

**WHEN RECORDED RETURN TO:**

AgWest Farm Credit  
265 E George Hopper Road  
Burlington, WA 98233

**DOCUMENT TITLE(S)**

First Amendment To Mortgage, Assignment of Leases and Rents, Financing Statement and Fixture Filing

**REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:**

~~20211230043~~ **202112300043**

**GRANTOR(S):**

CT 211029-NCS

U.S. Golden Eagle Farms LP

**GRANTEE(S):**

AgWest Farm Credit, FLCA, successor in interest to Northwest Farm Credit Services, FLCA

**ABBREVIATED LEGAL DESCRIPTION:**

PTN. W/2 and SW SE, 15-35-06, PTN. 16-35-06, PTN N/2, 21-35-06, PTN. 22-35-06, Skagit County, Washington

**TAX PARCEL NUMBER(S):** P41308/350616-4-003-0004; P41744/350621-0-003-0005; P41745/350621-0-004-0004; P41245/350615-3-005-0005; P41254/350616-0-004-0001; P41255/350616-0-005-0000; P41262/350616-0-012-0001; P41270/350616-0-019-0004; P41306/350616-4-001-0006; P41307/350616-4-002-0005; P41312/350616-4-006-0001; P41313/350616-4-007-0000; P41314/350616-4-008-0009; P41746/350621-0-005-0003; P41799/350621-1-001-0005; P41801/350621-1-003-0003; P41829/350622-0-004-0003; P41830/350622-0-005-0002; P41851/350622-2-001-0002; P41852/350622-2-002-0001; P41853/350622-2-003-0000; P65622/3923-000-001-0007; P65623/3923-000-002-0006; P65625/3923-000-004-0004; P65626/3923-000-005-0003; P65627/3923-000-006-0002; P65657/3923-000-037-0005; P41253/350616-0-003-0002; P41277/350616-1-004-0009; P41309/350616-4-004-0003; P41310/350616-4-005-0002; P41743/350621-0-002-0006; P41750/350621-0-007-0001; P41782/350621-0-027-0007; P41800/350621-1-002-0004; P41230/350615-2-003-0009; P41238/350615-2-004-0008; P41239/350615-2-004-0107; P41250/350616-0-001-0004; P41267/350616-0-016-0007; P41268/350616-0-017-0006; P41269/350616-0-018-0005; P41825/350622-0-002-0039; P41828/350622-0-003-0020; P41850/350622-1-002-0029; P41240/350615-3-001-0009; P41241/350615-3-001-0108; P41242/350615-3-002-0008; P41243/350615-3-003-0007; P41244/350615-3-004-0006; P41246/350615-3-006-0004; P41247/350615-3-006-0103; P41847/350622-1-001-0004; P41249/350615-4-002-0006

**FIRST AMENDMENT TO MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, FINANCING  
STATEMENT AND FIXTURE FILING  
(Skagit County, Washington)**

THIS FIRST AMENDMENT TO MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, FINANCING STATEMENT AND FIXTURE FILING (this "**Amendment**") is made and entered into as of August 1, 2025, by and among U.S. GOLDEN EAGLE FARMS LP, a Washington limited partnership (the "**Partnership**" or the "**Mortgagor**"), and AGWEST FARM CREDIT, FLCA, as successor in interest to Northwest Farm Credit Services, FLCA ("**Mortgagee**").

**RECITALS**

A. Mortgagee made (a) a loan to Mortgagor and Aquilini Red Mountain Vineyards Limited Partnership, a Washington limited partnership, Aquilini Horse Heaven Hills Vineyards Limited Partnership, a Washington limited partnership and GE Toledo Farms Limited Partnership, a Washington limited partnership (individually and collectively, "**Borrower**") in the original principal amount of in the original principal amount of Fifteen Million Ninety-Nine Thousand and No/100 Dollars (\$15,099,000.00) (the "**6358381 Loan**") evidenced by that certain Note made by Borrower and dated December 30, 2021 (the "**6358381 Note**") and (b) a loan to Borrower in the original principal amount of Twenty-Four Million Nine Hundred Eighty-Three Thousand and No/100 Dollars (\$24,983,000.00) (the "**6358373 Loan**," and together with the 6358381 Loan, the "**Loans**") evidenced by that certain Note made by Borrower and dated December 30, 2021 (the "**6358373 Note**," and together with the 6358381 Note, the "**Notes**"). The Notes are secured in part by that certain Mortgage, Assignment of Leases and Rents, Financing Statement and Fixture Filing executed by Mortgagor in favor of Mortgagee, dated as of December 30, 2021 and recorded in the office records of Skagit County, Washington under recording number\*20211230043, (the "**Mortgage**"), encumbering certain real and personal property located in Skagit County, Washington as more particularly described in the Mortgage and on the attached Exhibit A. Capitalized terms used and not otherwise defined herein shall have the meanings given to them in the Mortgage.

B. Borrower and Mortgagee have amended the Notes to extend the Loan Maturity Date (as defined therein).

C. Mortgagor and Mortgagee desire to amend the Mortgage to extend the final installment under the Notes.

NOW THEREFORE, in consideration of the premises, the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt of which are hereby acknowledged by the parties hereto, it is agreed as follows:

1. **Confirmation of Loan.** The Notes and the Mortgage are hereby confirmed by Mortgagor as being in full force and effect and Mortgagor acknowledges that as of the date hereof, Borrower has no defenses or offsets to any of its obligations thereunder and that Mortgagee has performed all of its obligations under the Notes and the Mortgage to this date.

2. **Amendment to Mortgage.** Section 3.1(a) of the Mortgage is hereby deleted in its entirety and replaced with the following:

(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;

\* 202112300043

Note No.	Date of Note	Principal Amount	Final Installment Date
6358373	December 31, 2021	\$24,983,000.00	March 1, 2027
6358381	December 31, 2021	\$15,099,000.00	March 1, 2027

3. Reaffirmation. Except as expressly set forth herein, the Mortgage shall remain unmodified and in full force and effect, and Mortgagor hereby affirms and reaffirms, as applicable, each and every term and provision of the Mortgage, as originally set forth therein, as amended hereby.

4. Construction. This Amendment shall be construed in accordance with the law of the State of Washington, except where federal laws, including the Farm Credit Act of 1971, as amended, may be applicable. The terms of this Amendment have been mutually negotiated with each party having the opportunity to seek the advice of legal counsel and shall not be construed against any party. The headings in this Amendment are inserted solely for the purpose of convenience and shall not affect the interpretation of the provisions hereof. If any portion of this Amendment is held to be invalid by any court of competent jurisdiction, such ruling shall not affect the remaining terms hereof unless and to the extent it includes a specific determination that the fundamental purposes of this Amendment are thereby significantly impaired.

5. Entire Agreement. No amendments, variations, waivers, modifications or changes to this Amendment shall be effective unless in writing and signed by the Mortgagee and Mortgagor subsequent to the date hereof.

6. Counterparts. This Amendment may be executed in two or more counterparts, all of which shall constitute but one and the same instrument. The signature pages of exact copies of this Amendment may be attached to one copy to form one complete document.

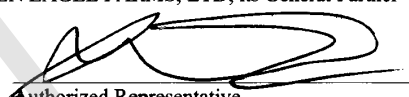
*(Signatures appear on the following page)*

**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 has duly executed this Mortgage as of the date first above written.

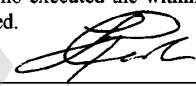
**MORTGAGOR:**  
**U.S. GOLDEN EAGLE FARMS LP**

By: GOLDEN EAGLE FARMS, LTD, its General Partner

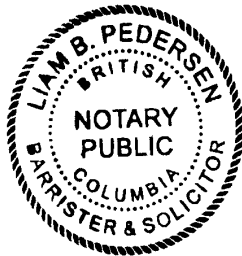
By:   
Authorized Representative

Country Canada  
STATE OF Canada ) ss.  
Province B.C. )  
County of B.C.

On this 15 day of August, 2025, before me personally appeared Suzan El-Khatib, to me known to be the person(s) described in and who executed the within instrument, and acknowledged that [he][she] executed the same as [his][her] free act and deed.

  
Notary Public for the ~~State of~~ Province of BRITISH COLUMBIA  
Residing at 89 W. GEORGIA ST, VANCOUVER, BC V6B 0N8  
My commission expires N/A  
Printed Name LIAM B. PEDERSEN

(Stamp)



**LIAM B. PEDERSEN**  
**Barrister & Solicitor**  
**89 W. Georgia St.**  
**Vancouver, BC V6B 0N8**  
**604-899-4855**

Signature and Acknowledgment Page – Mortgagor


First Amendment to Mortgage (Skagit)  
Aquilini Red Mountain Vineyards  
Loan No. 6358381 and 6358373

**MORTGAGEE:****AgWest Farm Credit, FLCA**By: COLTON ANDERSON, RELATIONSHIP MANAGER  
Printed Name and TitleSTATE OF Washington )County of Skagit ) ss.

On this 15<sup>th</sup> day of September, 2025, before me personally appeared Colton Anderson, to me known to be the person(s) described in and who executed the within instrument, and acknowledged that [he][she] executed the same as [his][her] free act and deed.

(Stamp)



  
Notary Public for the State of Washington  
Residing at 1109 E Vidette Ave, Burlington, WA 98233  
My commission expires 1-17-2026  
Printed Name Stephanie McClure

Signature and Acknowledgment Page – Mortgagee

First Amendment to Mortgage (Skagit)  
Aquilini Red Mountain Vineyards  
Loan No. 6358381 and 6358373  
127156645.2 0070151-00018

**EXHIBIT A  
PROPERTY DESCRIPTION**

**PARCEL "A":**

That portion of the East 213.2 feet of the Southeast  $\frac{1}{4}$  of Section 16, Township 35 North, Range 6 East, W.M., lying South of Etach Creek;

EXCEPT the South 15 feet thereof conveyed to Skagit County for road purposes by deed recorded April 10, 1917, under Auditor's File No. 118467 in Volume 106 of Deeds, page 398.

Situated in Skagit County, Washington.

**PARCEL "B":**

The West  $\frac{1}{2}$  of the Southwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 15, Township 35 North, Range 6 East, W.M., EXCEPT the South 15 feet thereof conveyed to Skagit County for road purposes by deed recorded April 10, 1917, under Auditor's File No. 118459 in Volume 106 of Deeds, page 392.

Situated in Skagit County, Washington.

**PARCEL "C":**

That portion of the Northeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 16, Township 35 North, Range 6 East, W.M., lying South of Etach Creek;

EXCEPT the East 213.2 feet thereof.

Situated in Skagit County, Washington.

**PARCEL "D":**

The Southeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$ , EXCEPT the East 213.2 feet thereof, in Section 16, Township 35 North, Range 6 East, W.M..

Situated in Skagit County, Washington.

**PARCEL "E":**

The Northeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 21, Township 35 North, Range 6 East, W.M.;  
EXCEPT roads;

AND EXCEPT that portion thereof Southwesterly of the County Road.

Situated in Skagit County, Washington.

**PARCEL "F":**

That portion of the Southeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 21, Township 35 North, Range 6 East, W.M., lying Northeasterly of the County Road that runs along the Northeasterly line of Tracts 2 and 3 of "HEART O' THE SKAGIT RIVER TRACTS", as per plat recorded in Volume 9 of Plats, pages 1, 2 and 3, records of Skagit County, Washington.

Exhibit A

First Amendment to Mortgage (Skagit)  
Aquilini Red Mountain Vineyards  
Loan No. 6358381 and 6358373  
127156645.2 0070151-00018

Situated in Skagit County, Washington.

PARCEL "G":

The Northwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  and the West  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 22, Township 35 North, Range 6 East, W.M..

EXCEPT those portions conveyed to Skagit County for road purposes by deeds dated May 19, 1915, and December 2, 1916, recorded April 10, 1917 in Volume 106 of Deeds, page 355 and 397.

Situated in Skagit County, Washington.

PARCEL "H":

That portion of Lots 4 and 5, Section 22, Township 35 North, Range 6 East, W.M., lying North of County Road;

EXCEPT that portion thereof conveyed to Skagit County for road purposes by Deed dated March 19, 1910, recorded under Auditor's File No. 78671;

ALSO EXCEPT therefrom a parcel of land 2 rods wide and 4 rods long for cemetery purposes and more Particularly described as follows:

Beginning at a point 380 feet South of 95 feet West from the Northeast corner of said Lot 4; thence South 4 rods; Thence West 2 rods; thence North 4 rods; thence East 2 rods to the point of beginning.

Situated in Skagit County, Washington.

PARCEL "I":

That portion of Government Lot 4, Section 22, Township 35 North, Range 6 East, W.M., described as follows: Beginning at the intersection of the County Road with the East line of said Lot 4; thence South along the East line of said Government Lot 4, 756 feet; thence in a generally Westerly direction along an old fence line, 1,164 feet; Thence due North to the Southerly edge of County Road, a distance of 317 feet, more or less;

Thence Northeasterly along the Southerly edge of County Road to the point of beginning.

EXCEPT that portion, if any, which lies within the plat of "HEART O' THE SKAGIT RIVER TRACTS", as per plat recorded in Volume 9 of Plats, pages 1, 2 and 3, records of Skagit County, Washington.

ALSO EXCEPT that portion, if any, lying within the gravel bar as conveyed to the State of Washington, by Deed dated May 29, 1954, recorded July 26, 1954, under Auditor's File No. 504383.

Situated in Skagit County, Washington.

PARCEL "J":

The East  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 22, Township 35 North, Range 6 East, W.M.. EXCEPT roads.

Situated in Skagit County, Washington.

PARCEL "K":

Exhibit A

First Amendment to Mortgage (Skagit)  
Aquilini Red Mountain Vineyards  
Loan No. 6358381 and 6358373  
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Government Lots 3 and 4, Section 16, Township 35 North, Range 6 East, W.M..

EXCEPT that portion thereof lying within the present bed of the Skagit River;

TOGETHER WITH shore lands of the second Class situated in front of, adjacent to, or abutting upon said Lots 3 and 4;

EXCEPT that portion of said shore lands in front of said Government Lots 3 and 4 which lies North of the North line of said Lots;

AND ALSO EXCEPT that portion of Lot 3, described as follows:

Beginning at the Section corner of Sections 16, 17, 20 and 21; thence North 600 feet to the South bank of the Skagit River; thence South 20° East along the South bank of the Skagit River to the South Section line of Section 16; thence West along the South Section line of Section 16, to the point of beginning.

Situated in Skagit County, Washington.

PARCEL "L":

Government Lot 5, Section 16, Township 35 North, Range 6 East, W.M..

TOGETHER WITH the shore lands of the second class in front of, adjacent to, or abutting upon said Lot 5; EXCEPT that portion described as follows:

Beginning at the intersection of the center line of the County road running in a generally Northerly direction through said Lot 5, with the South line of said subdivision;

Thence Northwesterly along said center line to a point 330 feet West of the East line of said subdivision, as measured along a line drawn at right angles thereto;

Thence Easterly to a point on the East line of said subdivision which is 310 feet North of the Southeast corner thereof;

Thence Southerly along said East line 310 feet to the Southeast corner of said subdivision; thence West along the South line of said subdivision to the point of beginning.

EXCEPT County Road.

Situated in Skagit County, Washington.

PARCEL "M":

Government Lot 2, of Section 21, Township 35 North, Range 6 East, W.M.,

EXCEPT that portion lying within the present bed of the Skagit River;

AND EXCEPT the following described tract;

Beginning at the Northwest corner of said Government Lot 2; thence East 1,100 feet;

Thence Southeasterly to a point which is 1,225.2 feet East of the Southwest corner of said Government Lot 2; Thence West to the Southwest corner of said Government Lot 2; thence North to the point of beginning.

Exhibit A

First Amendment to Mortgage (Skagit)  
Aquilini Red Mountain Vineyards  
Loan No. 6358381 and 6358373  
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Situated in Skagit County, Washington.

PARCEL "N":

Lots 1, 2, 4, 5, 6 and 37, "HEART O' THE SKAGIT RIVER TRACTS", as per plat recorded in Volume 9 of Plats, page 1, 2 and 3, records of Skagit County, Washington.

ALSO, an undivided 1/6 interest in Lot 33, "HEART O' THE SKAGIT RIVER TRACTS", as per plat recorded in Volume 9 of Plats, pages 1, 2 and 3, records of Skagit County, Washington.

Situated in Skagit County, Washington.

PARCEL "O"

That portion of the Northwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 22, Township 35 North, Range 6 East W.M., lying within the following description:

Beginning at a point 480 feet South of the quarter Section corner between Sections 15 and 22, in said Township and Range;

Thence East 1320 feet, more or less, to the East line thereof;

Thence South 840 feet, more or less, to the South line thereof;

Thence West 1320 feet, more or less, to the West line thereof;

Thence North 840 feet to point of beginning;

EXCEPT the West 30 feet conveyed to Skagit County for roads on April 1, 1909 under Auditor's File No. 78669 (known as Cockreham Island Road);

AND EXCEPT that portion conveyed to the State of Washington on July 23, 2002 under Auditor's File No. 200207230003.

Together with that portion of Government Lot 1 in Section 22, Township 35 North, Range 6 East W.M., lying Westerly of the mean high water mark on the Westerly bank of the Skagit River; EXCEPT that portion conveyed to the State of Washington on July 23, 2002 under Auditor's File No. 200207230003.

Situated in Skagit County, Washington.

PARCEL "P"

That portion of Government Lot 2 in Section 22, Township 35 North, Range 6 East W.M., lying Westerly of the mean high water mark on the Westerly bank of the Skagit River; EXCEPT that portion conveyed to the State of Washington on July 23, 2002 under Auditor's File No. 200207230003.

Situated in Skagit County, Washington.

PARCEL "Q":

Government Lot 3 in Section 22, Township 35 North, Range 6 East W.M.; EXCEPT that portion conveyed to Skagit County on April 1, 1909 under Auditor's File No. 78669 (known as Cockreham Island Road).

Exhibit A

First Amendment to Mortgage (Skagit)  
Aquilini Red Mountain Vineyards  
Loan No. 6358381 and 6358373  
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Situated in Skagit County, Washington.

PARCEL "R":

That portion of the Northwest 1/4 of the Southeast 1/4 or Government Lot 8, if any, in Section 22, Township 35 North, Range 6 East W.M., lying Northerly of the Skagit River as of the date of the deed recorded on May 6, 2002 under Auditor's File No. 200205060040.

Situated in Skagit County, Washington.

PARCEL "S":

All of the property lying in Section 22, Township 35 North, Range 6 East W.M. acquired by changing course of the Skagit River as described in the Order Quietening Title filed in Snell v. State of Washington Department of Natural Resources, Skagit County Cause No. 01-2-01226-9, filed on March 7, 2002, less any property described as Parcels "O", "P", "Q" and "R" above; EXCEPT that portion conveyed to the State of Washington on July 23, 2002 under Auditor's File No. 200207230003.

Situated in Skagit County, Washington.

PARCEL "T":

The North Half of Lot 1, Section 21, Township 35 North, Range 6 East of the Willamette Meridian, lying West of Cockreham Road;

EXCEPT the South 430 feet thereof;

AND EXCEPT that portion if any, lying within the County road known as Cockreham Road.

Situated in Skagit County, Washington.

PARCEL "U":

The South 430 feet of the North Half of Government Lot 2, Section 21, Township 35 North, Range 6 East, W.M.  
Situated in Skagit County, Washington.

PARCEL "V":

That portion of the South 183 feet of the Southeast Quarter of the Northwest Quarter, Section 16, Township 35 North, Range 6 East, W.M., lying East of Etach Creek and West of the County Road.

TOGETHER WITH that portion of Government Lot 1 of said Section 16, lying East of Etach Creek and West of the County Road.

AND TOGETHER WITH Government Lots 3, 4 and 5, Section 16, Township 35 North, Range 6 East, W.M.

AND TOGETHER WITH that portion of the Northwest Quarter of the Southeast Quarter of said Section 16, lying West of the County Road.

AND TOGETHER WITH shorelands of the second class lying in front of, adjacent to, or abutting upon Government Lot 1 of said Section 16.

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AND TOGETHER WITH shorelands of the second class lying in front of, adjacent to, or abutting upon Government Lot 3 of said Section 16.

AND TOGETHER WITH shorelands of the second class lying in front of, adjacent to, or abutting upon Government Lot 4 of said Section 16.

AND TOGETHER WITH shorelands of the second class lying in front of, adjacent to, or abutting upon Government Lot 5 of said Section 16.

EXCEPT from all of the above those portions lying South of the following described line:

Beginning at the South Quarter corner of said Section 16;

Thence North 01 degrees 05'34" East along the North-South centerline of said Section 16, a distance of 1,325.95 feet;

Thence South 88 degrees 44'50" East to the West line of the Cockreham Island Road and the initial point of this line description;

Thence North 88 degrees 44'50" West to the West line of the above described property and terminal point of this line description.

Situated in Skagit County, Washington.

PARCEL "W":

The Southeast Quarter of the Northwest Quarter of Section 15, Township 35 North, Range 6 East of the Willamette Meridian;

EXCEPT Great Northern Railway right of way and Cockreham Island Road;

Situated in Skagit County, Washington

PARCEL "X":

The Southwest Quarter of the Northwest Quarter of Section 15, Township 35 North, Range 6 East of the Willamette Meridian;

EXCEPT the following described parcels:

That portion thereof, if any, lying within the Great Northern Railway right of way.

Those portions thereof conveyed to Puget Sound and Baker River Railroad Corporation by deeds recorded February 19, 1907, under Auditor's File No. 60882 and 60884, records of Skagit County, Washington.

Situated in Skagit County, Washington

PARCEL "Y":

All that portion of the Northwest Quarter of the Southeast Quarter of Section 16, Township 35 North, Range 6 East, W.M., lying and being North of Etach or Minkler Creek.

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ALSO, that portion of the Northeast Quarter of the Southeast Quarter of Section 16, Township 35 North, Range 6 East, W.M., lying and being North of Etach Creek,

EXCEPT the following described tract conveyed to Fred C. Hunger and Linda M. Hunger, husband and wife, by Deed dated March 27, 1990, and recorded under Auditor's File No. 9003270024;

Beginning at the Northeast corner of the Northeast Quarter of the Southeast Quarter of said Section 16;

Thence West 388 feet;

Thence South 148 feet;

Thence East 388 feet to the East line of said Section;

Thence North along said line 148 feet to the point of beginning.

EXCEPT from all of the above described property that portion conveyed to Skagit County for road purposes by Deed recorded January 8, 1897, in Volume 31 of Deeds, page 695, under Auditor's File No. 25605;

Situated in Skagit County, Washington.

PARCEL "Z":

That portion of the Southeast Quarter of the Northeast Quarter of Section 16, Township 35 North, Range 6 East, W.M.

EXCEPT those portions conveyed to the Seattle and Northern Railway Company by Deeds recorded May 3, 1890, in Volume 10 of Deeds, page 565, and recorded January 5, 1900, in Volume 40 of Deeds, page 219;

ALSO EXCEPT that 1 acre parcel transferred to Fred Hunger and Linda Hunger, husband and wife, by Deed dated May 4, 1989, and recorded under Auditor's File No. 8905150017;

AND ALSO EXCEPT that portion of the Southeast Quarter of the Northeast Quarter of Section 16, Township 35 North, Range 6 East, W.M., described as follows:

Beginning at the Southeast corner of said Southeast Quarter of the Northeast Quarter of Section 16;

Thence North 1 degree 09'39" East along the East line of said Section, a distance of 118.00 feet to the Northeast corner of that 1 acre parcel transferred to Fred Hunger and Linda Hunger, husband and wife, by deed dated May 4, 1989, and recorded under Auditor's File No. 8905150017, and which point is the TRUE POINT OF BEGINNING of this property description;

Thence continuing North 1 degree 09'39" East along the East line of said Section, a distance of 1141.71 feet, more or less, to a point at the intersection of the Southerly line of that railroad right-of-way as conveyed to the Seattle and Northern Railway Company by Deeds recorded May 3, 1890, in Volume of Deeds, page 565, and recorded January 5, 1900 in Volume 40 of Deeds, page 219;

Thence North 89 degrees 11'17" West, along the Southerly line of said Seattle and Northern Railway Company right-of-way, a distance of 600.64 feet, more or less, to a point 600 feet West, when measured at right angles to, the East line of said Southeast Quarter of the Northeast Quarter of Section 16;

Thence South 9 degrees 09'36" East, a distance of 1183.49 feet, more or less, to the Northwest corner of said 1 acre parcel transferred to Fred Hunger and Linda Hunger by Auditor's File No. 8905150017;

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Aquilini Red Mountain Vineyards  
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Thence South 88 degrees 04'42" East, parallel to the South line of said Southeast Quarter of the Northeast Quarter of Section 16, along the North line of said Hunger parcel, a distance of 388.00 feet to the True Point of Beginning.

EXCEPT from the above described property, that portion conveyed to Skagit County for road purposes by Deed recorded January 8, 1897, in Volume 31 of Deeds, page 695, under Auditor's File No. 25605.

Situated in Skagit County, Washington.

PARCEL "AA":

Government Lot 2 of Section 16, Township 35 North, Range 6 East of the Willamette Meridian;

EXCEPT that portion thereof lying within the present beds and shores of the Skagit River.

Situated in Skagit County, Washington.

PARCEL "BB":

That portion of the Southwest Quarter of the Northeast Quarter of Section 16, Township 35 North, Range 6 East of the Willamette Meridian, lying West of Etach Creek, East of the County Road and South of the following described line:

Beginning at a point on the West line of the Southwest Quarter of the Northeast Quarter of said Section 16 which lies 485 feet North of the Southwest corner thereof;

Thence East, parallel with the South line of the Southwest Quarter of the Northeast Quarter of said Section 16 to Etach Creek and the terminus of this line description;

TOGETHER WITH those portions of Government Lot 1 and of the Northwest Quarter of the Southeast Quarter of said Section 16, lying East of the county road;

EXCEPT the East 363 feet of the Northwest Quarter of the Southeast Quarter of said Section 16;

AND EXCEPT the South 16 feet of the West Half of the East Half of the Northwest Quarter of the Southeast Quarter of said Section 16.

Situated in Skagit County, Washington

PARCEL "CC":

That part of the Northeast Quarter of the Northeast Quarter, lying Southwest of the County Road and the South Half of Government Lot 1, all in Section 21, Township 35 North, Range 6 East of the Willamette Meridian;

EXCEPT county road right of way.

Situated in Skagit County, Washington

PARCEL "DD":

That portion of Government Lot 4, Section 21, Township 35 North, Range 6 East of the Willamette Meridian, lying North of the Skagit River, as said river existed on May 29, 1981.

Situated in Skagit County, Washington

Exhibit A

First Amendment to Mortgage (Skagit)  
Aquilini Red Mountain Vineyards  
Loan No. 6358381 and 6358373  
127156645.2 0070151-00018

**PARCEL "EE":**

The East Half of the Southwest Quarter of the Southwest Quarter, EXCEPT the South 15 feet; the Southeast Quarter of the Southwest Quarter, EXCEPT the South 15 feet and the East 30 feet thereof; the Northeast Quarter of the Southwest Quarter, EXCEPT road; and the Northwest Quarter of the Southwest Quarter all in Section 15, Township 35 North, Range 6 East of the Willamette Meridian.

Situated in Skagit County, Washington

**PARCEL "FF":**

That portion of the Southwest Quarter of the Southeast Quarter, Section 15 and of the North 480 feet of the Northwest Quarter of the Northeast Quarter, Section 22, all in Township 35 North, Range 6 East of the Willamette Meridian, lying Westerly of the Westerly bank of the Skagit River;

EXCEPT the West 30 feet for road as conveyed to Skagit County by deed recorded April 1, 1910, under Auditor's File No. 78669, records of Skagit County, Washington, in Volume 65, Page 297, records of Skagit County, Washington.

Situated in Skagit County, Washington.

Exhibit A

First Amendment to Mortgage (Skagit)  
Aquilini Red Mountain Vineyards  
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