

When recorded, return to:
Grupa Fiducia, LLC
P.O. Box 795
Modesto, CA 95353

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Lena Thompson
DATE 01/24/2023



HILARY S. FRANZ
COMMISSIONER OF PUBLIC LANDS

CONSENT TO ASSIGNMENT OF LEASE FOR SECURITY PURPOSES

Lease No. 22-A02695

Grantor: Washington State Department of Natural Resources
Grantee(s): SaviBank; Grupa Fiducia, LLC
Legal Description: NW ¼ SE ¼, Section 36, Township 34 North, Range 2 East, W.M.
Auditor Reference Number(s): 201710050012, 202012070150
Assessor's Property Tax Parcel or Account Number: Not Applicable
Assessor's Property Tax Parcel or Account Number for Upland parcel used in conjunction with this lease: P74458

THIS CONSENT TO ASSIGNMENT OF LEASE FOR SECURITY PURPOSES (this "Consent") is made by and between the STATE OF WASHINGTON, acting through the Department of Natural Resources ("State"), and GRUPA FIDUCIA, LLC, a California limited liability company ("Tenant"), and SaviBank, a Washington bank corporation ("Lender").

BACKGROUND

- A. Lease No. 22-A02695 was entered into on the 27th day of October, 2020, by and between Grupa Fiducia, LLC and State, and recorded with the Skagit County Auditor's Office under Auditor's File Number 202012070150 (the "Lease"). The Commencement Date of the Lease is November 1st, 2020 and the Termination Date of the Lease, unless terminated sooner under the terms of the Lease, is October 31st, 2050.

- B. The Lease is for the Property legally described in Exhibit A to the Lease.
- C. The term "Lease" in this Consent includes all amendments to the Lease entered into previous to the date of this Consent.
- D. Pursuant to a certain Promissory Note dated, January 18th, 2023, Lender has agreed to make a loan to Tenant in the amount of Seven Hundred and Seventy Five Thousand Dollars (\$775,000.00) (the "Loan"). Part of the security for payment of the Loan is an assignment of the Lease. The Lease prohibits such an assignment without State's consent. State is willing to give its consent based upon the assurances and agreements made in this Agreement.
- E. Capitalized terms in this Consent that are not expressly defined herein have the meaning assigned to them in the Lease.

Therefore, the parties agree as follows:

SECTION 1 TENANT'S REPRESENTATIONS

Tenant represents and warrants to State and to Lender that:

- (a) the Lease is in full force and effect,
- (b) Tenant is not in default or breach of the Lease,
- (c) Tenant has no knowledge of any claims, offsets, or defenses under the Lease or against State,
- (d) the rents due subsequent to this Consent have not been paid in advance,
- (e) to the best of Tenant's knowledge, the Property, which is described in the Lease, is in full compliance with all applicable federal, state, and local governmental permits, rules, ordinances, and laws.

Tenant shall defend, indemnify, and hold harmless State from any breach of the foregoing warranties and from any claims or causes of action, known or unknown, of Tenant that have or may arise from circumstances that precede this Consent.

SECTION 2 STATE CONSENTS TO THE ASSIGNMENT OF THE LEASE FOR SECURITY PURPOSES

Subject to the conditions of this Consent, State consents to: (1) the execution and delivery by Tenant of a deed of trust ("Security Instrument") to Lender, pursuant to which Tenant will grant a security lien on all of its right, title, and interest in and to the Lease and the leasehold estate in the Property, (2) the assignment of the Lease to Lender upon foreclosure under the Security Instrument, and (3) assignment of the Lease to Lender in lieu of foreclosure under the Security Instrument. State is not consenting to any other assignment of the Lease.

State is not consenting to any lien against the State of Washington's fee simple or reversionary interest in the Property or any Improvement thereon owned by the State of Washington. Further, State is not disclaiming, waiving, or subordinating any of its interests in the Property, Improvements located on the Property, or Personal Property located on the Property.

Any Security Instrument shall contain a statement that Lender is disclaiming any interest or lien against the State of Washington's fee simple and reversionary interest in the Property and any Improvement thereon owned by the State of Washington. The statement shall further provide that State shall have no liability whatsoever in connection with such Security Instrument or the instruments and obligation secured by such Security Instrument.

Except as set forth in this Consent, no provision of this Consent modifies any of the terms and conditions of the Lease, including the requirement that the written consent of State be obtained before any further assignment of the Lease occurs.

SECTION 3 LENDER'S NOTICE OF ASSIGNMENT OF THE LEASE AND ASSUMPTION OF ALL LEASE OBLIGATIONS

In the event of an assignment of the Lease to Lender upon foreclosure of the Security Instrument, or delivery of an assignment of the Lease to Lender in lieu of foreclosure under the Security Instrument, and upon Lender's submission of the "Lender's Notice" to State, the Lease shall continue in full force and effect as a direct lease between State and Lender, and Lender shall be fully liable for all obligations of Tenant under the Lease. The "Lender's Notice" to State shall: (1) confirm that Lender has completed the foreclosure or assignment in lieu of foreclosure, (2) confirm that Lender has acquired Tenant's interest in the Lease, and that Lender is assuming all of the Tenant's obligations under the Lease, including curing any prior defaults, (3) be signed by the Lender, and (4) reference the recording number (Auditor's File Number) for the assignment or other document, which evidences the Lease has been assigned to the Lender. The Lender's Notice shall be submitted to State within thirty (30) days of the assignment of the Lease to Lender. Any assignment to Lender shall be voidable by State if Lender fails to timely provide State with the required Lender's Notice. Prior to such assignment of the Lease to Lender, Lender shall not be liable for any of the obligations of Tenant under the Lease.

SECTION 4 TRANSFER OR ASSIGNMENT OF SECURITY INSTRUMENT

This Consent only applies to Lender and is not assignable. Any change in control of the Security Instrument shall require the prior written consent of State.

SECTION 5 DEFAULT

Except as set forth below, State may not terminate the Lease upon an Event of Default under Section 14 of the Lease or pursue any other right or remedy under the Lease triggered by an Event of Default under Section 14 of the Lease unless State has sent Lender a notice of the default and Lender's cure period has expired; provided, however, that State is not otherwise obligated to send Lender notices of default. Lender's cure period for a default is the same cure period that is provided to Tenant under the Lease and shall commence upon State's provision of notice of the default to Lender. Failure to provide a notice of default to Lender shall not relieve Tenant of its obligations under the Lease nor extend the time in which Tenant has the right to cure the default. Lender agrees that if State has the right to terminate the Lease under Paragraph 12.5 of the Lease, State may terminate the Lease without providing Lender or Tenant prior notice of the default(s) or an opportunity to cure such default(s). Lender agrees that if State elects to deem a default an Event of Default under Paragraph 14.2(d), State may terminate the Lease without providing Lender or Tenant prior notice of the default or an opportunity to cure such default. Lender acknowledges that the Termination Date of the Lease, unless terminated sooner under the terms of the Lease, is October 31st, 2050 and Tenant has no right to renew the Lease.

SECTION 6 STATE'S COLLECTION ON BONDS

If Tenant defaults on the Lease, State reserves the right to collect on any bonds or other Security posted by Tenant for the benefit of State. Any interest Lender may have in the bonds or other Security posted by Tenant shall be inferior to State's interest in the bonds and Security.

SECTION 7 CONSENT OF LENDER

No agreement between State and Tenant modifying, canceling, or surrendering the Lease shall be effective without the prior written consent of Lender; provided that nothing in this Section 7 shall limit State's right to terminate the Lease upon an Event of Default in accordance with the provisions of this Consent or upon condemnation in accordance with the terms of the Lease.

SECTION 8 RECORDING OF CONSENT

Tenant shall record this Consent in the county in which the Property resides and provide State with the Auditor's File Number within sixty (60) days of the effective date of this Consent.

SECTION 9 NOTICE

The parties shall direct notices required or permitted under this Consent to the following addresses:

State: DEPARTMENT OF NATURAL RESOURCES
Orca-Straits District
919 North Township Street
Sedro-Woolley, WA 98284

Tenant: GRUPA FIDUCIA, LLC
Mike Girdner
PO Box 795
Modesto, CA 95353

Lender: SAVIBANK
208 E Blackburn, Suite 100
Mount Vernon, WA 98273

Any Party may change the place of delivery upon ten (10) days' written notice to the others. Notice is effective upon personal delivery or three (3) days after mailing.

SECTION 10 TERMINATION OF CONSENT

This Consent shall continue in force until either the Lease terminates or Tenant's obligations under the Loan are satisfied, whichever comes first.

THIS AGREEMENT requires the signature of all parties and is effective on January 19, 2023.

GRUPA FIDUCIA, LLC

Dated: 1/19/2023, 20__

MICHAEL GIRDNER
By: MICHAEL GIRDNER
Title: Managing Member
Address: P.O. Box 795
Modesto, CA 95353
Phone: (209) 481-0742

SAVIBANK

Dated: 1/19/2023, 20__

TODD ANDERSON
By: TODD ANDERSON
Title: Senior Vice President/Chief Credit Officer
Address: 208 E Blackburn, Suite 100
Mount Vernon, WA 98273
Phone: (360) 399-7013

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES**

Dated: 1/19/2023, 20__

ALEXANDRA K. SMITH
By: ALEXANDRA K. SMITH
Title: Deputy Supervisor-Forest Resilience, Regulation, and Aquatics
Address: 1111 Washington Street SE
Olympia, WA 98504-7027

Consent to Assignment of Lease for Security Purposes
Template approved as to form this
5th day of December 2021
Jennifer Clements, Assistant Attorney General

REPRESENTATIVE ACKNOWLEDGMENT

Notarized online using audio-video communication

STATE OF Washington)
) ss.
COUNTY OF skagit)

I certify that I know or have satisfactory evidence that MICHAEL GIRDNER 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 MANAGING MEMBER of GRUPA FIDUCIA, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

This notarial act involved the use of communication technology

Dated: 1/19/2023

Michael McKenzie

(Signature)

(Seal or Stamp)

Michael McKenzie

(Print Name)

Notary Public in and for the State of Washington,
residing at Deming, WA

MICHAEL MCKENZIE
Notary Public
State of Washington
Commission # 22035468
Commission Expires 11/21/2026

My appointment expires 11/21/2026

REPRESENTATIVE ACKNOWLEDGMENT

Notarized online using audio-video communication

STATE OF Washington)
)
COUNTY OF skagit) ss.

I certify that I know or have satisfactory evidence that TODD ANDERSON 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 SENIOR VICE PRESIDENT/CHIEF CREDIT OFFICER of SaviBank to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

This notarial act involved the use of communication technology.

Dated: 1/19/2023

Michael McKenzie
(Signature)

(Seal or Stamp)

Michael McKenzie

MICHAEL MCKENZIE
Notary Public
State of Washington
Commission # 22035468
Commission Expires 11/21/2026

(Print Name)
Notary Public in and for the State of Washington,
residing at Deming, WA

My appointment expires 11/21/2026

STATE ACKNOWLEDGMENT

Notarized online using audio-video communication

STATE OF WASHINGTON)
) ss
County of Thurston)

I certify that I know or have satisfactory evidence that ALEXANDRA K. SMITH is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the DEPUTY SUPERVISOR FOR FOREST RESILIENCE, REGULATION AND AQUATICS OF THE DEPARTMENT OF NATURAL RESOURCES, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

This notarial act involved the use of communication technology.

Dated: 1/19/2023

Tina Champion
(Signature)

(Seal or Stamp)

Tina Champion
(Print Name)

TINA CHAMPION
Notary Public
State of Washington
Commission # 156116
Commission Expires 8/27/2024

Notary Public in and for the State of Washington,
residing at Thurston

My appointment expires 8/27/2024