

**RETURN ADDRESS:**

Horizon Bank  
CML % Kris Zuanich  
2211 Rimland Dr, Ste 230  
Bellingham, WA 98226



200710310108

Skagit County Auditor

10/31/2007 Page 1 of 3 3:14PM

CHICAGO TITLE CO.

1C31853

**MODIFICATION OF DEED OF TRUST**

Reference # (if applicable): 200609210076

Additional on page \_\_\_\_

Grantor(s):

1. Equilateral Holdings, LLC

Grantee(s)

1. Horizon Bank

Legal Description: Lot 4B of BAY RIDGE BUSINESS PARK BINDING SITE PLAN, Phase 4,  
BSP#PL06-0184; being a portion SE, Sec. 34, T35N, R3EWM

Additional on page 2

Assessor's Tax Parcel ID#: 8065 000 002 0000 (P125001)

**THIS MODIFICATION OF DEED OF TRUST dated October 17, 2007, is made and executed between Equilateral Holdings, LLC; A Washington Limited Liability Company ("Grantor") and Horizon Bank, whose address is Skagit Commercial Center, 2211 Rimland Drive, Suite 230, Bellingham, WA 98226 ("Lender").**

**ACCOMMODATION RECORDING**

Chicago Title Company has placed  
this document for recording as a  
customer courtesy and accepts no  
liability for its accuracy or validity

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

Loan No: 6000003093

Page 2

**DEED OF TRUST.** Lender and Grantor have entered into a Deed of Trust dated September 20, 2006 (the "Deed of Trust") which has been recorded in Skagit County, State of Washington, as follows:

**Recorded in Skagit County September 21, 2006, Recording No. 200609210076.**

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

Lot 4B of BAY RIDGE BUSINESS PARK BINDING SITE PLAN, Phase 4, BSP No. PL-06-0184, as approved July 28, 2006, and recorded July 28, 2006, under Auditor's File No. 200607280039, records of Skagit County, Washington; being a portion of Southeast Quarter of Section 34, Township 35 North, Range 3 East of the Willamette Meridian.

Situate in County of Skagit, State of Washington.

The Real Property or its address is commonly known as 11857 Bay Ridge Dr., Burlington, WA 98233. The Real Property tax identification number is 8065 000 002 0000 (P125001).

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

**The Promissory Note evidenced by the Note dated October 17, 2007 is decreased to \$5,650,000.00, which shall be and remain secured by the Deed of Trust.**

This note is a renewal and replacement of Promissory Note from Borrower to Lender dated September 20, 2006 in the original amount of \$9,000,000.00. All references in the loan documents to the old Note shall be deemed to be a reference to the new Note.

Address of property has been changed to 11857 Bay Ridge Drive, Burlington WA 98233.  
New Parcel and Tax Number: 8065 000 002 0000 (P12501)

**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 endorser 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.

**COUNTERPARTS.** This Agreement may be executed in a number of identical counterparts and by each party on a separate counterpart. If so executed, all of such counterparts shall collectively constitute one agreement.

**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 OCTOBER 17, 2007.**

**GRANTOR:**

**EQUILATERAL HOLDINGS, LLC**

By: 

Paula M. Maris, Manager of Equilateral Holdings, LLC

**LENDER:**

**HORIZON BANK**

x 

Authorized Officer



200710310108  
Skagit County Auditor

10/31/2007 Page 2 of 3 3:14PM

MODIFICATION OF DEED OF TRUST  
(Continued)

Loan No: 6000003093

Page 3

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Washington )  
 ) SS  
COUNTY OF Skagit )

On this 30 day of October, 20 07, before me, the undersigned Notary Public, personally appeared Paula M. Maris, Manager of Equilateral Holdings, LLC, and personally known to me or proved to me on the basis of satisfactory evidence to be a member or designated agent of the limited liability company that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating 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 limited liability company.

By Paula M. Maris Residing at Buena Vista  
Notary Public in and for the State of WA My commission expires 8/7/2010

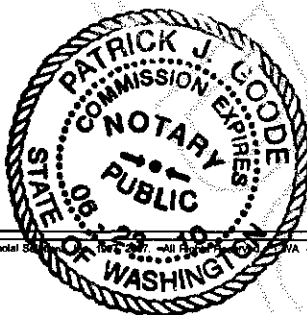


LENDER ACKNOWLEDGMENT

STATE OF Washington )  
 ) SS  
COUNTY OF Skagit )

On this 30 day of October, 20 07, before me, the undersigned Notary Public, personally appeared Tim Kormanik and personally known to me or proved to me on the basis of satisfactory evidence to be the commercial officer, 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 Patricia S. G. Residing at Bellingham  
Notary Public in and for the State of WA My commission expires 06/23/2010



LASER PRO Lending, Ver. 5.37.00.003 Copr. Harland Financial Services, Inc. 1995-2007. All Rights Reserved. C:\PFI\WINCRL\PLUG202.FG TR-1675



200710310108  
Skagit County Auditor

10/31/2007 Page 3 of 3 3:14PM