

Recording Requested By,  
And After Recording, Return To:  
WELLS FARGO BANK,  
NATIONAL ASSOCIATION  
MAC T7408-01V  
4101 Wiseman Blvd  
Bldg.108, Floor 1  
San Antonio, TX 78251  
Attn: Loan Documentation

**NEGATIVE PLEDGE AGREEMENT**

**Coversheet Recording Information:**

GRANTOR (Owner):	BONUS, LLC, a Washington limited liability company
GRANTEE (Bank):	WELLS FARGO BANK, NATIONAL ASSOCIATION
ABBR. LEGAL DESCRIPTION	Ptn N 1/2, 14-35-6 E W.M. and Ptn Blks 17, 34, 35, 59 & 60, Hamilton Townsite Company's 2nd Add

The complete legal description is on Exhibit A.

ASSESSOR'S PROPERTY TAX PARCEL ACCOUNT NUMBER(S):  
APN: 350614-0-018-0007/P41181; 4116-017-019-0006/P73826; 4113-  
034-024-0007/P73754; 4113-035-017-0003/P73756; 4113-059-010-  
0000/P73770; 4113-060-024-0002/P73772; 350614-0-021-  
0200/P106003; 350614-0-021-0101/P105676; 4113-034-012-  
0001/P73753; 4113-035-003-0009/P73755; 4113-060-012-0006/P73771;  
4113-059-005-0007/P73769

1st AM

NC-1288049

This Document is recorded  
as a courtesy First American  
Title Insurance Co. assumes no  
liability for sufficiency validity  
or accuracy

## **NEGATIVE PLEDGE AGREEMENT**

This Negative Pledge Agreement is made and entered into as of March 2, 2026 (this "Agreement"), by and between WELLS FARGO BANK, NATIONAL ASSOCIATION ("Bank"), and BONUS, LLC, a Washington limited liability company ("Owner"). For and in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Parties and Purpose.** Owner is affiliated with ROBERT JANICKI, an individual ("Borrower"), and is financially interested in Borrower and will receive certain benefits as a result of the extension of credit by Bank to Borrower. Therefore, in consideration of any credit or other financial accommodation (collectively, the "Indebtedness") heretofore, now or hereafter extended or made by Bank to Borrower, and for other valuable consideration, Owner has agreed to enter into this Agreement.

2. **Property.** Owner hereby agrees that, for so long as any part of the Indebtedness remains outstanding, that it will not, without first obtaining the prior written consent of Bank, sell, assign, lease, convey, transfer, encumber, whether by mortgage, deed of trust, security interest or otherwise (except for easements, rights of way and similar rights granted in connection with the provision of utilities to the Property or in connection with any construction on the Property), or otherwise restrict the transfer, sale or encumbrance of, any of the following property (collectively, the "Property"):

(a) The real property described on Exhibit A, all rights to the alleys, streets and roads adjoining or abutting the real property, all easements, access, air and development rights, minerals and oil, gas and other hydrocarbon substances, water, water rights and water stock, and all other rights, hereditaments, privileges and appurtenances now or hereafter belonging or in any way appertaining to such real property (the "Land");

(b) All buildings, improvements and tenements now or hereafter located on the Land ("Improvements"), including, without limitation, all fixtures, articles and accessions of property attached to, or used or adapted for use in the ownership, development, operation or maintenance of the Land and Improvements;

(c) All of the present and future rents, revenues, issues, accounts, general intangibles, profits and income of the Land and Improvements, and all present and future leases and other agreements for the occupancy or use of all or any part of the Land and Improvements;

(d) All or any part of or interest in Owner's personal property or in any proceeds and products of the foregoing or any accessions to, substitutions and replacements for, the foregoing, whether now owned or hereafter acquired; and

(e) All proceeds (including claims and demands therefor) of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including, without limitation, the insurance proceeds and condemnation awards.

3. **Recording.** Bank is hereby authorized and permitted to cause this instrument to be recorded at such time and at such place as Bank, at its option, may elect.

4. Assignment. Owner hereby assigns to Bank all of Owner's present and future right, title and interest in all proceeds from the sale, transfer or refinancing of the Property, now or hereafter acquired, whether in cash, in kind, or in any other form, and the proceeds thereof as security for (a) payment and performance of the Indebtedness, now or hereafter created, and (b) payment of all costs, expenses and reasonable attorneys' fees that may be incurred and advances that may be made by Bank in connection with any of the foregoing obligations. In the event of a sale, transfer or refinance of the Property to which Bank consents, then the net proceeds of such sale, transfer or refinance shall be paid directly to Bank to be applied against the Indebtedness. Owner shall provide Bank with a copy of any closing statement relating to the sale, transfer or refinance of the Property said copy to be delivered within two days of preparation but not later than the time of closing. Owner authorizes Bank to so instruct the escrow or closing agent, and agrees that it will instruct the escrow or closing agent to pay all such funds directly to Bank.

5. Representations and Warranties of Owner. Owner represents and warrants to Bank as follows:

(a) Owner has good and marketable title to the Property, free and clear of any and all liens, except liens existing on the Property as of the date hereof and approved by Bank.

(b) Owner is a limited liability company duly organized and validly existing and in good standing under the laws of the state of Washington.

(c) The execution and delivery by Owner of this Agreement and the performance of the obligations hereunder have been duly authorized. This Agreement constitutes the legal valid and binding obligation of Owner, enforceable in accordance with their terms. The execution and delivery of this Agreement and the compliance with the provisions thereof will not conflict with or constitute a breach of, or default under, any of the provisions of any other agreement to which Owner is a party.

(d) The continued validity in all respects of the aforesaid representations and warranties shall be a condition precedent to Bank's obligation to fund the Indebtedness.

If any of the representations and warranties shall not be correct at the time the same is made or at the time a request for an advance under the Indebtedness is made, Bank will be under no obligation to make any such advance of Indebtedness.

6. Default. Any failure by Owner to comply with the terms of this Agreement shall constitute an event of default under the documents evidencing the Indebtedness and in such event Bank shall have the right in addition to such other remedies as may be available to it, to specific performance and injunctive relief enjoining such breach of this Agreement and neither Borrower nor Owner nor their respective its officers, directors, employees, agents or representatives shall urge that such remedy is not appropriate under the circumstances, it being expressly acknowledged by Owner that such action shall cause Bank irreparable damage for which legal remedies are inadequate to protect Bank.

7. Termination. This Agreement shall remain in full force and effect until the Indebtedness described above shall have been paid in full and all of Bank's commitments to lend or extend credit to Borrowers have been terminated.

8. Choice of Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Washington applicable to contracts made and performed in such state, without regard to the principles thereof regarding conflicts of laws, and any applicable laws of the United States of America, it being understood that, to the fullest extent permitted by the law of such state, the law of the State of Washington shall govern the validity and enforceability of this Agreement.

9. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, but such counterparts shall constitute one and the same instrument.

**NOTICE OF FINAL AGREEMENT: THIS NEGATIVE PLEDGE AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN OR ORAL AGREEMENTS BETWEEN THE PARTIES.**

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**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 Agreement to be executed by their duly authorized representatives.

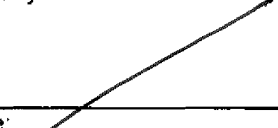
**BANK:**

WELLS FARGO BANK,  
NATIONAL ASSOCIATION

By:   
Name: Lachlan Fegg  
Title: Senior Vice President

**OWNER:**

BONUS, LLC, a Washington limited liability company

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: 3225 Woburn Street, Suite 270  
Bellingham, WA 98226

**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 Agreement to be executed by their duly authorized representatives.

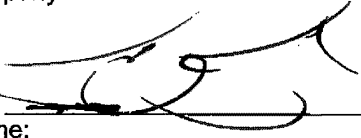
**BANK:**

WELLS FARGO BANK,  
NATIONAL ASSOCIATION

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

**OWNER:**

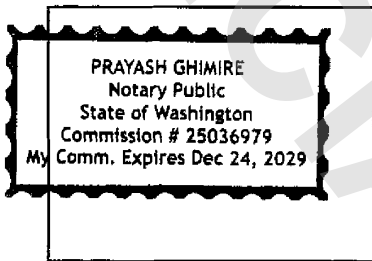
BONUS, LLC, a Washington limited liability company

By:  \_\_\_\_\_  
Name:  
Title:  
Address: 3225 Woburn Street, Suite 270  
Bellingham, WA 98226

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF King )

On this 3<sup>rd</sup> day of March, 2026, before me personally appeared Lachlan Pegg, to me known to be the Senior Vice President of WELLS FARGO BANK, NATIONAL ASSOCIATION, that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said association, for the uses and purposes therein mentioned, and on oath stated that he or she was authorized to execute said instrument and that the seal affixed is the corporate seal of said association.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.



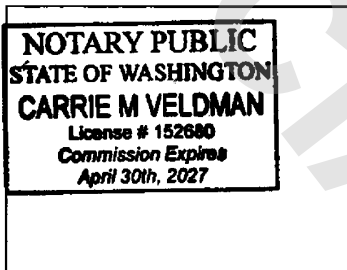
Prayash Ghimire  
(Signature of officer)  
Notary Public in and for the State of  
Washington, residing at 999 3<sup>rd</sup> ave, Seattle, wa 98104  
My commission expires: Dec 24<sup>th</sup>, 2029

(Use this space for notarial stamp/seal)

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF Whatcom )

On this 2nd day of March, 2026, before me personally appeared Rob Janiczi, to me known to be the Manager of BONUS, LLC, a Washington limited liability company, that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that he or she was authorized to execute said instrument and that the seal affixed is the corporate seal of said limited liability company.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.



Carrie Veldman  
(Signature of officer)  
Notary Public in and for the State of  
Washington, residing at Bellingham, WA  
My commission expires: 4-30-2027

(Use this space for notarial stamp/seal)

**EXHIBIT A**  
**(Description of Property)**

Exhibit A to Negative Pledge Agreement executed by WELLS FARGO BANK, NATIONAL ASSOCIATION ("Bank"), and BONUS, LLC, a Washington limited liability company ("Owner"), dated as of March 2, 2026.

PARCEL "A":

That portion of the North 1/2 of Section 14, Township 35 North, Range 6 East, W.M., described as follows:

Beginning at a point 1,189.2 feet West and 812.0 feet South of the Northeast corner of said Section 14, which point is hereinafter referred to as Point A;  
thence West 669.7 feet;  
thence South 165.2 feet, more or less, to the centerline of Alder Creek Slough, and the true point of beginning; thence West along the center of said slough, 197.0 feet;  
thence Southwesterly and Southerly along the center of said slough to the Northerly boundary of the Great Northern Railway right of way;  
thence Easterly along said right of way, 159.9 feet, more or less, to the Southwest corner of Block 59, "THE HAMILTON TOWNSITE COMPANY'S SECOND ADDITION TO THE TOWN OF HAMILTON, SKAGIT COUNTY, WASHINGTON," as per plat recorded in Volume 2 of Plats, page 60, records of Skagit County, Washington, being also a corner of that property conveyed to Sidney H. Cathey by deed dated July 10, 1937, filed September 3, 1937, under Auditor's File No. 294036 and recorded in Volume 172 of Deeds, page 527, records of Skagit County, Washington;  
thence North to an inner corner of said Cathey premises; thence South 88°19'00" East 1,127.0 feet;  
thence North 01°41'00" East 100.0 feet;  
thence South 88°19'00" East 350.0 feet to a point lying South 01°58'00" East 716.8 feet from said Point A; thence North 01°58'00" West to the centerline of Alder Creek Slough;  
thence Westerly along said centerline to the true point of beginning;

EXCEPT right of way for Pettit Street along the East line thereof;

ALSO EXCEPT that portion of said premises, if any, lying South of the South line of said premises conveyed to Sidney H. Cathey;

AND ALSO EXCEPT the Southwest 1/4 of the Northeast 1/4 of the Northeast 1/4 of said section;

AND ALSO EXCEPT those portions lying within the "CENTRAL ADDITION TO HAMILTON," as per plat recorded in Volume 2 of Plats, page 55, records of Skagit County, Washington and "THE HAMILTON TOWNSITE COMPANY'S SECOND ADDITION TO THE TOWN OF HAMILTON, SKAGIT COUNTY, WASHINGTON," as per plat recorded in Volume 2 of Plats, page 60, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

## PARCEL "B":

The East 9.9 feet of Lots 6 and 19; and all of Lots 7 through 18, inclusive, Block 17, "CENTRAL ADDITION TO HAMILTON," as per plat recorded in Volume 2 of Plats, page 55, records of Skagit County, Washington,

EXCEPT that portion, if any, lying Northwesterly of the centerline of Alder Creek Slough.

Situate in the County of Skagit, State of Washington.

## PARCEL "C":

Lots 13 through 24, inclusive, Block 34; Lots 4 through 17, inclusive, Block 35; Lots 6 through 10, inclusive, Block 59; and Lots 13 through 24, inclusive, Block 60, "THE HAMILTON TOWNSITE COMPANY'S SECOND ADDITION TO THE TOWN OF HAMILTON, SKAGIT COUNTY, WASHINGTON," as per plat recorded in Volume 2 of Plats, page 60, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

## PARCEL "D":

The Northerly 35.0 feet of Burlington Northern Railroad Company's (formerly Great Northern Railway Company), 100.0 foot wide Sedro-Woolley, to Concrete, Washington Branch Line right of way, now discontinued, being 50.0 feet wide on each side of said Railroad Company's Main Track centerline as originally located and constructed upon, over and across the North 1/2 of the Southwest 1/4 of the Northeast 1/4 and the Northeast 1/4 of the Southeast 1/4 of the Northwest 1/4 of Section 14, Township 35 North, Range 6 East, W.M., Skagit County, Washington lying between two lines drawn parallel with distant 15.0 feet and 50.0 feet Northerly, measured at right angles from said Main Track centerline bounded on the East by the West line of Pettit Street and bounded on the West by the Southerly extension of the West line of Block 17, "TOWN PLAT OF HAMILTON," as per plat recorded in Volume 1 of Plats, page 15, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

## PARCEL "E":

That portion of said Railroad Company's 250.0 foot wide Station Ground property at Hamilton, Washington located on said Branch Line right of way situated in the Northeast 1/4 of the Southwest 1/4 of the Northeast 1/4 of said Section 14, Township 35 North, Range 6 East, W.M., Skagit County, Washington, described as follows:

Beginning at the Northeast corner of Lot 3, Block 35, "THE HAMILTON TOWNSITE COMPANY'S SECOND ADDITION TO THE TOWN OF HAMILTON, SKAGIT COUNTY, WASHINGTON," as per plat recorded in Volume 2 of Plats, page 60, records of Skagit County, Washington;

thence Southerly along the East line of said Lot 3 and the Southerly extension thereof 150.0 feet to a point being 50.0 feet Northerly, as measured at right angles from said Main Track centerline;  
thence Easterly parallel with said Main Track centerline to the intersection with the Southerly extension of the West line of Pettit Street according to said plat;  
thence Northerly along said Southerly extension of the West line of Pettit Street 150 feet; thence Westerly parallel with said Main Track centerline to the point of beginning.

Situate in the County of Skagit, State of Washington.

PARCEL "F":

Lots 1 through 12, inclusive, Block 34 and Lots 1, 2 and 3, inclusive, Block 35, "THE HAMILTON TOWNSITE COMPANY'S SECOND ADDITION TO THE TOWN OF HAMILTON, SKAGIT COUNTY, WASHINGTON," as per plat recorded in Volume 2 of Plats, page 60, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

PARCEL "G":

Lots 1 through 12, inclusive, Block 60 and Lots 1, 2, 3, 4 and 5, Block 59, "THE HAMILTON TOWNSITE COMPANY'S SECOND ADDITION TO THE TOWN OF HAMILTON, SKAGIT COUNTY, WASHINGTON," as per plat recorded in Volume 2 of Plats, page 60, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.