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AND AFTER RECORDING RETURN TO:**

Donald W. Jordan, Esq.  
Porter, Wright, Morris & Arthur LLP  
41 South High Street  
Columbus, OH 43215



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**ACCOMMODATION RECORDING  
DEED OF TRUST MODIFICATION AGREEMENT**

**Grantor:** SeaWend, Ltd., dba SeaWend Ltd., L.L.C.,  
an Ohio limited liability company,

**Name of Grantee (Beneficiary):** The Huntington National Bank, a national banking  
association

**Name of Trustee:** Chicago Title Insurance Company

**Legal Description** "Tract C" per Volume 14 of Plats, Pages 126 and  
127

**Assessor's Tax Parcel ID Number:** 4532-000-003-0006

**Recording Information For Original  
Deed of Trust:** Instrument No. 200304160107

**DEED OF TRUST  
MODIFICATION AGREEMENT**

THIS DEED OF TRUST MODIFICATION AGREEMENT (this "Agreement") is made as of March 19, 2010, by and between **SEAWEND, LTD.**, dba SeaWend Ltd., L.L.C., an Ohio limited liability company, ("Grantor") and **THE HUNTINGTON NATIONAL BANK**, a national banking association, in its capacity as collateral agent for itself and for Bank of America, N. A. and Wells Fargo Bank, N. A. (in such capacity, "Beneficiary").

**Recitals**

Grantor and its affiliates (collectively, the "Companies") are indebted to The Huntington National Bank, Bank of America, N. A. and Wells Fargo Bank, N. A. (collectively, the "Banks") as evidenced by: (i) a Second Amended and Restated Loan Agreement, dated as of even date herewith, by and between the Companies and the Banks (the "Loan Agreement"), which supersedes an Amended and Restated Loan Agreement, dated as of November 19, 2008 (together with any further amendments and/or restatements, collectively, the "Loan Agreement"); (ii) three Term Notes, dated as of even date herewith, aggregating the principal amount of \$14,400,000.00 (the "Acquisition Term Notes"); (iii) three Term Notes, dated as of November 19, 2008, aggregating the principal amount of \$62,610,327.19 (the "2008 Term Notes"); and (iv) three Revolving Notes, dated as of November 19, 2008, aggregating the maximum principal amount of \$4,000,000.00 (the "Revolving Notes"). The Acquisition Term Notes are evidence of new indebtedness to permit acquisition by Trident Foods II, LLC, an Ohio limited liability company, of fourteen Wendy's Old-Fashioned Hamburgers Restaurants located in the Indianapolis, Indiana metropolitan area. The 2008 Term Notes are substitute evidence of existing term indebtedness. The Revolving Notes are substitute evidence of existing revolving credit. The Acquisition Term Notes, the 2008 Term Notes and the Revolving Notes are referred to herein, collectively, as the "Notes".

As security for repayment of the existing indebtedness now evidenced by the 2008 Term Notes, Grantor executed and delivered to Chicago Title Insurance Company, as Trustee, that certain Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing, recorded as Instrument No. 200304160107 in the Recorder's Office, Skagit County, Washington (the "Deed of Trust"), encumbering real property legally described in Exhibit "A" attached hereto and made a part hereof. The Deed of Trust has been modified in that certain Amendatory Agreement, recorded in said office on October 3, 2006 as Document No. 200610030148, in order to increase the aggregate secured indebtedness from Seventy-Five Million Dollars (\$75,000,000.00) to Ninety Million Dollars (\$90,000,000.00), and in a Deed of Trust Modification Agreement, dated as of November 19, 2008, recorded as Instrument No. 200904200163.



Grantor and Beneficiary agree to further modify the Deed of Trust in order to secure the acquisition financing extended to the Companies and to reference the Notes and Loan Agreement that currently evidence the aggregate secured indebtedness.

### Agreement

1. **Recitals.** The foregoing recitals are accurate and are made a part of this Agreement.
2. **Term Notes.** All references in the Deed of Trust to "Term Note" or "Term Notes" hereafter shall mean, collectively, the Acquisition Term Notes and the 2008 Term Notes described in the first recital above.
3. **Revolving Notes.** All references in the Deed of Trust to "Revolving Note" or "Revolving Notes" hereafter shall mean the Revolving Notes described in the first recital above.
4. **Loan Agreement.** All references in the Deed of Trust to "Loan Agreement" hereafter shall mean the Loan Agreement described in the first recital above.
5. **Secured Obligations.** The grant and the description of the indebtedness and obligations, payment and performance of which are secured by the Deed of Trust, are amended and restated in their entireties as follows:

"NOW, THEREFORE, IN CONSIDERATION OF THE INDEBTEDNESS HEREIN RECITED AND IN ORDER TO SECURE TO LENDER repayment of the Indebtedness (as defined below) and also for and in consideration of the sum of Ten Dollars (\$10.00) paid by the Banks at or before the execution and delivery of these presents, the receipt thereof and legal sufficiency of which are hereby acknowledged, Grantor does hereby grant, bargain, sell, convey and assign to Trustee, its successors and assigns, **IN TRUST, WITH POWER OF SALE**, the following described real property:" **(the real property legally described on page 1 and in attached Exhibit "A")**

"This Instrument is made and intended to secure payment and performance of: (i) the Second Amended and Restated Loan Agreement, dated March 19, 2010; (ii) all indebtedness of Grantor and the other Companies to the Banks evidenced by the Term Notes, dated March 19, 2010, aggregating the principal amount of \$14,400,000.00, together with any and all renewals, extensions or modifications thereof, and substitutions therefor, either in whole or in part, collectively, the 'Acquisition Term Notes'; (iii) all indebtedness of Grantor and the other Companies to the Banks evidenced by the Term Notes, dated as of November 19, 2008, aggregating the principal amount of \$62,610,327.19, together with any and all renewals, extensions or modifications thereof, and substitutions therefor, either in whole or in part, collectively, the '2008 Term Notes'; (iv) all indebtedness of Grantor and the other Companies to the Banks evidenced by the Revolving Notes, dated as of November 19, 2008, aggregating the principal amount of \$4,000,000.00, together with



any and all renewals, extensions or modifications thereof, and substitutions therefor, either in whole or in part, collectively, the 'Revolving Notes' and together with the Acquisition Term Notes and the 2008 Term Notes, collectively, the 'Notes'); (v) all advances, if any, made by the Banks pursuant to the terms of this Instrument or the other Loan Documents (hereinafter defined); (vi) all expenses incident to the collection of the indebtedness secured by this Instrument; (vii) all duties and obligations of Grantor and the other Companies under the Loan Agreement, the Notes, the other Mortgages, this Instrument and the related loan documents (collectively, the 'Loan Documents'); (viii) all obligations incurred by Cedar or Grantor and/or any of the other Companies under the Swap Agreements or under any other agreement between Cedar, Grantor and/or the other Companies and the Banks, or any of them, or any affiliate of the Banks, now existing or hereafter entered into, which provides for an interest rate, currency, equity, credit or commodity swap, currency, option, any combination of, or option with respect to, any of the foregoing or any similar transactions, for the purpose of hedging the Companies' exposure to fluctuations in interest rates, exchange rates, currency, stock, portfolio or loan valuations or commodity prices (including any such or similar agreement or transaction entered into by the Banks or any affiliate thereof in connection with any other agreement or transaction between the Banks and Grantor and the other Companies); and (ix) all other indebtedness now or hereafter owing by Grantor and the other Companies to the Banks, however or whenever created, incurred, arising or evidenced, whether direct or indirect, primary or secondary, joint or several, absolute or contingent, and whether due or to become due, and whether from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred, and any and all renewals, extensions or modifications of said indebtedness, and substitutions for said indebtedness, either in whole or in part; all such indebtedness of Grantor and the other Companies which this Instrument is given to secure, collectively, the 'Indebtedness'."

**6. Loan Advances.** Paragraph 33 of the Deed of Trust is amended and restated as follows:

"This Instrument shall secure unpaid balances of loan advances which Banks are obligated to make to Grantor and/or to the other Companies, after this Instrument is delivered to the Recorder for record, pursuant to the provisions of the Notes and/or the Loan Agreement, whether made after a reduction to a zero or other balance. The maximum amount of the unpaid balance of loan advances funded under the Notes, in the aggregate and exclusive of interest thereon and exclusive of advances under paragraph 8 to protect the Property or the lien of this Instrument, which may be outstanding at any time is Ninety Million Dollars (\$90,000,000.00)."

**7. Effect.** Except as specifically modified in this Agreement and in any previous modifications, the Deed of Trust continues in full force and effect as originally written and nothing in this Agreement shall be deemed to affect the priority of the lien of the Deed of Trust. Grantor covenants to timely pay and perform its obligations to Banks and warrants to Banks that it has no claims, offsets or defenses to payment of the indebtedness and performance of the other obligations evidenced by the Notes and the Loan Agreement.



8. **Non-Agricultural.** The Property which is the subject matter of the Deed of Trust being modified hereunder are not used principally for agricultural purposes.

**WASHINGTON NOTICE: ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OT FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.**

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IN WITNESS WHEREOF, Grantor and Beneficiary have executed this Agreement.

**GRANTOR:**

SEAWEND, LTD., dba SeaWend Ltd., L.L.C.,  
an Ohio limited liability company

By: *James W. Evans*  
James W. Evans, President

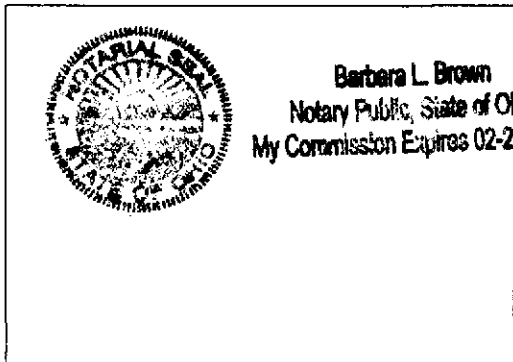
STATE OF OHIO,

COUNTY OF FRANKLIN, SS:

I certify that I know or have satisfactory evidence that the person appearing before me and making this acknowledgment is the person whose true signature appears on this document.

On this 28th day of February, 2011, before me personally appeared James W. Evans, known to me to be the President of SeaWend, Ltd., dba SeaWend Ltd., L.L.C., the limited liability company that executed the within and foregoing instrument, and 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 on oath stated that he was authorized to execute said instrument.

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



*Barbara L. Brown*

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**BENEFICIARY:**

THE HUNTINGTON NATIONAL BANK

By: *Bud Ward*  
Name: Bud Ward  
Title: Senior Vice President

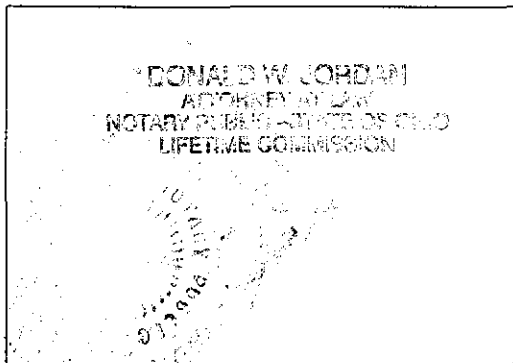
STATE OF OHIO,

COUNTY OF FRANKLIN, SS:

I certify that I know or have satisfactory evidence that the person appearing before me and making this acknowledgment is the person whose true signature appears on this document.

On this 4<sup>th</sup> day of March, 2011, before me personally appeared Bud Ward, known to me to be the Senior Vice President of The Huntington National Bank, the national banking association that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said national banking association, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

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



*Donald W. Jordan*  
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(Use this space for notarial seal stamp.)



**Exhibit "A"**

**Legal Description**

**Store No. SWL-19:**

Tract C, PLAT OF K-MART COMMERCIAL PARK, according to the plat thereof, recorded in Volume 14 of Plats, pages 126 and 127, records of Skagit County, Washington.

Situated in Skagit County, Washington

