

RECORDING REQUESTED BY

Wells Fargo Capital Finance, LLC., As Agent

AND WHEN RECORDED MAIL TO:

Budget Funding I, LLC
P.O. Box 64486
Los Angeles, CA 90064



Skagit County Auditor
5/28/2013 Page

1 of

\$15.00
2 9:10AM

Space above Line for Recorder's Use Only

**CORRECTION ASSIGNMENT
TO "BLANKET COLLATERAL ASSIGNMENT
OF DEEDS OF TRUST" ("Correction Assignment")**

WHEREAS, that certain Blanket Collateral Assignment of Deeds of Trust ("Collateral Assignment") made as of January 15, 2009 by Budget Funding I, a Delaware Limited Liability Company, in favor of Wells Fargo Foothill, Inc., a California corporation, as Agent, was inadvertently incorrect in terms of naming Budget Funding I, a Delaware limited liability company, as assignor, and Wells Fargo Foothill, Inc., a California corporation, as Agent, as assignee;

NOW, THEREFORE, THIS CORRECTION ASSIGNMENT is made as of March 28, 2013 by Budget Funding I, LLC, a Delaware limited liability company, and Wells Fargo Capital Finance, Inc., a California corporation f/k/a Wells Fargo Foothill, Inc., in favor of Wells Fargo Capital Finance, LLC, a Delaware limited liability company, as Agent, as follows:

1. FOR VALUE RECEIVED, each of the undersigned hereby grants, assigns, conveys and transfers to **Wells Fargo Capital Finance, LLC, a Delaware limited liability company, as Agent**, as collateral security for the performance of the Obligations (as defined in the Loan and Security Agreement described in paragraph 4 of the Collateral Assignment, as corrected hereby), all of the undersigned's interest in and to those certain Deeds of Trust referred to in that certain Blanket Collateral Assignment of Deeds of Trust ("Collateral Assignment"), recorded on 2/6/2009 as Instrument No. 200902060053 in the office of the County Recorder of Skagit, State of Washington;
2. Paragraph 4 of the Collateral Assignment is hereby deleted and replaced with the following: This Assignment is being delived pursuant to that certain Loan and Security Agreement, dated as of September 15, 2006 as amended, restated, supplemented, or otherwise modified from time to time, among Assignor, the lenders from time to time parties thereto, and Assignee, as agent;
3. Except as corrected hereby, all other provisions of the Collateral Assignment remain in full force and effect.

IN WITNESS WHEREOF, Each of the undersigned has executed this Correction Assignment as of March 28, 2013.

Budget Funding I, LLC, a Delaware limited liability company

By: [Signature]
Name: Noah Furie
Title: Executive Vice President

Wells Fargo Capital Finance, Inc., a California corporation, as Agent

By: [Signature]
Name: Tami Barrows
Title: Vice President

State of California

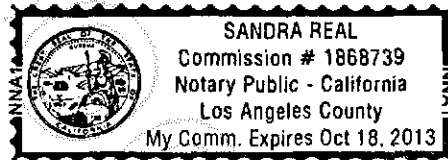
County of Los Angeles

On April 30, 2013, before me, Sandra Real, a notary public, personally appeared Noah Furie, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the entity upon behalf of which he acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

[Signature]



The State of Texas

County of Dallas

Before me, Jennifer S. Nester, on this day personally appeared Tami Barrows, known to me (or proved to me on the oath of _____ or through _____) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that s/he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 02 day of April, 2013.

[Signature]

Printed Name: Jennifer S. Nester

Notary Public for the State of Texas

My Commission Expires: 7/3/16

