

UNRECORDED



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3000 First Interstate Center
999 Third Avenue
Seattle, WA 98104-4008

LAND TITLE COMPANY OF SKAGIT COUNTY 102421

Document Title	Confirmation of Security
Reference Number(s) of Related Documents	200209170101
Grantor	Sea-Van Investments Associates, a Washington general partnership
Grantee	Chinatrust Bank (U.S.A.)
Legal Description	Ptn. Lot 68, "EAGLEMONT PHASE 1A"
Additional Legal Description is on	Exhibit A
Assessor's Property Tax Parcel Account Number(s)	4621-000-068-0007

CONFIRMATION OF SECURITY
Eaglemont Phase 1A

This Confirmation relates to that certain Deed of Trust dated September 16, 2002, between Sea-Van Investments Associates, a Washington general partnership, as Grantor, Stewart Title Guaranty Company as Trustee, and Chinatrust Bank (U.S.A.) as Beneficiary, recorded in Skagit County, Washington under Recording No. 200209170101 (the "Deed of Trust"), which covers the property legally described on attached Exhibit A.

The Deed of Trust was given to secure the obligations of Grantor under the Promissory Note dated September 16, 2002, in the original principal amount of Nine Hundred Thirty Thousand and No/100 Dollars (\$930,000) (the "Note"). Grantor has requested that Beneficiary extend the maturity date as set forth in the Note. Beneficiary is willing to extend the maturity date upon receiving certain confirmations from Grantor as provided below.

NOW, THEREFORE, in consideration of the above recitals which are incorporated by this reference, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

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1. Continued Security. Grantor hereby confirms for the reliance of Beneficiary that the Deed of Trust shall continue to secure the Note without a loss of priority.

2. No Defenses, Claims or Setoffs. Grantor represents and warrants to Beneficiary that as of the date this Confirmation is signed and as of the date it is recorded it has and shall not have any defenses, claims, or rights of setoff with regard to its obligation to repay the Note, the promissory note that it amends and restates, or any of its obligations under the Amended and Restated Construction Loan Agreement and other documents relating to Grantor's construction loan with Beneficiary.

3. Representations and Warranties. As a material inducement to Beneficiary extending the maturity date of the loan, Grantor represents and warrants to Beneficiary that each of those representations and warranties stated in the Deed of Trust, and Environmental Indemnity Agreement dated the same date as the Deed of Trust, and Section 3 of the Amended and Restated Construction Loan Agreement dated the same date as the Deed of Trust (collectively, the "Loan Documents"), are true as of the date of this Confirmation, and that no default or event which would constitute a default but for the passage of time or the giving of notice or both has occurred under any of the Loan Documents prior to the date of this Confirmation.

4. Release of Beneficiary. Grantor hereby releases, acquits, and forever discharges Beneficiary, its affiliates, employees, successors, agents, assigns, representatives, attorneys, officers and directors, and each of them (collectively, "Beneficiary's Agents"), of and from any and all liability, claims, demands, damages, causes of action, defenses, counterclaims, setoffs or claims for recoupment of any nature, whether known or unknown, whether based upon contract, tort, statute or regulation, arising directly or indirectly from, or in any way related to the loan transaction memorialized in the Loan Documents.

5. Integration; Modification. This Confirmation and the documents referenced herein constitute the entire agreement between the parties with respect to the extension of the maturity date of the Deed of Trust, and shall not be amended, modified or terminated except by a writing signed by the party to be charged therewith.

6. Confirmation of Security. The Grantor and Beneficiary confirm that the legal description on Exhibit A describes the same real property that is the subject of the Deed of Trust and that the Deed of Trust created a valid first lien on the property described in Exhibit A.

7. Attorneys' Fees. In any action to interpret or enforce any provision of this Confirmation, the prevailing party shall be entitled to recover from the other party its



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reasonable attorneys' fees, including such fees in any appellate proceeding, proceeding under the bankruptcy code or receivership, in addition to all other sums provided by law.

GRANTOR ACKNOWLEDGES THAT 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.

DATED for reference purposes, September 15, 2003.

GRANTOR:

SEA-VAN INVESTMENT ASSOCIATES, a
Washington general partnership

By: Unison Development Company, a
Washington corporation, managing general
partner

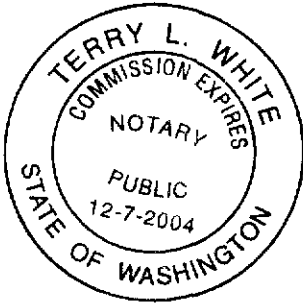
By: James Hung
James S.C. Hung, President



STATE OF WASHINGTON)
) SS:
COUNTY OF Skagit)

I certify that I know or have satisfactory evidence that James S.C. Hung is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute this instrument and acknowledged it as the President of Unison Development Company, a Washington corporation, the Managing General Partner of SEA-VAN INVESTMENT ASSOCIATES, a Washington general partnership, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED: September 15th, 2003.



Terry L. White

Print Name: Terry L. White
NOTARY PUBLIC in and for the State of
Washington, residing at Mount Vernon
My Appointment expires: 12-7-2004



EXHIBIT A

Legal Description

That portion of Lot 68, "PLAT OF EAGLEMONT PHASE 1A", as per plat recorded in Volume 15 of Plats, pages 130 through 146, inclusive, records of Skagit County, Washington, described as follows:

Beginning at the most Northerly corner of Lot 111, as shown on the "PLAT OF EAGLEMONT PHASE 1B, DIVISION 1 REPLAT OF TRACT 206 AND LOTS 69, 70 AND 71, AND A PORTION OF LOT 68 PHASE 1A," as per plat recorded on January 16, 2002, under Auditor's File No. 200201160127, said point also being on the Southeasterly right-of-way margin of Pond Drive North;

thence North 69°04'25" West along the Northeasterly boundary of said Eaglemont Phase 1B Plat, 60.00 feet to the Northwesterly margin of Pond Drive North;

thence along said Northwesterly margin North 20°55'35" East 62.84 feet to the point of curvature with a 230.00 foot radius curve to the right;

thence Northeasterly along the arc of said curve, through a central angle of 11°48'15" for an arc distance of 47.38 feet, at which point the center of said curve bears South 57°16'10" East;

thence leaving said right-of-way margin North 10°43'39" East along the Northeasterly boundary of said plat 186.96 feet;

thence continuing along said boundary North 35°56'12" West 13.72 feet;

thence North 82°42'37" West 57.36 feet;

thence leaving said plat boundary North 50°40'59" East 61.47 feet;

thence North 39°16'38" East 339.08 feet;

thence South 80°34'06" East 104.98 feet;

thence South 01°51'02" West 95.00 feet;

thence South 16°38'43" East 182.45 feet;

thence South 70°35'26" East 47.00 feet;

thence North 80°09'05" East 89.51 feet to the point of curvature with a 320.00 foot radius curve to the left;

thence Northeasterly along the arc of said curve through a central angle of 15°27'44" for an arc distance of 86.36 feet to a point of tangency;

thence North 64°41'21" East 53.15 feet to the point of curvature with a 255.00 foot radius curve to the right;

thence along the arc of said curve through a central angle of 27°13'56" for an arc distance of 121.20 feet to the point of reverse curvature with a 25.00 foot radius curve to the left;

thence along the arc of said curve through a central angle of 85°13'48" for an arc distance of 37.19 feet to the point of compound curvature with a 185.00 foot radius curve to the left;

thence along the arc of said curve through a central angle of 8°55'03" for an arc distance

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of 28.79 feet to a point of tangency;
thence North 02°13'35" West 19.44 feet;
thence North 87°46'25" East 30.00 feet;
thence North 78°01'20" East 91.32 feet;
thence South 02°13'35" East 20.69 feet;
thence South 41°11'25" East 105.45 feet;
thence South 59°09'01" East 51.49 feet;
thence South 49°31'56" West 25.00 feet;
thence South 04°36'22" East 61.70 feet;
thence South 49°31'56" West 90.00 feet;
thence North 40°28'04" West 15.38 feet;
thence South 65°16'30" West 163.76 feet;
thence North 36°19'42" West 39.47 feet;
thence North 63°41'25" West 77.50 feet;
thence South 49°34'03" West 29.21 feet;
thence South 04°32'42" East 27.88 feet;
thence South 61°56'42" West 524.32 feet;
thence North 23°21'23" West 124.94 feet;
thence North 63°16'44" West 99.14 feet to a point of curvature with a 170.00 foot radius
non-tangent curve to the left the center of which bears South 46°37'28" East;
thence Southwesterly along the arc of said curve through a central angle of 22°26'57" for
an arc distance of 66.61 feet to the point of tangency;
thence South 20°55'35" West 62.84 feet to the point of beginning.

Situate in the County of Skagit, State of Washington.

