

RECORDING REQUESTED BY
AND WHEN RECORDED, MAIL TO:

CHINATRUST BANK (U.S.A.)
Attention: Mr. Thomas Lin, S.V.P.
500 - 108th Avenue NE, 1H3
Bellevue, WA 98004



200906080144

Skagit County Auditor

6/8/2009 Page

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6 11:49AM

LAND TITLE OF SKAGIT COUNTY

127636-P

WASHINGTON STATE COUNTY AUDITOR'S/RECORDER'S INFORMATION (RCW 65.04):

INSTRUMENT TITLE: AMENDMENT TO DEED OF TRUST, SECURITY AGREEMENT
AND FIXTURE FILING WITH ASSIGNMENT OF LEASES AND
RENTS

GRANTOR: QUEEN'S PLATE DEVELOPMENT, INC.,
a Washington corporation

GRANTEE: CHINATRUST BANK (U.S.A.),
a California chartered commercial bank

LEGAL DESCRIPTION:

ABBREVIATED: ENTIRE PLAT OF "CASCADE ESTATES CONDOMINIUM"

FULL: SEE SCHEDULE "A" TO THIS DOCUMENT

PROPERTY TAX ID NO.: 8008-000-005-0000 (P108344) and 8008-000-006-0000 (P108345)

REFERENCE NO. OF
RELATED DOCUMENTS: 200710190005

GRANTOR'S STATE
ORGANIZATIONAL ID NO: 602 640 112

**AMENDMENT TO DEED OF TRUST, SECURITY AGREEMENT AND
FIXTURE FILING WITH ASSIGNMENT OF LEASES AND RENTS**

THIS AMENDMENT TO DEED OF TRUST, SECURITY AGREEMENT AND FIXTURE FILING WITH ASSIGNMENT OF LEASES AND RENTS ("Amendment to Deed of Trust") is made as of the 29th day of May, 2009, by and between QUEEN'S PLATE DEVELOPMENT, INC., a Washington corporation (the "Grantor"), whose address is 300 West College Way, Mt. Vernon, Washington 98273, and CHINATRUST BANK (U.S.A.), a California chartered commercial bank ("Beneficiary"), whose address is 500 - 108th Avenue NE, 1H3, Bellevue, WA 98004, with reference to the following facts:

RECITALS

A. Grantor is the grantor, and Beneficiary is the beneficiary, under a Deed of Trust, Security Agreement and Fixture Filing with Assignment of Leases and Rents, dated as of October 17, 2007, and recorded on October 19, 2007, under Skagit County Recording No. 200710190005 (the "Deed of Trust"). The real property which is subject to the Deed of Trust is located in Skagit County, Washington, and is legally described on Schedule A attached hereto (the "Property").

B. The Deed of Trust secures a loan (the "Loan") evidenced by a Promissory Note, dated as of October 17, 2007, in the original principal amount of Nine Million Eight Hundred Fifty Thousand and 00/100 Dollars (\$9,850,000.00), made by Borrower as maker in favor of Lender as payee, as amended by that certain Amendment to Promissory Note dated October 17, 2008.

C. In connection with the Loan, Grantor and Beneficiary have previously executed and delivered to Lender a Loan Agreement dated as of October 17, 2007, as amended by that certain Modification of Loan Agreement dated October 17, 2008 (as amended, the "Loan Agreement").

D. The parties to the Loan have now entered into a Second Modification of Loan Agreement, of even date herewith (the "Modification"), which provides, among other things, for a change in the Release Fee, for an extension of the maturity date and for an increase in the interest rate applicable to the Loan.

E. In connection with these changes, the Borrower, as maker, and Lender, as payee, have executed a Second Amendment to Promissory Note of even date herewith, which so amends the maturity and interest rate of the aforesaid promissory note (as so amended, the "Note").

F. Grantor and Lender wish in this Amendment to Deed of Trust to provide public notice of these modifications.

G. Capitalized terms which are not defined in this Amendment to Deed of Trust shall have the same meanings set forth in the Loan Agreement, as so modified, except as the context may otherwise require.



AMENDMENT

NOW, THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, Grantor and Beneficiary hereby agree as follows:

1. **Change in Maturity Date.** Pursuant to the Note as amended and the Loan Agreement as amended, the maturity date of the Loan has been extended to May 17, 2010.
2. **Change in Interest Rate.** Pursuant to the Note as amended and the Loan Agreement as amended, the non-default rate of interest applicable to the Note has been increased, by one-quarter of one percent (0.25%) per annum, to a per annum rate of interest equal to the sum of the prime rate reported in the Wall Street Journal and defined therein as the base rate posted by at least 75% of the nation's thirty (30) largest banks (the "WSJ Prime Rate") adjusting concurrently with any change in the WSJ Prime Rate, plus one percentage point (1.00%) per annum; provided that such interest rate shall at no time be less than 6.25% per annum.
3. **Change in Release Fee.** The release fee for each unit as referenced in Article IV of the Deed of Trust, shall be computed in accordance with the terms of the Second Modification of Loan Agreement of even date herewith between Beneficiary and Grantor.
4. **Loan Documents.** The term "Loan Documents" in the Deed of Trust shall refer to the Note as amended, to the Loan Agreement as amended, to the Deed of Trust as amended, and to all other documents now or hereafter evidencing, securing or executed in connection with the Loan; provided, the term "Loan Documents" does not include the Certificate And Indemnity Agreement Regarding Building Laws And Hazardous Substances dated October 17, 2007 which Borrower has executed in favor of Lender.
5. **Ratification.** As modified herein, the Deed of Trust is ratified and affirmed and shall be and remain in full force and effect. This Amendment to Deed of Trust is not intended to and shall not be construed to impair the validity, priority or enforceability of the Deed of Trust or any of the other Loan Documents.
6. **Effect Of Amendment.** Except as expressly amended herein, all terms of the Deed of Trust shall remain in full force and effect.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]



DATED as of the date first above written.

BORROWER:

QUEEN'S PLATE DEVELOPMENT, INC.,
a Washington corporation

By: _____

John Rusin

Its: President

BENEFICIARY:

CHINATRUST BANK (U.S.A.),
a California chartered commercial bank

By: _____

Thomas Lin

Its: Senior Vice President / Team Leader



Notary Public
State of Washington
SHAOGU QIU
My Appointment Expires Nov 13, 2010

Dated: 05/09/2009

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

Notary Public
State of Washington
SHAOGU QIU
My Appointment Expires Nov 13, 2010

Dated: 05/22/2009

(Print Notary Name) Shao Di Qiu
Notary Public in and for the State of Washington
residing at Bellevue WA
My appointment expires Nov 13 2010



**SCHEDULE A
TO
AMENDMENT TO DEED OF TRUST**

Legal Description

Units 101-108, 201-208, 301-308, Building No. 1;
Units 109-116, 209-216, 309-316, Building No. 2;
Units 117-124, 217-224, 317-324, Building No. 3;
Units 125-132, 225-232, 325-332, Building No. 4;
Units 133 and 234, Building No. 5;
And all common elements, "CASCADE ESTATES CONDOMINIUM," as per Survey Map and Plans recorded June 11, 2007, under Auditor's File No. 200706110218; and as described in that certain Condominium Declaration recorded June 11, 2007 under Auditor's File No. 200706110219;

Situate in the City of Burlington, County of Skagit, State of Washington.

