Filed for record at the request of and when recorded return to:

Virginia M. Pedreira Stoel Rives LLP 600 University Street Suite 3600 Seattle, WA 98101

SPACE ABOVE LINE FOR RECORDER 'S USE

Modification

DOCUMENT TITLE DEED OF TRUST AND ASSIGNMENT MODIFICATION

AGREEMENT (2021 MODIFICATION)

**GRANTOR:** 

GREEN CROW CORPORATION,

a Washington corporation

**GRANTEE:** 

METROPOLITAN LIFE INSURANCE COMPANY,

a New York corporation

SHORT LEGAL

Ptn. SW, 28-35-6E, W.M.; Ptn 20 and 21-35-7E, W.M.; Ptn. G.L.

5 and NE, 33-35-9; Ptn. NW and G.L. 4, 34-35-9E, W.M.

Full Legal Description shown in recorded Deed of Trust 200806250085

REFERENCE NOS. OF RELATED DOCUMENTS SKAGIT COUNTY:

200806250085; 200806250086; 201405140045; 201606230035

## TAX PARCELS NUMBERS:

P44990 / 350934-2-001-0005

P44936 / 350933-1-006-0005

P44941 / 350933-1-001-0008

P43052 / 350720-1-004-0012

P43099 / 350721-2-002-0019

P41969 / 350628-3-005-0000

## <u>DEED OF TRUST AND ASSIGNMENT MODIFICATION AGREEMENT</u> (2021 MODIFICATION)

THIS DEED OF TRUST AND ASSIGNMENT MODIFICATION AGREEMENT ("Agreement") is entered into effectively as of May 21, 2021, by GREEN CROW CORPORATION, a Washington corporation ("Grantor"), and METROPOLITAN LIFE INSURANCE COMPANY, a New York corporation ("Beneficiary") in order to amend the following documents:

(1) Deed of Trust, Security Agreement, Assignment of Leases and Rents, Fixture Filing and Financing Statement, dated as of June 19, 2008, recorded in the following counties in the State of Washington, as previously modified (including all amendments and modifications thereto, the "Deed of Trust"):

County	Deed of Trust	Deed of Trust Modification
	Recording Nos.	Recording Nos.
Clallam County	2008-1223031;	2008-1230138;
	2008-1223715;	2012-1280445;
	2008-1223032;	2014-1308073;
	2008-1223716	2016-1336064
Grays Harbor County	2008-06250046;	2008-12170027;
	2008-06250047	2008-12170031;
		2011-04270042;
		2013-08280034;
		2013-11130033;
		2014-05140041;
		2016-06230048
Jefferson County	535159; 535160	583723; 600328
King County	20080625000978	20080630002685;
	20080625000979	20140514001071;
		20160623000800
Lewis County	3308786, 3308787,	3414663; 3449453
-	3308788; 3308789	
Mason County	1922979;	2024599; 2058082
•	1922980	
Pacific County	3113040, 3113041,	3115190; 3115191; 3115192;
•	3113042, 3113043,	3115193; 3115194; 3116817;
	3113044; 3113045	3116818; 3116819; 3116820;
	,	3116821; 3140727; 3152235;
		3152234; 3166438
Skagit County	200806250085;	201405140045;
- ·	200806250086	201606230035

Whatcom	2080603722; 2080603723	2140501268 2016-0603007
Wahkiakum County	2014133; 2014134	2020674; 2022886

(2) Assignment of Leases, Contracts, Rents and Proceeds dated as of June 19, 2008, recorded in the following counties in the State of Washington, as previously modified (including all amendments and modifications thereto (the "Assignment"):

County	Assignment Recording Nos.	Assignment Modification Recording Nos.
Clallam County	2008-1223032; 2008-1223716	2012-1280045; 2014- 1308073; 2016-1336064
Grays Harbor County	2008-06250047	2016-06230048; 2014-05140041
Jefferson County	535160	583723; 600328
King County	20080625000979	20140514001071; 20160623000800
Lewis County	3308789	3414663;3449453
Mason County	1922980	2024599; 2058082
Pacific County	3113045	3152234; 3152235; 3166438
Skagit County	200806250086	201405140045; 201606230035
Whatcom	2080603723	214501268;2016-0603007
Wahkiakum County	2014134	2020674; 2022886

Together, the Deed of Trust and the Assignment comprise the "Existing Security Instruments."

Capitalized terms used but not defined in this Agreement have the same meanings those terms have when used in the Deed of Trust.

This Agreement is being executed pursuant to the Second Amended and Restated Loan Agreement of even date herewith between Grantor and Beneficiary (and as amended, restated or supplemented from time to time, the "Loan Agreement"). Pursuant to the Loan Agreement, Beneficiary is making, restructuring and increasing the Loan to Grantor as evidenced by (i) a Term Promissory Note of even date herewith in the original principal amount of \$16,000,000.00 (the "2021 Term Note"); and (ii) a Revolving Promissory Note of even date herewith in the maximum principal amount of up to \$6,500,000.00 (the "2021 Revolving Note") (as the same may hereafter be amended, extended, renewed or consolidated, together with any and all notes that may hereafter be given in substitution therefor, being referred to collectively as the "2021 Notes"). The 2021 Notes refinance and restructure the existing Notes secured by the Existing Security Instruments other than the 2016 Term Note in the original principal amount of \$5,000,000.00 which remains outstanding (which shall be referred to collectively with the 2021 Notes as the "Note" or the "Notes"). The aggregate maximum principal amount of the Loan evidenced by the Notes is

TWENTY-SEVEN MILLION FIVE HUNDRED THOUSAND AND 00/100 US DOLLARS (\$27,500,000.00) which bears interest as set forth in the Notes and all successive extensions and renewals of the Obligations represented thereby.

In addition to the Obligations defined in the Deed of Trust, including without limitation the 2016 Term Note, the Existing Security Instruments shall also secure the indebtedness evidenced by and Grantor's obligations under the Loan Agreement, the 2021 Term Note, the 2021 Revolving Note and the other Loan Documents (except to the extent any Loan Document expressly states that it is to be unsecured). Accordingly, Grantor hereby irrevocably grants, assigns, transfers and conveys to Chicago Title Insurance Company as Trustee, IN TRUST WITH THE POWER OF SALE for the benefit of Beneficiary, and to its successors and assigns forever under the terms and conditions of the Deed of Trust, all of Grantor's existing and after acquired interests in the Mortgaged Property to secure the repayment of the Notes, and the performance of Grantor's obligations under the Notes, the Loan Agreement, the Deed of Trust and the other Loan Documents (except to the extent any Loan Document expressly states that it is to be unsecured). This Agreement is made to secure and shall secure the prompt payment and performance of the Notes and the other Obligations set forth in Section 1.1 of the Deed of Trust. This Agreement and the transactions described herein are not intended and shall not be construed to impair the validity, priority or enforceability of the Existing Security Instruments and are not intended and shall not be construed as a novation of any of the Secured Obligations nor to release or change the liability of any person who may be primarily or secondarily liable for the Secured Obligations. Grantor hereby affirms and ratifies each and every provision of the Existing Security Instruments as amended by this Agreement and hereby affirms and ratifies each of the Loan Documents.

All references in the Existing Security Instruments to the "Loan Agreement" shall hereafter mean the Loan Agreement as defined above, and all references to the "Notes" or the "Obligations" shall include the Notes as defined above. This Agreement may be signed in counterparts, all of which together shall constitute one and the same original.

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

[Signature page to follow]



## 202105270191 05/27/2021 02:50 PM Page 5 of 6

IN WITNESS WHEREOF, Grantor has signed this Agreement as of the date first written above.

"Grantor"

GREEN CROW CORPORATION, a Washington corporation

By:

John T. Crow President and CEO

PAZIGH (COUNTY OF CADDO )

This record was acknowledged before me on \_\_\_\_\_\_, 2021 by JOHN T. CROW as President and CEO of GREEN CROW CORPORATION, a Washington corporation.

Notary Signature:

Print Name:

Notary Public for the State of

My Commission Expires: \_\_

BONNIE S. BRYANT Notary Public Caddo Parish, L

My Commission Biories Miles Life

4

(Seal)

IN WITNESS WHEREOF, Beneficiary has signed this Agreement as of the date first written above.

"Beneficiary"

METROPOLITAN LIFE INSURANCE COMPANY, a New York corporation

By: MetLife Investment Management, LLC,

its investment manager

Name: Kevin . Harshberger

Its Authorized Signatory and Director

STATE OF KANSAS

) ss.

COUNTY OF JOHNSON

Before me, the undersigned Notary Public in and for the State and County aforesaid, personally appeared Kevin J. Harshberger, with whom I am personally acquainted, and who, acknowledged himself to be an Authorized Signatory and Director of MetLife Investment Management LLC, a Delaware limited liability company, the investment manager of Metropolitan Life Insurance Company, a New York corporation, and that he, on behalf of such limited liability company as investment manager of such corporation, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of MetLife Investment Management LLC the investment manager of Metropolitan Life Insurance Company, a New York corporation, by himself as an Authorized Signatory and Director of such limited liability company as investment manager of such corporation.

Witness my hand and seal at office this 25th day of May, 2021.

Print Name: Jennifer Bush

Notary Public

My commission expires: February 15, 2025

[Seal]

JENNIFER BUSH
Notary Public - State of Kansas
My Appointment Expires