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03/25/2020 04:08 PM Pages: 1 of 6 Fees: \$419.00
Skagit County Auditor

Recording Requested By,
And After Recording, Return To:
WELLS FARGO BANK,
NATIONAL ASSOCIATION
MAC C7300-033
1700 Lincoln Street, 3rd floor
Denver, Colorado 80203
Attention: Loan Documentation
General Phone Number: 303.863.5128

CHICAGO TITLE
020041720

FIRST MODIFICATION OF AMENDED AND RESTATED DEED OF TRUST
WITH ABSOLUTE ASSIGNMENT OF RENTS AND LEASES,
SECURITY AGREEMENT AND FIXTURE FILING

Grantor (Grantor): STANISLAW PROPERTIES, L.L.C.

Grantee (Beneficiary): WELLS FARGO BANK, NATIONAL ASSOCIATION

Grantee (Trustee): WELLS FARGO NATIONAL BANK WEST

f/k/a WELLS FARGO FINANCIAL NATIONAL BANK

Reference No. of Deed of Trust: 201808020085

THIS MODIFICATION (this "Modification") is entered into as of March 25, 2020, by and between STANISLAW PROPERTIES, L.L.C., a Washington limited liability company ("Grantor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION ("Beneficiary").

RECITALS

This Modification is entered into upon the basis of the following facts and understandings of the parties:

A. This Modification pertains to that certain Amended and Restated Deed of Trust and Assignment of Rents and Leases dated as of August 1, 2018, executed by Grantor to WELLS FARGO NATIONAL BANK WEST, f/k/a WELLS FARGO FINANCIAL NATIONAL BANK, as Trustee, in favor of Beneficiary, and recorded on August 2, 2018, under Recording No. 201808020085, in the Records of Skagit County, Washington ("Deed of Trust").

B. The obligations secured by the Deed of Trust have been modified, and Grantor and Beneficiary have agreed to modify the Deed of Trust to accurately reflect the obligations secured thereby.

NOW, THEREFORE, the parties hereto agree as follows:

1. Section 2.1 (b) of the Deed of Trust is hereby restated in its entirety to read:

"2.1 (b) payment to Beneficiary of all sums at any time owing and performance of all other obligations arising under or in connection with that certain promissory note dated as of September 1, 2016, in the maximum principal amount of Seven

Million Five Hundred Thousand Dollars (\$7,500,000) ("Note"), with interest as provided therein, executed by Janicki Industries, Inc. and payable to Beneficiary or its order, together with the payment and performance of any other indebtedness or obligations incurred in connection with the credit accommodation evidenced by the Note, whether or not specifically referenced therein; and"

2. The real property and the whole thereof described in the Deed of Trust shall remain subject to the lien, charge or encumbrance of the Deed of Trust and nothing herein contained or done pursuant hereto shall affect or be construed to affect the liens, charges or encumbrances of the Deed of Trust, or the priority thereof over other liens, charges or encumbrances, or to release or affect the liability of any party or parties who may now or hereafter be liable under or on account of said promissory notes and/or the Deed of Trust.

3. All terms and conditions of the Deed of Trust not expressly modified herein remain in full force and effect, without waiver or amendment. This Modification and the Deed of Trust shall be read together, as one document

[Remainder of page intentionally left blank.

See following page(s) for signature(s) and notary acknowledgment(s).]

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

IN WITNESS WHEREOF, the parties hereto have caused this Modification to be executed as of the day and year first above written.

BENEFICIARY:

WELLS FARGO BANK,
NATIONAL ASSOCIATION

By: [Signature]
Name: Lachlan Pegg
Title: Vice President

GRANTOR:

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

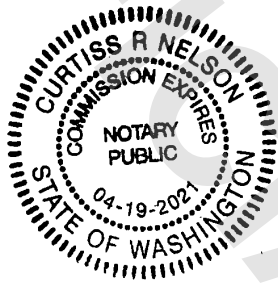
By: _____
Name: Robert Janicki
Title: Member

[Remainder of page intentionally left blank. See following page(s) for notary acknowledgment(s).]

STATE OF WASHINGTON)
COUNTY OF King) ss.

I certify that I know or have satisfactory evidence that **Lachlan Pegg** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the **Vice President of Wells Fargo Bank, National Association**, a national association, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 20th day of March, 2020.



[Signature]
Notary Public – State of Washington
My appointment expires: 04-19-2021

STATE OF WASHINGTON)
COUNTY OF _____) ss.

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 instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Member of **Stanislaw Properties, L.L.C., a Washington limited liability company**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 2020.

Notary Public – State of Washington
My Appointment Expires: _____

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IN WITNESS WHEREOF, the parties hereto have caused this Modification to be executed as of the day and year first above written.

BENEFICIARY:

WELLS FARGO BANK,
NATIONAL ASSOCIATION

By: _____
Name: Lachlan Pegg
Title: Vice President

GRANTOR:

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

By: _____
Name: Robert Janicki
Title: Member

[Remainder of page intentionally left blank. See following page(s) for notary acknowledgment(s).]

STATE OF WASHINGTON)
) ss.
 COUNTY OF _____)

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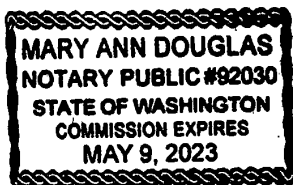
Dated this _____ day of _____, 2020.

 Notary Public – State of Washington
 My appointment expires: _____

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 instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Member of **Stanislaw Properties, L.L.C., a Washington limited liability company**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 23RD day of MARCH, 2020.



 Notary Public – State of Washington
 My Appointment Expires: MAY 9, 2023

NOTARY ACKNOWLEDGMENT
 JANICKI/STANISLAW – SEDRO WOOLEY PROPERTY
 1ST MODIFICATION OF AMENDED AND RESTATED
 DEED OF TRUST 105727.2028/7981705.1
 C-520_WA.DOC (Rev. 04/19)