

Return Address:

ACCC, Inc., c/o Fidalgo Chevron
1120 Commercial Ave.
Anacortes, WA 98221



200405280290
Skagit County Auditor

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112373 PA
LAND TITLE OF SKAGIT COUNTY

Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)

Document Title(s) (or transactions contained therein): (all areas applicable to your document must be filled in)

1. Assignment and Assumption of Lease and Consent to Assignment.

Reference Number(s) of Documents assigned or released:

Additional reference #'s on page _____ of document

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

Grantor(s) (Last name, first name, initials)

1. Noesis Financial, Inc.
2. Carabba, David A.
3. Carabba, Nancy J.
4. Werner, Richard S.
5. Werner, Joy
6. Wells, Barbara B, as Trustee of the W.V. Wells Testamentary Trust

MAY 28 2004

Amount Paid \$ 0
Skagit Co. Treasurer
By JP Deputy

Grantee(s) (Last name first, then first name and initials)

1. ACCC, Inc.

Additional names on page _____ of document.

Legal description (abbreviated: i.e. lot, block, plat or section, township, range)

Lots 17, 18, 19, and 20, Block 40, ORIGINAL PLAT OF THE CITY OF ANACORTES, together with the South half of vacated alley abutting thereon; and Tract 10, "PLAT NO. 10, TIDE AND SHORE LANDS of Section 19, Township 35 North, Range 2 E., W.M., of Anacortes Harbor" according to the official map thereof on file in the office of the State Land Commissioner at Olympia, Washington

Assessor's Property Tax Parcel/Account Number

~~P55109~~

P55110

P32953

☐ Assessor Tax # not yet assigned

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

**ASSIGNMENT AND ASSUMPTION OF LEASE,
CONSENT TO ASSIGNMENT AND LEASE MODIFICATION**

ASSIGNMENT AND ASSUMPTION OF LEASE

This Assignment and Assumption of Lease ("Assignment") is made and entered into this 26 day of May, 2004.

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Noesis Financial, Inc., a Washington Corporation, and David A. Carabba and Nancy J. Carabba, husband and wife, ("Assignor") hereby assigns and transfers to ACCC, Inc., a Washington Corporation, ("Assignee") all of Assignor's right, title, and interest in and to that certain lease ("the lease") dated March 13, 1993 between Richard S. Werner and Joy Werner, husband and wife, and W.V. Wells and Barbara B. Wells, husband and wife, as Lessors, hereinafter collectively referred to as "Lessor" (Lessors' interest now held of record by Richard S. Werner and Joy Werner, husband and wife, and Barbara B. Wells, as Trustee of the W.V. Wells Testamentary Trust), and Noesis Financial, Inc., a Washington Corporation, and David A. Carabba and Nancy J. Carabba, husband and wife as Lessee for those certain premises (the "Premises") described in the Lease (street address 1120 Commercial Avenue), the legal description of which is as follows:

Lots 17, 18, 19, and 20, Block 40, ORIGINAL PLAT OF THE CITY OF ANACORTES, together with the South half of vacated alley abutting thereon; and Tract 10, "PLAT NO. 10, TIDE AND SHORE LANDS of Section 19, Township 35 North, Range 2 E., W.M., of Anacortes Harbor" according to the official map thereof on file in the office of the State Land Commissioner at Olympia, Washington

2. Assumption. Assignee hereby accepts the assignment of the Lease made herein, assumes the Lease and all rights and obligations of Assignor thereunder, and agrees to look to Richard S. Werner and Joy Werner, husband and wife, and Barbara B. Wells, as Trustee of the W.V. Wells Testamentary Trust as Lessors thereunder. Assignee covenants and agrees to make all payments and to perform all duties and obligations required of the Lease, including the modifications set forth in this document, from and after the date of this assignment at the times and in the manner such payments and performances are to be paid and performed under the terms of the lease. Assignee agrees to hold Assignor harmless and indemnify Assignor for any losses or liabilities Assignor may incur as a result of Assignee's failure to fully perform the duties and obligations assumed in this agreement and under the lease.

3. Security Deposit. Assignor's interest in the security deposit, if any, made under the Lease is hereby assigned to Assignee.

LEASE ASSIGNMENT, CONSENT, AND LEASE MODIF



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4. Lessor's Consent. It is understood and agreed that this assignment is subject to the terms and conditions of Lessor's Consent to Assignment and Lease Modification set forth herein.

5. Effective Date. This assignment and assumption agreement shall be effective on closing of that certain purchase and sale agreement dated March 30, 2004 in which assignee is purchasing the assets of Assignor used in the operation of that certain business known as Fidalgo Chevron. In the event this transaction fails to close within 10 business days of the execution of this Assignment and the Lessor's Consent given below, this Assignment and Assumption, Consent to Assignment, and Lease Modification shall be of no force and effect.

CONSENT TO ASSIGNMENT

1. Consent to Assignment. This Consent to Assignment ("Consent") is made and given this 26 day of May, 2004, by Richard S. Werner and Joy Werner, husband and wife, and Barbara B. Wells, as Trustee of the W.V. Wells Testamentary Trust, Lessor, under that certain Lease dated March 13, 1993 more fully described in paragraph one of the Assignment set forth above.

a. Consent. Lessor hereby consents to the Assignment to which this Consent is appended and accepts Assignee as Tenant under the Lease, subject to the terms and conditions stated herein.

b. Reservation of Lessor's Rights. The foregoing Consent is made and given pursuant to the Lease, which lease is the subject of the Assignment. Lessor specifically reserves all of Lessor's rights and privileges under the Lease, including, but not limited to those rights specifically discussed herein. No waiver, explicit or implied, of Lessor's rights under the Lease is intended by Lessor's giving of this Consent or Lessor's acceptance of Assignee as Tenant under the Lease.

c. Release of Assignor. Upon execution of this Assignment and Consent to Assignment, and the closing of that certain transaction in which Assignee is purchasing the assets of Assignor's business commonly known as Fidalgo Chevron, Assignor's shall be released from all liability under the lease and amendments thereto, except for obligations accruing prior to the effective date of the above Assignment and Assumption.

d. Future Assignments and Subleases. This Consent shall not be construed as consent by Lessor to any future assignments or subleases without full compliance with the provisions of the Lease.

e. Recordation. The Assignment and this Consent may be recorded by any party to this agreement.

f. Subordination. Subject to the terms of this paragraph this Assignment shall be subject and subordinate to any future mortgages or deeds of trust on the Premises, or the real property of which the Premises is a part, provided that the mortgagee or beneficiary under the deed of trust agrees that in the event mortgagee or beneficiary acquires title through foreclosure or otherwise, they shall

LEASE ASSIGNMENT, CONSENT, AND LEASE MODIFICATION



honor the lease so long as tenant is not in default under the lease. Subject to the foregoing, Assignor and Assignee shall execute and deliver upon demand by Lessor and in the form requested by the Lessor, any additional documents evidencing the subordination of the Lease and/or the Assignment to said mortgages or deeds of trust.

LEASE MODIFICATION

Lessor and Assignee/Lessee, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree that the terms of the lease are modified as follows:

a. Section 2 of the Lease is amended to read as follows:
"Term of Lease". The term of the lease shall be for a period of 36 years, commencing June 1, 1993 through May 31, 2029, unless sooner terminated as hereinafter provided". Section 2 is also amended to include the following statement; "At the conclusion of the stated term of this Lease, Lessee shall have the option to extend this Lease for two additional terms of five (5) years on the same conditions as set forth in the Lease as amended, except with respect to rent which shall be determined in accordance with section b of this lease modification. . In the event Tenant wishes to exercise the options provided for in this section, Tenant shall give notice in writing of the exercise of the option at least 60 days prior to the expiration of the then present term.

b. Section 3 of the Lease is amended to include the calculation of the monthly rental for the additional term referenced above in the same manner as described for each five year period following the initial 10 year period of the Lease, i.e; applying the percentage of change in the last year of each five year period of the "ALL URBAN CONSUMERS, SEATTLE AREA COST OF LIVING INDEX" for the annual change of each following 5 year lease period.

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c. ~~Section 2 of the Lease is amended to provide that there shall be a reduction in the rent of 15% during the first 24 month period commencing June 1, 2004 and recovery of such reduction on the following 24 month period. The monthly rent during this 48 month period shall be as set forth in Exhibit "A" attached hereto. At the end of the forty-eight month period, the monthly lease payment will return to the regularly scheduled lease payment calculation, as if the rent reduction and recapture set forth herein had not occurred.~~

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ASSIGNOR:

Noesis Financial, Inc.

David A. Carabba

By: David A. Carabba, President

David A. Carabba

David A. Carabba

Nancy J. Carabba

Nancy J. Carabba

LANDLORD:

Richard S. Werner

Richard S. Werner

Joy Werner

Joy Werner

Barbara B. Wells, as Trustee of the
W.V. Wells Testamentary Trust

Barbara B. Wells

STATE OF WASHINGTON)

COUNTY OF *Skagit*) ss

On this *11th* day of *May*, 2004 before me, the undersigned, a Notary public for the State of Washington, duly commissioned and sworn, personally appeared David A. Carabba to me known to be the President of Noesis Financial, Inc., the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

Witness my hand and official seal hereto affixed the day and year first above written.

[Signature]
Notary Public for the State of

Washington residing at *11001 1st*

My commission expires *July 12, 2005*

LEASE ASSIGNMENT, CONSEN

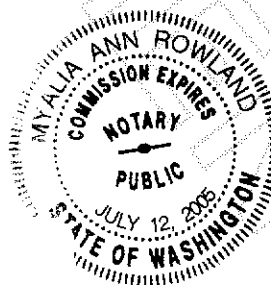
ASSIGNEE:

ACCC, Inc.

Ted Filler

By: Ted Filler, President

Ted Filler



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Skagit County Auditor

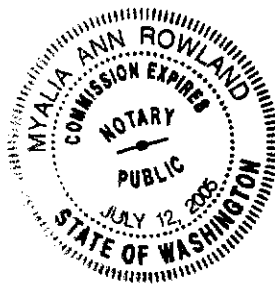
STATE OF WASHINGTON)

COUNTY OF Skagit)^{SS}

On this 26 day of May, 2004 before me, the undersigned, a Notary public for the State of Washington, duly commissioned and sworn, personally appeared Ted Filler to me known to be the President of ACC, Inc., the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

Witness my hand and official seal hereto affixed the day and year first above written.

[Signature]
Notary Public for the State of
Washington residing at Anacortes
My commission expires July 12, 2005



STATE OF WASHINGTON)

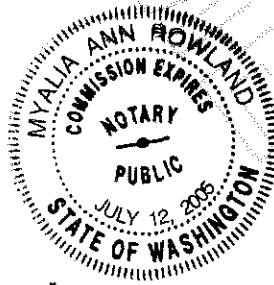
COUNTY OF Skagit)^{SS}

On this 26 day of May, 2004, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared David A. Carabba and Nancy J. Carabba to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged to me that they signed and sealed the said instrument as their free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal affixed the day and year in this certificate above written.

My Appointment Expires: July 12, 2005

[Signature]
Notary Public in and for the State of Washington,
Residing at: Anacortes



LEASE ASSIGNMENT, (



200405280290
Skagit County Auditor

STATE OF WASHINGTON)

COUNTY OF Skagit) ss.

On this 26 day of May, 2004, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Richard S. Werner and Joy Werner to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged to me that they signed and sealed the said instrument as their free and voluntary act and deed, for the uses and purposes therein mentioned.

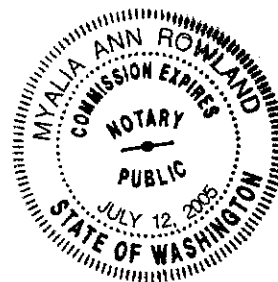
WITNESS my hand and official seal affixed the day and year in this certificate above written.

My Appointment Expires:

July 12, 2005

Myalia Ann Rowland

Notary Public in and for the State of Washington,
Residing at: Anacortes



STATE OF WASHINGTON)

COUNTY OF Skagit) ss.

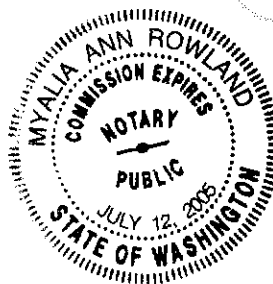
I certify that I know or have satisfactory evidence that Barbara B. Wells is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Trustee of the W.V. Wells Testamentary Trust to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 26 day of May, 2004

Myalia Ann Rowland

Notary Public for the State of Washington
residing at Anacortes

My appointment expires July 12, 2005



LEASE ASSIGNMENT, CONSENT, AND I



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Skagit County Auditor