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03/25/2020 04:08 PM Pages: 1 of 6 Fees: \$108.50  
Skagit County Auditor

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

CHICAGO TITLE  
620041728

FOURTH MODIFICATION OF ASSIGNMENT OF RENTS AND LEASES

**Assignor (Grantor):** STANISLAW PROPERTIES, L.L.C.  
**Assignee (Beneficiary):** WELLS FARGO BANK, NATIONAL ASSOCIATION  
**Reference No. of Assignment:** 200807010053

THIS MODIFICATION (this "Modification") is entered into as of March 25, 2020, by and between STANISLAW PROPERTIES, L.L.C. ("Assignor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION ("Assignee").

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 Assignment of Rents and Leases dated as of June 30, 2008, executed by Assignor in favor of Assignee, and recorded on July 1, 2008, under Recording No. 200807010053, of the Records of Skagit County, Washington, as modified (the "Assignment").

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

NOW, THEREFORE, the parties hereto agree as follows:

1. The second paragraph on page 2 of the Assignment, is amended and restated in its entirety to read as follows:

"FOR THE PURPOSE OF SECURING (a) each agreement of Assignor set forth herein or incorporated by reference, including without limitation, any agreements set forth in any other document or documents executed by Assignor or Janicki Industries, Inc. (collectively, "Borrower") evidencing, securing or relating to any

indebtedness secured hereby, whether of even or subsequent date, (b) payment to Assignee 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 Assignee or its order; (c) observance, performance, and discharge of all obligations, covenants, conditions, and warranties contained in that certain Deed of Trust, Security Agreement and Financing Statement dated as of June 30, 2008, executed by Assignor, as grantor, to Wells Fargo Financial National Bank, as Trustee, in favor of Assignee, as beneficiary, and recorded on July 1, 2008, under Recording No. 200807010052, of the Records of Skagit County, Washington, as modified (the "Deed of Trust"), (d) payment of all hedging obligations under any swap contracts with Assignee in connection with the Note (the "Specified Swap Contracts"), and (e) payment of such further sums as may be advanced or loaned by Assignee to Borrower, or any of its affiliates, subsidiaries, successors or assigns, together with interest thereon at such rate as shall be agreed upon if the note or other writing evidencing the further loan states that it is secured by this Assignment or the Deed of Trust. The Note, the Deed of Trust, the Specified Swap Contracts, and this Assignment are hereinafter referred to as the "Loan Documents."

2. The real property and the whole thereof described in the Assignment shall remain subject to the lien, charge or encumbrance of the Assignment and nothing herein contained or done pursuant hereto shall affect or be construed to affect the liens, charges or encumbrances of the Assignment, 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 Assignment.

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

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

GRANTOR:

STANISLAW PROPERTIES, L.L.C.

By:   
Name: Lachlan Pegg  
Title: Vice President

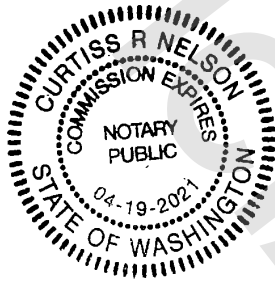
By: \_\_\_\_\_  
Name: Robert Janicki  
Title: Member

*[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 20<sup>th</sup> 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: \_\_\_\_\_

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

GRANTOR:

STANISLAW PROPERTIES, L.L.C.

By: \_\_\_\_\_  
Name: Lachlan Pegg  
Title: Vice President

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 \_\_\_\_\_ )

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.

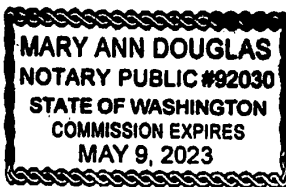
Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
 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 23<sup>RD</sup> day of MARCH, 2020.



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

NOTARY ACKNOWLEDGMENT  
 STANISLAW PROPERTIES – SEDRO WOOLEY  
 4TH MODIFICATION OF ASSIGNMENT  
 OF LEASES AND RENTS  
 105727.2028/7981376.2  
 C-520\_WA.DOC (Rev. 04/19)