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03/25/2020 04:08 PM Pages: 1 of 6 Fees: \$212.00
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
620041728

FOURTH MODIFICATION OF LEASEHOLD DEED OF TRUST AND
ASSIGNMENT OF RENTS AND LEASES

Grantor (Grantor): JANICKI INDUSTRIES, INC.

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: 200807010054

THIS MODIFICATION (this "Modification") is entered into as of March 25, 2020, by and between JANICKI INDUSTRIES, INC. ("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 Leasehold Deed of Trust, Security Agreement and Financing Statement dated as of June 30, 2008, 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 July 1, 2008, under Recording No. 200807010054, of the Records of Skagit County, Washington, as modified ("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 1.1 (a) of the Deed of Trust is hereby restated in its entirety to read:

JANICKI - 4TH MODIFICATION OF LEASEHOLD DOT
SEDRO WOOLEY PROPERTY
105727.2028/7981130.2
C-520_WA.DOC (Rev. 04/19)

-1-

"1.1 (a) 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.

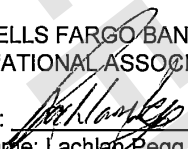
[Remainder of page intentionally left blank. See following page(s) for signature(s).]

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: 
Name: Lachlan Pegg
Title: Vice President

GRANTOR:

JANICKI INDUSTRIES, INC.

Name: Peter W. Janicki
Title: Chief Executive Officer

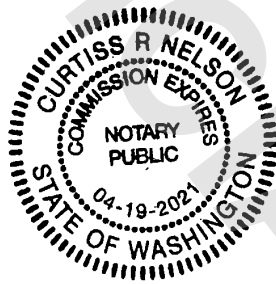
By: _____
Name: John P. Janicki
Title: President

[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.




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

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.

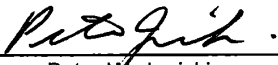
BENEFICIARY:

GRANTOR:

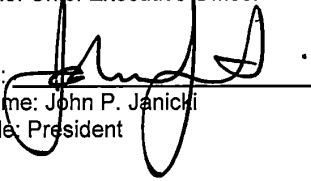
WELLS FARGO BANK,
NATIONAL ASSOCIATION

JANICKI INDUSTRIES, INC.

By: _____
Name: Lachlan Pegg
Title: Vice President



Name: Peter W. Janicki
Title: Chief Executive Officer

By: 

Name: John P. Janicki
Title: President

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

STATE OF WASHINGTON)
COUNTY OF SKAGIT) ss.

I certify that I know or have satisfactory evidence that **Peter W. 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 **Chief Executive Officer 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 this 23rd day of MARCH, 2020.

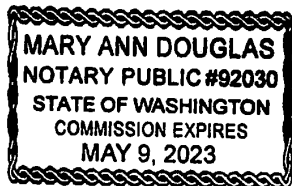


Mary Ann Douglas
Notary Public for Washington
My Appointment Expires: May 9, 2023

STATE OF WASHINGTON)
COUNTY OF SKAGIT) ss.

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 signed this instrument, on oath stated that he 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 this 23rd day of MARCH, 2020.



Mary Ann Douglas
Notary Public for Washington
My Appointment Expires: May 9, 2023