

After Recording Mail To:

U.S. Bank National Association
101 S. Capitol Blvd., Suite 1400
Boise, ID 83702
Attention: Tay Hornstein

This instrument filed for record by
Fidelity National Title as an accommodation
only. It has not been examined as to its
execution or as to its effect upon the title.

Document Title(s) (or transactions contained therein): 1. Third Amendment to Deed of Trust 2. 3.
Reference Number(s) of Documents amended: (on page ___ of documents(s)) 201310100068
Grantor(s) (Last name first, then first name and initials): 1. COASTAL FARM REAL ESTATE, INC., an Oregon corporation 2. <input type="checkbox"/> Additional names on page ___ of document.
Grantee(s) (Last name first, then first name and initials): 1. U.S. BANK NATIONAL ASSOCIATION (Beneficiary) 2. U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION (Trustee) 3. <input type="checkbox"/> Additional names on page ___ of document.
Legal description (abbreviated: i.e. lot, block, plat or section, township, range) PTN NE, 18-34-04 <input type="checkbox"/> Full legal is on Exhibit A
Assessor's Property Tax Parcel/Account Number 8005-000-003-0002/P107489, 8005-000-003-0100/P107490, 8005-000-003-0201/P107491

THIRD AMENDMENT TO DEED OF TRUST

This Third Amendment to Deed of Trust (this "Amendment"), dated as of November 8, 2022, is made with respect to that certain Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing made on or about October 10, 2013, and recorded October 10, 2013, under Skagit County Recording No. 201310100068 (as amended from time to time, the "Deed of Trust"), granted by COASTAL FARM REAL ESTATE, INC., an Oregon corporation, as Grantor, with an address of 13616 California Street, Suite 300, Omaha, Nebraska 68154-5336, for the benefit of U.S. BANK NATIONAL ASSOCIATION, as Beneficiary. As used herein, capitalized terms shall have the meanings given to them in the Deed of Trust, except as otherwise defined herein, or as the context otherwise requires.

AGREEMENT

IT IS HEREBY AGREED AS FOLLOWS:

1. The Deed of Trust is hereby amended to reflect that the Credit Agreement has been amended by that certain Sixth Amendment to Credit Agreement of even date herewith between Grantor and Beneficiary, whereby among other things, Beneficiary extended the maturity date of the Secured Obligations.

2. Paragraph (6) of the section titled "TO SECURE THE FOLLOWING ("Secured Obligations")" is hereby amended and replaced with "Reserved."

3. Paragraph (8) of the definition of the term "Secured Obligations" as set forth in the Deed of Trust is hereby deleted in its entirety and replaced with the following:

(8) All indebtedness, obligations, covenants and agreements of Grantor and/or Borrower under any agreement between Grantor and/or Borrower and Beneficiary, whether or not in writing, relating to any transaction that is a rate swap, basis swap, forward rate transaction, commodity swap, commodity option, equity or equity index swap or option, bond, note or bill option, interest rate option, cap, collar or floor transaction, swap option, or any other, similar transaction (including any option to enter into any of the foregoing) or any combination of the foregoing, and unless the context otherwise clearly requires, any master agreement relating to or governing any or all of the foregoing.

4. The paragraph defining "obligations" is hereby amended in its entirety to read as follows:

As used in the definition of "Secured Obligations", the term "obligations" is used in its most comprehensive sense and includes any and all advances, debts,

obligations and liabilities described in items (1) through (8) above, whether heretofore, now or hereafter made, incurred or created, whether voluntary or involuntary and however arising, whether due or not due, absolute or contingent, liquidated or unliquidated, determined or undetermined, joint or several, including without limitation, all principal, interest, charges, including prepayment charges and late charges, and loan fees at any time accruing or assessed on any Secured Obligation.

5. Except as provided herein, the Deed of Trust remains unmodified and the parties ratify and confirm all terms, covenants and provisions thereof.

6. This Amendment may be executed in one or more counterparts, each of which shall constitute an original agreement, but all of which together shall constitute one and the same agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor and Beneficiary have executed this Amendment as of the date first above written.

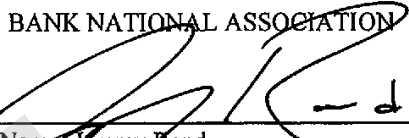
“Grantor”

COASTAL FARM REAL ESTATE, INC.,
an Oregon corporation

By: 
Bruce G. Wheeler, President

“Beneficiary”

U.S. BANK NATIONAL ASSOCIATION

By: 
Name: Jeremy Kand
Title: Vice President

IN WITNESS WHEREOF, Grantor and Beneficiary have executed this Amendment as of the date first above written.

“Grantor”

COASTAL FARM REAL ESTATE, INC.,
an Oregon corporation

By: 
Bruce G. Wheeler, President

“Beneficiary”


U.S. BANK NATIONAL ASSOCIATION

By: _____
Name: Jeremy Rand
Title: Vice President

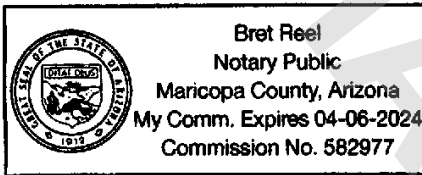
STATE OF ~~OREGON~~ ^{ARIZONA})
) ss.
COUNTY OF ~~MARICOPA~~ ^{MARICOPA})

I certify that I know or have satisfactory evidence that Bruce G. Wheeler is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the President of COASTAL FARM REAL ESTATE, INC., an Oregon corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: NOVEMBER 29, 2022.


(Signature of Notary)

BRET REEL
(Print or stamp name of Notary)



NOTARY PUBLIC in and for the State of ARIZONA, residing at: SCOTTSDALE AZ.
My appointment expires: 4/6/2024.

STATE OF OREGON)
Marion) ss.
COUNTY OF MULTNOMAH)

I certify that I know or have satisfactory evidence that Jeremy Rand is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the Vice President of U.S. Bank National Association, a national banking association, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: November 30, 2022.



Michelle S. Sprauer
(Signature of Notary)
Michelle S. Sprauer
(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of
Oregon, residing at: Salem.
My appointment expires: 09/12/2024