

After Filing Return To:
Richard J. Schroeder
Davis Wright Tremaine LLP
1201 Third Avenue, Suite 2200
Seattle, Washington 98101



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Skagit County Auditor

11/29/2011 Page 1 of 9 1:29PM

CHICAGO TITLE

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MODIFICATION TO ASSIGNMENT OF RENTS AND LEASES

ACCOMMODATION RECORDING

Grantor(s):

1. STANISLAW PROPERTIES, L.L.C, a Washington limited liability company

☐ Additional names on page _____ of document

Grantee(s):

1. WELLS FARGO BANK, NATIONAL ASSOCIATION, Beneficiary
2. WELLS FARGO BANK, NATIONAL BANK, Trustee

☐ Additional names on page _____ of document

Abbreviated Legal Description (lot, block and plat name, or section-township-range):

Trs 1-3, SK SP No 11-84, Ptn E/2 SW SE 18/35/5, Ptn S/2 SW
SW SE 18/35/5, Trs 1, 3 and 4, SK SP No. 93-019

Assessor's Property Tax Parcel Account Number(s):

350518-4-029-0003 (P39412)
350518-4-031-0009 (P39415)
350518-4-024-0100 (P107869)
350518-4-024-0200 (P107872)
350518-4-024-0300 (P107870)

Reference Numbers of Documents Assigned, Released or Modified (if applicable):

200807010053

☐ Additional reference numbers on page _____ of document

MODIFICATION TO ASSIGNMENT OF RENTS AND LEASES

THIS MODIFICATION TO ASSIGNMENT OF RENTS AND LEASES ("Agreement") is made and entered into as of November 23, 2011, by and between STANISLAW PROPERTIES, L.L.C, a Washington limited liability company ("Assignor"), with administrative offices at 1476 Moore St., Sedro-Woolley, Washington 98284, and WELLS FARGO BANK, NATIONAL ASSOCIATION ("Assignee"), whose address is MAC P6478-060, 205 – 108th Ave. N.E., Suite 600, Bellevue, Washington 98004.

A. Assignor executed and delivered an Assignment of Rents and Leases dated June 30, 2008 ("Original Assignment") in favor of WELLS FARGO FINANCIAL NATIONAL, recorded July 1, 2008, under Auditor's File No. 200807010053, Records of Skagit County, Washington. This Assignment is delivered in substitution for and not in satisfaction of the Original Assignment.

B. Janicki Industries, Inc., a Washington corporation ("Borrower"), the Guarantors party thereto, Washington Federal Savings (as assignee of the Federal Deposit Insurance Corporation as Receiver for Horizon Bank) as a lender, and Wells Fargo Bank, National Association as Administrative Agent, lender, Swing Line Lender and L/C Issuer (collectively, "Existing Lenders") are parties to that certain Credit Agreement, dated as of June 30, 2008, as amended by First Amendment to Credit Agreement dated as of September 30, 2008, as amended by Second Amendment to Credit Agreement dated December 11, 2008, as amended by Third Amendment to Credit Agreement dated June 30, 2009, as amended by Fourth Amendment to Credit Agreement dated as of June 30, 2010, as amended by Fifth Amendment to Credit Agreement dated effective as of July 30, 2010, as amended by Sixth Amendment to Credit Agreement dated effective as of August 20, 2010, as amended by Seventh Amendment to Credit Agreement dated effective as of June 30, 2011 (as amended from time to time, the "Existing Credit Agreement"), pursuant to which the Lenders have made, or committed to make, revolving loans and term loans to the Borrower.

C. Pursuant to the Existing Credit Agreement, Borrower executed and delivered certain Promissory Notes: (i) Revolving Line of Credit Note dated as of June 30, 2009 in the maximum principal amount of \$10,000,000.00, in favor of Wells Fargo Bank, National Association, as amended by Amendment to Revolving Line of Credit Note dated effective as of June 30, 2010, as amended by Amendment to Revolving Line of Credit Note dated April 1, 2011, as amended by Amendment to Revolving Line of Credit Note dated August 29, 2011, as amended by Amendment to Revolving Line of Credit Note dated June 30, 2011; (iii) Promissory Note— Equipment Term Loan dated June 30, 2008 in the amount of \$6,953,869.61 in favor of Wells Fargo Bank, National Association; (iv) Promissory Note— Equipment Term Loan dated June 30, 2008 in the amount of \$5,206,130.39 in favor of Horizon Bank; (v) Promissory Note— Reducing Revolving Loan dated June 30, 2008 in the amount of \$8,006,099.89 in favor of Wells Fargo Bank, National Association; (vi) Promissory Note— Reducing Revolving Loan dated June



30, 2008 in the amount of \$5,993,900.11 in favor of Horizon Bank; (vii) Promissory Note— Sedro-Woolley Term Loan dated June 30, 2008 in the amount of \$4,860,846.36 in favor of Wells Fargo Bank, National Association; (viii) Promissory Note— Sedro-Woolley Term Loan dated June 30, 2008 in the amount of \$3,639,153.64 in favor of Horizon Bank; (ix) Promissory Note— First Hamilton Term Loan dated December 26, 2008 in the amount of \$3,145,253.53 in favor of Wells Fargo Bank, National Association; (x) Promissory Note— First Hamilton Term Loan dated December 26, 2008 in the amount of \$2,354,746.47 in favor of Horizon Bank; (xi) Promissory Note— Second Hamilton Term Loan dated December 26, 2008, by Punkin Center, L.L.C. as borrower, in the amount of \$1,315,287.84 in favor of Wells Fargo Bank, National Association; and (xii) Promissory Note— Second Hamilton Term Loan dated December 26, 2008, by Punkin Center, L.L.C. as borrower, in the amount of \$984,712.16 in favor of Horizon Bank (collectively, the “Original Notes”).

D. Wells Fargo Bank, National Association has acquired the interests of Washington Federal Savings under the Existing Credit Agreement and the Original Notes.

E. Wells Fargo Bank, National Association, as lender (“Lender”), Borrower and Guarantors and Assignor have entered into an Amended and Restated Credit Agreement dated November 23, 2011 (“Amended and Restated Credit Agreement”) in substitution and replacement of the Existing Credit Agreement.

F. Pursuant to the Amended and Restated Credit Agreement, Borrower executed and delivered to Lender certain amended and restated promissory notes in substitution for the Original Notes: (a) with respect to the (Facility A) Revolving Credit Loan, the Amended and Restated Revolving Credit Loan Note dated November 23, 2011 in the principal amount of \$12,000,000.00; (b) with respect to the (Facility B) Equipment Term Loan, the Amended and Restated Equipment Term Loan Note in the principal amount of \$28,000,000.00 dated November 23, 2011; (c) with respect to the (Facility C) Sedro-Woolley Term Loan, the Amended and Restated Sedro-Woolley Term Loan Note in the principal amount of \$7,500,000.00 dated November 23, 2011; (d) with respect to the (Facility D) Hamilton Term Loan, the Amended and Restated Hamilton Term Loan Note in the principal amount of \$7,700,000.00 dated November 23, 2011; and (e) with respect to the (Facility E) Punkin Center Term Loan, the Amended and Restated Punkin Center Term Loan Note, by Punkin Center, L.L.C. as borrower, in the principal amount of \$2,199,190.00 dated November 23, 2011 (collectively, the “Amended Notes”).

G. Pursuant to the Financing Agreement dated as of August 1, 2010 among Borrower and Wells Fargo Bank, National Association, the Continuing Covenant Agreement dated as of August 1, 2010 among Borrower and Wells Fargo Bank, National Association, the Lien Subordination Agreement dated as of August 19, 2010 among Borrower and Wells Fargo Bank, National Association, the Security Agreement dated as of August 30, 2010 among Borrower and Wells Fargo Bank, National Association, (collectively, the “Utah Bond Documents”) Borrower issued to Wells Fargo Bank, National Association the Davis County Facility Revenue Bond



(Janicki Industries Project) Series 2010 in the principal amount of \$9,400,000.00 (the "Utah Bond Financing").

H. The Assignment secures the obligation of Grantor and other parties under the Existing Credit Agreement as amended and restated by the Amended and Restated Credit Agreement, the Original Notes, as amended and restated by the Amended Notes, and the Utah Bond Financing.

I. The Amended and Restated Credit Agreement and Amended Notes are referred to collectively as the "Amendment Agreements."

J. Assignor and Assignee wish to provide general notice of the terms of the Amendment Agreements and to ratify that the Assignment remains in full force and effect, securing the obligations of Assignor hereunder, and the obligations of Assignor, Borrower and Guarantors (as defined in the Amended and Restated Credit Agreement) under the Existing Credit Agreement as amended and restated by the Amended and Restated Credit Agreement, the Original Notes, as amended and restated by the Amended Notes, and the Utah Bond Financing. Capitalized terms not otherwise defined herein have the meaning specified in the Amended and Restated Credit Agreement.

NOW, THEREFORE, in consideration of the mutual benefits to be derived herefrom it is agreed:

1. Recitals. The above recitals are true and correct and by this reference are incorporated into this Agreement.

2. Modification of Assignment. Assignor and Assignee agree that the Assignment is hereby modified as follows:

(a) The obligations secured section of the Assignment on page 2 thereof is amended and restated in its entirety to read as follows:

FOR THE PURPOSE OF SECURING (1) each agreement of Assignor set forth herein or incorporated herein by reference, including without limitation any agreements set forth in any other document or documents executed by Assignor or Janicki Industries, Inc. ("Borrower") evidencing, securing or relating to any indebtedness secured hereby, whether of even or subsequent date; (2) the principal amount of Sixty-Six Million Seven Hundred Ninety-Nine Thousand One Hundred Ninety Dollars (\$66,799,190.00), with interest thereon according to the terms of (a) Amended and Restated Revolving Credit Loan Note in the principal amount of \$12,000,000.00 dated November 23, 2011 by Borrower; (b) Amended and Restated Equipment Term Loan Note in the principal amount of \$28,000,000.00 dated November 23, 2011 by Borrower; (c) Amended and Restated Sedro-Woolley Term Loan Note in the principal amount of



\$7,500,000.00 dated November 23, 2011 by Borrower; (d) Amended and Restated Hamilton Term Loan Note in the principal amount of \$7,700,000.00 dated November 23, 2011 by Borrower; (e) Amended and Restated Punkin Center Term Loan Note, by Punkin Center, L.L.C. as borrower, in the principal amount of \$2,199,190.00 dated November 23, 2011 (collectively, the "Amended Notes") executed pursuant to the Amended and Restated Credit Agreement (defined below) payable to Assignee or order and made by Borrower or Punkin Center, L.L.C., as applicable, (f) the Davis County Facility Revenue Bond (Janicki Industries Project) Series 2010 in the principal amount of \$9,400,000.00 dated August 30, 2010; and all renewals, modifications or extensions thereof (which notes and all other notes, bond and certificates evidencing any indebtedness secured hereby are collectively referred to herein as the "Notes"); (3) payment, observance, performance and discharge of all obligations, covenants, conditions and warranties contained in that certain Amended and Restated Credit Agreement among Wells Fargo Bank, National Association as lender ("Lender"), Janicki Industries, Inc., as borrower, and Guarantors party thereto dated November 23, 2011 ("Amended and Restated Credit Agreement") and that certain deed of trust (the "Deed of Trust") by Assignor as Grantor dated June 30, 2008 as amended by Modification to Deed of Trust dated November 23, 2011 securing the Notes and granted by Assignor, recorded in the real property records of the county and state in which the Property is located, and any extensions, modifications, supplements and consolidations thereof; (4) payment of all Hedging Obligations under any Swap Contracts with Wells Fargo Bank, National Association in connection with the Notes and Loans under the Amended and Restated Credit Agreement ("Specified Swap Contracts"); and (5) payment of such further sums as may be advanced or loaned by Assignee to Borrower or Assignor, or any of its or their affiliates, subsidiaries, successors or assigns, together with interest thereon at such rate as shall be agreed upon if the note or other writing evidencing the further loan states that it is secured by this Assignment or the Deed of Trust. The Amended and Restated Credit Agreement, Amended Notes, Utah Bond Documents, Specified Swap Contracts, Deed of Trust, this Assignment and other documents identified in the Amended and Restated Credit Agreement as Loan Documents, if any, or referred to in this paragraph, are hereinafter referred to as the "Loan Documents."

(b) Section 15 of the Assignment is amended to read as follows:

Any notices, demands, requests or documents of any kind by either party hereto may desire or be required to serve or give to the other hereunder shall be given in writing and shall be deemed to have been served or given upon delivering them personally to the addressee or three (3) days after depositing a copy in the United States Mail, postage prepaid, certified or registered mail, addressed:



If to Assignor, to:

Stanislaw Properties, L.L.C.
1476 Moore St.
Sedro-Woolley, WA 98284
Attention: Kevin McGoffin

If to Assignee, to:

Wells Fargo Bank, N.A.
MAC P6478-060
205 - 108th Ave NE, Suite 600
Bellevue, WA 98004
Attention: Cheryl L. Ebner

with a copy to:

Davis Wright Tremaine LLP
1201 Third Avenue, Suite 2200
Seattle, WA 98101-3045
Attention: Richard J. Schroeder

(c) The Amended Notes are given in substitution for and not in satisfaction of the Original Notes, and the Indebtedness under the Original Notes remains outstanding.

3. Representations and Warranties. To induce Assignee to enter into this Agreement, Assignor represents and warrants:

(a) Assignor has full legal power and authority to enter into this Agreement, that all necessary consents and approvals for the execution and performance of this Agreement have been obtained, and when signed and delivered to Assignee this Agreement will be the legal, binding and enforceable obligation of Assignor.

(b) Assignor owns and is vested in title to all of the property described in the Assignment.

(c) Assignor has no defense, claim or setoff, legal or equitable, to the full payment and performance of the obligations to Assignee under the Loan Documents.



4. General.

(a) Entire Agreement. The Amendment Agreements, Utah Bond Documents, and this Agreement constitute the entire agreement between Assignor and Assignee with respect to the foregoing Modification to Assignment of Rents and Leases and shall not be amended except in writing signed by Assignee and Assignor.

(b) Endorsement. This Agreement shall be recorded in the real property records of Skagit County, and a modification endorsement, in form satisfactory to Lender, shall be added to Lender's loan policy of title insurance ("Loan Policy") for the Deed of Trust, bringing the effective date of the Loan Policy current to the effective date of this Agreement and insuring that the modifications provided for herein shall not impair the continued validity, priority and enforceability of the Assignment.

(c) Governing Law. This Agreement shall be deemed entered into in the State of Washington and shall be construed and enforced under the laws of the State of Washington.

[Signature page follows]



IN WITNESS WHEREOF, the parties have executed this Modification to Assignment of Rents and Leases as of the date first set forth above.

ASSIGNOR:

STANISLAW PROPERTIES, L.L.C, a
Washington limited liability company

By: 

Name: ROBERT JANICKI

Title: MANAGING MEMBER

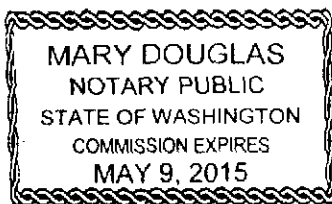
STATE OF WASHINGTON)


) ss.

COUNTY OF SKAGIT)

On this 23 day of November, 2011, before me, the undersigned Notary Public in and for the State of Washington, personally appeared ROBERT JANICKI, personally known to me (or proved to me on the basis of satisfactory evidence) to be Member of Stanislaw Properties, L.L.C., a Washington limited liability company, that executed the Modification to Assignment of Rents and Leases and acknowledged the Modification to Assignment of Rents and Leases to be the free and voluntary act and deed of said limited liability company, by the authority of its members, for the uses and purposes therein mentioned and on oath stated that he is authorized to execute this Modification to Rents and Leases and in fact executed the Modification to Assignment of Rents and Leases on behalf of the company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.




NOTARY PUBLIC in and for the State of
Washington, residing at SKAGIT COUNTY, WA
My appointment expires: MAY 9, 2015
Print Name: MARY DOUGLAS



201111290036
Skagit County Auditor

IN WITNESS WHEREOF, the parties have executed this Modification to Assignment of Rents and Leases as of the date first set forth above.

ASSIGNEE:

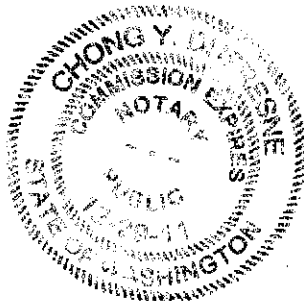
WELLS FARGO BANK,
NATIONAL ASSOCIATION

By: *Cheryl L. Ebner*
Cheryl L. Ebner
Its Vice President

STATE OF WASHINGTON)
COUNTY OF KING) ss.

On this 21 day of November, 2011, before me, the undersigned Notary Public in and for the State of Washington, personally appeared **Cheryl L. Ebner**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that she was authorized to execute the instrument, and acknowledged it as the Vice President of **WELLS FARGO BANK, NATIONAL ASSOCIATION**, to be the free and voluntary act and deed of said bank for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



WASHINGTON
NOTARY PUBLIC in and for the State of
Washington, residing at PERLEY
My appointment expires: 12-29-11
Print Name: CHONG Y. DUFRESNE



201111290036
Skagit County Auditor