

200707310161

Skagit County Auditor

7/31/2007 Page

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Land Title

Document Title:

Assignment of Lessee's Interest in lease

Reference Number: 200006296112 + 200302130097

Grantor(s):

☐ additional grantor names on page ____

1. Northwest Restaurants Inc
2. Northwest Restaurants Oregon Inc
Spokane Inc

Grantee(s):

☐ additional grantee names on page ____

1. Bank of America as administrative agent
- 2.

Abbreviated legal description:

☐ full legal on page(s) ____

4m Lots 1-8 + gen vacated Alley Block 46, Park

Assessor Parcel / Tax ID Number:

☐ additional tax parcel number(s) on page ____

D 55158

A 117487

**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

126315-TA LAND TITLE OF SKAGIT COUNTY

ASSIGNMENT OF LESSEE'S INTEREST IN LEASE

**Assignor: NORTHWEST RESTAURANTS, INC.
NORTHWEST RESTAURANTS OREGON, INC.
SPOKANE, INC.**

Assignee: BANK OF AMERICA, N.A., as ADMINISTRATIVE AGENT

This Assignment is one of Eight (8) original counterparts; one original will be filed in each of the counties listed below:

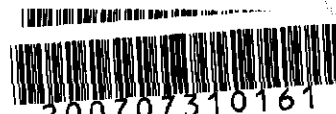
Store Name and #	Address	County	Type	Abbreviated legal descriptions:	Assessor's Tax Parcel Id#
44 - Twenty Ninth	2819 E. 29 th Ave. Spokane, WA 99223	Spokane, WA	Ground Lease	SE SE 28-45-43	35284.0015
47 - Veradale	15330 E. Sprague Ave., Spokane Valley, WA 99037	Spokane, WA	Ground Lease	BLK 65 Vera	45231.0114
48 - Airway Heights	11921 W. Sunset Hwy., Airway Heights, WA 99001	Spokane, WA	Ground Lease	Parcel "B" SP03-02	15252.0169
062 - Bellingham	1120 Barkley Boulevard, Bellingham, WA 98226	Whatcom, WA	Ground Lease	Lot C-22, Sunset Parcel C LLA #2006-A	380320 108427 0000
073 - Issaquah TB	555 NW Gilman Issaquah, WA 98207	King, WA	Ground Lease	Lot 1 S/P No. 78-04 REC No. 7812180874	2824069245
075 - Factoria	12611 SE 38th Bellevue, WA 98006	King, WA	Ground Lease	Lot 5, Factoria Square Div I	244270 0050
██████████ Anacortes TB	1702 Commercial Avenue Anacortes, WA 98221	Skagit WA #	Ground Lease	Lots 1-8 & 16-20, TGW vacated alley, Blk 46, Ana.	3772-046-008-00005, 3772-046-020-0009 and 7718
82-Sammamish	22911 NE 4th Street, Sammamish, WA 98074	King, WA	Ground Lease	NW ¼, Section 34, Township 25 N, Range 6E	34205 9058



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051 - Lacey	4521 Lacey Blvd SE Lacey, WA 98503	Thurston, WA	Space Lease	PT L5-6, BLK 2, Mattson Addition	1182-01-13400, 1182-01-13600, 9900-01-4210
052 - Centralia	619 West Main St. Centralia, WA 98531	Lewis, WA	Space Lease	Lot 5-6, Blk 44, Washington Addition	00472000000, 00474000000 700010193000
054 - Tumwater	5110 Capital Blvd Tumwater, WA 98501	Thurston, WA	Space Lease	Lot 8, Trosper Addition, pt lot 2, BLA	8040-00-00700
057 - Woodinville	17101 - 140th Ave NE Woodinville, WA 98072	King, WA	Space Lease	E ½ Sec 10, Twp 26 in Range 5 E, W.N.	102605-9012
058 - Evergreen	7407 Evergreen Way Everett, WA 98203	Snohomish, WA	Space Lease	L3, Blk 1, Beverly Homes Tract & PT Lot 4, Blk 1, Beverly Homes Tract, Division 2	00-3937-001-003- 04
059 - Marysville	1234 State Avenue Marysville, WA 98270	Snohomish, WA	Space Lease	Lot 3, Safeway Plaza, NW ¼ Sec 28, Twp 30, Range 5 E	30-0528-002-018- 00
066 - Broadway	2702 Broadway Everett, WA 98201	Snohomish, WA	Space Lease	Lots 26-27, Blk 629, Plat of Everett, Lot 28, S ½ 29 Blk 629, Plat of Everett, N ½ Lot 29, all lot 30, pg 629, plat of Everett and all of Lots 31-22, Blk 629, Plat of Everett	00-4391-629-028- 00
072 - Redmond	7870 - 159th Place NE Redmond, WA 98052	King, WA	Space Lease	Lot 1, Blk 1 W Redmond Addition	927070-00005
077 - Smokey Point	3433 - 169th Place NE Arlington, WA 98223	Snohomish, WA	Space Lease	Lot 3, Smokey Point Shopping Center	00-4828-000-001- 03
081 - Oak Harbor	130 SE Barrington Drive Oak Harbor, WA 98277	Island, WA	Space Lease	Sec 2-3, Twp 32 N, Range 1, EWM	R13203-249-4590



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ASSIGNMENT OF LESSEE'S INTEREST IN LEASE

THIS ASSIGNMENT OF LESSEE'S INTEREST IN LEASE (the "Assignment") is made is made this 19 day of July, 2007, collectively by **NORTHWEST RESTAURANTS, INC.**, a Washington corporation, **NORTHWEST RESTAURANTS OREGON, INC.**, an Oregon corporation, and **SPOKANE, INC.**, a Washington corporation, each having an address of 17331 135th Avenue NE, Suite B, Woodinville, WA 98072 (hereinafter collectively called "Assignor") for the benefit of **BANK OF AMERICA, N.A.**, a national banking association organized and existing under the laws of the United States of America, as Administrative Agent on behalf of itself, the Lenders and the other Secured Parties (hereinafter referred to as the "Administrative Agent" or the "Assignee", in each case, which term shall include each of its successors and assigns), having address of Bank of America, N.A., Mail Code: IL1-231-08-30, 231 South LaSalle Street, Chicago, Illinois 60697, Attention: Agency Services. *All terms used but not otherwise defined herein shall have the meanings given thereto in the Credit Agreement (defined below).*

WITNESSETH:

WHEREAS, Assignor, Coastal Plains Restaurants, LLC, a North Carolina limited liability company ("CPR"), and Plains Coastal Properties, LLC, a North Carolina limited liability company ("PCP") (Assignor, CPR, and PCP, together with their respective successors and assigns, are sometimes hereinafter collectively called "Borrower" or "Borrowers"), the Administrative Agent and those certain lenders party from time to time thereto (the "Lenders") are party to that certain Credit Agreement dated as of July 19th, 2007 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement" or the "Agreement"); and

WHEREAS, pursuant to the terms of the Credit Agreement and the other Loan Documents, the Lenders have extended to the Borrowers certain credit facilities, including (i) a Term Facility in the original principal amount of Sixty Million and No/100 Dollars (\$60,000,000.00) as evidenced by the Term Notes, including without limitation the Term Notes identified on Schedule 1 attached hereto (the "Term Notes"), and (ii) a Revolving Credit Facility in the original maximum principal amount of Ten Million and No/100 Dollars (\$10,000,000.00) as evidenced by the Revolving Credit Notes, including without limitation the Revolving Credit Notes identified on Schedule 1 (the "Revolving Credit Notes"), which includes a Swing Line Sublimit for Swing Line Loans, as evidenced by a Swing Line Note (collectively, with the Term Notes and the Revolving Credit Notes, the "Notes", and the Loans evidenced thereby are collectively referred to herein as the "Loans", it being understood that the Swing Line Loans (and the Swing Line Note) are a part of the Revolving Credit Facility and not in addition thereto), or, in the each case with respect to amounts, so much thereof as has been advanced, in lawful money of the United States of America, with interest thereon at the rates and times, and in the manner and according to the terms and conditions specified in the Credit Agreement, the Notes and the other Loan Documents, all of which are incorporated herein by reference; and

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WHEREAS, Assignee shall hold the interests and exercise the rights granted hereunder in trust as agent for the benefit of and as security for the Secured Parties, as more fully provided in the Credit Agreement; and

WHEREAS, the Note is secured, in part, by, among other Loan Documents, those certain Deeds of Trust/Mortgage 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 Notes pursuant to the terms and conditions of the Credit Agreement and have requested, and Assignor has agreed to execute and deliver this Assignment; and

WHEREAS, Assignor entered into those certain leases (collectively, the "Lease") described on Schedule F, attached hereto and made a part hereof, by and between Assignor as tenant and the respective Landlord's described on Schedule F, 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:

1. Assignment. To secure (i) the payment of principal of, and accrued interest on, the Notes and (ii) the performance of all other obligations of the Borrowers set forth in the Credit 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. Representations and Warranties. 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. Affirmative Covenants. 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. Negative Covenants. 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 Leases; or

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

5. 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 Assignee by reason of any alleged obligation on the Assignee' 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 Assignee with respect to their own gross negligence, bad faith or wilful misconduct.

6. Rights and Privileges. Prior to an Event of Default, Assignor shall retain all rights and privileges of tenant which arise from or out of the Lease, including but not limited to

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the use and enjoyment of the Premises and the right to the profits arising from the use of the Premises.

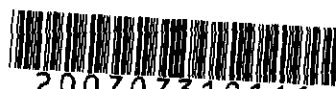
7. Default. After a Default has occurred and is continuing, Assignee, as agent, at its option, without notice may (i) assume the role of tenant under the Lease, (ii) enter upon and, as tenant, take possession of and operate the Premises, (iii) surrender the Lease, (iv) make any alterations, renovations, 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. Termination. 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 Notes and satisfaction and performance by Assignor of all its Obligations under the Loan Documents. Cancellation of the Deed of Trust/Mortgage shall act as a termination and cancellation of this Assignment.

9. Assigns. 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; provided; that the Assignor may not assign its rights or obligations under this Assignment without the prior written consent of Assignee.

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

11. Terms Defined. Terms used herein and not defined herein have their respective defined meanings as set forth in the Credit Agreement. The term "Assignee" shall include the Administrative Agent, acting on behalf of the owners and holders of the Notes and other Obligations secured hereby whether or not named as Assignee herein.



IN WITNESS WHEREOF, Assignor, by its duly authorized officer, has executed and delivered this Instrument under seal.

ASSIGNOR:

NORTHWEST RESTAURANTS, INC.

By: Samuel L. Sibert
Samuel L. Sibert
President

[CORPORATE SEAL]

NORTHWEST RESTAURANTS OREGON, INC.

By: Samuel L. Sibert
Samuel L. Sibert
President

[CORPORATE SEAL]

SPOKANE, INC.

By: Samuel L. Sibert
Samuel L. Sibert
President

[CORPORATE SEAL]

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

JUL 31 2007

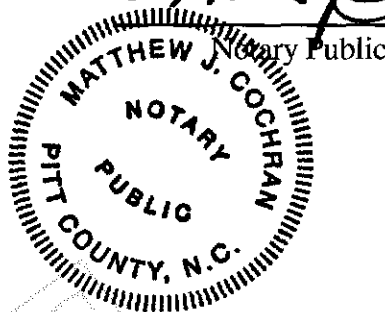
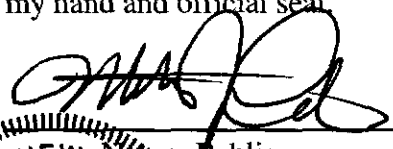
Amount Paid \$
Skagit Co. Treasurer
By mlm Deputy



STATE OF North Carolina,
COUNTY OF Pitt, SS:

On this 19th day of July, 2007, 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.

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

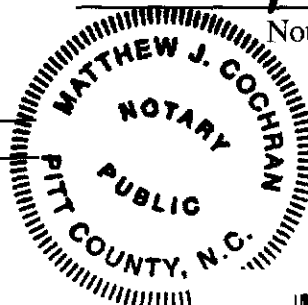
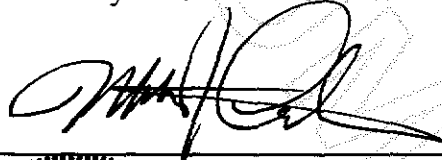


My Commission Expires: 4/9/2011
County of Residence: Pitt County, NC

STATE OF North Carolina,
COUNTY OF Pitt, SS:

On this 19th day of July, 2007, 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.



My Commission Expires: 4/9/2011
County of Residence: Pitt County, NC

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STATE OF North Carolina.

COUNTY OF Pitt, SS:

On this 19th day of July, 2007, 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 SPOKANE, 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.



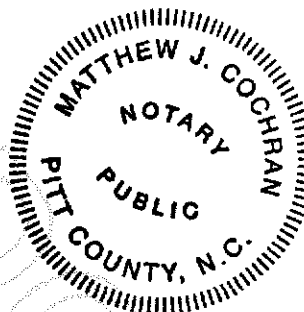
Notary Public

My Commission Expires: 4/9/2011

County of Residence: Pitt County, NC

THIS INSTRUMENT PREPARED BY:

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



SCHEDULE 1

NOTES

Term Notes:

1. Term Notes dated July ~~19th~~, 2007 made by Grantors, NRI, Oregon and Spokane in favor of Bank of America, N.A. in the aggregate principal amount of \$25,714,285.71.
2. Term Notes dated July ~~19th~~, 2007 made by Grantors, NRI, Oregon and Spokane in favor of Citicorp Leasing, Inc. in the aggregate principal amount of \$19,285,714.29.
3. Term Notes dated July ~~19th~~, 2007 made by Grantors, NRI, Oregon and Spokane in favor of General Electric Capital Corporation in the aggregate principal amount of \$15,000,000.00.

Revolving Credit Notes:

1. Revolving Credit Notes dated July ~~19th~~, 2007 made by Grantors, NRI, Oregon and Spokane in favor of Bank of America, N.A. in the aggregate principal amount of \$4,285,714.29.
2. Revolving Credit Notes dated July ~~19th~~, 2007 made by Grantors, NRI, Oregon and Spokane in favor of Citicorp Leasing, Inc. in the aggregate principal amount of \$3,214,285.71.
3. Revolving Credit Notes dated July ~~19th~~, 2007 made by Grantors, NRI, Oregon and Spokane in favor of General Electric Capital Corporation in the aggregate principal amount of \$2,500,000.00.

Swing Line Notes:

1. Swing Line Notes dated July ~~19th~~, 2007 made by Grantors, NRI, Oregon and Spokane in favor of Bank of America, N.A., as Swing Line Lender, in the aggregate principal amount of \$6,500,000



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080 – Anacortes TB
1702 Commercial Avenue
Anacortes, WA 98221

Fee Owner – Madrona Real Estate Investors, LLC

EXHIBIT "A"
LEGAL DESCRIPTION

LOTS 1 THROUGH 8, INCLUSIVE. BLOCK 46, EXCEPT THE SOUTH 21 FEET OF LOTS 1 THRU 5, INCLUSIVE, "MAP OF THE CITY OF ANACORTES, SKAGIT COUNTY, WASHINGTON", AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 4, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATE IN THE CITY OF ANACORTES, COUNTY OF SKAGIT, STATE OF WASHINGTON.



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SCHEDULE I

[Description of WA Leases]

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SCHEDULE OF LEASES

<u>PROPERTY NAME/ADDRESS</u>	<u>LEASE INFORMATION</u>	<u>LANDLORD INFORMATION</u>
051 - Lacey 4521 Lacey Boulevard SE, Lacey, WA 98503	Lease dated 9/21/1995 by and between Paul Gyls and Ruth Gyls as Landlord and South Sound Restaurants as tenant Term: 9/25/95 - 9/25/05, plus 3 - 5 year options	Paul Gyls and Ruth Gyls 634 Kenwood Street, S.E. Olympia, WA 98503
052 - Centralia 619 West Main Centralia, WA 98531 Lewis, WA	Lease dated 9/21/1995 by and between Paul Gyls and Ruth Gyls as Landlord and South Sound Restaurants as tenant Term: 9/25/95 - 9/25/05, plus 3 - 5 year options	Paul Gyls and Ruth Gyls 634 Kenwood Street, S.E. Olympia, WA 98503
054 - Tumwater 5110 Capital Blvd Tumwater, WA 98501 Thurston, WA	Lease dated 9/21/95 by and between Zita Zviridy's as landlord and Southbound Restaurants, Inc. as tenant Term: 9/25/95 - 9/25/2005 plus 2 - 5 year options	Ms. Zita Zviridy's P.O. Box 3569 Lacey, WA 98509-3569
057 - Woodinville 17101 - 140th Ave NE Woodinville, WA 98072 King, WA	Lease dated 3/31/99 by and between Pickle Point Properties, LLC as Landlord and South Sound Restaurants, Inc. as tenant Term: 04/01/99 - 03/30/2019	Pickle Point Properties, LLC 501 94 th Avenue, SE Bellevue, WA 98004
058 - Evergreen 7407 Evergreen Way Everett, WA 98203 Snohomish, WA	Lease dated 06/02/99 by and between Koehler Family Partnership as Landlord and South Sound Restaurants, Inc. as tenant Memorandum of Lease recorded 06/14/99 as 199906140624 Term: 08/01/99 - 08/04/2014	Koehler Family Partnership 3319 Colby Avenue, #305 Everett, WA 98201
059 - Marysville 1234 State Street Marysville, WA 98270 Snohomish, WA	Lease dated 06/18/99 by and between Captec Net Lease Realty, Inc. as landlord and South Sound Restaurants, Inc. as tenant Term: 08/01/99 - 08/01/2019	Captec Net Lease Realty 24 Frank Lloyd Wright Drive, Lobby L, Ann Arbor, Michigan 48106
062 - Bellingham 1120 Barkley Boulevard, Bellingham, WA 98226 Whatcom, WA	Lease dated August 20, 2003 between Sunset Barkley Investors, L.L.C., as landlord, and Northwest Restaurants, Inc., as tenant Term:	Sunset Barkley Investors, L.L.C. 3700 Beazer Road, Bellingham, WA 98226
066 - Broadway 2702 Broadway Everett, WA 98201	Lease dated July 19, 2007 between CSLS, Inc., as landlord, and Northwest Restaurants, Inc., as tenant	CSLS, Inc. 17331 135th Avenue, NE, Suite B Woodinville, WA 98072



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<u>PROPERTY NAME/ADDRESS</u>	<u>LEASE INFORMATION</u>	<u>LANDLORD INFORMATION</u>
Snohomish, WA		
072 - Redmond 7870 - 159th Place Redmond, WA 98052 King, WA	<p>Lease agreement dated 3/29/71 by and between Carl Hossman and Martha B. Hossman, a marital community, per Carl Hossman, II, their duly appointed attorney in fact, together with R. Alex Polson, as his separate property as lessor and Gill A. Centioli and Alma Centioli as lessee</p> <p>Amendment to lease dated 04/20/1971</p> <p>Second Amendment to Lease dated 08/15/79</p> <p>Third Amendment to Lease dated 10/12/1984</p> <p>Fourth Amendment to Lease dated 06/19/1998</p> <p>Assignment of Lease to Collins Food International, Inc. dated 07/18/1983</p> <p>Second Assignment of Lease to Kentucky Fried Chicken on California, Inc. dated 03/14/1991</p> <p>Third Assignment of Lease to South Sound Restaurants, Inc. dated 06/18/1998</p> <p>Memorandum of Lease recorded 09/22/1998 as Instrument Number 9809221295</p> <p>Term: 7/1/98-6/30/08, plus 2 five year options</p> <p>Second Amendment extends term of lease until 6/30/2018</p>	<p>Carl Hossman and Martha B. Hossman, a marital community, per Carl Hossman, II, their duly appointed attorney in fact, together with R. Alex Polson</p> <p>College Club Building Suite 209 505 Madison Street Seattle, WA 98104</p>
073 - Issaquah TB 555 NW Gilman Issaquah, WA 98207 King, WA	<p>Lease agreement dated 07/01/1983 by and between Gill and Alma Centioli as landlord and Collins Food International, Inc. as tenant</p> <p>Amendment to Lease dated 10/10/1986</p> <p>Assignment of Lease to Kentucky Fried Chicken of California, Inc. as tenant dated 3/14/91</p> <p>As further assigned to South Sound Restaurants, Inc. dated 9/3/1998</p> <p>Memorandum of Lease recorded 9/3/1998 as 9809221298</p> <p>Term: 07/01/1983 - 06/30/1993 year options: expires: 6/30/2008</p>	<p>Centioli Family, LLC</p>



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<u>PROPERTY NAME/ADDRESS</u>	<u>LEASE INFORMATION</u>	<u>LANDLORD INFORMATION</u>
075 - Factoria 12611 SE 38th Bellevue, WA 98006 King, WA	<p>Lease dated 05/19/1997 by and between Gill A. Centioli and Alma Centioli as tenant and Factoria Square as landlord</p> <p>Assignment of Lease from Gill A. Centioli and Alma Centioli to Collins Food International, Inc. dated 08/15/1983</p> <p>Assignment of Lessor's Interest in Lease recorded as 20041229002042 to Kimschott Factoria Mall, LLC</p> <p>Assignment of Lease from Collins Food International, Inc. to Kentucky Fried Chicken of California, Inc. dated 3/14/91 Modification agreement MOL recorded 2/22/98 as 9809221304</p> <p>As last assigned to South Sound Restaurants, Inc. dated 9/15/98</p> <p>Term: 06/01/1977 - 12/31/1997 Last expiration date: 2002 with one - 6 year option</p> <p>Expires: 12/31/2013</p>	Kimschott Factoria Mall, LLC PO Box 5787 Bellevue, WA 98006
077 - Smokey Point 3433 - 169th Place NE Arlington, WA 98223 Snohomish, WA	Lease dated July 19, 2007 between CSLS, Inc., as landlord, and Northwest Restaurants, Inc., as tenant	CSLS, Inc. 17331 135th Avenue, NE, Suite B Woodinville, WA 98072
080 - Anacortes TB 1702 Commercial Avenue Anacortes, WA 98221 Skagit, WA	<p>Lease Agreement between Madrona Real Estate Investors One, LLC as landlord and Orchard Partners as tenant dated 12/ /1998</p> <p>As assigned to Northwest Restaurants, Inc. dated 2/7/2003</p> <p>Term: 10/31/1999 - 10/31/2019</p> <p>200006290112 200302130097</p>	Madrona Real Estate Investors One 500 Union Street, Suite 900, Seattle, WA 98101



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<u>PROPERTY NAME/ADDRESS</u>	<u>LEASE INFORMATION</u>	<u>LANDLORD INFORMATION</u>
081 - Oak Harbor 130 S Barrington Drive Oak Harbor, WA 98277 Island, WA	Lease dated 2/27/1980 by and between Gary L. Powlesland as landlord and Gil's Enterprises, Inc. as tenant First Amendment to Lease dated 8/4/1980 Second Amendment to Lease dated 8/9/1998 Term: 2/20/1980 - 1/31/2005 Second amendment to lease extends term until 12/31/2008	Island Ventures, LLC, Richard D. Knight and Karen L. Knight
82-Sammammish	Lease dated 2/1/06 between SR Development, LLC as landlord and Northwest restaurants, inc. as tenant Term: 15 year lease - expires 2021	Plateau Associates, LLC
305 - 50th and Powell 5009 SE Powell Blvd. Portland, OR 97206 Multnomah, OR	Lease agreement between Auramae P. Lawson as landlord and Mt. Hood Food Company as tenant dated 06/29/1979 Assignment of Lease to Kentucky Fried Chicken of California, Inc. Assignment of Lease to Northwest Restaurants Oregon, Inc recorded 7/22/98 as 98129379 Expires 1994 Continuation of lease dated 1/26/04 to extend lease until 8/5/2009	Newmark Properties
306 - Glisan 12124 NE Glisan Street Portland, OR 97230 Multnomah, OR	Lease agreement by and between Rogers Construction Company as landlord and Collins Food International, Inc. as tenant Assignment to Kentucky Fried Chicken of California dated 3/14/1991 Last assigned to Northwest Restaurants, Inc. Memorandum of Lease recorded 7/22/98 as Document 9812382 Term: 10/17/1977 - 10/31/1997 goes through Expires: 10/31/2007	Powell Glisan Associates, LLC d/b/a Glisan Street Station c/o Powell Development Company PO Box 97070 Portland, OR 97230
311 - Barbur 7641 SW Barbur Blvd Portland, OR 97219 Multnomah, OR	Lease dated 2/1/1983 between Fred Raymon Lawless and Hilomi Lawless, Co- Trustees or their successors in trust, under the lawless Family Living Trust dated 8/9/09 as landlord and Kentucky Fried Chicken of California, Inc. Assignment of Lease to Northwest	Fred Raymon Lawless and Hilomi Lawless, Co-Trustees or their successors in trust, under the Lawless Family Living Trust dated 8/9/09 c/o Kenneth M. Montgomery 311 B. Avenue, Suite D



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<u>PROPERTY NAME/ADDRESS</u>	<u>LEASE INFORMATION</u>	<u>LANDLORD INFORMATION</u>
	Restaurants Oregon, Inc. Memorandum of Lease recorded 7/22/98 as Document 98129385 Term: 7/21/1998 – 12/31/2012	Lake Oswego, OR 97034
313 - McLoughlin 14715 SE McLoughlin Blvd Milwaukie, OR 97222 Clackamas, OR	Lease dated 09/14/1973 between American Property Investors, II as tenant and Collins Food International as Lessee Modification of Lease dated 10/31/1973 Modification of Lease to Northwest restaurants recorded 7/22/98 as 98-066644 Assignment of lease to Northwest Restaurants Oregon, Inc. recorded 7/22/98 as 98129392 Term: 10/01/1974 – 12/31/1996, plus four five year options Option to extend lease until 12/31/2016	EJM Properties Real Estate Holding, LP as to a 50% interest and Maverick Decatur Georgia, LLC as to 50% interest
314 - MLK 5721 NE Martin Luther King Blvd Portland, OR 97211 Multnomah, OR	Lease dated 12/14/78 by and between Auramae P. Lawson as landlord and Mt. Hood Food Company as tenant First Amendment dated 7/1/96 Second Amendment to Lease dated 4/1/2002 Assignment of Lease to Northwest Restaurants Oregon, Inc. recorded 7/22/98 as 98129390 Term: 09/01/1978 – 09/01/1993, plus original options 4/1/07, then renegotiated options of 4, five year options commencing on April 1, 2002, and all options to renew terminating on: March 31, 2022	A. Kay Lawson Trustee, successor to A. Kay Lawson (formerly known as Auramae P. Lawson)
322 - Tigard 11433 SW Pacific Hwy Tigard, OR 97223 Washington, OR	Lease dated 9/4/1973 between American Property Investors II as landlord and Collins Food International, Inc. as tenant Assignment of Lease to Kentucky Fried Chicken of California, Inc. dated 3/ /1991 Assignment of Lease to Northwest Restaurants Oregon, Inc. recorded 7/22/98 as 98079777 Term: 10/01/1974 – 12/31/1996, plus four five year options Option to extend lease until 12/31/2016	EJM Properties Real Estate Holding, LP as to a 50% interest and Maverick Decatur Georgia, LLC as to 50% interest
327 - Hillsboro 115 SW Oak Street Hillsboro, OR 97123	Lease dated 9/1/99 between Alfred Furie and Carole E. Furie as landlord and Northwest Restaurants Oregon, In. as tenant	Alfred Furie and Carole E. Furie 518 SE Oak, Suite 2020, Hillsboro, OR 97123



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Washington, OR	Assignment of lease to Northwest Restaurants recorded Term: 09/01/1999 – 09/01/2004, plus 3 five year options Expiration: 9/1/2019	
332 - Oregon City 1101 Main Street Oregon City, OR 97045 Clackamas, OR	Lease dated 7/30/71 between John C. Busch and Cecilia K. Busch as landlord and Speck Enterprises, Inc. as tenant Amendment to Lease dated 7/1/98 Assignment of Lease to Dorothy Orth as new landlord Assignment of Lease to Kentucky Fried Chicken of California, Inc. as tenant dated 3/14/91 Assignment of Lease to Northwest Restaurants Oregon, Inc. Memorandum of Lease recorded as document 980066650 Term: 11/1/71 – 11/1/91, plus 8 ten year options Renewal extending term 2071	Elizabeth J. Caldwell , Thomas E. Busch, Sr., Robert G. Orth Trust dated 5/7/1993 and Dorothy Ann Orth Trust dated 5/7/1993
345 – Sandy 37495 Highway 26 Sandy, OR 97055 Clackamas, OR	Lease dated 7/19/83 between Brad G. Picking as landlord and Kentucky Fried Chickent of California, Inc. as tenant Assignment of Lease to Northwest Restaurants Oregon, Inc. dated 7/21/98 and recorded 7/22/98 in Book 98, Page 066652 Amendment to Lease dated 12/5/2002 Term: 3/30/84 – 2/28/04, exercised one option to extend lease to 2/2009, plus 3 remaining 5 year options Expires 2/2024	Bradford and Vickie Pickings PO Box 632 Sandy, OR 97055
347 – Lake Oswego 15645 Boones Ferry Rd Lake Oswego, OR 97035 Clackamas, OR	Lease dated 1/9/84 between Effie Morgan Carson, and Louis H. Moran, Trust Effie Moran Carlson, Trustee as tenants and Kentucky Fried Chickent of California, Inc. as tenant First Amendment to lease dated 7/1/86 Transfer of Landlord interest via. Letter to Moran, LLC Second Amendment to Lease dated 5/1/03 MOL evidencing assignment to Northwest Restaurants Oregon, Inc. recorded as 8-066655 Term: 7/1/85 – 6/30/00, plus 3 five year options	Moran, LLC PO Box 6 Seaside, OR 97138



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	Plus original 3 year options, NWR has exercised 2 options, and has 3 more five year options Expires: 6/30/2025	
349 - Western 10190 Beaverton Hillsdale Hwy Beaverton, OR 97005 Washington, OR	Lease dated 8/10/87 between G.O. S. as landlord and Kentucky Fried Chicken of California, Inc. as tenant MOL recorded Term: 12/01/87 - 11/30/02, plus four five year options Lease expires 11/30/2022	G.O.S. 2005 Eighth Avenue, Seattle, WA
390 - Orenco 7340 NW Butler Rd. Hillsboro, OR 97124 Washington, OR	Lease dated 7/30/02 between Pacific Realty Associates, LP as landlord and Northwest Restaurants Oregon, Inc. as tenant MOL recorded Term: 8/4/03 - 8/31/2023	Pacific Realty Associates 15350 S.W. Sequoia Parkway, Suite 300 Portland, OR 97220
391-Sherwood	Lease dated 8/1/2002 between Juniper Ridge Investments, LLC as landlord and Northwest Restaurants Oregon, Inc. as tenant Term: 8/1/2002 - 8/1/2020	Juniper Ridge Investments, LLC 6095 NW Century Blvd., Hillsboro, OR 97124
024228 (f/k/a 20910) - Rocky Mount 2 1451 Benvenue Rd., Rocky Mount, NC 27804 Nash, NC	Lease agreement dated 12/8/99 between Cobb Corners Limited Partnership as landlord and McLean Foods, Inc. as tenant, as assigned to NC Income Properties, Limited Partnership Term: 12/8/99 - 12/8/19	NC Income Properties, Limited Partnership
024220 (f/k/a 3941) - Memorial Drive 655 Memorial Dr., Greenville, NC 27834 Pitt, NC	Lease dated 1/26/89 between Taylor Foods Associates as Landlord and McLean Foods, Inc. as tenant, as assigned to Taco Properties, Inc. 20 year lease - expires 2009	Taco Properties, Inc.
024221 (f/k/a 3950 - Wilson 1825 Tarboro St., Wilson, NC 27839 Wilson, NC	Lease agreement dated 11/30/88 between The Group as Lessor and Grananco Development Company, Inc. as tenant Expires 10/31/08	The Group
024229 (f/k/a 21273)- Nashville 475 W. Washington St., Nashville, NC 27856 Nash, NC	Lease Agreement dated 10/30/01 between Wayne J. Land as landlord and McLean Foods, Inc. as tenant Lease dated: 10/1/2001 Term: 5 years, plus 3 five year options Expires 10/30/2021 (in first option period now)	Wayne J. Land PO Box 699 Nashville, NC 27856



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024223 (f/k/a 16532) - Arlington Blvd. 330 Arlington Blvd., Greenville, NC 27858 Pitt, NC	Lease dated 2/19/94 between McLean Foods, Inc. as tenant and Greenville Associates as Landlord Term: 2/19/94 - 2/19/2014, plus 4 five year options Expires: 2/19/2034	Greenville Associates Attn: Stephen C. Leverton PO Box 21234 Greenville, NC 27858
22955 - Ash Street 2507 E. Ash Creek, Goldboro, NC 27530 Wayne, NC	Lease agreement dated 1/3/06 between Charles S. Norwood, Jr. as landlord and McLean Foods, Inc. as tenant Term: 5/1/06 - 4/30/27	Charles S. Norwood, Jr. c/o Crawford-Norwood Realty, Inc. PO Box 10767 Goldboro, NC 27532
024226 (f/k/a 19635)- North Myrtle Beach 1209 Hwy 17 S., N. Myrtle Beach, SC 29583 Horry, SC	Lease agreement dated 2/26/97 between McLean Foods, Inc. as tenant and Jarrell oil Company, Inc. as landlord Assignment of landlord's interest to B & B Convenience Stores, Inc. dated 01/2006 Initial Term: 7/1/97 - 7/1/07 Present Term: Month to Month	B & B Convenience Stores, Inc. 1700 East North Street Greenville, SC 29601 Attn: J.E. Farish, Jr., President
44 - Twenty Ninth 2819 E. 29 th Ave. Spokane, WA 99203	Lease Agreement dated 12/8/88 between Donald A. Gumenberg and Marguerite A. Gumenberg as landlord and Valenti, and Spokane, Inc. as tenant Lease renewal agreement dated 10/7/94 Second renewal agreement dated 07/2002 MOL recorded 10/3/94 as 9410130432 Term: Lease expires 12/31/23	Donald A. Gumenberg and Marguerite A. Gumenberg
47 - Veradale 15330 E. Sprague, Verdale, WA 99037	Lease Agreement dated 9/1/05 between Airway Heights KFC as landlord and Spokane, Inc. as tenant First Addendum to lease dated 11/21/06 MOL recorded 10/20/05 as 5293120 Term: 20 year lease: 2025	Airway Heights, KFC
48 - Airway Heights 11921 W. Sunset Hwy., Spokane, WA 99001	Lease Agreement dated 6/1/04 between Airway Heights, KFC as landlord and Spokane, Inc. as tenant First Addendum to Lease dated 11/21/06 MOL recorded 6/3/04 as 5080168 Term: 20 year lease - expires 2024	Airway Heights KFC



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