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UCC FINANCING STATEMENT AMEN FOLLOW INSTRUCTIONS (front and back) CAREFULLY	200308080091 Skagit County Auditor		
A. NAME & PHONE OF CONTACT AT FILER [optional] ANN-MARI GUDMESTAD	(360) 679-5548	8/8/2003 Page	1 of
B. SEND ACKNOWLEDGMENT TO: (Name and Address)			

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PACIFIC NORTHWEST BANK RECONVEYANCE DEPT PO BOX 2129 OAK HARBOR WA 98277 THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY 1a. INITIAL FINANCING STATEMENT FILE # This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the 200203200136 REAL ESTATE RECORDS. 2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law. 4. ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9. 5. AMENDMENT (PARTY INFORMATION): This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes. Also check one of the following three boxes and provide appropriate information in items 6 and/or 7. CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7g DELETE name: Give record name to be deleted in item 6a or 6b. ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable 6. CURRENT RECORD INFORMATION: 6a. ORGANIZATION'S NAME OR 66. INDIVIDUAL'S LAST NAME MIDDLE NAME FIRST NAME SUFFIX 7. CHANGED (NEW) OR ADDED INFORMATION: 7a, ORGANIZATION'S NAME MIDDLE NAME SUFFIX 7b. INDIVIDUAL'S LAST NAME FIRST NAME POSTAL CODE COUNTRY 7c. MAILING ADDRESS CITY ADD'L INFO RE | 7e. TYPE OF ORGANIZATION 7g. ORGANIZATIONAL ID #, if any 7d. TAX ID #: SSN OR EIN 7f. JURISDICTION OF ORGANIZATION ORGANIZATION Corporation NONE DEBTOR 8. AMENDMENT (COLLATERAL CHANGE): check only one box. Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned 9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which and enter name of DEBTOR authorizing this Amendment. adds colleteral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here 9a. ORGANIZATION'S NAME

PACIFIC NORTHWEST BANK OR 9b. INDIVIDUAL'S LAST NAME MIDDLE NAME SUFFIX FIRST NAME 10. OPTIONAL FILER REFERENCE DATA LOGAN HILL LLC

EXHIBIT A

to UCC-1 Financing Statement

Secured Party:	PACIFIC NORTHWEST BANK 275 S.E. Pioneer Way Oak Harbor, Washington 98277
	Attention: Richard Engom
Debtor:	LOGAN HILL, LLC

<u>Collateral</u>: Debtor has granted to Secured Party a security interest in the following, whether now owned or hereafter acquired:

Any and all buildings and improvements now or hereafter erected on the real property described in <u>Exhibit B</u> to this Financing Statement, including, but not limited to, the fixtures, attachments, appliances, equipment, machinery, and other articles attached to such buildings and improvements, which are herein collectively called the "Property";

Together With all interests, estate or other claims, both in law and in equity, which Debtor now has or may hereafter acquire in the Property;

Together With all easements, rights-of-way and rights used in connection therewith or as a means of access thereto, and all tenements, hereditaments and appurtenances thereof and thereto, and all water rights and shares of stock evidencing the same;

Together With all right, title and interest of Debtor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed, adjoining the Property; and any and all sidewalks, alleys, and strips and gores of land adjacent to or used in connection with the Property;

Together With all right, title and interest of Debtor in and to all personal property now or hereafter owned by Debtor and now or at any time hereafter located on or at the Property or used in connection therewith, including, but not limited to, all chattel paper accounts, deposit accounts, documents, general intangibles, instruments, investment property, letter of credit rights goods, machinery, tools, insurance proceeds, equipment (including fire sprinklers and alarm systems, office air conditioning, heating, refrigerating, electronic monitoring, window or structural cleaning rigs, maintenance, and all other equipment of every kind), lobby and all other indoor and outdoor furniture, rugs, carpets, and other floor coverings, all inventory related to the operation of the Property and any business operated thereon by Debtor, draperies, drapery rods and brackets, awnings, window shades, venetian blinds, curtains, lamps, chandeliers and other lighting fixtures, and office maintenance and other supplies and all proceeds thereof;

Together With all right, title, and interest of Debtor in the funds deposited with Secured Party as security for tax, assessment, labor, or material liens filed against the Property or as reserves for the payment of taxes, special assessments, or property insurance premiums;

Together With all the estate, interest, right, title, other claim or demand, including claims or demands with respect to the proceeds of insurance in effect with respect thereto, which Debtor now has or may hereafter acquire in the Property, and any and all awards made for the taking by eminent domain or by any proceeding or purchase in lieu thereof of the whole or any part of the Property, including, without limitation, any awards resulting from a change of grade of streets and awards for severance damages;

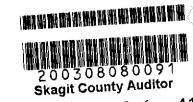
Together With any and all existing and future leases (including subleases thereof), whether written or oral, rental agreements and all future agreements for use and occupancy, and any and all extensions, renewals and replacements thereof, upon all or relating to any part of the Property (hereinafter collectively referred to as the "Leases");

Together with all contracts, licenses, permits and agreements pertaining to or affecting the Property including, without limitation, development, management, operating, marketing and franchise agreements and licenses, now owned or hereafter acquired by Grantor;

Together With any and all guaranties of tenant's performance under any and all of the Leases;

Together With the immediate and continuing right to collect and receive all of the rents, income, receipts, revenues, issues, profits and other income of any nature now due or which may become due or to which Debtor may now or shall hereafter (including any income of any nature coming due during any redemption period) become entitled to or may make demand or claim for, arising or issuing from or out of the Leases or from or out of the Property or any part thereof, including but not limited to, minimum rents, additional rents, percentage rents, parking or common area maintenance contributions, tax and insurance contributions, deficiency rents and liquidated damages following default in any Lease, all accounts receivable, instruments, and general intangibles related to the operation of the Property and any business operated thereon by Debtor and all proceeds thereof, and all proceeds payable under any policy of insurance covering loss of rents resulting from untentantability caused by destruction or damage to the Property, together with any and all rights and claims of any kind which Debtor may have against any tenant under the Leases or any subtenants or occupants of the Property, excepting therefrom, any sums which by the express provisions of any of the Leases are payable directly to any governmental authority or to any other person, firm or corporation other than the landlord under the Leases;

Together With all additions, accessions, replacements, substitutions, proceeds, and products of the property described herein.



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EXHIBIT B

LEGAL DESCRIPTION

Tract "D" of Sedro Woolley Short Plat No. SW-5-78, as approved June 29, 1984, and recorded June 29, 1984, in Volume 6 of Short Plats, page 162, under Auditor's File No. 8406290013, records of Skagit County, Washington; being a portion of the Northeast 1/4 of the Southeast 1/4 of Section 13, Township 35 North, Range 4 East, W.M.

Tax Parcel No.: 350413-4-002-07031; R36491

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