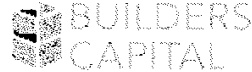


Recording Requested By:
After Recording Return to:

CONSTRUCTION LOAN SERVICES II, LLC
5601 6th Ave S, Ste 350
Seattle, WA 98108
Attn: Beth Glein



FIRST AMENDMENT TO DEED OF TRUST

Grantor(s): <u>DJR HOME VENTURES LLC</u>	
<input type="checkbox"/> Additional on page _____	
Grantee(s):	Trustee: <u>TRUSTEE SERVICES, INC.</u>
	Beneficiary: <u>1SHARPE OPPORTUNITY INTERMEDIATE TRUST</u>
<input type="checkbox"/> Additional on page _____	
Legal Description (abbreviated):	<u>Parcel 'X' & Ptn(S) Of Parcel 'Y', SP #2-84, AF #8401160015</u> <u>(Ptn Gov. Lots 4 & 5, 2-33-2 E</u> <u>W.M.).</u>
<input type="checkbox"/> Complete legal on <u>EXHIBIT A</u>	
Assessor's Tax Parcel Identification No(s):	<u>8401160015</u>
Reference Nos. of Documents Affected:	<u>201905010031 - DOT</u> <u>201906110030 - ASSIGNMENT OF DOT</u> <u>201906110102 - ASSIGNMENT OF DOT</u> <u>201907010062 - ASSIGNMENT OF DOT</u> <u>201906110030 - ASSIGNMENT OF DOT</u>

Loan No. 71371

This First Amendment to Deed of Trust (this "**Amendment**") is dated as of February 25, 2020, and is made February 25, 2020 by and among:

Grantor/Trustor: DJR HOME VENTURES LLC
2125 WESTLAKE AVE N #402
SEATTLE, WA 98109

Grantee/Trustee: TRUSTEE SERVICES, INC.
PO BOX 2980
SILVERDALE, WA 98383-2980

Grantee/Beneficiary: 1SHARPE OPPORTUNITY INTERMEDIATE TRUST
5601 6TH AVE S., SUITE 350
SEATTLE, WA 98108

NOTICE TO RECORDER: THIS DOCUMENT CONTAINS A FIXTURE FILING AND SHOULD BE FILED AND INDEXED IN THE REAL ESTATE RECORDS NOT ONLY AS A DEED OF TRUST/TRUST DEED, BUT ALSO AS A FIXTURE FILING.

The Deed of Trust modified by this Amendment is a Security Agreement and Financing Statement under Article 9 of the Uniform Commercial Code, with Grantor/Trustor as Debtor and Grantee/Beneficiary as Secured Party. Grantor/Trustor is also referred to herein as "**Borrower**," and Grantee/Beneficiary as "**Lender**".

Notice to Borrower: The Note secured by the Deed of Trust amended hereby contains provisions for a variable interest rate.

RECITALS

- A. Borrower obtained a construction loan in the maximum principal amount of \$ 1,497,516.73 (the "**Loan**") from Construction Loan Services II, LLC, a Washington limited liability company ("CLS II") pursuant to the terms of a Loan Agreement dated (the "**Loan Agreement**"). The Loan is also evidenced by a Promissory Note dated April 30, 2019, in the maximum principal amount of \$ 1,497,516.73 (the "**Note**").
- B. Borrower's obligations under the Loan Agreement and the Note are secured by a Deed of Trust and recorded in the Official Records of SKAGIT County, Washington, under Instrument No. 201905010031 (the "**Deed of Trust**"), against the real property legally described therein. That portion of the real property legally described in the Deed of Trust that has not been reconveyed is referred to herein as, the "**Property**".
- C. Subsequent to the making of the Loan, CLS II transferred all of its rights, title, and interest in the Loan to Lender.
- D. The Loan Agreement, Note, Deed of Trust, and all other documents evidencing, securing, or otherwise governing the Loan, as previously modified and assigned, are referred to herein collectively as the "**Loan Documents**".
- E. Borrower now desires to increase the maximum principal amount of the Loan, and otherwise modify the terms of the Loan as set forth in the First Amendment to Loan Documents (the "**Amendment**") of even date herewith. Borrower is entering into this Amendment pursuant to the terms of the Amendment Agreement to modify the Deed of Trust to secure all of Borrower's obligations under the Loan Documents as modified contemporaneously herewith by the Amendment Agreement.

AGREEMENTS

In consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto hereby agree as follows:

1. **TERMINOLOGY.** All capitalized terms used herein shall have the meaning given to them in the Loan Documents, unless a different meaning is assigned herein or required from the context in which such term is used.
2. **AMENDMENT TO DEED OF TRUST.** The Deed of Trust is hereby amended and modified as follows:

2.1 The Deed of Trust shall secure, without limitation, the making of all payments and the performance of all obligations under the terms of the Loan Documents as modified and amended contemporaneously

herewith by the Amendment Agreement, including, without limitation: (a) the increase in the maximum principal amount of the Loan from ONE MILLION FIVE HUNDRED FOURTY ONE THOUSAND SEVEN HUNDRED AND FOUR DOLLARS AND SIXTY FOUR CENTS. (\$1,541,704.64) to ONE MILLION SIX HUNDRED THIRTY TWO THOUSAND FIVE HUNDRED AND SIXTEEN DOLLARS AND SEVENTY THREE CENTS (\$1,632,516.73), and (b) the interest applicable to the Loan; and

2.2 The Deed of Trust shall secure such additional obligations of Borrower as are otherwise set forth herein, and the definition of the term "**Loan Documents**" as used in the Deed of Trust is hereby modified to include this Amendment and the Amendment Agreement.

3. LIEN PRIORITY. All of the Property shall remain and continue in all respects subject to the Deed of Trust, and nothing in this Amendment, or done pursuant to this Amendment, shall affect or be construed to affect the lien of the Deed of Trust or the priority thereof as to such property. Borrower shall provide, at Borrower's sole cost and expense, such endorsements to Lender's existing title insurance coverage as Lender may request insuring the continued first-lien position of the Deed of Trust, as amended, as to all of the Property, with priority over all encumbrances not agreed to by Lender in writing. Borrower shall obtain such priority agreements, lien waivers, or other instruments from any and all parties who have performed work on or supplied materials to the Property, and shall execute such indemnity agreements, as may be required by the title company in connection with the issuance of such endorsements or policy.

4. BINDING EFFECT. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

5. APPLICABLE LAW. This Amendment is to be construed in all respects and enforced according to the laws of the State of Washington without regard to that state's choice of law rules.

6. COUNTERPARTS. The parties may execute this Amendment in any number of counterparts and/or duplicate originals (for recording, where necessary, in different counties), each of which shall be deemed an original instrument but all of which together shall constitute one and the same instrument.

7. NOTICE RE ORAL AGREEMENTS.

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.

[Remainder of Page Intentionally Left Blank; Signatures Appear on the Following Page.]

EXECUTED as of the day and year first above written.

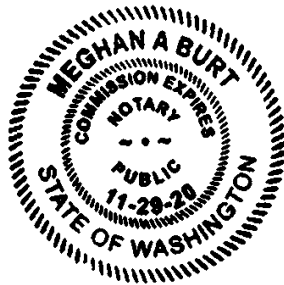
BORROWER:DJR HOME VENTURES LLC
a Washington LIMITED LIABILITY COMPANYBy: [Signature]DANIEL RHINE
Its OWNER

STATE OF WASHINGTON

COUNTY OF KING King

} ss.

I certify that I know or have satisfactory evidence that Daniel Rhine is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the owner of DJR Home Ventures, a LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 10th day of March, 2020.

[Signature]
Printed Name Meghan A. Burt
NOTARY PUBLIC in and for the State of Washington,
residing at Seattle, WA
My Commission Expires 11/29/20