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Adelstein, Sharpe & Serka  
P.O. Box 5158  
Bellingham, WA 98227-5158



200107250113  
, Skagit County Auditor

7/25/2001 Page 1 of 6 2:22:58PM

**GRANTOR:** PAUL A. GIVEN and WENDY J. GIVEN, husband and wife, as to an Undivided 45% interest, JAMES A. EVANS and WANDA J. EVANS, husband and wife, as to an undivided 50% interest, and PARSONS TRAVEL, INC., a Washington corporation, as to an undivided 5% interest

**GRANTEE:** ALGER TEXACO REAL ESTATE, LLC, a Washington Limited Liability Company

**LEGAL DESCRIPTION:** Ptn. Gov. Lot 4, Section 7-36-4

**TAX PARCEL I.D. #:** 360407-3-006-0001/P48989; 360407-0-008-0017/P48992; 360407-3-008-0405/P48996

**REFERENCE #'S:** N/A

## ASSIGNMENT OF LEASE

This agreement is made and entered into by and between PARSONS TRAVEL, INC., a Washington corporation, PAUL A. GIVEN and WENDY J. GIVEN, husband and wife; and JAMES A. EVANS and WANDA J. EVANS, husband and wife, hereinafter referred to as the "Assignor" and ALGER TEXACO REAL ESTATE, LLC, a Washington Limited Liability Company, hereinafter collectively referred to as "Assignee".

1. Assignment. Assignor assigns to Assignee, effective as of this date, all Assignor's right, title, and interest as Landlord to that lease agreement by and between Assignor and Shekinah Aven dba Blanchard Mountain Coffee Company. Said lease agreement is evidenced by Memorandum of Lease dated January 31, 2000 recorded in Skagit County Auditor's Office under Auditor's File No.

200002030041. Said assignment shall include any security deposit made pursuant to the agreement and any and all rent prepaid under the agreement.

2. Assumption and Acceptance of Premises. Assignees hereby agree to assume and perform each and every obligation of Assignor under that lease agreement effective as of this date. Assignees agree to accept the premises in the condition as of this date.

3. Assignor's Warranties. Assignor warrants to Assignees that: (a) the agreement is in full force and effect and unmodified; (b) Assignor's interest in the agreement is free and clear of any liens, encumbrances or adverse interest of third parties; (c) Assignor has full and lawful authority to assign its interest in the agreement; and (d) there is no default under the agreement or any circumstances which by lapse of time or after notice would be considered a default under the agreement.

4. Mutual Indemnification. Assignor will indemnify Assignee against and hold Assignee harmless from any and all loss, liability and expense (including reasonable attorneys' fees and court costs) arising out of any breach by Assignor of its warranties contained in this assignment and Assignee will indemnify Assignor against and hold Assignor harmless from any loss, liability and expense (including reasonable attorneys' fees and court costs) arising out of any breach by Assignee of its agreements contained in assignment after this date.

5. Amendment of Agreement. Assignor authorizes Assignee to amend the lease agreement, if necessary, after the date of transfer at Assignee's sole discretion and without required notice to or consent of Assignor.



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6. Joint and Several Liability. Liability of Assignor and Assignee under the agreement will be joint and several. If the Assignee refers to more than one individual, their liability under this agreement will be joint and several.

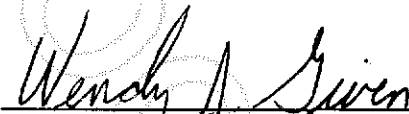
7. Entire Agreement. This agreement embodies the entire agreement of Assignor and Assignee with respect to the subject matter of this assignment and it supercedes any prior agreements whether written or oral with respect to the subject matter of this assignment. This assignment may be modified only by written instrument duly executed by Assignor and Assignee.


8. Binding Affect. The terms and provisions of this assignment will inure to the benefit of and will be binding upon the successors, assigns, personal representatives, heirs, devisees, and legatees of Assignor and Assignee.


DATED this 20<sup>th</sup> day of July, 2001.

**ASSIGNOR:**

  
PAUL A. GIVEN

  
WENDY J. GIVEN


  
JAMES A. EVANS

  
WANDA J. EVANS  
SKAGIT COUNTY WASHINGTON  
Real Estate Equalizer

PARSONS TRAVEL, INC.

JUL 25 2001

By:   
Theodore D. Parsons, President

Amount Paid \$  
By  Skagit Co. Treasurer  
Deputy



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**ASSIGNEE:**

**ALGER TEXACO REAL ESTATE, LLC,**

**PARSONS TRAVEL, INC.**

By: Theodore D. Parsons  
**Theodore D. Parsons, Member**

Paul Given  
**PAUL GIVEN, Member**

James A. Evans  
**JAMES A. EVANS, Member**

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF WHATCOM )

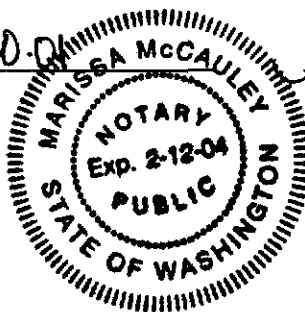
I certify that I know or have satisfactory evidence that PAUL A. GIVEN is the person who appeared before me, and said person acknowledged that he signed this instrument, and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: 7-20-01  
Susan J. Stangeland  
Notary Public in and for the State of Washington  
Print Name: Susan J. Stangeland  
My commission expires: 6-20-02

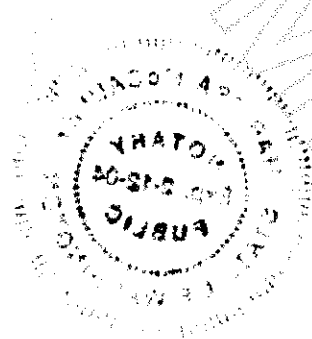
STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF WHATCOM )

I certify that I know or have satisfactory evidence that WENDY J. GIVEN is the person who appeared before me, and said person acknowledged that she signed this instrument, and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: 7-20-01  
Marissa McCauley  
Notary Public in and for the State of Washington  
Print Name: MARISSA MCCAULEY  
My commission expires: 2-12-04

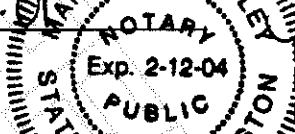


UNOFFICIAL DOCUMENT




STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF WHATCOM )

I certify that I know or have satisfactory evidence that JAMES A. EVANS is the person who appeared before me, and said person acknowledged that he signed this instrument, and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: 1-20-01  Marissa McCauley  
Notary Public in and for the State of Washington  
Print Name: MARISSA MCCAULEY  
My commission expires: 2-12-04


STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF WHATCOM )

I certify that I know or have satisfactory evidence that WANDA J. EVANS is the person who appeared before me, and said person acknowledged that she signed this instrument, and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: 1-20-01  Marissa McCauley  
Notary Public in and for the State of Washington  
Print Name: MARISSA MCCAULEY  
My commission expires: 2-12-04

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF WHATCOM )

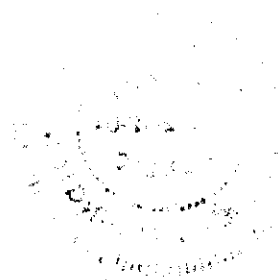
I certify that I know or have satisfactory evidence that THEODORE D. PARSONS is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President of Parsons Travel, Inc., a Washington corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 1-20-01  Marissa McCauley  
NOTARY PUBLIC, in and for the State of Washington  
Printed Name: MARISSA MCCAULEY  
My Commission expires: 2-12-04



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Skagit County Auditor

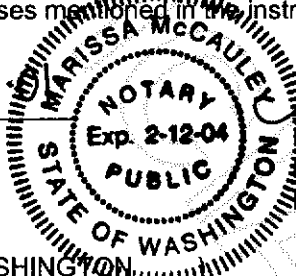
UNOFFICIAL DOCUMENT



STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF WHATCOM )

I certify that I know or have satisfactory evidence that THEODORE D. PARSONS 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 President of Parsons Travel, Inc., a Washington corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 7-20-04



Marissa McCauley  
Notary Public, in and for the State of Washington

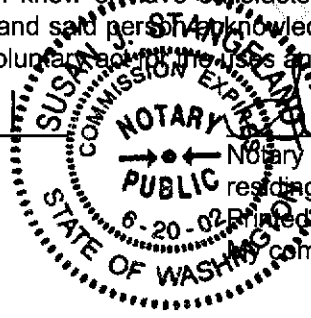
Printed Name: MARISSA MCCAULEY

My Commission expires: 2-12-04

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF WHATCOM )

I certify that I know or have satisfactory evidence that PAUL A. GIVEN is the person who appeared before me and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 7-20-04



Susan J. Stangeland  
Notary Public in and for the State of Washington

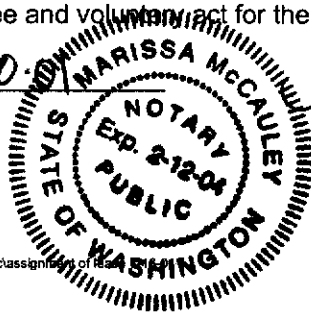
residing at Lynden  
Printed Name: Susan J. Stangeland

My commission expires: 6-20-02

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF WHATCOM )

I certify that I know or have satisfactory evidence that JAMES A. EVANS is the person who appeared before me and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 7-20-04



Marissa McCauley  
Notary Public in and for the State of Washington  
residing at Lynden

Printed Name: MARISSA MCCAULEY

My commission expires: 2-12-04

Valger texaco/real estate (classification of Real)



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