

Recording Requested by
and After Recording Return to:

Wells Fargo Bank, National Association
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1700 Lincoln Street, 3rd floor
Denver, Colorado 80203
Attention: Loan Documentation



201808020079

08/02/2018 01:23 PM Pages: 1 of 9 Fees: \$107.00
Skagit County Auditor

CHICAGO TITLE
620034032

AMENDMENT TO MEMORANDUM OF LEASE

Grantor: JANICKI INDUSTRIES, INC.

Grantee: PUNKIN CENTER, L.L.C.
PUNKIN CENTER WEST, LLC

Abbreviated Legal Description: PTN N1/2 of NW1/4 14-35-6

Assessor's Tax Parcel ID#: P41176/350614-0-007-0000,
P41201/350614-2-001-0002,
P41204/350614-2-004-0009, and
P41216/350614-2-017-0004

Reference # (if applicable): 200803050083

This Amended Memorandum of Lease ("Amendment") is dated as of July 23, 2018, by and between Janicki Industries, Inc., Punkin Center, L.L.C. and Punkin Center West, LLC, hereby amends that certain Memorandum (defined below) with reference to the following:

1. Punkin Center, L.L.C., as "**Landlord**", and Janicki Industries, Inc., as "**Original Tenant**", entered into that certain agreement for commercial lease dated October 1, 2007 (the "**Lease**") pertaining to the Lessor's Property (the "**Premises**") further described on that certain Memorandum of Lease dated October 1, 2007 and recorded in the official records of Skagit County, Washington, under Auditor's File No. 200803050083 ("**Memorandum**"). For clarity, said original leasehold area is more particularly described on Exhibit B attached hereto and incorporated herein by this reference ("**Original Leasehold Area**").
2. On July 23, 2018, pursuant to a third amendment of the Lease, Original Tenant granted, transferred and assigned to Punkin Center West, LLC ("**Tenant**"), and its

and its successors and assigns, all of its right, title and interest in and to a portion of the real property encumbered by the Lease, more particularly depicted on Exhibit A attached hereto and incorporated herein by this reference, being located on a portion of tax parcel # P41204, which is a portion of Parcel A, being more particularly described on Exhibit B attached hereto and incorporated herein by this reference ("**Assigned Premises**"). Landlord consented to the assignment. The remainder of the Premises continues to be leased by Original Tenant.

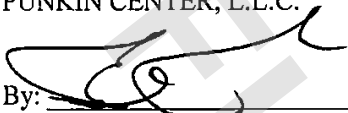
3. All terms and conditions of the Lease, as amended, are incorporated herein by reference as if fully set forth herein. This Amendment is solely for notice and recording purposes and shall not be construed to alter, modify, expand, diminish or supplement the provisions of the Lease. In the event any inconsistency exists between the provisions of this Amendment and the Lease, the provisions of the Lease shall govern.
4. This Amendment may be executed in any number of counterparts, each of which will be deemed an original, and all of which, taken together, will constitute one document.

*[Remainder of page intentionally left blank.
See following pages for signatures and notary acknowledgments.]*

IN WITNESS WHEREOF, each of the parties hereto has executed this instrument as of the date first above written.

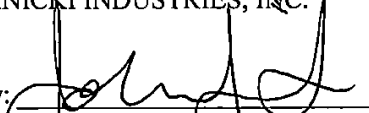
LANDLORD:

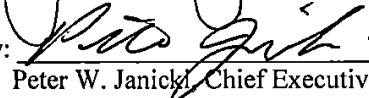
PUNKIN CENTER, L.L.C.

By: 
Robert Janicki, Member

ORIGINAL TENANT:

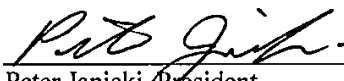
JANICKI INDUSTRIES, INC.

By: 
John P. Janicki, President

By: 
Peter W. Janicki, Chief Executive Officer

TENANT:

PUNKIN CENTER WEST, LLC

By: 
Peter Janicki, President

[See following pages for notary acknowledgments.]

STATE OF WASHINGTON)
) ss.
 COUNTY OF SKAGIT)

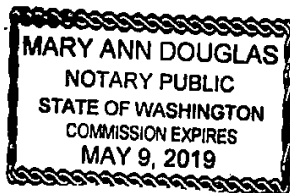
I certify that I know or have satisfactory evidence that Robert Janicki is the person who appeared before me, and said person acknowledged that he signed this Commercial Lease Agreement, on oath stated that he was authorized to execute the this instrument and acknowledged it as the authorized signing member of PUNKIN CENTER, L.L.C., to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.



Mary Ann Douglas
 Print Name: MARY ANN DOUGLAS
 NOTARY PUBLIC for the State of Washington,
 residing at SKAGIT COUNTY
 My appointment expires: MAY 9, 2019

STATE OF WASHINGTON)
) ss.
 COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that Peter Janicki is the person who appeared before me, and said person acknowledged that he signed this Commercial Lease Agreement, on oath stated that he was authorized to execute the this instrument and acknowledged it as the president of PUNKIN CENTER WEST, LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

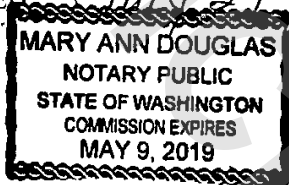


Mary Ann Douglas
 Print Name: MARY ANN DOUGLAS
 NOTARY PUBLIC for the State of Washington,
 residing at SKAGIT COUNTY
 My appointment expires: MAY 9, 2019

STATE OF WASHINGTON)
) ss.
 COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that Peter W. Janicki is the person who personally appeared before me, and said person acknowledged that he signed this instrument, and that he is authorized to execute the instrument, and acknowledged it as the Chief Executive Officer of Janicki Industries, Inc., a Washington corporation, and that he was authorized to execute the instrument and that said instrument was the free and voluntary act and deed of such parties for the uses and purposes mentioned in this instrument.

DATED: July 27, 2018



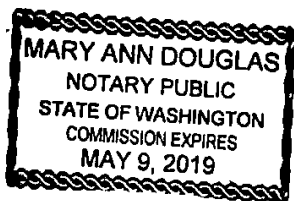
Print Name: MARY ANN DOUGLAS
 NOTARY PUBLIC for the State of Washington,
 residing at SKAGIT COUNTY

My appointment expires: MAY 9, 2019

STATE OF WASHINGTON)
) ss.
 COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that John P. Janicki is the person who personally appeared before me, and said person acknowledged that he signed this instrument, and that he is authorized to execute the instrument, and acknowledged it as the President of Janicki Industries, Inc., a Washington corporation, and that he was authorized to execute the instrument and that said instrument was the free and voluntary act and deed of such parties for the uses and purposes mentioned in this instrument.

DATED: July 27, 2018



Print Name: MARY ANN DOUGLAS
 NOTARY PUBLIC for the State of Washington,
 residing at SKAGIT COUNTY

My appointment expires: MAY 9, 2019

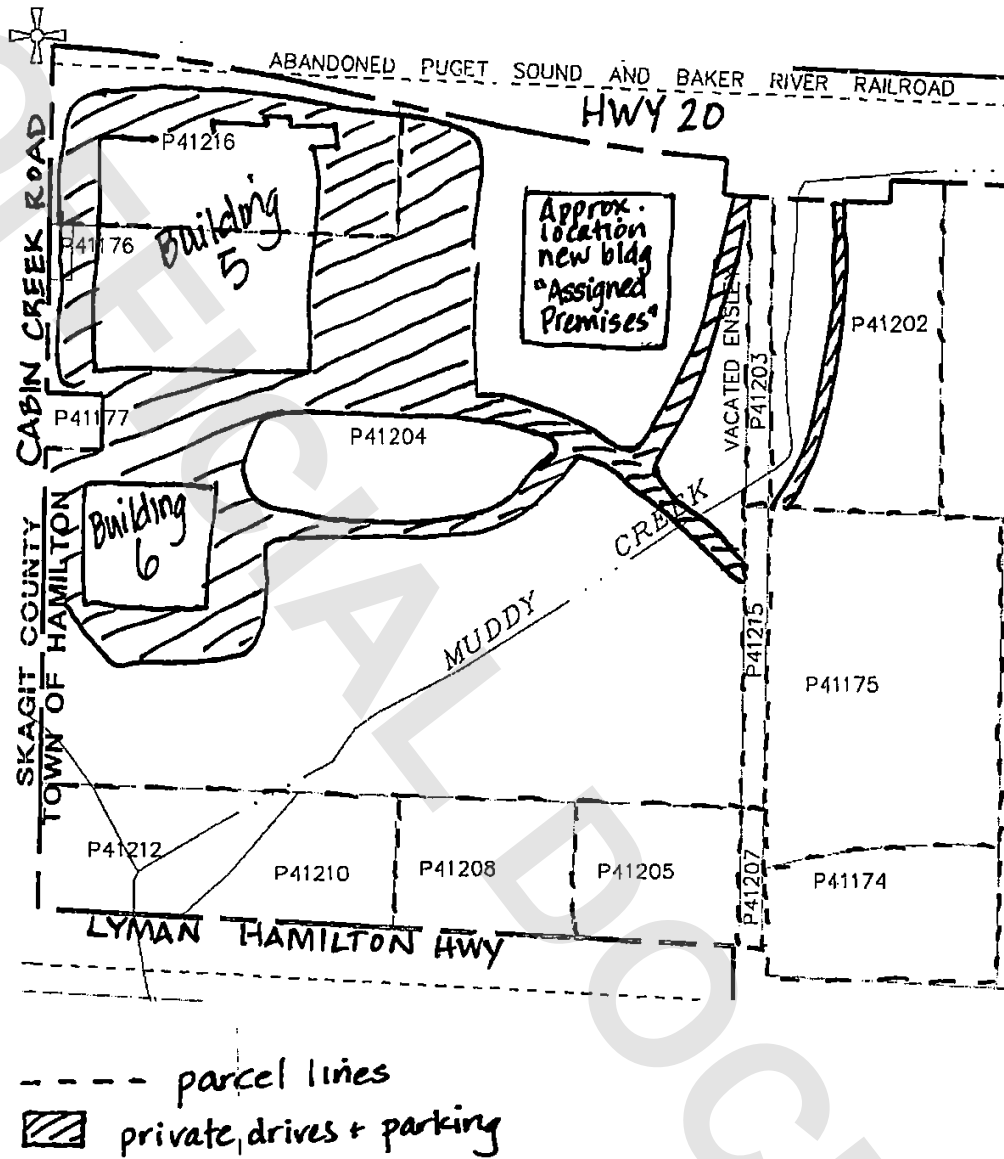


EXHIBIT B

That portion of the following described real property comprised of Skagit County tax parcels P41176/350614-0-007-0000, P41201/350614-2-001-0002, P41216/350614-2-017-0004 and that portion of P41204/350614-2-017-0004 lying North and West of Muddy Creek:

PARCEL A:

The North Half of the Northwest Quarter; and the Northwest Quarter of the Northeast Quarter of Section 14, Township 35 North, Range 6 East of the Willamette Meridian, Skagit County, Washington;

EXCEPT the following described tracts:

1. The North 50 feet thereof, as conveyed to the Puget Sound and Baker River Railroad Company, by deeds recorded in Volume 70 of deeds, Page 185, and in Volume 64 of deeds, Page 603, records of Skagit County, Washington
2. The North 15 feet of the Northeast Quarter of the Southeast Quarter of the Northwest Quarter of the Northwest Quarter
3. That portion of said property conveyed to Puget Sound Power and Light Company, a corporation, by deed dated April 3, 1957, filed April 4, 1957, under Auditor's File No. 549528, records of Skagit County, Washington, also described therein as the South 100 feet of the West 100 feet of the North 739.62 feet of that portion of the Northwest Quarter of the Northwest Quarter of said section, lying Easterly of the county road known as the Ensley Road (Cabin Creek Road) in Hamilton, Washington
4. That portion conveyed by Thomas Cook to the State of Washington by deed dated February 5, 1958, filed February 20, 1958, under Auditor's File No. 562027, records of Skagit County, Washington and recorded in Volume 292 of deeds, at Page 621, records of Skagit County, Washington
5. That portion conveyed to Skagit County, Washington, by deed dated July 7, 1962, recorded July 30, 1962, as Auditor's File No. 624432, records of Skagit County, Washington, and recorded in Volume 324 of deeds, Page 715, described as follows:

A tract of land 100 feet in width, lying 50 feet on each side of the following centerline:

Beginning at a point on the East line of said Northwest Quarter of the Northwest Quarter which 672.67 feet South of the Northeast Quarter corner thereof; thence South $56^{\circ}12'20''$

West 1706.36 feet to the West end of the State Highway Bridge and the terminal point of this line;

ALSO that portion of the Northwest Quarter of the Southwest Quarter of the Northwest Quarter of said Section 14, lying Northerly of the Great Northern Railroad right of way;

EXCEPT road rights of way;

AND EXCEPT a 50 strip North of and parallel with said Great Northern Railroad right of way;

AND ALSO EXCEPT that portion of said premises lying Westerly of Harvey Davis Creek;

AND ALSO EXCEPT that portion deeded to the State of Washington for Primary State Highway No. 16, by deed dated August 12, 1964, recorded September 21, 1964, under Auditor's File No. 656103, records of Skagit County, Washington;

6. That portion conveyed to IMC Industry Group Inc., by instrument recorded under Auditor's File No. 8610230040, records of Skagit County, Washington

7. Those portions conveyed to the State of Washington by instruments recorded under Auditor's File Nos. 562026, 654609, 659282, 659518, and 659519 records of Skagit County, Washington;

ALSO any portion thereof taken by decree of appropriation in Skagit County Superior Court Cause No. 27870;

EXCEPT any portion lying in the bed of Alder Creek and Alder Slough;

AND EXCEPT from all the above any portion lying within any Skagit County road right of way, Washington State Highway, Town of Hamilton Street or the Puget Sound and Baker River Railroad right of way.

8. That portion lying North of State Route 20.

9. Lot 1 Town of Hamilton Short Plat No. 94-01, approved February 8, 1994, and recorded February 11, 1994, in Volume 11 of Short Plats, page 58, under Auditor's File No. 9402110124, records of Skagit County, Washington; being a portion of the Northwest Quarter of the Northeast Quarter.

TOGETHER WITH that portion of vacated Ensley Road as may attach by operation of law;

Situated in Skagit County, Washington.

Memorandum of Lease

PARCEL F:

The West 70 feet of the North 100 feet of the South Half of the Northwest Quarter of the Northwest Quarter of the Northwest Quarter of Section 14, Township 35 North, Range 6 East of the Willamette Meridian, Skagit County, Washington;

EXCEPT county road.

Situated in Skagit County, Washington.