

RETURN ADDRESS:  
PEOPLES BANK  
MOUNT VERNON OFFICE  
1801 RIVERSIDE DRIVE  
MOUNT VERNON, WA  
98273



201405200026

Skagit County Auditor \$76.00  
5/20/2014 Page 1 of 5 11:49AM

LAND TITLE OF SKAGIT COUNTY

1345455

**MODIFICATION OF DEED OF TRUST**

Reference # (if applicable): 201107290081

Additional on page \_\_\_\_\_

Grantor(s):

- 1. HOPPER ROAD, L.L.C.

Grantee(s)

- 1. PEOPLES BANK

Legal Description: A: PTN LOTS 5 & 6, BSP 1-95; PTN NW 1/4, 8-34-4 E;  
B: PTN LOT 23, HOPPER ROAD BUSINESS PARK, REVISED

Additional on page 2

Assessor's Tax Parcel ID#: 8004-000-006-0000 P108149 AND 8025-000-023-0100 P123028



THIS MODIFICATION OF DEED OF TRUST dated May 19, 2014, is made and executed between HOPPER ROAD, L.L.C., A WASHINGTON LIMITED LIABILITY COMPANY, whose address is 245 E GEORGE HOPPER RD, BURLINGTON, WA 98233-3105 ("Grantor") and PEOPLES BANK, whose address is MOUNT VERNON OFFICE, 1801 RIVERSIDE DRIVE, MOUNT VERNON, WA 98273 ("Lender").

**MODIFICATION OF DEED OF TRUST**

Loan No: 5110195-205

(Continued)

Page 2

**DEED OF TRUST.** Lender and Grantor have entered into a Deed of Trust dated July 27, 2011 (the "Deed of Trust") which has been recorded in SKAGIT County, State of Washington, as follows:

**A DEED OF TRUST DATED JULY 27, 2011 AND RECORDED JULY 29, 2011 UNDER AUDITOR'S FILE NO. 201107290081 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:

See EXHIBIT "A", which is attached to this Modification and made a part of this Modification as if fully set forth herein.  
The Real Property or its address is commonly known as 265 E GEORGE HOPPER ROAD, BURLINGTON, WA 98233. The Real Property tax identification number is 8004-000-006-000 P108149 AND 8025-000-023-0100 P123028.

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

**ADD ADDITIONAL SWAP VERBIAGE:**

CenterState Bank of Florida N.A. d/b/a ARC Fixed Rate Provider (including its successors and assigns) ("Fixed Rate Provider") is an additional secured party under this Deed of Trust. Any of the terms Mortgagee, Beneficiary, Secured Party or other term intended to reference the entity benefiting from the security interest or lien created hereunder to secure Borrower's obligations is deemed to include Fixed Rate Provider. Any of the terms Obligations, Secured Obligations, Debt, Secured Debt or other terms intended to reference Borrower's obligations secured hereunder is deemed to include obligations owed by Borrower to Fixed Rate Provider under the Rate Conversion Agreement between Fixed Rate Provider and Borrower, dated on or about the date hereof (such agreement, as the same may be amended or modified, the "Rate Conversion Agreement").

Bank and Fixed Rate Provider have previously entered into a Master Servicing Specifying, among other things, circumstances under which Fixed Rate Provider may take over Bank's rights under the Loan, Loan Agreement or Note and with respect to collateral for Borrower's obligations thereunder and under the Rate Conversion Agreement. Until Borrower's receipt of written notice from Fixed Rate Provider, Bank will be entitled to exercise all rights of Bank and Fixed Rate Provider hereunder and all rights of Bank under the Loan, Loan Agreement or Note. Upon and after written notice from Fixed Rate Provider that Fixed Rate Provider is entitled to act with respect to the Loan, Loan Agreement or Note and the property pledged hereunder, (i) Fixed Rate Provider will be entitled to exercise all rights of Bank and Fixed Rate Provider hereunder and all rights of Bank under the Loan, Loan Agreement or Note and (ii) Borrower will comply with instructions, notices and other communications solely from Fixed Rate Provider with respect to rights of Bank and Fixed Rate Provider hereunder and rights of Bank under the Loan, Loan Agreement or Note. The relative rights and priorities as between Fixed Rate Provider and Bank with respect to the rights referred to in this paragraph will be governed by the Master Servicing Agreement.

As additional security for Borrower's obligations to Bank secured hereunder, Borrower pledges to Bank and grants Bank a first priority lien and security interest in any Early Unwind Amount (as defined in the Rate Conversion Agreement) owed to Borrower under the Rate Conversion Agreement. In the event of a default by Borrower under the Loan, Loan Agreement or Note, Borrower assigns to Bank payment of any such Early Unwind Amount. Upon written notice from Bank to Fixed Rate Provider that a default has occurred under the Loan, Loan Agreement or Note, Fixed Rate Provider will be authorized to pay such Early Unwind Amount to Bank without liability to Borrower. Any dispute on Borrower's part regarding the appropriateness of Bank's notice of default or Fixed Rate Provider's payment of the Early Unwind Amount to Bank will be addressed by Borrower to Bank, and Borrower will not seek legal or other recourse or remedy from or with respect to Fixed Rate Provider.

**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 makers, 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.

**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 MAY 19, 2014.**

**GRANTOR:**

HOPPER ROAD, L.L.C.

By: *[Signature]*  
MICHAEL V. FOHN, Manager of HOPPER ROAD, L.L.C.

**LENDER:**

PEOPLES BANK

Authorized Officer  
*[Signature]*



UNRECORDED

MODIFICATION OF DEED OF TRUST  
(Continued)

Loan No: 5110195-205

Page 3

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Washington )  
 ) SS  
COUNTY OF Skagit )

SARA PORTER  
Notary Public, State of Washington  
My Commission Expires  
March 16, 2018

On this 19 day of May, 20 14, before me, the undersigned Notary Public, personally appeared MICHAEL V. FOHN, Manager of HOPPER ROAD, L.L.C., and personally known to me or proved to me on the basis of satisfactory evidence to be a member or designated agent of the limited liability company that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, 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 limited liability company.

By Sara Porter Residing at Bellingham WA  
Notary Public in and for the State of WA My commission expires MARCH 16, 2018

LENDER ACKNOWLEDGMENT

STATE OF Washington )  
 ) SS  
COUNTY OF Skagit )

SARA PORTER  
Notary Public, State of Washington  
My Commission Expires  
March 16, 2018

On this 19 day of May, 20 14, before me, the undersigned Notary Public, personally appeared Jim Vandenberg, Senior Vice President and personally known to me or proved to me on the basis of satisfactory evidence to be the Senior Vice President, authorized agent for PEOPLES BANK that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of PEOPLES BANK, duly authorized by PEOPLES 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 PEOPLES BANK.

By Sara Porter Residing at Bellingham WA  
Notary Public in and for the State of WA My commission expires MARCH 16, 2018



DESCRIPTION:

PARCEL "A":

Lots 5 and 6 of Burlington Binding Site Plan BS 1-95, approved August 4, 1995 and recorded under Auditor's File No. 9508070045, records of Skagit County, Washington being a portion of the Northwest 1/4 of Section 8, Township 34 North, Range 4 East, W.M., EXCEPT the following described Parcels "1" and "2":

Parcel "1":

Beginning at the Southwest corner of said Lot 5;  
thence South 89°48'01" East, along the South line of said Lot 5, a distance of 20.04 feet;  
thence North 0°12'00" East, parallel with the West line of said Lot 5, a distance of 301.66 feet to the North line of said Lot 5;  
thence North 89°48'01" West, along the North line of said Lot 5, a distance of 20.04 feet to the Northwest corner of said Lot 5;  
thence South 0°12'00" West, along the West line of said Lot 5, a distance of 301.66 feet to the point of beginning.

Parcel "2":

Beginning at the Southwest corner of said Lot 5;  
thence South 89°48'01" East, along the South line of said Lot 5, a distance of 20.04 feet to the true point of beginning;  
thence North 0°12'00" East, parallel with the West line of said Lot 5, a distance of 143.96 feet;  
thence South 90°00'00" East 137.53 feet;  
thence South 1°04'28" East 144.47 feet to the South line of Lot 6 of said Binding Site Plan;  
thence North 89°48'01" West 140.74 feet to the true point of beginning.

Situate in the County of Skagit, State of Washington.

PARCEL "B":

That portion of Lot 23, "HOPPER ROAD BUSINESS PARK, REVISED BINDING SITE PLAN," recorded January 30, 2003, under Auditor's File No. 200301300162, records of Skagit County, Washington, said portion being described as follows:

Beginning at the Southwest corner of said Lot 23;  
thence South 88°50'04" East 73.70 feet along the South line of said Lot 23;  
thence North 00°26'30" West 436.53 feet;  
thence South 88°50'04" East 77.50 feet;  
thence North 41°18'33" East 14.30 feet;  
thence North 07°31'59" East 49.65 feet;  
thence North 35°53'09" East 54.41 feet;

- continued -



Schedule "A-1"

139595-S

DESCRIPTION CONTINUED:

PARCEL "B" continued:

thence South 88°50'04" East 29.00 feet to the East line of said Lot 23;  
thence Northerly along said East line on the arc of a curve to the left having a radius of 470.00 feet, the center of which is North 80°13'58" West from said initial point, through a central angle of 07°20'48", an arc distance of 60.26 feet to the Northeast corner of said Lot 23;  
thence North 88°50'04" West 232.74 feet along the North line of said Lot 23 to the Northwest corner of said Lot 23;  
thence South 00°09'29" East 601.52 feet to the point of beginning.

Situate in the County of Skagit, State of Washington.



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Skagit County Auditor

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5/20/2014 Page

5 of

5 11:49AM