

AFTER RECORDING RETURN TO:)
)
Bank of America, N.A. - Home Builder Division)
10500 Northeast 8th Street, Suite 400)
Bellevue, Washington 98004)
Attention: Loan Administration)

[space above line reserved for recorder's use]

Document Title: **MODIFICATION OF DEED OF TRUST AGREEMENT**
Grantor: **BANNER PROPERTIES, INC., a Washington corporation**
Grantee: **BANK OF AMERICA, N.A., a national banking association**
Legal Description:

Abbreviated: _____

Full Legal Description: See Schedule "A" attached

Assessor's Tax Parcel No(s): _____

Reference Nos. of Documents Modified: 2006162593, 2006162595, 2006162594 and 2006162654

Loan No. 744769-6803314
Title Co.: Clark County Title
Title Policy Nos. 00110813, 00110790, 00110791 and 00110812

MODIFICATION OF DEED OF TRUST AGREEMENT

This Modification of Deed of Trust Agreement ("Agreement"), dated this 3rd day of November, 2006, is made by **BANNER PROPERTIES, INC., a Washington corporation**, as "Grantor", whose address is 11815 N.E. 99th St., Suite 1200, Vancouver, WA 98682, OR 97221; to **PRLAP, Inc., a Washington corporation**, as "Trustee", whose address is P.O. Box 515351, Los Angeles, CA 90051-6651; for the benefit of **BANK OF AMERICA, N.A., a national banking association**, as "Beneficiary", whose address is Home Builder Division, WA3-504-04-01, 10500 N. E. 8th Street, Suite 400, Bellevue, WA 98004, Attention: Loan Administration. This Agreement is made with respect to (1) that certain Deed of Trust, Security Agreement and Fixture Filing dated August 2, 2006, executed by Grantor as grantor, to Trustee as trustee, for the benefit of Beneficiary as beneficiary which was recorded August 10, 2006 in the Official Records of Skamania County, Washington under Recording No. 2006162593, and (2) that certain Deed of Trust, Security Agreement and Fixture Filing dated August 2, 2006, executed by Grantor as grantor, to Trustee as trustee, for the benefit of Beneficiary as beneficiary which was recorded August 10, 2006 in the Official Records of Skamania County, Washington under Recording No. 2006162595, and (3) that certain Deed of Trust, Security Agreement and Fixture Filing dated August 3, 2006, executed by Grantor as grantor, to Trustee as trustee, for the benefit of Beneficiary as beneficiary which was recorded August 10, 2006 in the Official Records of Skamania County, Washington under Recording No. 2006162594, and (4) that certain Deed of Trust, Security Agreement and Fixture Filing dated August 8, 2006, executed by Grantor as grantor, to Trustee as trustee, for the benefit of Beneficiary as beneficiary which was recorded August 16, 2006 in the Official Records of Skamania County, Washington under Recording No. 2006162654 (collectively, each as previously or hereafter modified, the "Deed of Trust").

NOTICE IS HEREBY GIVEN that Grantor has executed and delivered to Beneficiary a Second Amendment to Loan Documents ("Second Amendment") and a Second Amended and Restated Promissory Note in the face amount of Twenty Million and No/100 Dollars (\$20,000,000.00) (the "Restated Note"), both of even date herewith. Pursuant to those documents and the agreements of the Borrower, Guarantor and Lender, the Deed of Trust shall secure the Restated Note and the other Loan Documents (as defined in the Second Amendment) and the Deed of Trust is therefore modified as follows:

(a) Subparagraph 3(a) on pages 2 and 3 of the Deed of Trust (the "Secured Obligations" paragraph) is amended to read:

"(a) Payment of the sum of **TWENTY MILLION AND NO/100 DOLLARS (\$20,000,000.00)** with interest thereon according to the terms of a Second Amended and Restated Promissory Note dated November

3, 2006, payable to Beneficiary or order and made by Grantor, including all renewals, amendments, modifications, restatements and extensions thereof (the "Note"). THE NOTE MAY CONTAIN PROVISIONS ALLOWING FOR THE INTEREST RATE TO BE INDEXED, ADJUSTED, RENEWED, OR RENEGOTIATED. BY THIS REFERENCE THE NOTE IS INCORPORATED IN AND MADE A PART OF THIS DEED OF TRUST AS THOUGH SET FORTH IN FULL. The Note evidences a revolving line of credit by Beneficiary to Grantor, and it is the express intent of Grantor and Beneficiary that this Deed of Trust and the estate held by the Trustee hereunder shall continue in effect notwithstanding that from time to time no Secured Obligations may exist, and shall survive as security for all new or additional Secured Obligations arising from time-to-time."

(b) Except as expressly changed herein, all terms, covenants and provisions of the Deed of Trust, as modified, and the obligations evidenced and secured thereby shall remain in full force and effect and are hereby expressly ratified and confirmed by the parties.

WASHINGTON NOTICE: ORAL AGREEMENTS, PROMISES OR COMMITMENTS TO: (1) LOAN MONEY, (2) EXTEND CREDIT, (3) MODIFY OR AMEND ANY TERMS OF THE LOAN DOCUMENTS, (4) RELEASE ANY GUARANTOR, (5) FORBEAR FROM ENFORCING REPAYMENT OF THE LOAN OR THE EXERCISE OF ANY REMEDY UNDER THE LOAN DOCUMENTS, OR (6) MAKE ANY OTHER FINANCIAL ACCOMMODATION PERTAINING TO THE LOAN ARE ALL UNENFORCEABLE UNDER WASHINGTON LAW.

GRANTOR:

BANNER PROPERTIES, INC.,
a Washington corporation

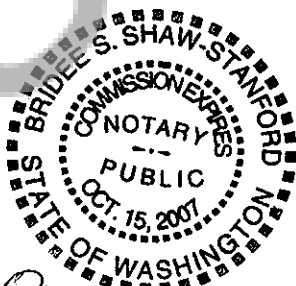
By: _____

Its: _____

STATE OF Washington)
COUNTY OF Clark) ss.

I certify that I know or have satisfactory evidence that Robert Lawson 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 the instrument and acknowledge it as the CEO of **BANNER PROPERTIES, INC., a Washington corporation** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

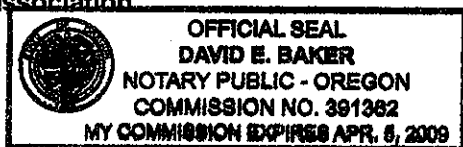
Dated: 11/14/06



Name Printed: Bridget Shaw-Stanford
Notary Public in and for the State of
Washington, residing at Clark County
My appointment expires 10/15/07

STATE OF Oregon)
COUNTY OF Multnomah) ss.

This instrument was acknowledged before me on November 15, 2006, by BRIAN A. JARCHOW as a Senior Vice President of **BANK OF AMERICA, N.A., a national banking association**



Notary Public for Oregon
My Commission Expires: 04/05/09