

After recording return to:
Bob Long
Judd % Black Electric, Inc.
3001 Hewitt Avenue
Everett, WA 98201



Skagit County Auditor \$74.00
10/30/2014 Page 1 of 3 3:01PM

149434-3

RELEASE AND TERMINATION OF LEASE WITH OPTION

THIS AGREEMENT is made effective the 29th day of July 2014 by and between GARY ANDERSON and TERRY ANDERSON, husband and wife ("Lessor"), JUDD & BLACK ELECTRIC, INC., a Washington corporation ("Lessee") and LONG CEDARDALE RD, LLC, a Washington limited liability company ("Buyer").

Recitals

1. Lessor and Lessee are parties to a Lease Agreement (with option to purchase) ("Lease") with Lease Commencement Date of December 1, 2011 and Lease Termination Date of November 30, 2014 at midnight, for premises commonly known as 2520 Cedardale Road, Mount Vernon, Washington 98274 which is legally described as follows:

Lot 4 of Binding Site Plan No. PL03-0071, recorded May 7, 2003, under Auditor's File No. 200305070015, records of Skagit County, Washington, being a portion of the Southeast ¼ of the Southwest ¼ of Section 29, Township 34 North, Range 4 East, W.M.

TOGETHER WITH a perpetual exclusive easement for the purposes of installing, maintaining and repairing a sign as conveyed by Easement Deed recorded March 3, 2005, under Auditor's File No. 200503030054.

AND ALSO TOGETHER WITH that portion of Tract A of Binding Site Plan No. PL03-0071, recorded May 7, 2003, under Auditor's File No. 200305070015, records of Skagit County, Washington, and being a portion of the Southeast 1/4 of the Southwest 1/4 of Section 29, Township 34 North, Range 4 East, W.M., lying East of the East line of Lot 1 of said Binding Site Plan and West of the East line of Lot 4 of said Binding Site Plan, extended South to the South line of said Tract A.

SUBJECT TO the exceptions listed on Attachment A to the below mentioned Agreement.

Tax parcel number P120400. A Memorandum of Lease concerning the Lease was recorded under Skagit County Auditor's File No. 201205110160

Situate in the County of Skagit, State of Washington.

(the "Property").

2. The Lease includes an irrevocable and exclusive option to purchase the Property ("Option") on the terms and conditions provided in the Option. The Option to purchase provides that it may be exercised by written notice from Lessee to Lessor given within sixty (60) days of the Lease Termination Date.

3. Lessor, Lessee and Buyer made an agreement dated effective June 20, 2014 ("Agreement"), which, among other things, has a window of opportunity under its SBA loan secured against the Property to fully payoff such loan between June 30, 2014 and July 17, 2014 without incurring certain adverse financial consequences under the SBA loan.

4. The Agreement provided, among other things, for the purchase of the Property by the Buyer, with the purchase being subject to certain conditions, which included:

- Closing shall occur on or before July 17, 2014. The escrow agent shall be Land Title & Escrow. The Lease (including Option) and the Guarantee thereof by Robert and Cory Long shall terminate upon closing and conveyance of the Property to Buyer.
- The purchase and sale of the Property shall be terminated and cancelled if not closed on or before July 17, 2014.

4. The purchase of the Property by Buyer closed, and the conveyance deed of the Property to the Buyer was recorded, on July 9, 2014.

5. The Agreement also provided:

- Lessee will provide Land Title & Escrow a release of its Option to purchase the property and a release of its right, title and interest under the Lease to be recorded at closing only if the sale closes on or before July 17, 2014, and to not be recorded and to be of no force or effect if the sale does not close on or before July 17, 2014.


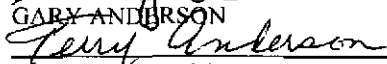
6. The purpose of this instrument is to fulfill the requirement of the Agreement set forth in recital 5 above in the manner requested by Land Title & Escrow, to-wit that the release of the Option and termination of the Lease be by an instrument executed by both Lessor and Lessee. NOW, THEREFORE,

Agreement

IN CONSIDERATION OF the mutual agreements herein, and fulfillment of such requirement of the Agreement, IT IS AGREED:

1.0 The Lease and Option are terminated, and Lessee releases its right title and interest under the Lease, and its right to purchase the Property under the Option, effective immediately following the recording of the aforesaid deed on July 9, 2014.

LESSOR:

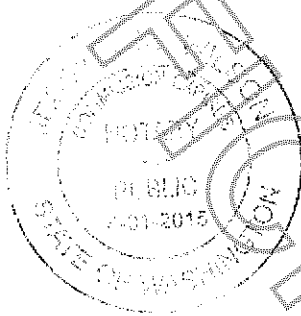

GARY ANDERSON

TERRY ANDERSON



STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

THIS IS TO CERTIFY that on this 29th day of July, 2014 personally appeared before me, a Notary Public, duly commissioned and sworn, came GARY ANDERSON and TERRY ANDERSON, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 29th day of July, 2014.



Jessica N. Wilson
Notary name
Notary name printed or typed: Jessica N. Wilson
Notary Public in and for the State of Washington
Residing at Stanwood
My appointment expires: 4-01-2015

LESSEE:

JUDD & BLACK ELECTRIC, INC.

By: Robert Long
ROBERT LONG, President

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

On this 29th day of July, 2014 before me personally appeared ROBERT LONG, to me known to be the President of JUDD & BLACK ELECTRIC, INC., the corporation that executed the within and foregoing instrument, and acknowledged 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 was authorized to execute said instrument and that the seal affixed is the seal of said corporation.

Given under my hand and official seal this 29th day of July, 2014.



Jessica N. Wilson
Notary name
Notary name printed or typed: Jessica N. Wilson
Notary Public in and for the State of Washington
Residing at Stanwood
My appointment expires: 4-01-2015

