

Return Address

Name Miller, Mertens & Spanner, P.L.L.C.

Address 1020 N Center Parkway, Suite B

City, State, Zip Kennewick, WA 98502

A-9692
elle 545644/PW

CASCADE TITLE CO.

27

Document Title(s) (or transactions contained therein):

1. Declaration of Covenants of Quinault Properties Professional Center
- 2.
- 3.
- 4.

Reference Number(s) of Document(s) assigned or released:
(on page _____ of document(s))

Grantor(s) (Last name first, then first name and initials)

1. Quinault Properties, LLC; Anne M. Neuberger; Janice Marie Dorchak Trust
- 2.
- 3.
- 4.
5. Additional names on page _____ of document.

Grantee(s) (Last name first, then first name and initials)

1. Quinault Properties, LLC; Anne M. Neuberger; Janice Marie Dorchak Trust
- 2.
- 3.
- 4.
5. Additional names on page _____ of document.

Legal Description (abbreviated: i.e., lot, block, plat or section, township, range): Exhibit A

Additional legal is on page _____ of document.

31-9-29

Assessor's Property Tax Parcel/Account Number(s): 1-3199-100-011-022; 1-3199-100-011-023; 1-3199-100-0018-006

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

WASHINGTON STATE COUNTY AUDITOR/RECORDER'S INDEXING FORM (Cover Sheet)



CASCADE TITLE

COV

27.00

2004-002776
Pg: 2 of 9
01/27/2004 02:51P
Benton County

**DECLARATION OF COVENANTS
OF
QUINAULT PROPERTIES PROFESSIONAL CENTER**

THIS DECLARATION is made on the date hereinafter set forth by **QUINAULT PROPERTIES, LLC**, a Washington Limited Liability Company, **ANNE M. NEUBERGER**, a single individual, and the **JANICE MARIE DORCHAK TRUST**, hereinafter referred to as "Declarant" or "Developer".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the County of Benton, State of Washington, which is more particularly described in Exhibit A, which is attached hereto and incorporated herein by this reference.

WHEREAS, Declarant will convey said properties subject to certain protective covenants, conditions, restrictions, reservations, easements, rights of access, liens and charges as hereinafter set forth.

THEREFORE, Declarant hereby declares that all of the properties described in Exhibit A shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property. These easements, covenants, restrictions and conditions shall run with the real property, shall be binding on all parties having or acquiring any right, title or interest in the described properties or any part thereof, shall inure to the benefit of each owner thereof, and are in addition to any other easements, covenants, restrictions and conditions of record.

**ARTICLE I
DEFINITIONS**

Section 1.1 "Property(ies)" shall mean and refer to that certain real property described in Exhibit A and any subdivision of the same.

Section 1.2 "Lot" shall mean and refer to any plot of land shown upon any recorded short plat or subdivision of the Properties.

Section 1.3 "Declarant" shall refer to Quinault Properties, LLC, Anne M. Neuberger and the Janice Marie Dorchak Trust, their successors and assigns.

Section 1.4 "Owner" shall mean and refer to the record owner (whether one or more persons or entities) of a fee interest in any portion of the Property.

ARTICLE II

The real property that is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Benton County, Washington, and is described as follows: See, Exhibit A.

ARTICLE III
USE COVENANTS, CONDITIONS AND RESTRICTIONS

Section 3.1 Authorized Uses. The Property shall be used solely for commercial office building space.

Section 3.2 Garbage. No garbage, refuse or rubbish shall be deposited or left on the Properties unless placed in a suitable covered container. Trash and garbage containers shall not be permitted to remain in public view and shall be shielded. No incinerator shall be kept or maintained, and no burning of any trash, refuse or scrap of any kind shall be permitted.

Section 3.3 Utilities Underground. Except for hoses and the like that are reasonably necessary in connection with normal lawn maintenance and gas line and telephone building connections necessary for operation, no water pipe, sewer pipe, gas pipe, drainage pipe, telephone, power or television cable, or similar transmission line shall be installed or maintained above the surface of the ground.

Section 3.4 Mining Prohibited. No portion of the Properties shall be used for the purpose of boring, mining, quarrying or exploring for or removing oil or other hydrocarbons, minerals, gravel or earth.

Section 3.5 No Obstruction of Easements. No structure, permanent planting or other material shall be placed or permitted to remain upon a Lot, which may damage or interfere with any easement or the installation or maintenance of utilities, or which may unreasonably change, obstruct or retard direction or flow of any drainage channels.

Section 3.6 Antennae. No external television, radio, short-wave or citizens band antennae, free-standing antenna towers, satellite reception dishes or similar equipment of any kind shall be permitted in the Properties without the prior written approval of the Property Owners and without appropriate screening from the adjacent Buildings, Lots, Common Areas and public access ways.

Section 3.7 Fences; Walls; Decks. No fence, wall or deck shall be constructed on any Property without the prior written approval of the Owners of all Property. All fences, walls and decks, if approved, shall be constructed in a good and workmanlike manner of suitable materials, shall be artistic in design, and shall not detract from the aesthetic quality and enjoyment of the Properties. All wood fences must be of a "good neighbor" style (bare framework on the owner's side of the fence), or a style which completely conceals all framework. No fence or wall higher than six (6) feet shall be permitted unless required by

local planning authorities. No fence, wall or deck shall be of a height that interferes unreasonably with the view and/or privacy of any Lots.

Section 3.8 Outdoor Lighting. Outdoor lighting on Lots shall be of a type and in a location to provide illumination of specific areas and not provide general lighting. All outdoor lighting shall be screened or shielded to prevent unwanted lighting or glare on adjacent Lots.

Section 3.9 Owners' Maintenance Responsibilities. The maintenance, upkeep and repair of individual Lots shall be the sole responsibility of the individual Owners thereof. Owners shall maintain their Lots and any and all appurtenances thereto in good order, condition and repair, and in a clean, sightly and sanitary condition at all times. Without limitation as to the foregoing, each Owner shall be obligated to maintain the landscaping on his Lot in healthy and attractive state and in a manner comparable to that on the other Lots in the Properties. Each Owner shall maintain the landscaping on his Lot such that it does not interfere unreasonably with the view from any adjacent Lot or public or private open space. After a 30-day notice to an Owner from another Owner of such Owner's failure to so maintain his landscaping, the Owner giving such notice shall have the right to enforce this provision as provided herein.

Section 3.10 Weapons. No firearms of any kind or nature, including rifles, handguns, bows, slingshots, BB guns, slings, traps or any other like weapon shall be used or discharged with the Properties, except by authorized government officials. No hunting shall be permitted within the Properties.

Section 3.11 Nuisances Prohibited. No noxious or offensive trade or activity shall be conducted in any portion of the Properties, nor shall anything be done or maintained therein in derogation or violation of the laws of the State of Washington, Benton County or any other applicable governmental entity. Nothing shall be done or maintained on any portion of the Properties that may be or become an annoyance or nuisance to the neighborhood or other Owners or detract from the value of the Properties.

Section 3.12 Signage. There shall be no signage on the exterior of any building except on the entrance doors. Signage can only be maintained on monument signs of less than sixteen (16) feet in height. All signage shall be of similar design and configuration so as to harmonize with the development. One temporary real estate sign not exceeding four (4) square feet may be erected upon any parcel for sale or rental. Such temporary real estate sign must be removed upon sale or rental of the parcel.

ARTICLE IV **ENFORCEMENT**

Section 4.1 Right to Enforce. The Declarant or any Owner shall have the right to enforce, by any appropriate proceeding at law or in equity, all covenants, conditions, restrictions, reservations, liens or charges now or hereafter imposed by the provisions of this Declaration. Failure or forbearance by any person or entity so entitled to enforce the



provisions of this Declaration to pursue enforcement shall in no event be deemed a waiver of the right to do so thereafter.

Section 4.2 Remedies Cumulative. Remedies provided by this Declaration are in addition to, cumulative with, and are not in lieu of other remedies provided by law. There shall be, and there is hereby created and declared to be, a conclusive presumption that any violation or breach or attempted violation or breach of the covenants, conditions and restrictions herein cannot be adequately remedied by an action at law or exclusively by recovery of damages.

Section 4.3 Covenants Running with the Land. The covenants, conditions, restrictions, liens, easements, enjoyment rights and other provisions contained herein are intended to and shall run with the land and shall be binding upon all persons purchasing, leasing, subleasing or otherwise occupying any portion of the Properties, their heirs, executors, administrators, successors, grantees and assigns. All instruments granting or conveying any interest in any Lot and all leases or subleases shall refer to this Declaration and shall recite that it is subject to the terms hereof as if fully set forth therein. However, all terms and provisions of this Declaration are binding upon all successors in interest despite an absence of reference thereto in the instrument of conveyance, lease or sublease.

ARTICLE V
AMENDMENT AND REVOCATION

Section 5.1 Amendment by Declarant or Association. This Declaration may be amended by an instrument executed by all of the Owners of the Property.

Section 5.2 Effective Date. Amendments shall take effect only upon recording with the Office of the Benton County Auditor or any successor recording office.

ARTICLE VI
GENERAL PROVISIONS

Section 6.1 Non-Waiver. No waiver of any breach of this Declaration shall constitute a waiver of any other breach, whether of the same or any other covenant, condition or restriction.

Section 6.2 Attorney's Fees. In the event of a suit or action to enforce any provision of this Declaration, the unsuccessful party in such suit or action shall pay to the prevailing party all costs and expenses, including title reports, and all attorney's fees that the prevailing party has incurred in connection with the suit or action, in such amounts as the court may deem to be reasonable therein, and also including all costs, expenses and attorney's fees incurred in connection with any appeal from the decision of a trial court of any appellate court.

Section 6.3 Interpretation. The captions of the various articles, sections and paragraphs of this Declaration are for convenience of use and reference only and do not define,

limit augment or describe the scope, content or effect of this Declaration or any parts of this Declaration. The neuter gender includes the feminine and masculine, the masculine includes the feminine and neuter, and the feminine includes the masculine and neuter, and each includes a legal entity when the context so requires. The single number includes the plural whenever the context so requires.

Section 6.4 Severability. Invalidation of any one of these covenants, conditions, restrictions, easements or provisions by judgment or court order shall in no way affect any other of the same, all of which shall remain in full force and effect.

Section 6.5 Notices. All notices, demands or other communications ("Notices") permitted or required to be given by this Declaration shall be in writing and shall be deemed given three (3) days after the date of mailing thereof, or on the date of actual receipt, if sooner; otherwise, Notices shall be deemed given on the date of actual receipt. Notices shall be addressed to the last known address of the addressee.

Section 6.6 Applicable Law. This Declaration shall be construed in all respects under the laws of the State of Washington.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration this 26 day of January 2004.

QUINAULT PROPERTIES, LLC

By: [Signature], Member

[Signature]
ANNE M. NEUBERGER

JANICE MARIE DORCHAK TRUST

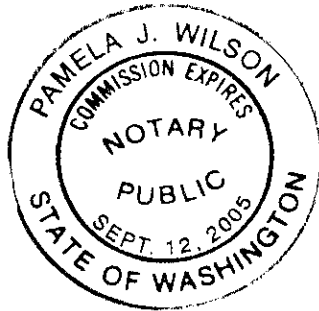
By: [Signature], Trustee

STATE OF WASHINGTON)
)
COUNTY OF BENTON)

§

On this day personally appeared before me Noem Engelhaen, to me known to be a Member of QUINAULT PROPERTIES, LLC, the limited liability company that executed the within and foregoing Declaration, and who acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company for the uses and purposes therein mentioned and, upon oath, stated that he is authorized to execute said instrument on behalf of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 26 day of January 2004.

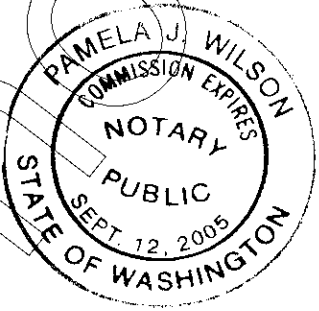


Pamela J. Wilson
NOTARY PUBLIC in and for the State of
Washington, residing at
W. Richland
My Commission Expires: 9/12/05

STATE OF WASHINGTON
COUNTY OF Benton

On this day personally appeared before me ANNE M. NEUBERGER, to me known to be the individual described in and who executed the within and foregoing RECIPROCAL EASEMENT, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 26 day of January 2004.



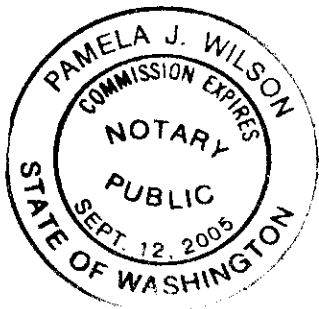
Pamela J. Wilson
NOTARY PUBLIC in and for the State of
Washington, residing at
W. Richland
My Commission Expires: 9/12/05

STATE OF WASHINGTON)
COUNTY OF Benton)

§

On this 26 day of January, 2004, personally appeared before me Walter J. Kirkpatrick, to me known to be the Trustee of the JANICE MARIE DORCHAK TRUST, the trust that executed the within and foregoing RECIPROCAL EASEMENT, and declared the same to be the free and voluntary act and deed of said trust for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute the said instrument on behalf of said trust.

WITNESS my hand and official seal hereto affixed the day and year first above written.



Pamela Wilson
NOTARY PUBLIC in and for the State of
Washington, residing at
Wichita
My Commission Expires: 9/12/05

Unofficial



EXHIBIT A Legal Description

PARCEL A:

That portion of the Northeast quarter of Section 31, Township 9 North, Range 29 East, W.M., Benton County, Washington described as follows: Beginning at the Northeast corner of a Parcel described in Auditor's File No. 98-354, records of Benton County Auditor; thence South 89°41'12" East along the South right of way line of West Quinault Avenue 160.00 feet; thence South 00°18'48" West parallel with the Easterly boundary of said Parcel 164.50 feet; thence North 89°123'18" West parallel with said South right of way line 160.00 feet; thence North 00°18'48" East along the Easterly boundary of said Parcel 163.67 feet to the Point of Beginning. Also known as Parcel 1 of Survey 2902.

PARCEL B:

That portion of the Northeast quarter of Section 31, Township 9 North, Range 29 East, W.M., Benton County, Washington, described as follows: Commencing at the Northeast corner of a Parcel described in Auditor's File No. 98-354, records of Benton County Auditor; thence South 00°18'48" West along the Easterly boundary of said Parcel 163.67 feet to the True Point of Beginning; Thence North 89°23'18" East parallel with South right of way of West Quinault Avenue, 160.00 feet; thence South 00°18'48" West parallel with the Easterly boundary of said Parcel 158.00 feet; thence North 89°41'12" West parallel with said South right of way line to the Southeast corner of said parcel; thence North 00°18'48" East along the Easterly boundary of said Parcel 158.83 feet to the True Point of Beginning; Also known as Parcel 2 of Survey 2902.

AND

That portion of the Northeast quarter of Section 31, Township 9 North, Range 29 East, W.M., City of Kennewick, Benton County, Washington, described as follows: Commencing at the Northwest corner of a Parcel described in Auditor's File No. 2001-021491, records of Benton County Auditor; thence South 00°18'48" West along Westerly boundary of said Parcel 322.50 feet to the Southwest corner of said Parcel; thence South 89°41'12" East 160.00 feet to the True Point of Beginning;

Thence South 89°41'12" East 259.16 feet to the Southwest corner of the Parcel conveyed under Auditor's File Number 91-17331; thence North 00°18'48" East along the West line of said Parcel 322.50 feet to the Northwest corner of said Parcel, said Point being a point on the South Right-of-Way line of West Quinault Avenue; thence North 89°41'12" West along said South Right-of-way line 259.16 feet; thence South 00°18'48" West 322.50 feet to the True Point of Beginning.

Containing 1.92 acres

TOGETHER WITH AND SUBJECT TO easements, reservations, covenants, and restrictions of record and in view.



When recorded return to:
Pro Center Properties
1915 Sheridan Pl
Richland, WA 99352

CASCADE TITLE CO.

D190874CH

72

Document Title (s) (or transactions contained therein):
FIRST AMENDMENT TO DECLARATION OF COVENANTS

Reference Number (s) of Documents:
2004-002776

Grantor (s) (Last name first, then first name and initials)
1. QUINAULT PROPERTIES PROFESSIONAL CENTER
2.
3.
4.

___ Additional names on page of document.

Grantee (s) (Last name first, then first name and initials)
1. PUBLIC
2.
3.
4.

___ Additional names on page of document.

Legal description (abbreviated: i.e. lot, block, plat or section, township, range)

___ Additional legal on page of document.

Assessor's Property Tax Parcel / Account Number

___ Additional on page of document.

The Auditor / Recorded will rely on the information provided on the form. The staff will not read the document to verify the accuracy of completeness of the indexing information provided herein

**FIRST AMENDMENT
TO
DECLARATION OF COVENANTS
OF
QUINAULT PROPERTIES PROFESSIONAL CENTER**

THIS FIRST AMENDMENT TO THE DECLARATION OF COVENANTS is made on the date hereinafter set forth by **JOHN and NANCY WESTFORD**, individuals, **KEVIN and SHELLY BURT**, individuals, **K J PROPERTIES, LLC**, a Washington Limited Liability Company, **PRO CENTER PROPERTIES, LLC**, a Washington Limited Liability Company, **QUINAULT INVESTMENTS, LLC**, a Washington Limited Liability Company, **KENNEWICK QUINAULT, LLC**, a Washington Limited Liability Company. hereinafter referred to as "Declarant" or "Developer".

WITNESSETH:

WHEREAS, Declarant wishes to amend the Declaration of Covenants of Quinault Properties Professional Center recorded on the 27th day of January, 2004 under Auditor's File No. 2004-002776, records of Benton County, Washington;

NOW, THEREFORE, Declarant hereby makes the following amendments to the Declaration of Covenants of Quinault Properties Professional Center:

1) Section 3.12 of **ARTICLE III, Use Covenants, Conditions and Restrictions** shall be amended to read as follows:

Section 3.12 Signage. Signage is allowed on the exterior of any building to the extent it otherwise harmonizes with the exterior of the development. Signage can also be maintained on monument signs of less than sixteen (16) feet in height. All signage shall be of similar design and configuration so as to harmonize with the development. One temporary real estate sign not exceeding four (4) square feet may be erected upon any parcel for sale or rental. Such temporary real estate sign must be removed upon sale or rental of the parcel.

2) Counterparts. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration
this 25th day of April 2011.

By: *John Westford*
JOHN WESTFORD

By: *Nancy Westford*
NANCY WESTFORD

By: *K. Burt*
KEVIN BURT

By: *Shelly Burt*
SHELLY BURT

KJ PROPERTIES, LLC

By: _____
_____, Manager/Member

PRO CENTER PROPERTIES, LLC

By: _____
_____, Manager/Member

QUINAULT INVESTMENTS, LLC

By: _____
_____, Manager/Member

QUINAULT INVESTMENTS, LLC

By: _____
_____, Manager/Member

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration
this ___ day of _____ 2011.

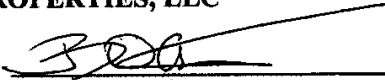
By: _____
JOHN WESTFORD

By: _____
NANCY WESTFORD

By: _____
KEVIN BURT

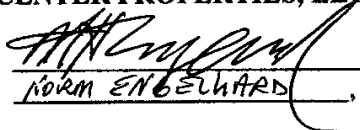
By: _____
SHELLY BURT

KJ PROPERTIES, LLC

By: 

Jerry D. Casforth, Manager/Member

PRO CENTER PROPERTIES, LLC

By: 

NORM ENGELHARD, Manager/Member

QUINAULT INVESTMENTS, LLC

By: _____
_____, Manager/Member

QUINAULT INVESTMENTS, LLC

By: _____
_____, Manager/Member

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration
this 25th day of April 2011.

By: 
JOHN WESTFORD

By: 
NANCY WESTFORD

By: 
KEVIN BURT

By: 
SHELLY BURT

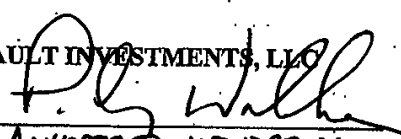
KJ PROPERTIES, LLC

By: _____
_____, Manager/Member

PRO CENTER PROPERTIES, LLC

By: _____
_____, Manager/Member

QUINAULT INVESTMENTS, LLC

By: 
~~AUTHORIZED MEMBER~~, Manager/Member

QUINAULT INVESTMENTS, LLC

By: _____
_____, Manager/Member

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration
this 25 day of April 2011.

By: 
JOHN WESTFORD

By: 
NANCY WESTFORD

By: _____
KEVIN BURT

By: _____
SHELLY BURT

KJ PROPERTIES, LLC

By: _____
_____, Manager/Member

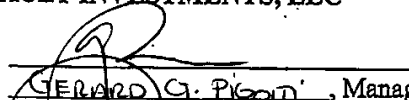
PRO CENTER PROPERTIES, LLC

By: _____
_____, Manager/Member

QUINAULT INVESTMENTS, LLC

By: _____
_____, Manager/Member

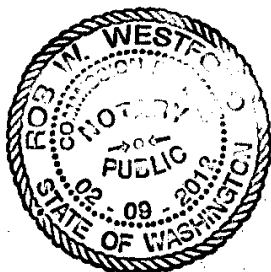
**KENNEWICK
QUINAULT INVESTMENTS, LLC**

By: 
GERARD G. PISON, Manager/Member

STATE OF WASHINGTON)
)
COUNTY OF Whatcom) §

On this day personally appeared before me JOHN WESTFORD, to me known to be the individual described in and who executed the within and foregoing First Amendment to Declaration, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposed therein mentioned.

GIVEN under my hand and official seal this 25th day of April 2011.



John W. Westford
NOTARY PUBLIC in and for the State of
Washington, residing at
Bellingham
My Commission Expires: 2/9/2012

STATE OF WASHINGTON)
)
COUNTY OF Whatcom) §

On this day personally appeared before me NANCY WESTFORD, to me known to be the individual described in and who executed the within and foregoing First Amendment to Declaration, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposed therein mentioned.

GIVEN under my hand and official seal this 25th day of April 2011.



Rob W. Westford
NOTARY PUBLIC in and for the State of
Washington, residing at
Bellingham
My Commission Expires: 2/9/2012

STATE OF WASHINGTON)
COUNTY OF BEAUFORT) §

On this day personally appeared before me KEVIN BURT, to me known to be the individual described in and who executed the within and foregoing First Amendment to Declaration, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposed therein mentioned.

GIVEN under my hand and official seal this 5 day of May
2011.



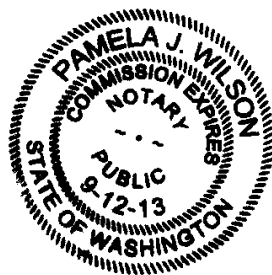
[Handwritten Signature]

NOTARY PUBLIC in and for the State of
Washington, residing at
Wichland
My Commission Expires: 9/12/13

STATE OF WASHINGTON)
COUNTY OF BEAUFORT) §

On this day personally appeared before me SHELLY BURT, to me known to be the individual described in and who executed the within and foregoing First Amendment to Declaration, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposed therein mentioned.

GIVEN under my hand and official seal this 5 day of May
2011.



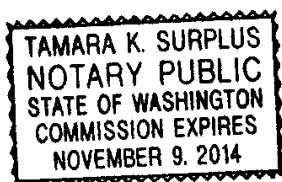
[Handwritten Signature]

NOTARY PUBLIC in and for the State of
Washington, residing at
Wichland
My Commission Expires: 9/12/13

STATE OF WASHINGTON)
) §
COUNTY OF Benton)

On this day personally appeared before me Jerry O. Lutsforth, to me known to be a Manager/Member of KJ PROPERTIES, LLC, the limited liability company that executed the within and foregoing First Amendment to Declaration, and who acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company for the uses and purposes therein mentioned and, upon oath, stated that he is authorized to execute said instrument on behalf of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 18 day of April 2011.



Tamara K. Surplus
NOTARY PUBLIC in and for the State of Washington, residing at Bickland
My Commission Expires: 11/9/2014

STATE OF WASHINGTON)
) §
COUNTY OF Benton)

On this day personally appeared before me Noem Engelhard to me known to be a Manager/Member of PRO CENTER PROPERTIES, LLC, the limited liability company that executed the within and foregoing First Amendment to Declaration, and who acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company for the uses and purposes therein mentioned and, upon oath, stated that he is authorized to execute said instrument on behalf of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 11 day of April 2011.



[Signature]
NOTARY PUBLIC in and for the State of Washington, residing at Bickland
My Commission Expires: 9/12/13

STATE OF WASHINGTON)
)
COUNTY OF BENTON) §

On this day personally appeared before me P. CRAIG WALKER to me known to be an AUTHORIZED MEMBER of QUINAULT INVESTMENTS, LLC, the limited liability company that executed the within and foregoing First Amendment to Declaration, and who acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company for the uses and purposes therein mentioned and, upon oath, stated that he is authorized to execute said instrument on behalf of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 14th day of MAY 2011.



Shea C. Meehan
NOTARY PUBLIC in and for the State of
Washington, residing at
WEST RICHLAND
My Commission Expires: 3-18-13

STATE OF WASHINGTON)
)
COUNTY OF _____) §

On this day personally appeared before me _____, to me known to be a _____ of QUINAULT INVESTMENTS, LLC, the limited liability company that executed the within and foregoing First Amendment to Declaration, and who acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company for the uses and purposes therein mentioned and, upon oath, stated that he is authorized to execute said instrument on behalf of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____ 2011.

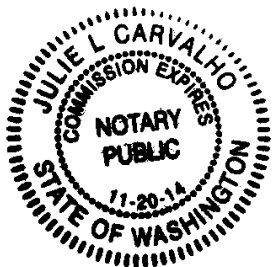
NOTARY PUBLIC in and for the State of
Washington, residing at

My Commission Expires: _____

STATE OF WASHINGTON)
COUNTY OF King : SS.

I certify that I know or have satisfactory evidence that Gerard Trogatti is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

TH IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day of May, 2011.



Julie L. Carvalho
Notary Public in and for the State of Washington, residing at Issaquah
My appointment expires: 11/20/2014

STATE OF _____)
: SS.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this day of _____, 2011.

Notary Public in and for the State of Washington, residing at _____
My appointment expires: _____