



200201220197
Skagit County Auditor

1/22/2002 Page 1 of 4 3:55PM

AFTER RECORDING RETURN TO:

JAMES L. AUSTIN, JR.
KARR TUTTLE CAMPBELL
1201 THIRD AVENUE, SUITE 2900
SEATTLE, WA 98101

FIRST AMERICAN TITLE CO.
66249

Document Title(s) (or transactions contained therein): ASSIGNMENT AND ASSUMPTION OF LEASE
Reference Number(s) of Documents assigned or released:
Grantor(s) (Last name first, then first name and initials) 1. BROWN & COLE, INC.
Grantee(s) (Last name first, then first name and initials) 1. BROWN & COLE STORES, LLC
Legal description (abbreviated: i.e. lot, block, plat or section, township, range) Lot 2, Short Plat No. SW-0284, Recorded in Book 6 of Short Plats, Page 200, Under Auditor's File No. 8501140002, Records of Skagit County, Washington. <input checked="" type="checkbox"/> Additional legal is set forth on <u>Exhibit A</u> of document.
Assessor's Property Tax Parcel/Account Number(s): 4170-000-001-0104 R100311; 4170-000-001-0302 R100330; 4170-000-001-0401 R100335; 4170-000-001-0500 R100467; 4170-000-001-0609 R100469; 4170-000-001-0203 R100316; 4170-000-001-0005 R76911.

ASSIGNMENT AND ASSUMPTION OF LEASE

THIS ASSIGNMENT AND ASSUMPTION OF LEASE (this "Agreement") is executed as of the 17th day of January, 2002 by and between **Brown & Cole, Inc.**, a Washington corporation ("Brown & Cole"), and **Brown & Cole Stores, LLC**, a Washington limited liability company ("B&C Stores").

RECITALS

A. Brown & Cole is the tenant under that certain Lease and Agreement dated April 1, 1998 (the "Lease"), as amended by that certain Amendment to Lease and Agreement dated November 22, 1989, that certain Amendment, Ratification, Consent and Nondisturbance Agreement dated February 28, 1994, that certain Lease Assignment, Assumption, Amendment, Ratification, Consent and Nondisturbance Agreement dated January 24, 1997 and that certain 2001 Amendment to Lease and Agreement dated September 17, 2001, by which Brown & Cole leases the real property described in the attached **Exhibit A** (or a portion thereof) located at 530 Crossroads Square, Sedro Woolley, Washington 98284 (the "Premises").

B. Brown & Cole and B&C Stores are parties to a Contribution Agreement dated August 8, 2001, pursuant to which Brown & Cole has agreed to assign to B&C Stores all of its right, title and interest in and to the Lease.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **Assignment.** Brown & Cole hereby assigns to B&C Stores, and B&C Stores hereby accepts and assumes, in accordance with and subject to the terms and conditions of the Contribution Agreement, all of Brown & Cole's right, title and interest in, to and under, and all of Brown and Cole's obligations and liabilities under, the Lease. B&C Stores hereby agrees to perform each and every obligation of Brown & Cole in accordance with the terms and conditions of the Lease. Brown & Cole further assigns to B&C Stores, and B&C Stores hereby accepts and assumes, all of Brown & Cole's right, title and interest in, to and under, and all of Brown and Cole's obligations and liabilities under, any associated agreements relating to the premises leased under the Lease (e.g., any construction agreement pursuant to which such premises may have been built for occupancy by Brown & Cole or any predecessor in interest, and any recorded covenants and restrictions pertaining to the real property on which the leased premises are situated).

2. **"AS IS."** Except as expressly stated in this Agreement, the Premises are delivered by Brown & Cole to B&C Stores in whatever condition they may be in on the Closing Date, without any representation, agreement or warranty, express or implied, with respect to the nature, quality, use or any other aspect of the Premises, or any environmental condition in, under or around the Premises. B&C Stores is accepting the Premises from Brown & Cole "AS IS" and subject to all defects, known or unknown.

3. **Indemnification.** The extent of either of the parties' respective obligations to indemnify or hold harmless the other with respect to matters relating to the Lease and/or other agreements assigned and assumed pursuant hereto shall be as provided for by the Contribution Agreement.

4. **Waivers or Modifications.** No waiver or modification of any of the terms or conditions of this Agreement shall be effective unless the same is in writing and signed by the party against whom it is asserted.



5. **Successors and Assigns.** This Agreement shall inure to the benefit of, and be binding upon, the respective heirs, personal representatives, successors and assigns of the parties hereto.

6. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

BROWN & COLE, INC.

By: _____

Print Name: James R. Anderson

Title: Senior Vice President

BROWN & COLE STORES, LLC

By: _____

Print Name: James R. Anderson

Title: Senior Vice President

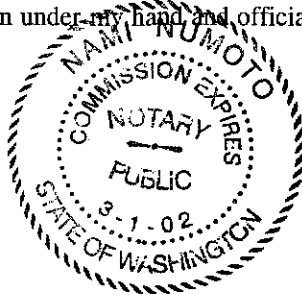
STATE OF WASHINGTON)

) ss.

COUNTY OF KING)

I certify that I know or have satisfactory evidence that JAMES R. ANDERSON is the person who appeared before me, and said person on oath stated that he was authorized to execute this instrument and acknowledged it as the SR V-P of **Brown & Cole, Inc.** to be the free and voluntary act of such party for the uses and purposes therein mentioned.

Given under my hand and official seal this 17 day of JAN, 2002.



Nami Numoto

Notary Public in and for the State of Washington

Name (printed or typed): NAMI NUMOTO

Residing at: SEATTLE, WA

My appointment expires: 3-1-02

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

JAN 22 2002

Amount Paid \$
Skagit Co. Treasurer
By [Signature] Deputy

Assignment and Assumption of Lease (Store #22) - 2
#391135 v1 / 20923-005



200201220197
Skagit County Auditor
1/22/2002 Page 3 of 4 3:55PM

EXHIBIT A

Legal Description

LOT 2, SHORT PLAT NO. SW-0284, APPROVED JANUARY 11, 1985, RECORDED JANUARY 14, 1985 IN BOOK 6 OF SHORT PLATS, PAGE 200, UNDER AUDITOR'S FILE NO. 8501140002 AND BEING A PORTION OF LOTS 1, 2, 8, 9 AND 10, "SEDRO ACREAGE", AS PER PLAT RECORDED IN VOLUME 3 OF PLATS, PAGE 35, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATE IN THE CITY OF SEDRO WOOLLEY, COUNTY OF SKAGIT, STATE OF WASHINGTON.

