

After Recording Return To:
LEGACY OPPORTUNITY FUND, LLC
400 112th Ave NE, Ste 400
Bellevue, WA 98004

----- (Space Above Line for Recording Data) -----

Loan Number: CAP240193

LOAN MODIFICATION AGREEMENT
FIXED RATE NOTE

This Loan Modification Agreement ("Agreement"), made this 28th day of March 2025 between Esterre Phase 1 LLC, a Washington limited liability company ("Borrower") and LEGACY OPPORTUNITY FUND, LLC ("Lender"), amends and supplements (1) the Mortgage Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated December 5, 2024, and recorded in Book or Liber Recording #: 202412060046 Records of Skagit County, STATE OF WA and (2) the Note Bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and Defined therein as the "Property", located at 4310 Sea Otter Ln, Anacortes, WA 98221. The real property described being set forth as follows:

Legal Description: That portion of Lot 24 and Lot 25, of the PLAT OF ANACO BEACH, according to the plat thereof recorded in Volume 5 of Plats, page 4, records of Skagit County, Washington, being a portion of Section 27 and 34, Township 35 North, Range 1 East of the Willamette Meridian, described as follows:

Beginning at the Northeast corner of said Lot 24;
thence South 8°11'00" West a distance of 92.87 feet to the Southeast corner of said Lot 24;
thence South 30°07'07" West along the East line of said Lot 25 a distance of 9.36 feet;
thence South 89°56'00" West parallel with the North line of said Lot 24 a distance of 409.67 feet to the West line of Lot 25;
thence North 5°10'00" East along said West line of Lots 24 and 25 a distance of 100.42 feet to the Northwest corner of said Lot 24;
thence North 89°56'00" East along the North line of said Lot 24 a distance of 418.54 feet to the point of beginning;

Situate in the County of Skagit, State of Washington.

Assessor's Property Tax Parcel/Account Number(s) #3858-000-024-0009/P61838 & 3858-000-025-0004/P106649

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of March 28th, 2025, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$1,420,840.53, consisting of the amounts(s) loaned to the Borrower by the Lender and any interest capitalized to date.
2. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 10.99%, from March 28th, 2025. The Borrower promises to make monthly Payments of interest of U.S. \$ 13,012.53 beginning on the first day of April 2025, and thereafter will be in an amount sufficient to pay the interest at the rate determined. If on June 6, 2025 ("Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, the Borrower will pay these amounts in full on the Maturity Date.

Loan Number: CAP240193

The Borrower will make such payment at 400 112TH AVE NE, #400, BELLEVUE, WA, 98004 or at such other place as the Lender may require.

3. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred) without the Lender's prior written consent, the Lender may, at its option, require immediate payment in full of all sums secured by the Security Instrument. If the Lender exercises this option, the Lender shall give the Borrower notice of acceleration. The Notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which the Borrower must pay all sums secured by the Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on the Borrower.
4. The Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the borrower is obligated to make under the Security Instrument.
5. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by the Agreement.



Michael Burns, NUVO Washington LLC, Manager of Esterre Phase 1 LLC -Borrower



Michael Burns, Manager of Discovery Properties Washington LLC -Borrower

Loan Number: CAP240193

Lender: LEGACY OPPORTUNITY FUND, LLC

By: Brent A. Eley
BRENT A. ELEYIt's MANAGERState of WA
County of King } SS:

I certify that I know or have satisfactory evidence that Michael Burns, Manager of Esterre Phase 1 LLC and Discovery Properties Washington LLC, the person(s) who appeared before me and said person(s) acknowledged that HE signed this instrument and acknowledge it to be HIS free and voluntary act for the uses and purposes mentioned in this instrument.

GIVEN under my hand and official seal this 3rd day of April, 2025.[Signature]
Notary Public in and for the State of WA
Residing at: Fall City
My appointment expires: 10-29-28State of WA
County of King } SS:

I certify that I know or have satisfactory evidence that BRENT A. ELEY, MANAGER OF LEGACY OPPORTUNITY FUND, LLC the person(s) who appeared before me and said person(s) acknowledged that HE signed this instrument and acknowledge it to be HIS free and voluntary act for the uses and purposes mentioned in this instrument.

GIVEN under my hand and official seal this 3rd day of April, 2025.[Signature]
Notary Public in and for the State of WA
Residing at: Fall City
My appointment expires: 10-29-28