

RETURN TO:
KEB LA Financial Corp.
777 South Figueroa Street, Suite 3000
Los Angeles, CA 90017



Skagit County Auditor \$79.00
11/27/2013 Page 1 of 8 11:48AM

LOAN MODIFICATION AND NOTE EXTENSION AGREEMENT

Auditor's Number for Deed of Trust: 200810300083

Recording Number for Addendum: 201004150057

Grantors: JON W. PRIGG and CHOM R. PRIGG, who acquired title by deed reciting: Jon W. Prigg and Chom R. Prigg, husband and wife

Beneficiary: KEB LA Financial Corp.

Grantee: LAND TITLE COMPANY OF SKAGIT COUNTY

Legal Description: Ptn Gov Lot 4, 18-35-11 E W.M. Complete legal description attached on Exhibit A

Assessor's Tax Parcel Number: P46180 and P115482

LAND TITLE OF SKAGIT COUNTY

131219-SW

This Loan Modification and Note Extension Agreement ("Agreement") is entered into effective as of November 22, 2013, by and among KEB LA FINANCIAL CORP, located at 777 S. Figueroa St., Ste. 3000, Los Angeles, CA 90017 ("Lender") and JON W. PRIGG AND CHOM R. PRIGG, at 60101 STATE ROUTE 20, MARBLEMOUNT, WA 98267 ("Borrower").

Recitals

Whereas, the Lender made a commitment in the principal amount of \$170,000.00 to Borrower pursuant to a Term Loan Agreement ("Loan Agreement") dated October 27, 2008 and a Term Note ("Note") dated October 27, 2008;

Whereas, the Loan Agreement and the Note provide for a maturity date of October 30, 2013; and

Whereas, for the purpose of securing payment under the Loan Agreement and the Note, the Borrower executed a Deed of Trust as the Grantor, the Lender, as the Beneficiary, and Land Title Company of Skagit County, as the Trustee, on October 27, 2008 ("Deed of Trust");

Whereas, the Deed of Trust was recorded on October 30, 2008 with Recording Number 200810300083 in Skagit County, Washington;

Whereas, the Borrower and the Lender has entered into an Addendum to Deed of Trust ("Addendum") dated as of December 9, 2009 and an Amendment to Term Note, Deed of Trust, Security Agreement and Loan Agreement ("Amendment") dated as of December 9, 2009;

Whereas, the Addendum was recorded on April 15, 2010, with Recording Number 201004150057 in Skagit County, Washington;

Whereas, the Borrower requested Lender to extend the maturity date of the Loan Agreement and the Note from October 30, 2013 to October 30, 2018, and the Lender agreed to do so on the terms and conditions set forth herein.

Agreement

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, the parties hereto hereby agree as follows:

1. Extended Maturity Date.

(a). Note. The Maturity Date under the Note shall be extended to October 30, 2018.

(b). Loan Agreement.

(i). Section 2.02 of the Loan Agreement shall be replaced in its entirety with the following:

"Section 2.02 Note. The Borrower's obligation to pay the principal of, and interest on, the Term Loan shall be evidenced by a promissory note (the "Note") in the original principal amount of the Term Loan, dated the Closing Date and substantially in the form of Exhibit A hereto with blanks appropriately completed in conformity herewith. The unpaid principal balance of the Note shall mature and be due and payable (subject to earlier acceleration as hereinafter provided) on October 30, 2018 (the "Term Loan Maturity Date")."

(ii). Section 3.01 of the Loan Agreement shall be replaced in its entirety with the following:

Section 3.01 Mandatory Payments of Term Loan. The Borrower shall, until payment in full of the Term Loan, repay the principal amount thereof in FIFTY NINE (59) consecutive monthly installments of \$1,060.03 each, commencing November 30, 2013 and on the 30th day of each applicable month thereafter, and a final installment in the



amount of the remaining unpaid balance of the Term Loan on the Term Loan Maturity Date.

2. Change in Default Interest.

Effective upon the Effective Date through Extended Maturity Date, the default interest rate under the Loan Agreement and the Note is amended as follows:

(a). Note. The default interest under the Note from Effective Date through Extended Maturity Date, inclusive, shall be at a rate per annum equal to FIVE percent (5.00%) in excess of the Interest Rate set forth above.

(b). Loan Agreement. Section 2.04 of the Loan Agreement shall be replaced in its entirety with the following:

“Section 2.04 Default Interest. If the Borrower shall default in the payment of the principal of or interest on the Term Loan or any other amount becoming due hereunder or in connection herewith or under any other Loan Document, by acceleration or otherwise, the Borrower shall on demand from time to time pay interest, to the extent permitted by law, on such defaulted amount from the date when due until the date of actual payment (after as well as before judgment) at a rate per annum equal to FIVE percent (5.00%) in excess of the Interest Rate set forth in Section 2.03. “

3. Late Charge. If a payment is more than one (1) day late, the Borrower will be charged FIVE percent (5.00%) of the unpaid portion of the scheduled payment.

4. Representations and Warranties. In order to induce Lender to enter into this Agreement, the Borrower makes, as of the date of this Agreement, all of the representations and warranties set forth in Article V of the Loan Agreement.

5. Further Assurances. Each party to this Agreement shall perform any and all acts and execute and deliver any and all documents as may be necessary and proper under the circumstances in order to accomplish the intents and purposes of this Agreement and to carry out its provisions, including, but not limited to, execution of financing statements to extend the security interest provided in the Loan Documents.

6. Effective Date. The effective date of this Agreement is October 30, 2013.

7. Effectiveness of Prior Documents. Except as specifically amended hereby, the Loan Agreement, the Note, Amendment, Addendum and the other Loan Documents the, shall remain in full force and effect in accordance with their respective terms. All warranties and representations contained in the Note, Loan Agreement, Amendment, Addendum and the other Loan Documents are hereby reconfirmed as of the date hereof. All collateral previously provided to secure the Loan Agreement and/or Note continues as security, and all guaranties guaranteeing obligations under the Loan Documents remain in full force and effect. This is an amendment, not a novation. Borrower agrees that Borrower has no defenses, setoffs, counterclaims or claims for recoupment against the indebtedness and obligations represented by the Note, Loan Agreement, Amendment, Addendum, and other Loan Documents.



8. No Other Changes. All other terms of the Note and the Loan Agreement, including the exhibits and agreements referenced therein or included therewith, shall remain the same. All capitalized terms, not defined herein, shall have the meaning set forth in the Loan Documents.

9. No Waiver of Defaults; Warranties. This Agreement shall not be construed as or be deemed to be a waiver by the Lender of existing defaults by the Borrower, whether known or undiscovered. All agreements, representations and warranties made herein shall survive the execution of this Amendment.

10. Counterparts and Facsimile Transmission. This Agreement may be executed in counterparts, each of which shall be deemed an original instrument. Facsimile transmissions of any signed original document, or transmission of any signed facsimile document, shall be the same as delivery of an executed original. At the request of any of the parties, the parties will confirm facsimile transmission signatures by signing and delivering an original document.

11. Authorization. The Borrower represents and warrants that the execution, delivery and performance of this Agreement and the documents referenced herein are within the authority of the Borrower and have been duly authorized by all necessary action.

12. Entire Agreement. This Agreement (and any attached exhibits) contains the entire agreement and understanding of the parties with respect to the entire subject matter hereof, and there are no representations, inducements, promises, or agreements, oral or otherwise, not embodied herein. Any and all prior discussions, negotiations, commitments, and understandings relating thereto are merged herein. There is no condition precedent to the effectiveness of this Agreement other than as stated herein, and there are no related collateral agreements existing between the parties that are not referenced herein.

THE UNDERSIGNED ACKNOWLEDGE AND AGREE THAT ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

[Signature page to follow]



Made effective as of the Effective Date.

LENDER:

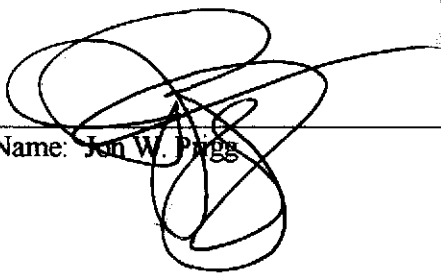
KEB LA Financial Corp.

Name: SEOCKJOO YUNE
Title: Senior Vice President

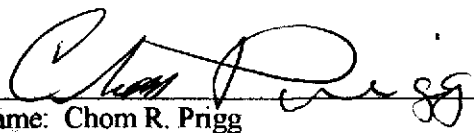
On Behalf of
SAMMOON KIM
President & CEO
KEB LA Financial Corporation

BORROWER:

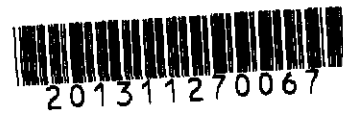
JON W. PRIGG AND CHOM R. PRIGG



Name: Jon W. Prigg



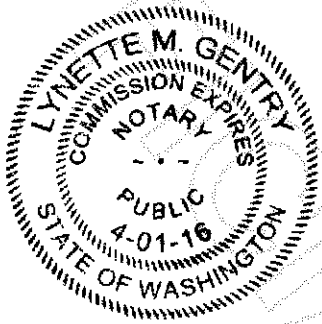
Name: Chom R. Prigg



State of Washington)
) ss
County of Skagit)

On this day personally appeared before me JON W. PRIGG AND CHOM R. PRIGG, to me known to be individuals that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said individuals, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the same instrument.

Witness my hand and official seal hereto affixed this 25 day of November, 2013.



Lynette M Gentry
Name: Lynette M Gentry
Notary Public in and for the State of WA
Residing in Concrete, WA
My commission expires 4-1-16



Made effective as of the Effective Date.

LENDER:

KEB LA Financial Corp.



Name: SEOCKJOO YUNE
Title: Senior Vice President

On Behalf of
SAMMOON KIM
President & CEO
KEB LA Financial Corporation

BORROWER:

JON W. PRIGG AND CHOM R. PRIGG

Name: Jon W. Prigg

Name: Chom R. Prigg



California All-Purpose Acknowledgment

State of California

County of Los Angeles

s.s.

On Nov. 22, 2013 before me, Katie K. Chang, Notary Public
Name of Notary Public, Title

personally appeared Seockja Yune
Name of Signer (1)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]
Signature of Notary Public



Seal

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Loan Modification & Note Extension

containing 5 pages, and dated Nov. 22, 2013.

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-fact
- Corporate Officer(s) SVP
Title(s)

- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: _____

representing: KEB LA Financial Corp.
Name(s) of Person(s) Entity(ies) Signer is Representing

| Additional Information | |
|---|---|
| Method of Signer Identification | |
| Proved to me on the basis of satisfactory evidence: | |
| <input type="checkbox"/> form(s) of identification | <input type="checkbox"/> credible witness(es) |
| Notarial event is detailed in notary journal on: | |
| Page # _____ | Entry # _____ |
| Notary contact: _____ | |
| Other | |
| <input type="checkbox"/> Additional Signer | <input type="checkbox"/> Signer(s) Thumbprints(s) |
| <input type="checkbox"/> | _____ |



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