

Return Address:

AgWest Farm Credit - Spokane
PO Box 2585
Pasco, WA 99301-8094

M10597

Document 1 Title: Modification of Leasehold MortgageReference Nos: 202109230062

Additional Reference #s on page: _____

Grantors:

Island Grown Farmers Cooperative

Grantees:

AgWest Farm Credit, PCA

Additional Grantors on page: _____

Additional Grantees on page: _____

Document 2 Title: Modification of Fixture FilingReference Nos: 202109230062

Additional Reference #s on page: _____

Grantors:

Island Grown Farmers Cooperative

Grantees:

AgWest Farm Credit, PCA

Additional Grantors on page: _____

Additional Grantees on page: _____

Abbreviated Legal Description:

Lot 24, as shown on AMENDED SKAGIT REGIONAL AIRPORT BINDING SITE PLAN, PHASE I, Skagit
County, WA

Additional legal is on page: 6

Assessor's Property Tax Parcel/Account Numbers:

P115583

MODIFICATION OF LEASEHOLD MORTGAGE AND FIXTURE FILING

This Modification of Leasehold Mortgage (this "Modification"), dated as of June 24, 2024, is made by and between Island Grown Farmers Cooperative, a Washington corporation whose address is 11719 Westar Lane, Burlington, WA 98233 ("Mortgagor"), and AgWest Farm Credit, PCA, successor in interest to 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 Leasehold Mortgage, dated September 15, 2021, was executed in favor of Mortgagee, which was recorded on September 23, 2021, as Instrument No. 202109230062, 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 Six hundred thousand and 00/100 Dollars (\$600,000.00) (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;

Note No.	Date of Note	Principal Amount	Final Installment Date
6622950	June 24, 2024	\$600,000.00	June 1, 2034
6381316	September 15, 2021	\$750,000.00	October 1, 2031

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;

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:

Island Grown Farmers Cooperative
a Washington corporation


Terresa C. Sundstrom
President


Eric C. Lum
Vice President

MORTGAGEE:

AgWest Farm Credit, PCA


By: Authorized Agent

Island Grown Farmers Cooperative

Loan Number: 6622950, 6381316

Modification of Leasehold Mortgage and Fixture Filing
Walters Kluwer Financial Services, Inc.

2024062424.2 0.5683-J20210222Y

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AcknowledgmentState of WashingtonCounty of Skagit

This record was acknowledged before me on June 26, 2024 by Terresa C. Sundstrom as President of Island Grown Farmers Cooperative, a Washington corporation on behalf of the corporation.

Maria Miramontes

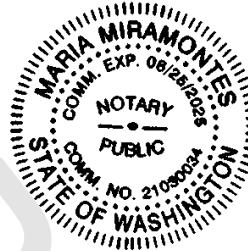
Notary Public

My commission expires: 08/25/2025**Acknowledgment**State of WashingtonCounty of Skagit

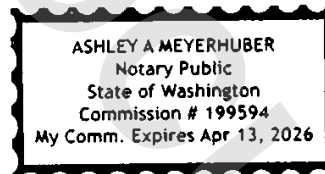
This record was acknowledged before me on June 27, 2024 by Eric C. Lum as Vice President of Island Grown Farmers Cooperative, a Washington corporation on behalf of the corporation.

Maria Miramontes

Notary Public

My commission expires: 08/25/2025**Acknowledgment**State of WashingtonCounty of Spothane

This record was acknowledged before me on July 3rd 2024 by Cary G. Fry as the Authorized Agent of AgWest Farm Credit, PCA.

Ashley A. MeyerhuberNotary Public Ashley A. MeyerhuberMy commission expires: April 13 2026

**EXHIBIT A
PROPERTY DESCRIPTION**

LOT 24, as shown on AMENDED SKAGIT REGIONAL AIRPORT BINDING SITE PLAN, PHASE 1, said binding site plan being recorded on March 4, 2003 in the County of Skagit as Auditor's File No. 200303040030. (AKA a portion in the Northwesternly $\frac{1}{4}$ of the Northwesternly $\frac{1}{4}$ of the Southeastly $\frac{1}{4}$ of Section 34, Township 35, Range 3 East of the Willamette Meridian)

Tax Parcel No: P115583