

UNOFFICIAL

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KATHY HILL
SKAGIT COUNTY AUDITOR

RETURN ADDRESS:

Robert A. Kaye
SLOAN, BOBRICK & OLDFIELD
2601 North Alder
Tacoma, WA 98407

'99 APR -9 A9 :40

RECORDED _____ FILED _____
REQUEST OF _____

9904090043

WASHINGTON STATE RECORDER'S Cover Sheet

Document Title(s)(or transactions contained therein): 1. Lease Assignment and Assumption Agreement 2.
Reference Number(s) of Documents assigned or released: (on page of document(s))
Grantor(s) (Last name first, then first name and initials) 1. Manna Northwest, Inc., a Washington Corporation 2.
Grantee(s) (Last name first, then first name and initials) 1. Seawend, LTD., an Ohio Limited Liability Company and Corporation 2. 3.
Legal description (abbreviated: i.e. lot, block, plat or section, township, range) Tract "C" "Plat of K-Mart Commercial Park" as per plat recorded in Volume 14 of plats, pages 126 and 127, records of Skagit County, Washington.
Assessor's Property Tax Parcel/Account Number 4532-000-003-0006

9904090043

BK 1972 PG 0017

*1560 South Burlington Blvd.
Burlington, Washington*

LEASE ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS LEASE ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Assignment") is made and entered as of the 26th day of March, 1999, by and between **MANNA NORTHWEST, INC.**, a Washington corporation, and Kirk Mitchell Balin, with their address and principal place of business at 8019 144th Drive, S.E., Snohomish, Washington 98290 (the "Assignor"), and **SEAWEND, LTD.**, an Ohio limited liability company, an Ohio corporation, with its address and principal place of business at 1144 Goodale Boulevard, Columbus, Ohio 43212 ("Assignee").

WITNESSETH:

WHEREAS, on or about April 5, 1993, Wendy's International, Inc., an Ohio corporation ("Lessor"), as landlord, and Assignor, as tenant, entered into a certain Real Property Lease, whereby Lessor leased to Assignor the real property situated in the City of Burlington, County of Skagit, and State of Washington, commonly known as 1560 South Burlington Boulevard, Burlington, Washington, and more particularly described on Exhibit "A" attached hereto and made a part hereof together with certain other rights and easements (the "Property") (the Real Property Lease, as modified, amended, supplemented and/or extended shall hereinafter be referred to as the "Lease"); and

WHEREAS, on even date herewith, Assignor, as seller, and Assignee, as purchaser have entered into a certain Asset Purchase Agreement relating to the Property and the Building (the "Agreement"); and

WHEREAS, pursuant to Section 1.01 of the Agreement, Assignor has agreed to assign to Assignee all of Assignor's estate, right, title and interest in, to and under the Lease; and

WHEREAS, Assignee has agreed to accept such assignment and assume the obligations of Assignee under the Lease, on the terms and conditions hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to the foregoing and as follows:

1. Assignor does hereby assign, transfer, convey and set over unto Assignee, its heirs, legal representatives, successors and assigns, all of Assignor's estate, right, title and interest in, to and under the Lease to have and to hold the same unto Assignee, its heirs, legal representatives, successors, and assigns. Pursuant to the terms of the Lease, nothing contained herein shall release Assignor from liability under the Lease.

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2. Assignee hereby accepts such assignment. Assignee hereby covenants with Assignor and Lessor, and for the benefit of any assignee or successor in interest of Lessor, that Assignee, its heirs, legal representatives, successors and assigns, will henceforth assume and agree to keep, perform, fulfill or cause to be performed all the terms, covenants, conditions and obligations contained in the Lease which, by the terms thereof, are imposed upon the Assignor and which accrue from and after the Effective Time (as defined in the Agreement), including, without limitation, the payment of the rent therein reserved.

3. Assignee agrees, that within five (5) days after receiving any notice from Lessor relating to performance of Assignor's or Assignee's obligations under the Lease, Assignee shall send a copy of such notice to Assignor at the above address, or to any other address Assignor may, from time to time, designate.

4. Assignor and Assignee acknowledge that this Agreement is being delivered pursuant and is subject to all of the terms, covenants, conditions and obligations under the Agreement, including the indemnification provisions of Article IX of the Agreement, as if Assignor and Assignee were both signatories thereto, which Agreement Assignor and Assignee hereby approved, ratify, confirm and agree to be bound by in all respects.

5. It is the intention of the parties hereto that this Assignment shall become effective as of the Effective Time.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the day and year first above written.

Signed and acknowledged
in the presence of:

ASSIGNOR: MANNA NORTHWEST, INC.
a Washington corporation

Sarah Anne VanCleave
Print Name: Sarah Anne VanCleave

By: [Signature]
Kirk Balin, President

[Signature]
Print Name: [Signature]

Sarah Anne VanCleave
Print Name: Sarah Anne VanCleave

[Signature]
Kirk Mitchell Balin, individually

[Signature]
Print Name: [Signature]

ASSIGNEE: SEAWEND, LTD.,
an Ohio limited liability company

[Signature]
Print Name: JAMES W. FRANS

By: [Signature]
J. David Karam, II, President

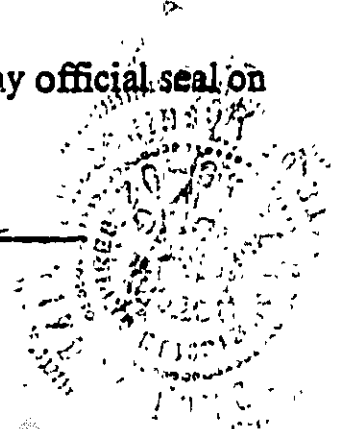
[Signature]
Print Name: BARBARA L. BROWN

STATE OF WASHINGTON :
COUNTY OF SNOHOMISH :ss:

The undersigned, a Notary Public in and for the above state and county, hereby certifies that on the 20th day of March, 1999, before me personally appeared Kirk Balin, the President of MANNA NORTHWEST, INC., a Washington corporation, who is known to me as the person and officer of said corporation, and that he signed the instrument on behalf of the corporation by proper authority, and that the instrument was the act of the corporation for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last aforesaid.

[Signature]
Notary Public



STATE OF WASHINGTON :
COUNTY OF SNOHOMISH :ss:

The undersigned, a Notary Public in and for the above state and county, hereby certifies that on the 20th day of March, 1999, before me personally appeared Kirk Mitchell Balin, who is known to me as the person described in and who executed the foregoing instrument, and who acknowledges he signed the instrument by proper authority, and that the instrument was his act for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last aforesaid.

[Signature]
Notary Public



990-1090043

BK 1972 PG 0020

STATE OF OHIO :
COUNTY OF FRANKLIN :ss:

BE IT REMEMBERED, that on this 23rd day of March, 1999, before me, the subscriber, a *Notary Public* in and for said State, personally came J. David Karam, II, President of SeaWend, Ltd., an Ohio limited liability company, Assignee in the foregoing Agreement, and acknowledged the signing thereof to be his voluntary act and deed, and the voluntary act and deed of said Company.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal of this day and year aforesaid.

Barbara L. Brown
Notary Public

BARBARA L. BROWN
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES FEB. 23, 2003

EXHIBIT "A"

The real estate situated in the County of Skagit, State of Washington, and is described as follows:

Tract "C" "Plat of K-Mart Commercial Park" as per plat recorded in Volume 14 of plats, pages 126 and 127, records of Skagit County, Washington.

**1560 South Burlington Blvd.
Burlington, Washington**

SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
PAID

APR 09 1999

Amount Paid \$
Skagit County Treasurer
Deputy

By: 