

This instrument prepared by and
after recording return to:

TOM SILVER

U.S. BANK N.A.

COLLATERAL DEPARTMENT

P. O. BOX 5308

PORTLAND, OR 97228-5308

2953751369



200206170041

Skagit County Auditor

6/17/2002 Page 1 of 5 9:15AM

AMENDMENT TO WASHINGTON DEED OF TRUST

Grantor(s): VENDOVI ISLAND L.L.C.

Grantees: U.S. BANK N.A., as Beneficiary

U.S. BANK TRUST COMPANY, N.A., as Trustee

Legal Description: PTN 13-36-1, 7-36-2 AND 18-36-2

Additional below

Assessor's Tax Parcel or Account Number: 36027-0-001-0008

Reference Number of documents assigned or released: 200109270134

This Amendment to Deed of Trust, (the "**Amendment**"), is made and entered into by the undersigned borrower(s), guarantor(s) and/or other obligor(s)/pledgor(s) (collectively the "**Grantor**") and U.S. BANK N.A. (the "**Beneficiary**") as of the date set forth below.

RECITALS

A. The Grantor (or the Grantor's predecessor in interest, if different from the undersigned Grantor) executed a deed of trust (the "**Deed of Trust**"), dated SEPTEMBER 13, 2001. The "Land" (defined in the Deed of Trust) subject to the Deed of Trust is described as follows (or in **Exhibit A** hereto if the description does not appear below):

See attached Exhibit A

B. The Deed of Trust was recorded in the office of the County Auditor for SKAGIT County, Washington, on SEPTEMBER 27, 2001, as Reference No. 200109270134

C. The Grantor has requested that the Beneficiary permit certain modifications to the Deed of Trust as described below.

D. The Beneficiary has agreed to such modifications, but only upon the terms and conditions outlined in this Amendment.

TERMS OF AGREEMENT

In consideration of the recitals and mutual covenants contained herein, and for other good and valuable consideration, the Grantor and the Beneficiary agree as follows:

1. ☐ **Change in Note/Secured Amount.** If checked here, the phrase in the Deed of Trust "a note or notes dated _____ in the initial principal amount(s) of \$ _____" is hereby amended and replaced with the phrase "note(s) or amended note(s) dated _____ in the initial principal amount(s) of \$ _____". Hereafter the Deed of Trust

shall secure the payment of any amounts advanced from time to time by the Beneficiary to Grantor under the Note, as defined in this Amendment (or previously advanced under the original note), or any of the other Loan Documents.

2. **Maturity of Deed of Trust.** Any reference in the Deed of Trust to a maturity date of the Deed of Trust is hereby deleted, it being the intent of the parties hereto that the Deed of Trust have no stated maturity date. This does not affect maturity of the Obligations under the Loan Documents.

3. **Additional Terms.**

IN ADDITION, THE WORD "NOTE" IS HEREBY AMENDED TO INCLUDE THE PROMISSORY NOTE DATED JUNE 5, 2001 IN THE ORIGINAL PRINCIPAL AMOUNT OF \$7,000,000.00.

4. **Fees and Expenses.** The Grantor will pay all fees and expenses (including attorneys' fees) in connection with the preparation, execution and recording of this Amendment.

5. **Effectiveness of Prior Document.** Except as provided in this Amendment, all terms and conditions contained in the Deed of Trust remain in full force and effect in accordance with their terms, including any reference in the Deed of Trust to future credit secured by the Deed of Trust; and nothing herein will affect the priority of the Deed of Trust. All warranties and representations contained in the Deed of Trust are hereby reconfirmed as of the date hereof. All collateral previously provided to secure the Note continues as security, and all guaranties guaranteeing obligations under the Note remain in full force and effect. This is an amendment, not a novation.

6. **No Waiver of Defaults; Warranties.** This Amendment shall not be construed as or be deemed to be a waiver by the Beneficiary of existing defaults by the Grantor whether known or undiscovered. All agreements, representations and warranties made herein shall survive the execution of this Amendment.

7. **Counterparts.** This Amendment may be signed in any number of counterparts, each of which will be considered an original, but when taken together will constitute one document.

8. **Authorization.** The Grantor represents and warrants that the execution, delivery and performance of this Amendment and the documents referenced to herein are within the organizational powers (as applicable) of the Grantor and have been duly authorized by all necessary organizational action.

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, the undersigned has/have executed this Deed of Trust as of MAY 23, 2002

(Individual Grantor)

(Individual Grantor)

Printed Name _____ N/A

Printed Name _____ N/A

VENDOVI ISLAND L.L.C.

Grantor Name (Organization)

a ~~WASHINGTON limited liability company~~

By _____

Name and Title DAVID L. FLUKE, PRESIDENT

By _____

Name and Title _____

[MORTGAGEE SIGNATURE
ON NEXT PAGE]



U.S. BANK N.A.
Mortgagee (Beneficiary)
By: [Signature]
Name and Title: TOM SILVER
VICE PRESIDENT

GRANTOR NOTARIZATION

(Acknowledgment in Individual Capacity)

STATE OF _____ }
COUNTY OF _____ } ss.

I certify that I know or have satisfactory evidence that N/A
[Name(s) of Person(s)]

is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument and acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

(Seal or Stamp)

Printed Name: _____

Title: _____

My appointment expires: _____

(Acknowledgment in Representative Capacity)

STATE OF WASHINGTON }
COUNTY OF KING } ss.

I certify that I know or have satisfactory evidence that DAVID L. FLUKE
[Name(s) of Person(s)]

is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument, on oath stated that he/she/they was/were authorized to execute the instrument and acknowledged it as the PRESIDENT

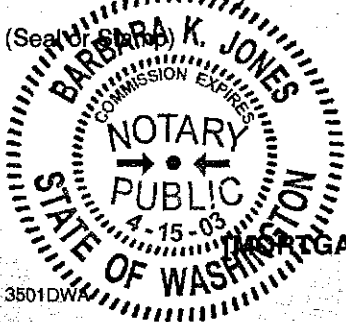
(Type of authority, e.g., officer, trustee, etc)

of VENDOVI ISLAND L.L.C.
(Name of party on behalf of whom instrument was executed)

to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: JUNE 07 2002

(Seal or Stamp)



[Signature]

Printed Name: BARBARA K. JONES

Title: ACCOUNTING MANAGER

My appointment expires: 04/15/03

MORTGAGEE (BENEFICIARY) NOTARIZATION ON NEXT PAGE



MORTGAGEE (BENEFICIARY) NOTARIZATION

STATE OF Wash
COUNTY OF King } ss.

I certify that I know or have satisfactory evidence that TOM SILVER

[Name(s) of Person(s)]

is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument, on oath stated that he/she/they was/were authorized to execute the instrument and acknowledged it as the VICE PRESIDENT

(Type of authority, e.g., officer, trustee, etc)

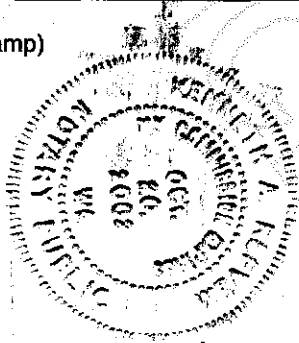
of U.S. BANK N.A.

(Name of party on behalf of whom instrument was executed)

to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 6/10/02

(Seal or Stamp)



Kenneth A Ryken
Printed Name: KENNETH A RYKEN
Title: NOTARY
My appointment expires: 10/20/02



EXHIBIT A TO AMENDMENT TO DEED OF TRUST

2953751369

(Legal Description)

Grantor: VENDОВI ISLAND L.L.C.

Trustee: U.S. BANK TRUST COMPANY, N.A.

Beneficiary: U.S. BANK N.A.

Legal Description of Land:

GOVERNMENT LOT 1 OF SECTION 13, TOWNSHIP 36 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN;

ALSO, GOVERNMENT LOT 1 OF SECTION 7, TOWNSHIP 36 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN;

ALSO, GOVERNMENT LOTS 1,2,3,4,5,6, AND 7, AND THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN;

TOGETHER WITH TIDELANDS OF THE SECOND CLASS AS CONVEYED BY THE STATE OF WASHINGTON, IN FRONT OF THE ADJACENT TO THE WEST 560 FEET OF GOVERNMENT LOT 1 OF SAID SECTION 18.

THE REAL PROPERTY OR ITS ADDRESS IS COMMONLY KNOWN AS VENDOVIA ISLAND, WA 98004

REAL PROPERTY TAX IDENTIFICATION NUMBERS ARE 360207-0-001-0008, 3601113-0-001-0001, 360113-0-001-0100, 360218-0-001-0013, 360218-0-002-0004 AND 360218-0-008-0008.



200206170041

Skagit County Auditor