

RETURN ADDRESS:

Horizon Bank
% Documentation Dept -
AC
2211 Rimland Dr. Suite
#230
Bellingham, WA 98226



200812030074
Skagit County Auditor

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MODIFICATION OF DEED OF TRUST

Reference # (if applicable): 200511070141 CMLBAGH12

Additional on page ____

Grantor(s):

- 1. Industrial Resources, Inc.

GUARDIAN NORTHWEST TITLE CO
ACCOMMODATION RECORDING ONLY
M4271

Grantee(s)

- 1. Horizon Bank

Legal Description: Lots 16-19, Blk. 5, Clear Lake

Additional on page ____

Assessor's Tax Parcel ID#: 4138-005-019-0005 (P74786)

THIS MODIFICATION OF DEED OF TRUST dated November 24, 2008, is made and executed between Industrial Resources, Inc.; a Washington Corporation ("Grantor") and Horizon Bank, whose address is Skagit Commercial Center, 2211 Rimland Drive, Suite 230, Bellingham, WA 98226 ("Lender").

**MODIFICATION OF DEED OF TRUST
(Continued)**

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DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated November 3, 2005 (the "Deed of Trust") which has been recorded in Skagit County, State of Washington, as follows:

Recorded November 7, 2005 under Auditor's No. 200511070141, records of Skagit County, Washington.

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in Skagit County, State of Washington:

Lots 16 to 19, Block 5 "PLAT OF CLEAR LAKE, SKAGIT COUNTY, WASHINGTON," as per plat recorded in Volume 4 of Plats, pages 22 and 23, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

The Real Property or its address is commonly known as Parcel Number 4138-005-019-0005 (P74786), Clear Lake, WA 98235. The Real Property tax identification number is 4138-005-019-0005 (P74786).

MODIFICATION. Lender and Grantor hereby modify the Deed of Trust as follows:

The Revolving Line of Credit evidenced by the Note dated October 2, 2007 in the amount of \$1,400,000.00 shall be and remain secured by this Deed of Trust.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Deed of Trust (the "Note"). It is the intention of Lender to retain as liable all parties to the Deed of Trust and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Deed of Trust does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

COUNTERPARTS. This Agreement may be executed in a number of identical counterparts and by each party on a separate counterpart. If so executed, all of such counterparts shall collectively constitute one agreement.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED NOVEMBER 24, 2008.

GRANTOR:

INDUSTRIAL RESOURCES, INC.

By: 

Harry Jay Follman, President of Industrial Resources, Inc.

LENDER:

HORIZON BANK

X 

Authorized Officer



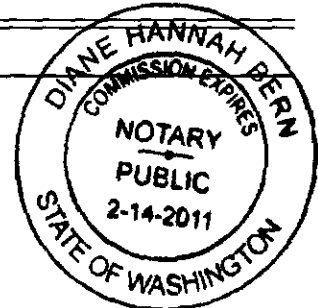
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MODIFICATION OF DEED OF TRUST
(Continued)

CORPORATE ACKNOWLEDGMENT



STATE OF Washington)
) SS
COUNTY OF Skasit)

On this 1st day of December, 20 08, before me, the undersigned Notary Public, personally appeared Harry Jay Follman, President of Industrial Resources, Inc., and personally known to me or proved to me on the basis of satisfactory evidence to be an authorized agent of the corporation that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the corporation.

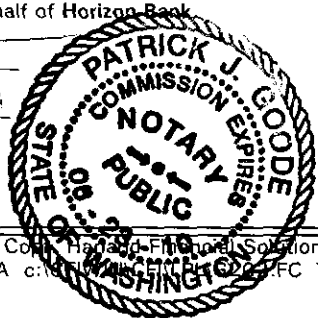
By Diane Hannah Bern Residing at Ferndale, WA
Notary Public in and for the State of WA My commission expires 2-14-2011

LENDER ACKNOWLEDGMENT

STATE OF Washington)
) SS
COUNTY OF Skasit)

On this 3rd day of December, 20 08, before me, the undersigned Notary Public, personally appeared Jim Koenig and personally known to me or proved to me on the basis of satisfactory evidence to be the Senior V.P., authorized agent for Horizon Bank that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of Horizon Bank, duly authorized by Horizon Bank through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and in fact executed this said instrument on behalf of Horizon Bank.

By Patrick J. Goode Residing at Bellingham
Notary Public in and for the State of WA My commission expires 06/27/2010



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