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FILED FOR RECORD AT THE REQUEST OF/RETURN TO:

Punkin Center, LLC PO Box 817 Sedro Woolley, WA 98284

Referenced Docs: AFN 200803050083

Grantor (s): PUNKIN CENTER, LLC, a Washington limited liability

company

Grantee (s): JANICKI INDUSTRIES, INC., a Washington corporation

Abbreviated Legal: N ½ of NW ¼, S14, T35N, R6E, W.M.

Assessor's Tax Parcel Nos.: 350614-2-017-0004; P41216, 350614-0-007-0000; P41176,

350614-2-004-0009; P41204

MODIFICATION OF MEMORANDUM OF LEASE

This is a Modification of that certain Memorandum of Lease, initially recorded March 5, 2008 under Skagit County Auditor's File Number 200803050083, for that certain Lease ("Lease") for real property of Grantor, which Lease is dated on or about October 1, 2007, between PUNKIN CENTER, LLC, a Washington limited liability company ("Landlord") and JANICKI INDUSTRIES, INC., a Washington corporation, ("Tenant").

- 1. <u>Purpose</u>: The parties execute this Memorandum of Lease for recording purposes only.
- 2. <u>Incorporation by Reference</u>: The parties incorporate herein by reference that certain agreement for commercial lease entered into the 1st day of October, 2007, including all amendments, extensions and modifications thereof, which lease is for an initial term of ten (10) years from October 1, 2007, with three (3) ten (10) year extensions.
- 3. <u>Description</u>: The lease is for real property commonly known as 34240 SR 20, Hamilton, Washington, and more particularly described in the attached Exhibit A, and consists of that portion of Parcel A, comprised of parcels P41216, P41176 and that portion of P41204 lying west of Muddy Creek.
 - 4. <u>Improvements</u>. Landlord consented to Tenant's construction of a manufacturing

Modification of Memorandum of Lease - 1

facility and related improvements in 2008, which improvements constitute the sole improvements on the lease premises and which improvements were constructed at the sole risk and expense of Tenant. Tenant has always been and remains the sole owner of all improvements on the lease premises. Landlord has no responsibility for construction, maintenance, repair or replacement of any of the improvements on the lease premises.

5. <u>Restrictions</u>: Tenant may not assign the lease, or any interest therein, nor let or sublet the premises, or any part thereof, or any privilege appurtenant thereto, nor permit the occupancy of use of any part thereof by any other person without the written consent of the Landlord first had and obtained, which consent shall not be unreasonably withheld.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Lease the day and year first above written.

LANDLORD

PUNKIN CENTER, LLC

. . .

ROBERT W. JANICKI, Its: Member

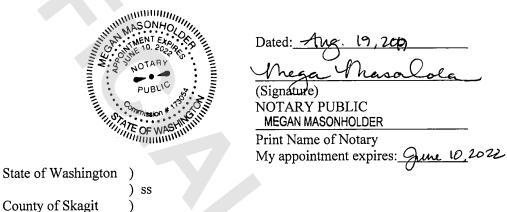
TENANT

JANICKI INDUSTRIES, INC.

JOHN P. JANICKI, Its: President

State of Washington)	
)	SS
County of Skagit)	

I certify that I know or have satisfactory evidence that ROBERT W. JANICKI is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Member of PUNKIN CENTER, LLC, a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



I certify that I know or have satisfactory evidence that JOHN P. JANICKI is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the President of JANICKI INDUSTRIES, INC., a Washington corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



Dated: Aug 19, 2019

Mean Muslow

(Signature)

NOTARY PUBLIC

MEGAN MASONHOLDER

Print Name of Notary
My appointment expires: <u>June 10</u>, 2022