

RETURN ADDRESS:

PremierWest Bank
Kane Street Branch
P. O. Box 1007
Roseburg, OR 97470



200906010169

Skagit County Auditor

6/1/2009 Page

1 of

3 3:58PM

LAND TITLE OF SKAGIT COUNTY

116 951-3c

MODIFICATION OF DEED OF TRUST

Reference # (if applicable): 200604200056

Additional on page _____

Grantor(s):

1. BurFair, LLC

Grantee(s)

1. PremierWest Bank

Legal Description: _____

Additional on page _____

Assessor's Tax Parcel ID#: 8056-000-001-0000 / P122694

THIS MODIFICATION OF DEED OF TRUST dated May 21, 2009, is made and executed between BurFair, LLC ("Grantor") and PremierWest Bank, whose address is Kane Street Branch, 555 SE Kane Street, P. O. Box 1007, Roseburg, OR 97470 ("Lender").

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

Page 2

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated April 17, 2006 (the "Deed of Trust") which has been recorded in Skagit County, State of Washington, as follows:

Construction Deed of Trust recorded on April 20, 2006 in the Office of the Skagit County Auditor, as document number 200604200056 in the amount of \$5,025,000.00; revised by a Modification of Deed of Trust dated March 10, 2008.

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

Lot 1 of Binding Site Plan No. PL-04-0916, recorded April 20, 2005, under Auditor's File No. 200504200093, records of Skagit County, Washington and being a portion of the South 1/2 of the Northeast 1/4, Section 19, Township 35 North, Range 4 East, W.M.

The Real Property or its address is commonly known as 9384 Old Highway 99 North Road, Burlington, WA 98233. The Real Property tax identification number is 8056-000-001-0000.

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

It is hereby agreed to extend the maturity date from April 10, 2009 to July 10, 2009.

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 MAY 21, 2009.

GRANTOR:

BURFAIR, LLC

SYCAN B CORP., Member of BurFair, LLC

By: 

Richard D. Boyles, President of Sycan B Corp.

PAR FOUR INVESTMENTS, LLC, Member of BurFair, LLC

By: 

James J. Duffy, Member of Par Four Investments, LLC

LENDER:

PREMIERWEST BANK

X 

Authorized Officer



200906010169
Skagit County Auditor

6/1/2009 Page

2 of

3 3:58PM

MODIFICATION OF DEED OF TRUST
(Continued)

Page 3

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

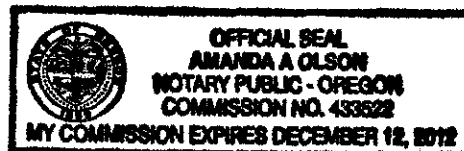
STATE OF Oregon

)

) SS

COUNTY OF Lane

)



On this 26th day of May, 20 09, before me, the undersigned Notary Public, personally appeared Richard D. Boyles, President of Sycan B Corp., Member of BurFair, 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 [Signature]

Residing at 812 Fremont Ave. Eugene OR 97477

Notary Public in and for the State of OR

My commission expires 12/12/12

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

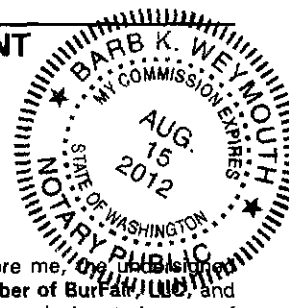
STATE OF Washington

)

) SS

COUNTY OF Skagit

)



On this 28th day of May, 20 09, before me, the undersigned Notary Public, personally appeared James J. Duffy, Member of Par Four Investments, LLC, Member of BurFair, 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 [Signature]

Residing at Mt Vernon

Notary Public in and for the State of WA

My commission expires 8/15/12

LENDER ACKNOWLEDGMENT

STATE OF OREGON

)

) SS

COUNTY OF DOUGLAS

)



On this 29th day of MAY, 20 09, before me, the undersigned Notary Public, personally appeared JANET MORSE and personally known to me or proved to me on the basis of satisfactory evidence to be the VICE PRESIDENT, authorized agent for PremierWest Bank that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of PremierWest Bank, duly authorized by PremierWest Bank 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 in fact executed this said instrument on behalf of PremierWest Bank.

By [Signature]

Residing at ROSEBURG, OR

Notary Public in and for the State of OR

My commission expires 11-28-2012



200906010169
Skagit County Auditor