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WHEN RECORDED MAIL TO:

Banner Bank
Spokane Loan Operations
110 S. Ferrall Street
Spokane, Washington 99202

CONSENT TO TRANSFER, MODIFICATION AND ASSUMPTION AGREEMENT
(Loan No. 72185759)

Grantor(s): Celilo Vineyard L.L.C., a Washington limited liability company
Underwood Properties L.L.C., a Washington limited liability company

Grantee: Banner Bank

Abbreviated
Legal Description: Ptn. Sec 21, T3N, R10E, W.M. (see Exhibit "A" for full legal)

Assessor's Property Tax Parcel or Account No.: 03-10-21-1-0-1100-00

THIS CONSENT TO TRANSFER, MODIFICATION AND ASSUMPTION AGREEMENT (WITHOUT RELEASE OF LIABILITY) (the "Agreement") is entered into effective as of the 30 day of December, 2022, by and among Banner Bank, whose address is Walla Walla Commercial Banking Center, 1 E. Alder Street, Walla Walla, Washington 99362 ("Lender"), Underwood Properties L.L.C., a Washington limited liability company, whose address is 1302 Puyallup St., Suite A, Sumner, Washington 98390 ("Current Borrower"), Celilo Vineyard L.L.C., a Washington limited liability company, whose address is 1302 Puyallup St., Suite A, Sumner, Washington 98390 ("New Borrower"), and Evergreen Capital Investments L.L.C., a Washington limited liability company, whose address is 1302 Puyallup St., Suite A, Sumner, Washington 98390 ("Guarantor"). Current Borrower, New Borrower, and Guarantor are individually referred to herein as "Loan Party" and collectively as "Loan Parties".

RECITALS

A. On or about September 15, 2016, for valuable consideration, Current Borrower executed and delivered to Lender a Promissory Note (the "Note") in the original principal amount of Two Hundred Forty-Nine Thousand Seven Hundred Fifty and 00/100 Dollars (\$249,750.00). On that same date, Current Borrower executed in favor of Lender a Business Loan Agreement, which was amended by that Amendment to Business Loan Agreement dated March 4, 2021.

B. On or about September 15, 2016, as security for the Note, Current Borrower, as "Grantor", executed in favor of Lender a Deed of Trust encumbering real property located in Skamania County, Washington, as legally described therein and as attached hereto (the "Property"), which Deed of Trust was recorded in Skamania County, Washington, on September 28, 2016, under recording no. 2016002010. On or about March 4, 2021, Guarantor executed in favor of Lender a Commercial Guaranty (the "Guaranty") whereby Guarantor unconditionally and absolutely guaranteed payment in full of the Note obligation. The Note, Business Loan Agreement, Amendment to Business Loan Agreement, Deed of Trust, Guaranty, and all other instruments, agreements, and documents executed in connection therewith are collectively referred to herein as the "Loan Documents".

C. The Loan Parties have requested the following: (i) Lender's consent to the transfer of the Property from Current Borrower to New Borrower; and (ii) the assumption of the Loan Documents (except the Guaranty) by New Borrower with a release of Current Borrower.

AGREEMENT

For valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. Representations and Warranties. The Loan Parties confirm and agree that: (a) the current outstanding principal balance under the Note as of December 16, 2022 is approximately \$206,410.87; (b) there are no defenses or claims of setoffs with respect to any such sums or other amounts owing under the Loan Documents; (c) the persons executing this Agreement on behalf of each Loan Party are duly authorized to execute and deliver this Agreement; (d) the Loan Documents are in full force and effect and the transactions contemplated therein constitute valid and binding obligations enforceable by Lender in accordance with their terms, and have not been modified either orally or in writing, except as set forth herein; and (e) Lender has not waived any requirements of the Loan Documents, nor any of Lender's rights thereunder.

2. Modification of Financial Covenants. The financial covenants set forth in Section B of Exhibit A to the Amendment to Business Loan Agreement are amended and restated as follows:

Minimum Liquidity. Evergreen Capital Investments, LLC ("Guarantor") must maintain at all times minimum liquidity equal to or in excess of Thirteen Million and 00/100 Dollars (\$13,000,000.00). The term "liquidity" means Guarantor's unrestricted cash and marketable securities, in each case as of such date of determination. This liquidity requirement shall be tested quarterly beginning with the quarter ending December 31, 2022.

Debt to Tangible Net Worth Ratio. Guarantor must at all times maintain a Debt to Tangible Net Worth Ratio not in excess of 3.00 to 1.00. The term "Debt

to Tangible Net Worth Ratio" means, as of any date of determination, Guarantor's gross debt divided by Guarantor's gross Tangible Net Worth as of such date of determination. The term "Tangible Net Worth" means, as of any date of determination, the total assets of Guarantor, excluding intangible assets (i.e., goodwill, trademarks, patents, copyrights, organizational expenses, and similar intangible items, but including leaseholds and leasehold improvements), less total liabilities of Guarantor. Tangible Net Worth shall be calculated based on Guarantor's interest only, excluding non-controlling interests. This covenant shall be tested quarterly beginning with the quarter ending December 31, 2022.

Minimum Tangible Net Worth. Guarantor must maintain Tangible Net Worth of equal to or in excess of One Hundred Million and 00/100 Dollars (\$100,000,000.00). The term "Tangible Net Worth" means, as of any date of determination, the total assets of Guarantor, excluding intangible assets (i.e., goodwill, trademarks, patents, copyrights, organizational expenses, and similar intangible items, but including leaseholds and leasehold improvements), less total liabilities of Guarantor. Tangible Net Worth shall be calculated based on Guarantor's interest only, excluding non-controlling interests. This Minimum Tangible Net Worth shall be tested quarterly beginning with the quarter ending December 31, 2022.

3. Consent to Transfer. Subject to the satisfaction of the conditions precedent set forth in Section 7 below as determined by Lender in Lender's sole discretion, Lender hereby consents to the transfer of the Property from Current Borrower to New Borrower.

4. Assumption; Continuing Liability of Guarantor. New Borrower hereby expressly accepts, assumes, and agrees to pay the indebtedness evidenced by the Note and secured by the Deed of Trust, and to comply with all terms and obligations in the Loan Documents as if it were the original signer thereof. All references to "Borrower" or "Grantor" in the Loan Documents shall hereafter be deemed to refer collectively to Current Borrower and New Borrower. New Borrower hereby grants Lender a security interest in all of the personal property and the rents as defined in the Deed of Trust. Guarantor agrees that Guarantor shall continue to be fully liable under its Guaranty.

5. Release of Current Borrower. In consideration of its waiver and release in Section 9 below, Current Borrower shall be released from its obligations under the Loan Documents.

6. Agreements Enforceable.

a. Each Loan Party hereby agrees that the representations and warranties in each of the Loan Documents are true and correct as of the date hereof, and acknowledges that except as amended previously or herein, each Loan Document is and shall remain valid and enforceable in accordance with its terms.

b. Each Loan Party agrees that such party has no claims, defenses, setoffs, counterclaims, or claims for recoupment against Lender or the indebtedness and obligations represented by the Note and other Loan Documents.

7. Conditions Precedent. Lender's agreements contained herein shall become effective upon full satisfaction of the following conditions precedent as determined by Lender in its sole discretion:

a. Lender shall have received fully executed originals of this Agreement, and a Limited Liability Company Resolution to Borrow and Grant Security from New Borrower, all in form acceptable to Lender;

b. There is no Event of Default existing under any of the Loan Documents;

c. New Borrower shall have fee simple title to the Property, subject to no liens or encumbrances except those accepted by Lender in writing or shown as exceptions on Lender's current policy of title insurance;

d. Lender shall have a perfected first priority Deed of Trust lien encumbering the Property;

e. Lender shall receive, at New Borrower's expense, such title policy endorsements as it may require in connection with the transfer of title and assumption of debt; and

f. Each Loan Party shall satisfy such requirements, provide such information and execute, and deliver such documents as Lender may require, in form and substance satisfactory to Lender (including, without limitation, such subordination agreements as Lender may require, in form and substance satisfactory to Lender, from any other person or entity).

8. Reaffirmation of Obligations. The Loan Parties reaffirm the representations and warranties in the Loan Documents, and agree that the Loan Documents are and shall remain valid and enforceable in accordance with their terms.

9. No Defenses; Waiver; Release. The Loan Parties, collectively and individually, hereby acknowledge, represent, and agree that the Loan Parties have no defenses, setoffs, recoupments or counterclaims against Lender or against any Loan Party's liabilities and indebtedness to Lender. To the extent any Loan Party may have any such defenses, setoffs, recoupments or counterclaims, such Loan Party hereby forever waives, releases and relinquishes the same. This comprehensive general release is intended to be, and is, a full, complete and general release in favor of Lender and Lender's subsidiaries and affiliates, and their officers, directors, employees, and agents with respect to all claims, rights, demands, actions and causes of action, liabilities, damages, losses, obligations, matters and issues of any kind or nature whatsoever that any Loan Party has or may have as of the date hereof and whether known or unknown, liquidated or unliquidated, matured or unmatured, accrued or unaccrued, contingent or noncontingent, suspected or unsuspected, disclosed or undisclosed, that arise out of, are founded upon, or relate in any way to the Loan, Note, or other instruments or loan documents or the lending relationship between the Loan Parties and Lender, whether at law or in equity, and whether sounding in tort, contract, quasi-contract or otherwise, including, but not limited to, breach of contract, breach of fiduciary duty, negligence, lender liability, misrepresentation, or any other theory, cause of action, occurrence, transaction, matter or thing which might give rise to liability upon Lender. This comprehensive general release extends to claims the Loan Parties do not know or suspect to exist at the time of the release, which, if known, might have affected their respective decisions regarding the release contained in this Agreement. Loan Parties acknowledge that Loan Parties may discover facts in addition to or different from those that Loan Parties know or believe to be true with respect to the subject matter of this release, but that it is the Loan Parties' intention to fully, finally and forever settle and release any and all claims and potential claims as set forth herein.

10. Authorization. Each Loan Party represents and warrants to Lender that its execution, delivery and performance of this Agreement and the other Loan Documents and all documents to be executed, delivered, or performed by it have been duly authorized by all necessary entity action, do not require the approval of any governmental agency or other person or entity, do not contravene any law, regulation, rule, order, or restriction binding on it or its articles of organization or other organizational documents, and do not contravene the provisions of or constitute a default under any agreement or instrument to which it is a party or by which it may be bound or affected.

11. Costs and Expenses. New Borrower will pay to Lender all costs and expenses, including attorney's fees, incurred by Lender in enforcing any provision of this Agreement or any of the Loan Documents. In the event any action is brought to enforce the terms of this Agreement or of any of the Loan Documents, the prevailing party shall be entitled to recover from the other party such sums as the court may determine reasonable as attorney's fees, including such fees in any appellate proceeding, proceeding under the bankruptcy code or receivership, in addition to all other sums provided by law.

12. Severability. If any provision of this Agreement or any Loan Document is held to be invalid, such invalidity shall not affect the validity of the remainder of this Agreement and the Loan Documents, and the remainder shall be reasonably construed without the invalid provision so as to carry out the intent of the parties.

13. Applicable Law/Jury Waiver. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to conflicts of law principles.

14. Defined Terms. Capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Loan Documents.

15. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of said counterparts taken together shall be deemed to constitute but one document.

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16. Disclosures. **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.**

Dated as of the date first set forth above.

NEW BORROWER:

Celilo Vineyard L.L.C.,
a Washington limited liability company

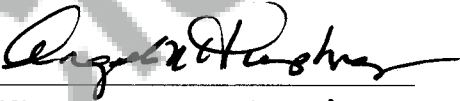
By: Investco L.L.C.,
a Washington limited liability company
Its: Manager

By: 
Name: **Angela L. Humphreys**
Its: **Vice President - General Counsel**

CURRENT BORROWER:

Underwood Properties L.L.C.,
a Washington limited liability company


By: Investco L.L.C.,
a Washington limited liability company
Its: Manager

By: 
Name: **Angela L. Humphreys**
Its: **Vice President - General Counsel**

GUARANTOR:

Evergreen Capital Investments L.L.C.,
a Washington limited liability company

By: Investco L.L.C.,
a Washington limited liability company
Its: Manager

By: 
Name: **Angela L. Humphreys**
Its: **Vice President - General Counsel**

LENDER:

Banner Bank

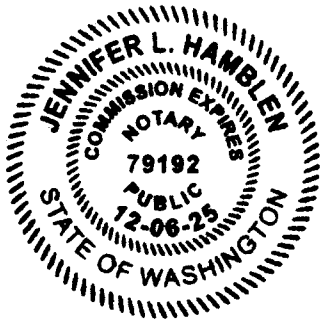
By: _____
Name: _____
Its: _____

* Signed in Counterpart

STATE OF WASHINGTON)
County of Pierce) ss.

I certify that I know or have satisfactory evidence that Angela L. Humphrey is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Vice-President, Investco L.L.C. of Investco L.L.C., a Washington limited liability company, Manager of Celilo Vineyard L.L.C., a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 1-6-2023



Jennifer L. Hambley
Notary Public for Pierce County, State of WA
My Commission Expires: 12-06-2025

STATE OF WASHINGTON)
County of Pierce) ss.

I certify that I know or have satisfactory evidence that Angela L. Humphrey is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Vice-President, Investco L.L.C. of Investco L.L.C., a Washington limited liability company, Manager of Underwood Properties L.L.C., a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

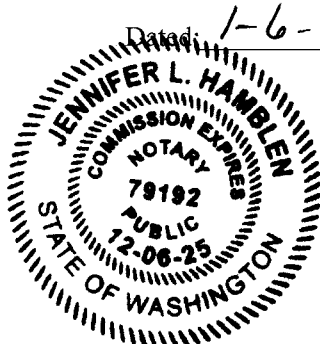
Dated: 1-6-2023



Jennifer L. Hambley
Notary Public for Pierce County, State of WA
My Commission Expires: 12-06-2025

STATE OF WASHINGTON)
County of Pierce) ss.

I certify that I know or have satisfactory evidence that Angela L. Humphrey is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Vice President, Investco L.L.C. of Investco L.L.C., a Washington limited liability company, Manager of Evergreen Capital Investments L.L.C., a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



Jennifer L. Hamblen
Notary Public for Pierce Co., State of WA
My Commission Expires: 12-6-2025

STATE OF WASHINGTON)
County of _____) ss.

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of Banner Bank, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

Notary Public for _____
My Commission Expires: _____


16. Disclosures. 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.

Dated as of the date first set forth above.

NEW BORROWER:

Celilo Vineyard L.L.C.,
a Washington limited liability company

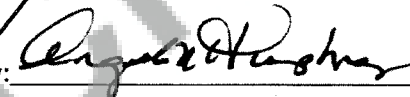
By: Investco L.L.C.,
a Washington limited liability company
Its: Manager

By: 
Name: **Angela L. Humphreys**
Its: **Vice President - General Counsel**

CURRENT BORROWER:

Underwood Properties L.L.C.,
a Washington limited liability company

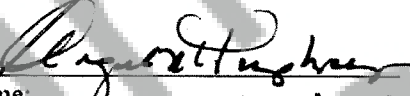
By: Investco L.L.C.,
a Washington limited liability company
Its: Manager

By: 
Name: **Angela L. Humphreys**
Its: **Vice President - General Counsel**

GUARANTOR:


Evergreen Capital Investments L.L.C.,
a Washington limited liability company

By: Investco L.L.C.,
a Washington limited liability company
Its: Manager

By: 
Name: **Angela L. Humphreys**
Its: **Vice President - General Counsel**

LENDER:

Banner Bank

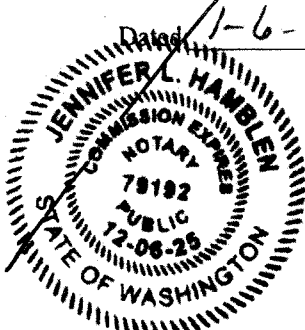
By: 
Name: **Adam Keatts**
Its: **Senior Vice President**

*Signed in Counterpart

STATE OF WASHINGTON)

County of Pierce) ss.

I certify that I know or have satisfactory evidence that Angela E. Humphrey is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Vice President, Investco L.L.C. of Investco L.L.C., a Washington limited liability company, Manager of Evergreen Capital Investments L.L.C., a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



Jennifer L. Hamblen
Notary Public for Pierce Co., State of WA
My Commission Expires: 12-6-2025

STATE OF WASHINGTON)

County of Walla Walla) ss.

I certify that I know or have satisfactory evidence that Adam Keatts is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Senior Vice President of Banner Bank, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: JANUARY 10, 2023



Rose M. Schwehr
Notary Public for Walla Walla County
My Commission Expires: MAY 4 2026

Exhibit "A"

Legal Description

A portion of the North Half of the Southwest Quarter of the Northeast Quarter of Section 21, Township 3 North, Range 10 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Beginning at the Northeast corner of the North Half of the Southwest Quarter of the Northeast Quarter of said Section 21; thence following old fence South 660 feet; thence following old fence West 515.6 feet; thence North 660 feet; thence East 515.60 feet to the Point of Beginning.

EXCEPT that portion conveyed to Roy Ostroski et al, by instrument recorded in Book 155, Page 871, Skamania County Records.

Exhibit "A"

Legal Description

A portion of the North Half of the Southwest Quarter of the Northeast Quarter of Section 21, Township 3 North, Range 10 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Beginning at the Northeast corner of the North Half of the Southwest Quarter of the Northeast Quarter of said Section 21; thence following old fence South 660 feet; thence following old fence West 515.6 feet; thence North 660 feet; thence East 515.60 feet to the Point of Beginning.

EXCEPT that portion conveyed to Roy Ostroski et al, by instrument recorded in Book 155, Page 871, Skamania County Records.