

Skagit County Auditor

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**RECORDED AT THE REQUEST OF AND AFTER RECORDING RETURN TO:** 

Catherine P. Powell, Esquire Tatum Levine & Powell, LLP 1199 Oxford Road, N.E. Atlanta, Georgia 30306

### ASSIGNMENT OF LESSEE'S INTEREST IN LEASE Washington

#### Assignor: NORTHWEST RESTAURANTS, INC. NORTHWEST RESTAURANTS OREGON, INC.

Assignee: BANK OF AMERICA, N.A., a national banking association

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Sto	ore Name and #	Address	County	Туре	Abbreviate d legal descriptio ns	AssesSor's Tax Parcel Id#
1.	078 – Aberdeen	1110 E Wishkah Street Aberdeen, WA 98520	Grays Harbor, WA	FF&E		
2.	076 - Totem Lake	11747 - 124 <sup>th</sup> NE Kirkland, WA 98034	King, WA	FF&E		
3.	063 - Mt. Vernon AW	2003 Riverside Drive Mt. Vernon, WA 98273	Skagit, WA V	FF&E		
4.	056 – Monroe	19619 State Hwy 2 Monroe, WA 98272		FF&E		
5.	066 - Broadway	2702 Broadway Everett, WA 98201	Snohomish, WA	FF&E		
6.	077 - Smokey Point	3433 - 169th Place NE Arlington, WA 98223		FF&E		

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SKAGIT COUNTY WASHINGTON REAL ERTATE FXCISE TAX APR 1 2 2004  $\mathscr{O}$ Amour. Skagit Co. Treasurer Le Deputy Bv

# ASSIGNMENT OF LESSEE'S INTEREST IN LEASE

THIS ASSIGNMENT OF LESSEE'S INTEREST IN LEASE (the "Assignment") is made effective this <u>19</u><sup>th</sup> day of <u>Dec.</u>, 2003 by NORTHWEST RESTAURANTS, INC., a <u>Washington</u> corporation, and NORTHWEST RESTAURANTS OREGON, INC., a <u>n Oregon</u> corporation, whose address is 17331 135<sup>th</sup> Avenue NE, Suite B, Woodinville, Washington 98072 (herein collectively "Assignor"); to and in favor of BANK OF AMERICA, N.A. ("Assignee");

#### <u>WITNESSETH</u>:

WHEREAS, pursuant to the terms and conditions of the Loan Documents (as hereinafter defined), Assignee has agreed to make to, and in favor of, Assignor (as hereinafter defined) a reducing revolving loan in the amount of \$30,000,000.00 (the "Loan"); and

WHEREAS, Assignor has executed, among other loan documents, that certain Reducing Revolving Promissory Note dated of even date herewith in the original principal sum of Thirty Million and No/100 Dollars (\$30,000,000.00) (the "Note");

WHEREAS, the Note is secured, in part, by, among other documents, those certain Deeds of Trust and Security Agreements (fee and leasehold), that certain Security Agreement and those certain Uniform Commercial Code Financing Statements (UCC-1) encumbering, among other items, the fee and leasehold interests in and to the Premises (as hereinafter defined), and all fixtures, equipment and signage located in, upon and about, or used in connection with, those certain tracts real property (collectively, the "Premises") described on Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, Assignee desires additional security for the Note pursuant to the terms and conditions of that certain Loan Agreement dated of even date hereof, as amended from time to time, by and between Assignor and the Assignee (the "Loan Agreement") and have requested, and Assignor has agreed to execute and deliver this Assignment (this Assignment, the Note, the Loan Agreement, together with any and all other documents, instruments and agreements evidencing and/or securing the Loan executed and delivered by Assignor are hereinafter collectively called the "Loan Documents"); capitalized terms used herein shall have the meanings ascribed to them in the Loan Agreement, unless otherwise defined herein; and

WHEREAS, Assignor entered into those certain leases (collectively, the "Lease") described on <u>Schedule I</u>", attached hereto and made a part hereof, by and between Assignor as Tenant and the respective Landlord's described on <u>Schedule I</u>", attached hereto;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and undertakings herein specified and other good and valuable consideration, all of which is hereby mutually acknowledged, Assignor agrees as follows:

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1. <u>Assignment</u>. To secure (i) the payment of principal of, and accrued interest on, the Note and (ii) the performance of all other obligations of the Assignor set forth in the Loan Agreement and the other Loan Documents executed and delivered in connection therewith, Assignor hereby grants, sells, assigns, transfers, sets over and delivers unto Assignee, its successors and assigns, all right, title and interest of Assignor in, to and under the Lease and in and to Assignor's interest in and to the Premises.

2. <u>Representations and Warranties</u>. To induce the Assignee to accept this Assignment, Assignor hereby represents and warrants to the Assignee that:

(a) Assignor has full power and authority to assign the Lease. Assignor has not executed any prior deed of trust conveying any of Assignor's interest in the Premises or any assignment of any of its rights under the Lease to any person other than the Assignee;

(b) The Lease is valid, enforceable and in full force and effect; and

(c) No default exists under the Lease.

3. <u>Affirmative Covenants</u>. Assignor hereby covenants, promises and agrees that it shall:

(a) Observe, fulfill and perform each and every condition, covenant and provision of the Lease which is required to be fulfilled or performed by Assignor; and

(b) Give prompt notice to Assignee of any notice of default given or received by Assignor under the Lease, together with a true copy of such notice and any supporting materials.

4. <u>Negative Covenants</u>. Assignor shall not, without the prior written consent of Assignee:

(a) Cause, by its acts or omissions, the term of the Lease to be terminated or surrender the Lease or the Premises;

(b) Waive or release any landlord from any obligations or conditions to be performed by that landlord under the Lease;

(c) Pledge, transfer, mortgage or otherwise encumber or assign the

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Leases; or

(d) Materially modify or alter the terms of the Lease.

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Indemnification. The Assignee shall not be obligated to perform or discharge any obligation of Assignor under the Lease, or under or by reason of this Assignment, unless the Assignee exercise their rights under Section 7 hereunder, whereupon the Assignee shall be deemed to be bound by all of the terms, provisions, covenants and obligations under the Lease on Assignor's part, as tenant or lessee, to be kept or performed. Assignor hereby agrees to indemnify and defend the Assignee against and hold the Assignee harmless from (i) any and all liability, loss or damage which the Assignee may incur under the terms of the Lease or this Assignment and (ii) any and all claims and demands whatsoever which may be asserted against the Assignce by reason of any alleged obligation on the Assignce' part to perform any obligation under the Lease, including any obligations of the Assignee incurred by reason of the exercise of any right or remedy set forth in Section 7 hereof. Should the Assignee incur any such liability, loss or damage under the Lease or this Assignment, or in defense against any such claims or demands, the amount thereof, including costs, expenses and reasonable attorney's fees shall be added to the obligations secured hereby and Assignor shall reimburse the Assignee therefor, immediately upon demand. Nothing herein shall obligate Assignor to indemnify or defend the Assignce with respect to their own gross negligence, bad faith or wilful misconduct.

6. <u>Rights and Privileges</u>. Prior to an "Event of Default", as set forth and defined in the Loan Agreement or in any other Loan Document, Assignor shall retain all rights and privileges of tenant which arise from or out of the Lease, including but not limited to the use and enjoyment of the Premises and the right to the profits arising from the use of the Premises.

7. <u>Default</u>. After a Default has occurred and is continuing, Assignee, as agent, at its option, without notice may (i) assume the role of tenant under the Lease, (ii) enter upon and, as tenant, take possession of and operate the Premises, (iii) surrender the Lease, (iv) make any alterations, renovations, repairs and replacements to the Premises in accordance with the Lease, (v) sublease or assign its rights and remedies hereunder and (vi) bring or defend any suit in connection with the Premises in accordance with the Lease in its own name or in the name of Assignor.

8. <u>Termination</u>. This Assignment shall terminate and shall for all purposes be rendered null and void, without the necessity of further documentation, upon payment in full to the Assignee of all amounts owing by Assignor under the Note and satisfaction and performance by Assignor of all its obligations under the Loan Documents.

9. <u>Assigns</u>. This Assignment and all representations, warranties, powers and rights herein contained or resulting herefrom are binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns; <u>provided</u>; <u>that</u> the Assignor may not assign its rights or obligations under this Assignment without the prior written consent of Assignee.

10. <u>Governing Law</u>. This Assignment shall be governed by, and construed in accordance with, the laws of the State in which the Premises is located.

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11. <u>Terms Defined</u>. Terms used herein and not defined herein have their respective defined meanings as set forth in the Loan Agreement.



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IN WITNESS WHEREOF, Grantor, by its duly authorized officer, has executed and delivered this Instrument. PLEASE BE ADVISED THAT ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

NORTHWEST RESTAURANTS, INC Bv:

Samuel L. Sibert President

Samuel L. President

NORTHWEST RESTAURANTS OREGON, INC.

Sibert

[CORPORATE SEAL]

STATE OF Chegen COUNTY OF Multmomule SS:

On this  $\underline{/?}^{45}$  day of <u>December</u> 2003, before me, a Notary Public in and for said County and State, personally appeared Samuel L. Sibert, with whom I am personally acquainted, known to me to be the person who as President of NORTHWEST RESTAURANTS, INC., the corporation which executed the foregoing instrument, signed the same, and acknowledged to me that he did so sign said instrument in the name and upon behalf of said corporation as such officer and by authority of a resolution of its management board; and that the same is his free act and deed as such officer and the free and corporate act and deed of said corporation.

By?

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Maniet a. Alouer Notary Public

OFFICIAL SEAL DANIEL A DOVER NOTARY PUBLIC-OREGON COMMISSION NO. 369167 MY COMMISSION EXPIRES JUNE 1, 2007

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My Commission Expires: June 1 Stor 1

County of Residence: Wushing ton

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# STATE OF Aregn, COUNTY OF Multumati, SS:

On this  $19^{-1}$  day of  $\underline{Acc_{amb}}$  2003, before me, a Notary Public in and for said County and State, personally appeared Samuel L. Sibert, with whom I am personally acquainted, known to me to be the person who as President of NORTHWEST RESTAURANTS OREGON, INC., the corporation which executed the foregoing instrument, signed the same, and acknowledged to me that he did so sign said instrument in the name and upon behalf of said corporation as such officer and by authority of a resolution of its management board; and that the same is his free act and deed as such officer and the free and corporate act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Vaniel a. Louer Notary Public

My Commission Expires: June 1, 2001

County of Residence: hushing ton

#### THIS INSTRUMENT PREPARED BY:

Catherine P. Powell, Esquire Tatum Levine & Powell, LLP 1199 Oxford Road, N.E. Atlanta, Georgia 30306

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## **SCHEDULE I**

[Description of OR Leases]



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and Number         Address         Country         Fee Owner         Current Landlord         Original Landlord         Date of Leave         Commencement         Ammendents         Ammendents           4221 Lazey Biol SE         Thurston, WA         Paul Grys &         Paul Grys &         Paul Grys &         92/11995         05/25/1995         as ammended 11/12/2002         Nore         92/11995           Iarey WA 98503         Thurston, WA         Paul Grys &         Paul Grys &         92/11995         05/25/1995         as ammended 11/12/2002         Nore         92/11995           Iarey WA 98503         Thurston, WA         Paul Grys &         Funth Grys &         92/11995         05/25/095         as ammended 11/12/2002         Nore         92/11995           Iarey WA 98503         Lewis, WA         Paul Grys &         Paul Grys &         Paul Grys &         92/11995         92/25/095         as ammended 11/12/2002         Nore         92/11995           Iarey WA 98501         Lewis, WA         Paul Grys &         Paul Grys &         Paul Grys &         92/11995         92/25/095         as ammended 11/12/2002         Nore         92/11995           Iare String Str		10 ft															
and Number         Address         County         Fee Owner         Current Landlord         Original Landlord         Date of Lease         Commencement         Annendments         Annendments           4521 Lazey Bird SE         Thurston, WA         Paul Gytys &         Paul Gytys &         Paul Gytys &         92/11995         92/21995         as ammended 11/12/2002         None         92/11995           4521 Lazey Bird SE         Thurston, WA         Paul Gytys &         Paul Gytys &         92/11995         92/21/995         as ammended 11/12/2002         None         92/11995           4691 West Main         Lewis, WA         Paul Gytys &         Paul Gytys &         South Sound         South Sound         92/11995         as ammended 11/12/2002         None         92/21/1995           Bia         619 West Main         Lewis, WA         Paul Gytys &         Paul Gytys &         92/11995         92/21/1995         as ammended 11/12/2002         None         92/21/1995           Centeralia, WA 98501         Lewis, WA         Paul Gytys &         Rath Gytys &         92/11995         92/21/095         as ammended 11/12/2002         None         92/21/1995           Genteralia, WA 98501         Lewis, WA         Paul Gytys &         Restaurants, Inc.         Restaurants, Inc.         92/21/1995         as ant/mended 07/						Restaurants, Inc.	Restaurants, Inc.			Turnwater, WA 96501							
and Number         Address         County         Fee Owner         Current Landlord         Original Landlord         Date of Leave         Commencement         Ammendments         Ammendments           4521 Lazey Bied SE         Thurston, WA         Paul Gytys &         Paul Gytys &         Paul Gytys &         92/1/1995         92/2/1995         as ammended 11/12/2002         None         92/1/1995           4621 Lazey Bied SE         Thurston, WA         Paul Gytys &         Paul Gytys &         92/1/1995         92/2/1995         as ammended 11/12/2002         None         92/1/1995           4629 West Main         Laxey, WA 98501         Paul Gytys &         Paul Gytys &         Paul Gytys &         Paul Gytys &         92/1/1995         92/2/1995         as ammended 11/12/2002         None         92/1/1995           Bite         619 West Main         Lewis, WA         Paul Gytys &         Paul Gytys &         Paul Gytys &         92/1/1995         92/2/1995         as ammended 11/1/2/2002         None         92/2/1995           Centralia, WA 98501         Lewis, WA         Ruth Gytys &         Restaurants, Inc.         92/1/1995         92/2/1995         as ammended 11/1/2/2002         None         92/1/1995           Centralia, WA 98501         Lewis, WA         Ruth Gytys &         Restaurants, Inc.         92/2/				9/3/2005		South Sound	South Sound	CATEAT RIT	Thurston, WA	5110 Capital Blvd							
and Number         Address         County         Fee Owner         Current Landlord         Original Landlord         Date of Leave         Commencement         Ammendments         Ammendments           4521         Lazey Bied SE         Thurston, WA         Paul Gryps &         Paul Gryps &         Paul Gryps &         92/11995         09/25/1095         as ammended 11/12/2002         None         92/11995           4521         Lazey Bied SE         Thurston, WA         Paul Gryps &         Paul Gryps &         92/11995         09/25/1095         as ammended 11/12/2002         None         92/11995           4521         Lazey Bied SE         Thurston, WA         Paul Gryps &         Paul Gryps &         92/11995         92/27/005         as ammended 11/12/2002         None         92/11995           4521         Leavey, WA 98503         Leaves, WA         Paul Gryps &         Paul Gryps &         Paul Gryps &         92/11995         92/27/095         as anmended 11/12/2002         None         92/21/1995           619         West Main         Leaves, WA         Paul Gryps &         Paul Gryps &         92/11995         92/21/995         as anmended 11/12/2002         None         92/21/1995           619         West Main         Leaves, WA         Paul Gryps &         Paul Gryps &         9	000 11 71C	AUON A	as annmended 07/03/2002	9/25/1995	9/21/1995	Zita Zvirzdvs <sup>1</sup>	7iha 7vierntvsl	The James									
and Number     Address     Country     Fee Owner     Current Landlord     Original Landlord     Date of Leave     Commencement     Ammendments       4.521 Lacey Bied SE     Thurston, WA     Paul Gryps &     Paul Gryps &     Paul Gryps &     92/11995     09/25/1095     as ammended 11/12/2002     None     92/11995       4.521 Lacey Bied SE     Thurston, WA     Paul Gryps &     Paul Gryps &     92/11995     09/25/1095     as ammended 11/12/2002     None     92/11995       4.521 Lacey Bied SE     Thurston, WA     Paul Gryps &     Paul Gryps &     92/11995     09/25/1095     as ammended 11/12/2002     None     92/11995       4.521 Lacey Bied SE     Thurston, WA     Paul Gryps &     Paul Gryps &     Ruth Gryps     92/11995     92/5/1095     as ammended 11/12/2002     None     92/21/1995       618     619 Wrest Main     Lewis, WA     Paul Gryps &     Paul Gryps &     Paul Gryps &     92/11995     92/5/1095     as anmended 11/12/2002     None     92/21/1995       618     Gentralia, WA 98531     Lewis, WA     Paul Gryps &     Ruth Gryps     92/5/1095     92/5/1095     as anmended 11/12/2002     None     92/21/1995       619     Viewst Main     Lewis, WA     Paul Gryps &     Ruth Gryps     92/5/1095     92/5/1095     as anmended 11/12/2002	DOM UNDER					Restaurants, Inc.	Restaurants, Inc.										
and Number       Address       Country       Fee Owner       Current Landlord       Original Landlord       Date of Lease       Commencement       Ammendents       Ammendents         and Number       Address       Country       Fee Owner       & Tenant       & Tenant       Tenant       Tenant       Tenant       Immendents       Ammendents       Ammend			an t			South Sound	South Sound										
and Number     Address     County     Fee Owner     Current Landlord     Original Landlord     Date of Lease     Commencement     Annendments       45211     Lacey Bird SE     Thurston, WA     Paul Gytys &     Paul Gytys &     Paul Gytys &     South Gytys &     92/11995       45211     Lacey, WA 98503     Thurston, WA     Paul Gytys &     Paul Gytys &     92/11995     09/25/005     as anmended 11/12/2002     None     92/21/1995       Lacey, WA 98503     Thurston, WA     Paul Gytys &     Ruth Gytys &     Ruth Gytys &     92/21/1995     92/52/005     as anmended 11/12/2002     None     92/21/1995       Lacey, WA 98503     Mail Gytys &     Ratiourants, Inc.     Restaugants, Inc.     91/52/005     as anmended 11/12/2002     None     92/21/1995       Lacey, WA 98503     Mail Gytys &     Paul Gytys &     Paul Gytys &     Paul Gytys &     South Sound     91/52/005     as anmended 11/12/2002     None     92/21/1995       Lacey, WA 98503     Mail Gytys &     Paul Gytys &     Paul Gytys &     Paul Gytys &     91/52/005     as annended 11/12/2002     None     92/21/1995			1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 -	C0078776		Ruth Gylys/	Ruth Gytys/	Ruth Gytys		Controlio WA QR531							
and Number     Address     County     Fee Owner     Current Landlord     Original Landlord     Date of Lease     Commencement     Annehoments       4521     Lazey Bied SE     Thurston, WA     Paul Gytys &     Paul Gytys &     92/1/1995     92/2/1995     as ammended 11/1/2/2002     None     92/2/1995       4521     Lazey Bied SE     Thurston, WA     Paul Gytys &     Paul Gytys &     92/1/1995     92/2/1995     as ammended 11/1/2/2002     None     92/2/1995       4521     Lazey Bied SE     Thurston, WA     Paul Gytys &     Paul Gytys &     92/1/1995     92/2/2/005     as ammended 11/1/2/2/002     None     92/2/1/995       4     Lazey, WA 9850/3     VM     Ruth Gytys     Rotellayants, Inc.     Restaurants, Inc.     South Sound     92/2/1/995     4     92/2/1/995       4     VM     Restaurants, Inc.     Restaurants, Inc.     None     92/2/1/995     4     92/1/1995     4     92/1/1995				005000	CREL/LZ/6	Paul Gylys &	Paul Gytys &	Paul Gylys &	Lewis WA	to Weet Main							
and Number     Address     County     Fee Owner     Current Landlord     Original Landlord     Date of Lease     Commencement     Ammendments       4.521     Lacey Bied SE     Thurston, WA     Paul Gryps &     Paul Gryps &     92/11995     09/25/1095     as ammended 1/1/2/2002     None     9/21/1995       4.521     Lacey Bied SE     Thurston, WA     Paul Gryps &     Paul Gryps &     9/21/1995     09/25/1095     as ammended 1/1/2/2002     None     9/21/1995       4.521     Lacey, WA 98503     Ruth Gryps &     Paul Gryps &     Paul Gryps &     9/21/1995     09/25/1095     as ammended 1/1/2/2002     None     9/21/1995       4.521     Lacey, WA 98503     Ruth Gryps &     Ruth Gryps &     Ruth Gryps /     Ruth Gryps /     9/25/2005     as ammended 1/1/2/2002     None     9/21/1995	9/21/1995	5	an ammended 11/12/2002	DIPERIOD C													
and Number     Address     County     Fee Owner     Current Landlord     Original Landlord     Date of Lease     Commencement     Anmendments       4.1     ATenant     & Tenant     & Tenant     & Tenant     & Tenant     Image: County of tenant     Attenant     Attenant       4.27.1     Lacey Bied SE     Thurston, WA     Paul Glyts & Paul Glyts & Paul Glyts & 9/2/1995     09/25/1995     as animended 11/1/2/2002     None     9/2/1995       4.52.1     Lacey, WA 98503     Thurston, WA     Paul Glyts & South Sound     South Sound     9/25/2005     as animended 11/1/2/2002     None     9/2/1995       4.62.1     Lacey, WA 98503     Ruth Glyts     South Sound     South Sound     9/2/2/2005     Attenant     9/2/1995	San Stranger	No. No. No. No.					-										
and Number     Address     County     Fee Owner     Current Landlord     Original Landlord     Date of Lease     Commencement     Annendments       Address     County     Fee Owner     Current Landlord     Original Landlord     Date of Lease     County     Annendments       Address     County     Fee Owner     Current Landlord     Original Landlord     Date of Lease     County     Annendments       4521     Lazey     Bitd     Paul Glyts &     Paul Glyts &     Paul Glyts &     92/1/955     as annended 1/1/2/2002     None     9/2/1/955       4521     Lazey     Bitd SE     Thurston, WA     Paul Glyts &     Paul Glyts &     9/25/2005     as annended 1/1/2/2002     None     9/2/1/955       Lazey     WA 98503     Ruth Glyts     South Sound     South Sound     9/25/2005     Annended 1/1/2/2002     None     9/2/1/955		1				Restaurants, Inc.	Restaurants, Inc.										
and Number         Address         County         Fee Owner         Current Landlord         Original Landlord         Date of Lease         Commencement         Annendments         Annendments           and Number         Address         County         Fee Owner         & Tenant         & Tenant         Term         Annendments         <	and the second					South Sound	South Sound	alife inni		acey, WA 98503							
County         Fee Owner         Current Landlord         Original Landlord         Date of Lesse         Commencement         Ammendments         Assumption           county         Fee Owner         & Tenant         & Tenant         & Tenant         & Tenant         Ammended 11/1/2/2002         None         9/2/1/1995           result         Daul GWas &         Paul GWas &         Paul GWas &         9/2/1/1995         0/2/2/1995         as ammended 11/1/2/2002         None         9/2/1/1995		1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1		cn07/67/6		Ruth Gytys/	Ruth Gylys/	Ruth Gylys	Lisualuit, mo								
County         Fee Owner         Current Landlord         Original Landlord         Date of Lease         Commencement         Ammendments         Association         Association <th></th> <td></td> <td></td> <td>09/25/1995</td> <td>8/21/1995</td> <td>Paul Gytys &amp;</td> <td>Paul Gylys &amp;</td> <td>David Curlue &amp;</td> <td>TL. min With</td> <td></td> <td></td>				09/25/1995	8/21/1995	Paul Gytys &	Paul Gylys &	David Curlue &	TL. min With								
County Fee Owner Current Landlord Original Landlord Date of Lease Commencement Ammendments Assymmetry	P	None															
Ammendments Assessment	76			Jerm		& Tenant	-	Fee Uwner	County		Nore Name and Number						
			Ammendments	Commencement	Date of Lease	Original Landlord											

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s further 18 from	intern	1 South	is, inc.	1949 - 1949 - 1949 - 1949 - 1949 - 1949 - 1949 - 1949 - 1949 - 1949 - 1949 - 1949 - 1949 - 1949 - 1949 - 1949 -		s Food 09/22/1998 as	urther instrument numbe	91 from 9809221295	t-	hirken	S further				5-1-2 000000 E-1-2	╉		2	nia, Inc. 9609221298	peut	2						_		ins	3 as 9809221301	olkns	nal, Inc.	10eQ	Collins	al, inc.	Chicken	C. 85	d to	12	9 <u>1</u>	011/11008	-	Ama	up buses	
of California, Inc. as further	BSSIGNED UCCUT 100V 1101	of California, Inc. to South	Sound Restaurants, inc.		assigned 08/15/1983 from	Centiolis to Callins Food	International as further.	acciment (03/14/1991 from	Collins Food International to	Kantuctiv Fried Chinken	al Collection in the Self setting	C PART AND DAUDISSE	Of California, Inc. to sour	Sound resibulation inc.		assigned U.S.14/1991 mm	Colline Food International,	Inc. to Kentucky Fried	Chicken of California, Inc.	as further assigned	to South Sound	Restaurants, Inc.					8	Gill A. Centiok, Alma	Centioli & Gills	Enterprises Inc. as	successor to Collins	Foods International, Inc.	as further assigned	03/14/1991 from Collins	Food International, Inc.	to Kentucky Fried Chicken	of California, Inc. as	further assigned to	South Sound	Restaurants, Inc.	multimed A707/1002 form	+		Cention & Gais Entreprises	
					as ammended 04/20/1971	as further ammended 08/15/19/9.	10/12/19/4 & DEK08/1998							2.00 1.00	, r 1	as ammended 10/1986							Section of the sectio				as ammended 06/01/1976	as further ammended 10/17/1986	as further ammended 04/01/1998													as ammended 11/15/1994 as to	landlord, 12/13/1994 as to	lenant	1 as further ammended (IH/24/1997
					1/61/1/2	ľ	T									7/01/1983 -	6/30/1993		States and States	Constante of		s wi		1997 (M			9/01/1973 -	8/31/1988														6/01/1977 -	12/31/1997		
					3/29/1971	1 10, 10710										2/1/1983											6/1/1373	a,×	and the second se													219/1977			
					Pod Breeman &		Waltura D.	HOSSMBIN, & K.	Alex Polson	Gill A. Centiol	& Atma Centioli					Gil & Alma	Centoal	Gills Enterorises	Inc. & Collins	Fronte				-	-2 **		Globe	Development	Company, Inc./	DE-CE's Inc.	Gil Cention &	Alma Centiol										Factoria Square/	Gill A. Centioli &	Alma Centioli	
					1 - 4 - D Honman			& Dianne K. H.	Polson	South Sound	Restaurants, Inc.					The Centioli			Doctavirants Inc.								Renton	Hinhlands	Accretates LLC/	South Sound	Rectaurants Inc.			2								Factoria Square	Limited Partnership	F/K/A Factoria	
						Martha B. Hotsman	R. Alex Poison	& Dianne K. H.	Polson							The Centioli	Family LLC	Ann (Lestin )									Rantin	Hinhlands	Arenniates   f C									1. Sec. 1.		a etteres		Factoria Square	Limited Partnership	F/K/A Factoria	
						King, WA		1								Kim WA	via fam										Kinn WA									and taken .		1945 - 19	-			King, WA	Salar agent of the		
						7870 - 159th Place	Redmond, WA 98052									EEC ANAL CEMEN		Issaquan, WA 30201									1060 Lincitor AIC	Douter WA CONSE	KENIDN, WA 30000									27 - 27 27		<sup>ي</sup> بري در بر		12811 SE 38th	Belevue. WA 98006	24 24 4	
						72 - Redmond										14 T	(3 - Issaquan Ib											4 - Xenico														75 - Factoria		5	



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		06/15/2000, filed	UDIZ11/2000 as	200005000112	111000000								The state of the s															07/10/1998, filed	1/22/1998	instrument number	98129362								
further assigned 03/14/1991 from Collins Food International, inc. to Kentucky Fried Chicken of California, Inc. as	turther assigned to South Sound Restaurants, Inc.		ليكي المحالي المحالية المحالية				and the second				5									assigned 05/04/1982 from	Mount Hood Food	Company to Kentucky	Fried Chicken of	California, Inc. In 500K	Laulinomamah muniv	Oragon		assigned 03/14/1991 from	Collins Food International,	Inc. to Kentucky Fried	Chicken of California, Inc.	as merearer assigned by	disarginitizatili Ul rodor dia di 07/00/4000 ferrer	HOULDER CARA Chicken	A California Inc to	UI CallUtita, Hite IV	Retainants of	Orecon. Inc.	instrument number
to tenant. as further ammended 09/14/1998		as ammended 7/26/1999				re <sup>den</sup>	9.79 1.55	A A A A A A A A A A A A A A A A A A A				ac ammanded 080M/1980	an finite memory of 1100/1008							as ammended 06/25/1986								as ammended 04/23/1986	as further ammended 11/25/1997	as to tandlord, 11/24/1997 as	to tenant								
		10/31/1999 -	10/31/2019							······································		277/1980	101100	- 0002/10/1						15 years								10/17/1977 -	10/31/1997					Ī		T	}		T
		12/ /1998										107140RD			18 21 21	7 7 1) 7		- 1.1 <sup>11</sup> - 5.11		6/29/1979								3/10/1977				-		+					
		Madrona Real	Estate	Investors One,	na	Olucialia	CIBINIPL					Caor		POWIESIand/			No. No.			Auramae P.	Lawson/	Mount Hood	Food Company					Rogers	Construction/	Collins Food	International, Inc.			Ì		-			
Restaurants, Inc.		Madrona Real	Estate	Investors, LLC/	Orchard	Faimers						Lined Machines	Island Vernures,	LLC, Richard U,	Knight & Karen	Contrast Early	Crowston - Comparison	-		Auramae P.	Lawson	Kentucky Fried	Chicken of	California, Inc.	T			Powell Glaan	Associates, LLC	D/B/A Glisan	Street Station	Northwest	Kestaurante	Uregon, Inc.					
		Madrona Real	Estate	Investors, LLC				-				total for the second	Island Ventures,	LLC, Richard D.	Knight & Karen	L KNOUT				Laverne S.	Tufford		1947				110	Powell Glisan	Associates, LLC	D/B/A Glisan	Street Station								
		Stacit WA											Island, WA							Multhomah, WA					<u></u>		and the second s	Multromeh, WA		i seri	1.00		100 M	Surgers and	Ì		+	-	
		1702 Crummerial Avenue												Oak Harbor, WA 98277						5009 SE Powell Blvd IV								Bet.	Portland, OR 97230					e <sup>rs</sup>		- Sec - 3	and the second second	Service Se	
		0 Asserting TB	T										11 - Oak Harbor [1.	0						15 SOIL and Proved								6 - Gisan	<b>a.</b>			2-2-5-5		900 S	A A A	North Walt			



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		07/21/1998, filed 07/22/1998 as	98129385								07/21/1998, filed	07/22/1998 as	instrument number	96129368								.									
18129381	Star	liom lice		Lawless and Fwom	Co Trustees of their successors in	thust under the	Living Trust	Dated 06/09/1989	recorded 10/31/1994	94-167462	areinned 07/71/(998 from	Kentucky Fried Chicken	of Celifornia Inc. to	Northwest Restaurants	Oregon, Inc.											seeinned (13/14/1991 from	Collins Food International.	Inc. to Kentucky Fried	Chicken of California, Inc.		
		as ammended 07/01/1986. as further ammended 07/01/1998								and the second	J	None					on ammended 10(31/1973				as emmended 07/01/1986	as further anmended 04/01/2002									
		7/21/1998 -										2/01/1990 -	CRAUISI				100100	101113/4-			- 8/61/10/6	9/1/993					- 4/10/1	12/31/1890			
		2/1/1983	╉╄					1		ari Ali Ali		2/21/1989	200 200 200 200 200 200 200 200 200 200					9/14/19/3			0111078	2101110					9/14/1973				
		Community	First Federal Savings/	Fried Chicken								Rockwood-Stark	Center, Inc./	Kentucity	Fried Chicken			American Property	Calline Front	International, Inc.	0	Auramae r.	Mount Hood	Food Co.			American Property	Investors II/	Colluns Food International Inc.		
		Fred Raymond	Lawless and Hiomi Lawless	Co Trustees of their successors in	trust under the Lawless Family	Living Trust	Dated 06/09/1905/	Restaurants	Oregon, Inc.			Reviewed Stark	Center Inc/	Northwest	Restaurants	Oregon, Inc.		È	Investors IV	Linternational, inc.		A. Kay Lawson	Mincheuset	Restaurants	Oregon, Inc.		American Real	Estate Partners/	Kentucky Fried	Chicken of Cafilomia, Inc.	
		Emit Raymond	E	Co Trustees of their	trust under the	┿	Dated 08/09/1989					Budened Chief	Contac Inc	Cellier, IIK.				American Property	Investors II	la secondo	an de la calente Calente de la calente de la Calente de la calente de la	A. Kay Lawson	thustee	er e	- 14 <sub>19</sub>		Amaximum Dag	Estate Partners			
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5-Sandy		- Oregon City	- King Road	- Hillsboro	- Tigaard
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Lackarnas, OR		Lacksmas, OR	Lackamas, OR	Washington, O	Washington, O
Brad G. Pickling A.K/A Bradbord A.K/A Bradbord Vicki L. Pickling Vicki L. Pickling	Construction Construction Construction Onth Trust dated 05/07/1993	Lackamaa, OR Elizabeth J. Caddwell Thomas E. Busish, Sr Robert G. Offi	Diaringar's Propertes Inc.	Attord Furle & Carol E Furle	American Real Estate Partners
Brad G. Picking A/K/A Bradbord G. Picking & Vicki L. Picking/ Northwest Restaurants Cregon, Inc.			Properties Inc./ Northwest	Alford Furie & Carol E. Furie/ Northwest Restaurants Oregon, Inc.	American Real Esiaie Partners/ Northwest Northwest Restaurants Oregon, Inc.
Brad G. Picking/ Kentucky Fried Chitken of California, Inc.	Enlargrives, inc.	<u>+++</u> +++	Digninger's Digninger's Properties Inc. Enterprises Inc.	Alford Furle & Carrol E. Furle/ Nonthwest Restaurants Oregon, Inc.	American Property Investors IV Collins Food International, Inc.
6/15/1983		8/10/1971	4/14/1971	9/1/1999	9/14/1973
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as ammended 12/05/2002		to renant	as ammended 05/21/1994 as further annexided 07/21/1994 as further ammended 02/22/1998 as further ammended 02/22/1998 as to landerd 03/03/1998 as	Nom	
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07720/1998, filed 07720/1998 as Justrument number 07E: Memorandt is for KFC not Northwest		07/21/1998, filed 07/21/1998 as instrument number 98-066650	07/08/1998, filed 07/08/1998 asd instrument number 99-066647		



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	as further ammended 05/01/2003	6/30/2000		Carlson & Lewis	Northwest			Lake Oswego, OR 97035	
یند میں ۲۷	as ammended 01/01/1986	7/01/1985 -	1/9/1984	Effie Moran	Moran, LLC/	Moran, LLC	Lackamas, OR	15645 Boones Ferry Rd	/ - Lake Uswego
and the second	_								

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LOT 2, BINDING SITE PLAN NO. MV-1-99, APPROVED MAY 13, 2002, AND RECORDED MAY 31, 2002, UNDER AUDITOR'S FILE NO. 200205310140, BEING A PORTION OF THE SOUTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 18, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., IN THE COUNTY OF SKAGIT AND STATE OF WASHINGTON.

