as follows:

Commencing at a point which is the Northeast corner of the Southeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 14;  
thence running South a distance of 977 feet;  
thence North 30°45' West a distance of 1148 feet;  
thence East a distance of 590 feet, more or less, to the point of beginning, all in Section 14, Township 36 North, Range 8 East, W.M., EXCEPT the following tract conveyed to Puget Sound Power & Light Company by deed recorded November 5, 1925, under Auditor's File No. 188710:

Beginning at a point on the East and West centerline of Section 14, Township 36 North, Range 8 East, W.M., which

point is 1248.68 feet West of the quarter corner common to Sections 13 and 14 and is the true point of beginning;

thence North 64°36'10" West 39.0 feet;  
 thence North 10°45'10" West 25.6 feet;  
 thence North 12°53'50" East 41.5 feet;  
 thence North 21°25'10" West 74.7 feet;  
 thence North 43°23'40" West 43.7 feet;  
 thence North 33°40'10" West 119.2 feet;  
 thence North 54°37'40" West 108.1 feet;  
 thence North 83°00'10" West 105.8 feet;  
 thence North 40°43'10" West 111.1 feet;  
 thence North 87°47'10" West 59.0 feet;  
 thence North 76°10'10" West 109.8 feet;  
 thence North 62°14'10" West 83.2 feet;  
 thence North 73°03'10" West 69.8 feet;  
 thence North 62°55'10" West 145.0 feet;  
 thence North 74°48'10" West 67.0 feet;  
 thence North 73°40'10" West 84.1 feet;  
 thence North 56°24'40" West 142.7 feet;  
 thence North 42°01'40" West 59.3 feet;  
 thence North 32°02'10" West 48.5 feet;  
 thence North 21°17'50" East 152.0 feet;  
 thence North 16°48'40" West 52.6 feet;  
 thence North 34°48'10" West 237.1 feet;  
 thence North 10°56'10" West 125.4 feet; to a point, said point bearing South 1°19'20" East, 1576.16 feet from the

quarter corner common to Section 11 and 14, Township 36 North, Range 3 East, W.M.;

thence South 39°02'50" West 183.7 feet;  
 thence South 31°28'40" East 261.8 feet;  
 thence South 25°58'50" West 163.0 feet;  
 thence South 22°52'40" East 300.5 feet;  
 thence South 57°50'40" East 88.1 feet;  
 thence South 84°34'10" East 239.8 feet;  
 thence South 61°29'10" East 251.5 feet;  
 thence South 79°59'40" East 118.3 feet;  
 thence South 61°44'05" East 169.57 feet;  
 thence South 25°09'25" West 44.6 feet;  
 thence South 76°43'25" West 126.6 feet;  
 thence South 43°12'55" West 88.6 feet;  
 thence South 44°26'55" West 82.5 feet;  
 thence North 80°01'25" East 186.8 feet;  
 thence South 71°56'05" East 97.4 feet;  
 thence South 34°55'35" East 44.98 feet to a point on the East and West centerline of Section 11, Township 36 North,

Range 8 East, W.M., which point is 1641.42 feet West of the quarter corner common to Section 13 and 14;

thence East along centerline of Section 392.74 feet to the point of beginning.

Situate in the County of Skagit, State of Washington.

**PARCEL "B":**

The Southwest ¼ of Section 11, Township 36 North, Range 8 East, W.M., EXCEPT that portion lying within the Baker Lake Road.

Situate in the County of Skagit, State of Washington.

**END OF LEGAL DESCRIPTION**

**EXHIBIT B****UCC FINANCING STATEMENT**

As-extracted collateral (including without limitation oil, gas and other minerals); fixtures (including without limitation trade fixtures and windmills and wind machines); equipment (including without limitation farm machinery, livestock handling equipment, compressors, pumps, stanchions, equipment relating to power generation, irrigation equipment, pivots, pumps, motors, sprinkler systems, mainlines, hand lines, wheel lines, siphon tubes, gated pipe and all other irrigation equipment used for the production or transportation of water on the real property described in the attached Exhibit A or for the irrigation or drainage thereof); embedded software relating to the foregoing; permits (including State and Federal grazing permits), licenses, agreements and documents necessary to own or operate the real property described in the attached Exhibit A; supplies; all Timber of every kind, including all Timber to be cut, all standing Timber, and all forest products, along with all products thereof including but not limited to logs, lumber in process and finished stock, and all contracts or conveyance or sale of such Timber, forest products and/or other products and any proceeds thereof, and accounts, inventory, chattel paper, general intangibles and accounts generated from the real property described in the attached Exhibit A (including without limitation all leases, bonuses, royalties, subleases, franchises, rents, issues, profits and incomes arising therefrom and all the estate, right, title and interest of every nature in and to the same); whether now owned or hereafter acquired, whether now existing or hereafter arising, and all accessions, parts, additions, replacements and substitutions for any of such property, and all proceeds (including without limitation insurance proceeds) from the sale or other disposition of any such property.

Irrigation equipment shall include without limitation all sprinkler systems to the extent now located or hereafter erected on or used in connection with the real property described in the attached Exhibit A.

All equipment affixed to the real property described in the attached Exhibit A, all spare parts and special tools for such equipment, and all fixtures. All prepaid expenses arising from the ownership and maintenance of the Property.

All contract rights, chattel paper, documents, accounts, and general intangibles, whether now owned or hereafter acquired by debtors, including, but not limited to, all entitlements, rights to payment and payments (in whatever form received, including, but not limited to, payments in cash or in kind) under any current or future state or federal governmental programs, including, but not limited to, Governmental Agricultural Diversion Programs, Governmental Agricultural Assistance Programs, and the United States Department of Agriculture Farm Service Agency (FSA) Feed Grain Program; and all proceeds of the foregoing. All accounts receivable arising from the sale of Collateral or products of the Collateral or from any contract for the sale of Collateral or of products of the Collateral.

All bushes groves, trees, plants, vines or other plantings upon or under the Land ("Plantings") and all intellectual rights now or hereafter held by Grantor with respect to Plantings, including all such patents, patent licenses, trademarks and trademark licenses.

All crops grown, growing or to be grown on or under the Land, including crops produced on trees, vines, and bushes, including all such crops following severance from the Land, and seed and propagative portions of plants, and products of crops in their unmanufactured state, and harvested crops whether stored on or off the Land and whether such crops are considered "Inventory" or "Goods" as defined in the Uniform Commercial Code or the Washington Commercial Code ("Crops").

Together with any and all water, water rights, ditches and ditch rights, storage rights and permits, licenses, certificates or shares of stock currently used on, belonging to, or in any way appurtenant to the real property described in this Exhibit A, whether now owned or hereafter acquired, whether now existing or hereafter arising, and all proceeds from the sale or other disposition of any such property.