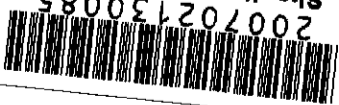


RETURN ADDRESS:
PEOPLES BANK
MOUNT VERNON OFFICE
PHONE: (360) 848-8872
1801 RIVERSIDE DRIVE
MOUNT VERNON, WA
98273



200702130085
Skagit County Auditor

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120347.8

MODIFICATION OF DEED OF TRUST

Reference # (if applicable): 200603140074 Additional on page _____

Grantor(s): _____

1. COMMONWEALTH LIMITED PARTNERSHIP I

Grantee(s)

1. PEOPLES BANK

Legal Description: PARCEL "A"; PTN LOTS 16-20, BLK 104, AMENDED PLAT OF BURLINGTON

Additional on page 2

Assessor's Tax Parcel ID#: 4076-104-018-0001

THIS MODIFICATION OF DEED OF TRUST dated February 9, 2007, is made and executed between COMMONWEALTH LIMITED PARTNERSHIP I, A WASHINGTON LIMITED PARTNERSHIP, whose address is 504 E FAIRHAVEN AVE, BURLINGTON, WA 98233-1846 ("Grantor") and PEOPLES BANK, whose address is MOUNT VERNON OFFICE, PHONE: (360) 848-8872, 1801 RIVERSIDE DRIVE, MOUNT VERNON, WA 98273 ("Lender").

**MODIFICATION OF DEED OF TRUST
(Continued)**

Loan No: 5016015-209

Page 2

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated March 14, 2006 (the "Deed of Trust") which has been recorded in SKAGIT County, State of Washington, as follows:

RECORDED MARCH 16, 2006 UNDER RECORDING NUMBER 200603160076 IN RECORDS OF SKAGIT COUNTY, WA.

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in SKAGIT County, State of Washington:

LOT 16, EXCEPT THE WEST 20 FEET THEREOF; ALL OF LOT 17; LOT 18, EXCEPT THE NORTH 34.43 FEET OF THE EAST 24.8 FEET THEREOF; AND LOTS 19 AND 20, EXCEPT THE NORTH 34.43 FEET THEREOF; ALL IN BLOCK 104, "AMENDED PLAT OF BURLINGTON, SKAGIT COUNTY, WAST.," AS PER PLAT RECORDED IN VOLUME 3 OF PLATS, PAGE 17, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATE IN THE CITY OF BURLINGTON, COUNTY OF SKAGIT, STATE OF WASHINGTON.

The Real Property or its address is commonly known as 127 S SPRUCE ST, BURLINGTON, WA 98233. The Real Property tax identification number is 4076-104-018-0001.

MODIFICATION. Lender and Grantor hereby modify the Deed of Trust as follows:

THIS MODIFICATION OF DEED OF TRUST AMENDS THE DEED OF TRUST DATED MARCH 14, 2006 WITH THE FOLLOWING AMENDMENTS:

THE WORD "NOTE" MEANS THE PROMISSORY NOTE DATED FEBRUARY 9, 2007 FROM GRANTOR TO LENDER TOGETHER WITH ALL RENEWALS OF, EXTENSIONS OF, MODIFICATIONS OF, REFINANCINGS OF, CONSOLIDATIONS OF, AND SUBSTITUTIONS FOR THE PROMISSORY NOTE OR AGREEMENT..

THE PRINCIPAL AMOUNT IS \$1,000,000.00 WHICH INCLUDES A NEW ADVANCE OF \$400,000.00.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Deed of Trust (the "Note"). It is the intention of Lender to retain as liable all parties to the Deed of Trust and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Deed of Trust does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED FEBRUARY 9, 2007.


GRANTOR:

COMMONWEALTH LIMITED PARTNERSHIP I

By: 
KENDALL D. GENTRY, General Partner of COMMONWEALTH LIMITED PARTNERSHIP I

LENDER:

PEOPLES BANK


Authorized Officer



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Skagit County Auditor

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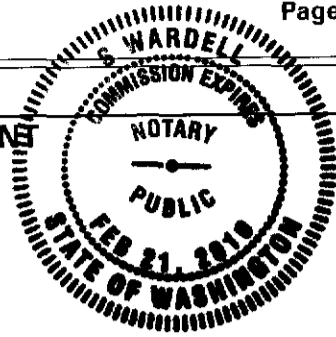
MODIFICATION OF DEED OF TRUST
(Continued)

Loan No: 5016015-209

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PARTNERSHIP ACKNOWLEDGMENT

STATE OF Washington)
) SS
COUNTY OF Skagit)



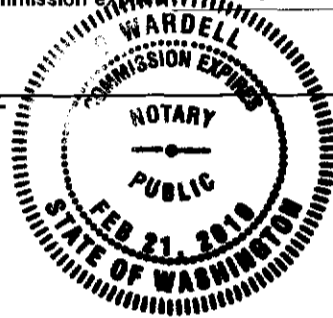
On this 12th day of February, 20 07, before me, the undersigned Notary Public, personally appeared KENDALL D. GENTRY, General Partner of COMMONWEALTH LIMITED PARTNERSHIP I, and personally known to me or proved to me on the basis of satisfactory evidence to be a partner or designated agent of the partnership that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the partnership, by authority of statute or its Partnership Agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the partnership.

By S. Wardell
Notary Public in and for the State of WA

Residing at mount VERNON
My commission expires 2-21-2010

LENDER ACKNOWLEDGMENT

STATE OF Washington)
) SS
COUNTY OF SKagit)



On this 12th day of February, 20 07, before me, the undersigned Notary Public, personally appeared James M. Vandermeij and personally known to me or proved to me on the basis of satisfactory evidence to be the Senior Vice President, authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and that the seal affixed is the corporate seal of said Lender.

By S. Wardell
Notary Public in and for the State of WA

Residing at mount VERNON
My commission expires 2-21-2010



200702130085
Skagit County Auditor

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