

Return Address:

NWFCS-Spokane
1515 S. Technology Blvd., Ste. B
Spokane, WA 99224

Document 1 Title: Modification of Mortgage Ref. #2011179703	
Grantors: S.D.S. Co., L.L.C.	Grantees: Northwest Farm Credit Services, FLCA
Document 2 Title: Modification of Financing Statement	
Grantors: S.D.S. Co., L.L.C.	Grantees: Northwest Farm Credit Services, FLCA
Document 3 Title: Modification of Fixture Filing	
Grantors: S.D.S. Co., L.L.C.	Grantees: Northwest Farm Credit Services, FLCA

Legal description (abbreviated form, i.e. lot, block, plat or S, T, R quarter/quarter):
Ptn. of Sec. 11, T3N, R6 EWM; Ptns. of Secs. 19, 20, 21, 22, 24, 26, 27, 34 and 35, T3N, R7
EWM, Skamania County, Washington.

Additional legal is on pages 6-7

Assessor's Property Tax Parcel/Account Numbers:

03-06-00-0-0-0700-00; 03-07-00-0-0-1701-00; 03-07-00-0-0-2100-00; 03-07-00-0-0-2200-00; 03-07-24-0-0-0500-00; 03-07-26-0-0-0200-00; 03-07-26-0-0-0300-00; 03-07-00-0-0-2500-00; 03-07-26-0-0-0201-00; 03-07-26-0-0-0800-00; 03-07-35-0-0-0200-00; 03-07-35-0-0-0200-06; 03-07-35-0-0-0600-00; 03-07-00-0-0-4801-00.

Modification of Mortgage, Financing Statement and Fixture Filing
(S.D.S. Co., L.L.C./Note Nos. 6101638 and 6218507)

**MODIFICATION OF MORTGAGE, FINANCING STATEMENT
AND FIXTURE FILING**

This Modification of Mortgage, Financing Statement and Fixture Filing (this "Modification"), dated as of September 3, 2014, is made by and between **S.D.S. CO., L.L.C.**, a Washington limited liability company ("Mortgagor"), whose address is P.O. Box 266, Bingen, WA 98605, and **NORTHWEST FARM CREDIT SERVICES, FLCA**, a corporation organized and existing under the laws of the United States ("Mortgagee"), whose address is 1700 South Assembly Street, Spokane, WA 99224-2121, P. O. Box 2515, Spokane, WA 99220-2515.

WHEREAS, on December 16, 2011, a Mortgage, Financing Statement and Fixture Filing was executed in favor of Mortgagee, which was recorded on December 20, 2011, as Instrument No(s). 2011179703 in the Official Records of Skamania County, Washington (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 Thirty Million and No/100 Dollars (\$30,000,000.00) (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:

Note No.	Date of Note	Principal Amount	Final Installment Date
6101638	December 16, 2011	\$15,000,000.00	July 31, 2031
Note No.	Date of Note	Principal Amount	Final Installment Date
6218507	September 3, 2014	\$30,000,000.00	January 1, 2022

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.

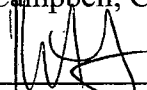
2.4 Counterparts. This Modification may be executed in any number of counterparts, each of which, when executed, shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument.

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:
S.D.S. CO., L.L.C.**

By: 
Leslie S. Campbell, Co-President

By: 
Katherine F. Stevenson, Co-President

**MORTGAGEE:
NORTHWEST FARM CREDIT SERVICES, FLCA**

By GGF
Authorized Agent

STATE OF _____)
)ss.
County of _____)

On this ____ day of _____, 2014, before me personally appeared Leslie S. Campbell, known to me to be a co-president of S.D.S. Co., L.L.C., the limited liability company which executed the within instrument, and acknowledged that he executed the same as such co-president and in the limited liability company's name freely and voluntarily.

Notary Public for the State of _____
Residing at _____
My commission expires _____
Printed Name _____

STATE OF _____)
)ss.
County of _____)

On this ____ day of _____, 2014, before me personally appeared Katherine F. Stevenson, known to me to be a co-president of S.D.S. Co., L.L.C., the limited liability company which executed the within instrument, and acknowledged that she executed the same as such co-president and in the limited liability company's name freely and voluntarily.

Notary Public for the State of _____
Residing at _____
My commission expires _____
Printed Name _____

**MORTGAGEE:
NORTHWEST FARM CREDIT SERVICES, FLCA**

By _____
Authorized Agent

STATE OF Washington)
)ss.
County of Klickitat)

On this 3rd day of September, 2014, before me personally appeared Leslie S. Campbell, known to me to be a co-president of S.D.S. Co., L.L.C., the limited liability company which executed the within instrument, and acknowledged that he executed the same as such co-president and in the limited liability company's name freely and voluntarily.

NOTARY PUBLIC
STATE OF WASHINGTON
KAREN M. MERTEN
MY COMMISSION EXPIRES
FEBRUARY 15, 2017

Karen M Merten
Notary Public for the State of Washington
Residing at Bingen, WA
My commission expires 02/15/2017
Printed Name Karen M. Merten

STATE OF Washington)
)ss.
County of Klickitat)

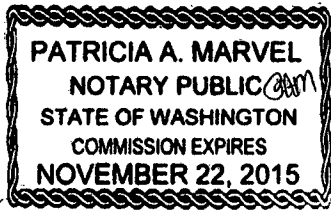
On this 3rd day of September, 2014, before me personally appeared Katherine F. Stevenson, known to me to be a co-president of S.D.S. Co., L.L.C., the limited liability company which executed the within instrument, and acknowledged that she executed the same as such co-president and in the limited liability company's name freely and voluntarily.

NOTARY PUBLIC
STATE OF WASHINGTON
KAREN M. MERTEN
MY COMMISSION EXPIRES
FEBRUARY 15, 2017

Karen M Merten
Notary Public for the State of Washington
Residing at Bingen, WA
My commission expires 02/15/2017
Printed Name Karen M. Merten

STATE OF Washington)
)ss.
County of Spokane)

On this 4th day of September, 2014, before me personally appeared Cary G. Fry, known to me to be an authorized agent of Northwest Farm Credit Services, FLCA, that executed the within instrument, and acknowledged to me that such corporation executed the same as its free act and deed; and on oath stated that he/she was authorized to executed said instrument.



Patricia A. Marvel
Notary Public for the State of Washington
Residing at 1111 1st St Spokane Washington
My commission expires 11/22/2015
Printed Name Patricia A. Marvel

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**EXHIBIT A
PROPERTY DESCRIPTION**

PARCEL 1

The Southeast Quarter of Section 11, Township 3 North, Range 6 East, of the Willamette Meridian, in the County of Skamania, State of Washington.

PARCEL 2

The Southeast Quarter of the Northwest Quarter, and the East Half Section 19, Township 3 North, Range 7 East, of the Willamette Meridian, in the County of Skamania, State of Washington.

PARCEL 3

The Southeast Quarter of Section 20; The North Half of the South Half; The Southwest Quarter of the Southwest Quarter and Government Lots 3 & 4 in Section 21, all in Township 3 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington.

PARCEL 4

The Southeast Quarter of Section 22; and the Northwest Quarter of the Northeast Quarter of Section 27, all in Township 3 North, Range 7 East, of the Willamette Meridian, in the County of Skamania, State of Washington.

PARCEL 5

The Northeast Quarter of the Southeast Quarter of Section 24, Township 3 North, Range 7 East, of the Willamette Meridian, in the County of Skamania, State of Washington.

PARCEL 6

The West Half of the Northwest Quarter of Section 26, Township 3 North, Range 7 East, of the Willamette Meridian, in the County of Skamania, State of Washington.

PARCEL 7

The South Half of the Southeast Quarter of the Northwest Quarter and the West Half of the Southwest Quarter of the Northeast Quarter of Section 26, Township 3 North, Range 7 East, of the Willamette Meridian, in the County of Skamania, State of Washington.

PARCEL 8

The Northeast Quarter of the Northeast Quarter; The South Half of the Northeast Quarter and the Southeast Quarter of Section 27, Township 3 North, Range 7 East, of the Willamette Meridian, in the County of Skamania, State of Washington.

PARCEL 9

The Northwest Quarter of the Southwest Quarter of Section 26, Township 3 North, Range 7 East, of the Willamette Meridian, in the County of Skamania, State of Washington.

PARCEL 10

The Southwest Quarter of the Southwest Quarter of Section 26, Township 3 North, Range 7 East, of the Willamette Meridian, in the County of Skamania, State of Washington.

PARCEL 11

The Northwest Quarter; The West 60 Rods of the West Half of the Northeast Quarter; The East Half of the Southwest Quarter and the West Half of the Southeast Quarter in Section 35, Township 3 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington.

Except all that portion in the West Half of the Southeast Quarter of said Section 35, lying Southeasterly of the Southeasterly line of the Deeded right of way conveyed to Bonneville Power Administration by instrument recorded in Book 27, Page 315.

Also except that portion conveyed to Bonneville Power Administration by instrument recorded in Book 27, Page 315.

PARCEL 12

The Southwest Quarter of the Southwest Quarter of Section 35, Township 3 North, Range 7 East, of the Willamette Meridian, in the County of Skamania, State of Washington.

Except that portion conveyed to Larry A. Birkenfeld et ux by Instrument recorded in Book 84, Page 30.

PARCEL 13

The Southeast Quarter of the Southeast Quarter of Section 34, Township 3 North, Range 7 East, of the Willamette Meridian, in the County of Skamania, State of Washington.

Assessor's Property Tax Parcel/Account Numbers:

03-06-00-0-0-0700-00; 03-07-00-0-0-1701-00; 03-07-00-0-0-2100-00; 03-07-00-0-0-2200-00; 03-07-24-0-0-0500-00; 03-07-26-0-0-0200-00; 03-07-26-0-0-0300-00; 03-07-00-0-0-2500-00; 03-07-26-0-0-0201-00; 03-07-26-0-0-0800-00; 03-07-35-0-0-0200-00; 03-07-35-0-0-0200-06; 03-07-35-0-0-0600-00; 03-07-00-0-0-4801-00.

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