



201812310045

12/31/2018 09:22 AM Pages: 1 of 16 Fees: \$312.00
Skagit County Auditor

WHEN RECORDED RETURN TO:

Holm Holdings LLC
1217 4th Street
Sedro-Woolley, WA 98284

Land Title and Escrow

01-170180-0E

DOCUMENT TITLE(S):

Assignment and Assumption of Lease and Consent

*unrecorded
Lease*

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:

GRANTOR:

HOLM HOLDINGS LLC, a Washington limited liability company

GRANTEE:

APOTHECARY SPA CO.

ABBREVIATED LEGAL DESCRIPTION:

Ptn Lots 4, 5 & 6, Blk 104, Amended Plat Of Burlington.

TAX PARCEL NUMBER(S):

4076-104-005-0006, P71985, 4076-104-018-0209, P71992

ASSIGNMENT AND ASSUMPTION OF LEASE AND CONSENT

THIS ASSIGNMENT AND ASSUMPTION OF LEASE AND CONSENT (the "Assignment") is made this December 6, 2018 by and between Holm Holdings LLC ("Assignor"), The Apothecary Spa, Co. ("Assignee") and North Hills Logging ("Tenant").

WITNESSETH:

A. Assignor is the owner of that certain real property located at 320 E. Fairhaven Avenue, Burlington WA 98233, which is more particularly described on Exhibit A hereto (the "Real Property").

B. Pursuant to a lease (the "Lease") dated January 31, 2018, Assignor leased to Tenant a portion of the Real Property described as 320 E. Fairhaven Avenue Unit 207, Burlington WA 98233 (the "Leased Premises"). A copy of the Lease is attached hereto as Exhibit B.

C. Assignor has sold or otherwise transferred to Assignee all of Assignor's right, title, and interest in the Real Property, and Assignor now desires to assign all of its right, title and interest in the Lease to Assignee.

D. Assignee is willing to accept such assignment, to assume the obligations of the Assignor as landlord under the Lease and to accept Tenant as its tenant under the terms of the Lease.

E. Tenant is willing to consent to such assignment and assumption and to attorn to Assignee as the new landlord under the Lease, upon the following terms and conditions.

NOW, THEREFORE, it is hereby agreed as follows:

1. **Assignment.** Assignor transfers, assigns and sets over to Assignee all of the right, title and interest of Assignor in and to the Lease. The assignment herein made shall be effective as of the date first set forth above (the "Effective Date"). The parties hereto acknowledge and agree that Assignor, by way of this assignment, is hereby released and discharged from any and all liabilities and/or obligations of the landlord under the Lease occurring on or after the Effective Date.

2. **Acceptance and Assumption:** Assignee accepts the assignment made in Paragraph 1 above, assumes the Lease, accepts Tenant as its tenant under the Lease, and agrees to observe and perform all covenants, agreements and obligations to be observed or performed by the landlord under the Lease from and after the Effective Date.

3. **Consent:** Tenant hereby consents to the assignment made in Paragraph 1 above and the acceptance and assumption made in Paragraph 2 above and hereby attorns to Assignee as the landlord under the Lease, as if the Lease were originally between Tenant and Assignee; provided, that notwithstanding such consent Tenant does not waive any claims, rights, suits or actions that it may have against Assignor under the Lease which occurred before the Effective Date.

4. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of Landlord, its successors and assigns and Assignor, Assignee and their respective heirs, legal representatives and permitted successors and permitted assigns.

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

DEC 31 2018

Amount Paid \$
Skagit Co. Treasurer
By *nam* Deputy

IN WITNESS WHEREOF, this instrument is executed as of the day and year aforesaid.

ASSIGNOR:

Holm Holdings LLC

By: _____

Anna J. Holm, Member

By: _____

Benjamin K. Holm, Member

TENANT:

North Hills Logging

By: _____

Justin Melton

ASSIGNEE:

The Apothecary
Spa, Co.

By: _____

Anna J. Holm, President/Secretary

ASSIGNMENT AND ASSUMPTION OF LEASE AND CONSENT

THIS ASSIGNMENT AND ASSUMPTION OF LEASE AND CONSENT (the "Assignment") is made this December 6, 2018 by and between Holm Holdings LLC ("Assignor"), The Apothecary Spa, Co. ("Assignee") and Haylie Taylor and Aaron Wright ("Tenant").

WITNESSETH:

A. Assignor is the owner of that certain real property located at 320 E. Fairhaven Avenue, Burlington WA 98233, which is more particularly described on Exhibit A hereto (the "Real Property").

B. Pursuant to a lease (the "Lease") dated January 31, 2018, Assignor leased to Tenant a portion of the Real Property described as 320 E. Fairhaven Avenue Unit 210, Burlington WA 98233 (the "Leased Premises"). A copy of the Lease is attached hereto as Exhibit B.

C. Assignor has sold or otherwise transferred to Assignee all of Assignor's right, title, and interest in the Real Property, and Assignor now desires to assign all of its right, title and interest in the Lease to Assignee.

D. Assignee is willing to accept such assignment, to assume the obligations of the Assignor as landlord under the Lease and to accept Tenant as its tenant under the terms of the Lease.

E. Tenant is willing to consent to such assignment and assumption and to attorn to Assignee as the new landlord under the Lease, upon the following terms and conditions.

NOW, THEREFORE, it is hereby agreed as follows:

1. **Assignment.** Assignor transfers, assigns and sets over to Assignee all of the right, title and interest of Assignor in and to the Lease. The assignment herein made shall be effective as of the date first set forth above (the "Effective Date"). The parties hereto acknowledge and agree that Assignor, by way of this assignment, is hereby released and discharged from any and all liabilities and/or obligations of the landlord under the Lease occurring on or after the Effective Date.
2. **Acceptance and Assumption:** Assignee accepts the assignment made in Paragraph 1 above, assumes the Lease, accepts Tenant as its tenant under the Lease, and agrees to observe and perform all covenants, agreements and obligations to be observed or performed by the landlord under the Lease from and after the Effective Date.
3. **Consent:** Tenant hereby consents to the assignment made in Paragraph 1 above and the acceptance and assumption made in Paragraph 2 above and hereby attorns to Assignee as the landlord under the Lease, as if the Lease were originally between Tenant and Assignee; provided, that notwithstanding such consent Tenant does not waive any claims, rights, suits or actions that it may have against Assignor under the Lease which occurred before the Effective Date.
4. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of Landlord, its successors and assigns and Assignor, Assignee and their respective heirs, legal representatives and permitted successors and permitted assigns.

IN WITNESS WHEREOF, this instrument is executed as of the day and year aforesaid.

ASSIGNOR:

Holm Holdings LLC

By: _____

Anna J. Holm, Member

By: _____

Benjamin K. Holm, Member

TENANT:

Haylie Taylor and Aaron Wright

By: _____

By: _____

ASSIGNEE:The Apothecary
Spa, Co .

By: _____

Anna J. Holm, President/Secretary

ASSIGNMENT AND ASSUMPTION OF LEASE AND CONSENT

THIS ASSIGNMENT AND ASSUMPTION OF LEASE AND CONSENT (the "Assignment") is made this December 6, 2018 by and between Holm Holdings LLC ("Assignor"), The Apothecary Spa, Co. ("Assignee") and Elizabeth Zebold ("Tenant").

WITNESSETH:

- A. Assignor is the owner of that certain real property located at 320 E. Fairhaven Avenue, Burlington WA 98233, which is more particularly described on Exhibit A hereto (the "Real Property").
- B. Pursuant to a lease (the "Lease") dated February 6, 2018, Assignor leased to Tenant a portion of the Real Property described as 320 E. Fairhaven Avenue Unit 200, Burlington WA 98233 (the "Leased Premises"). A copy of the Lease is attached hereto as Exhibit B.
- C. Assignor has sold or otherwise transferred to Assignee all of Assignor's right, title, and interest in the Real Property, and Assignor now desires to assign all of its right, title and interest in the Lease to Assignee.
- D. Assignee is willing to accept such assignment, to assume the obligations of the Assignor as landlord under the Lease and to accept Tenant as its tenant under the terms of the Lease.
- E. Tenant is willing to consent to such assignment and assumption and to attorn to Assignee as the new landlord under the Lease, upon the following terms and conditions.

NOW, THEREFORE, it is hereby agreed as follows:

- 1. **Assignment.** Assignor transfers, assigns and sets over to Assignee all of the right, title and interest of Assignor in and to the Lease. The assignment herein made shall be effective as of the date first set forth above (the "Effective Date"). The parties hereto acknowledge and agree that Assignor, by way of this assignment, is hereby released and discharged from any and all liabilities and/or obligations of the landlord under the Lease occurring on or after the Effective Date.
- 2. **Acceptance and Assumption:** Assignee accepts the assignment made in Paragraph 1 above, assumes the Lease, accepts Tenant as its tenant under the Lease, and agrees to observe and perform all covenants, agreements and obligations to be observed or performed by the landlord under the Lease from and after the Effective Date.
- 3. **Consent:** Tenant hereby consents to the assignment made in Paragraph 1 above and the acceptance and assumption made in Paragraph 2 above and hereby attorns to Assignee as the landlord under the Lease, as if the Lease were originally between Tenant and Assignee; provided, that notwithstanding such consent Tenant does not waive any claims, rights, suits or actions that it may have against Assignor under the Lease which occurred before the Effective Date.
- 4. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of Landlord, its successors and assigns and Assignor, Assignee and their respective heirs, legal representatives and permitted successors and permitted assigns.

IN WITNESS WHEREOF, this instrument is executed as of the day and year aforesaid.

ASSIGNOR:

Holm Holdings LLC

By: _____

Anna J. Holm, Member

By: _____

Benjamin K. Holm, Member

TENANT:

Elizabeth Zebold

By: _____

ASSIGNEE:

The Apothecary
Spa, Co.

By: _____

Anna J. Holm, President/Secretary

By: _____ 12/19/18

ASSIGNMENT AND ASSUMPTION OF LEASE AND CONSENT

THIS ASSIGNMENT AND ASSUMPTION OF LEASE AND CONSENT (the "Assignment") is made this December 6, 2018 by and between Holm Holdings LLC ("Assignor"), The Apothecary Spa, Co. ("Assignee") and Erin Vanhee ("Tenant").

WITNESSETH:

- A. Assignor is the owner of that certain real property located at 320 E. Fairhaven Avenue, Burlington WA 98233, which is more particularly described on Exhibit A hereto (the "Real Property").
- B. Pursuant to a lease (the "Lease") dated January 31, 2018, Assignor leased to Tenant a portion of the Real Property described as 320 E. Fairhaven Avenue Unit 205, Burlington WA 98233 (the "Leased Premises"). A copy of the Lease is attached hereto as Exhibit B.
- C. Assignor has sold or otherwise transferred to Assignee all of Assignor's right, title, and interest in the Real Property, and Assignor now desires to assign all of its right, title and interest in the Lease to Assignee.
- D. Assignee is willing to accept such assignment, to assume the obligations of the Assignor as landlord under the Lease and to accept Tenant as its tenant under the terms of the Lease.
- E. Tenant is willing to consent to such assignment and assumption and to attorn to Assignee as the new landlord under the Lease, upon the following terms and conditions.

NOW, THEREFORE, it is hereby agreed as follows:

1. **Assignment.** Assignor transfers, assigns and sets over to Assignee all of the right, title and interest of Assignor in and to the Lease. The assignment herein made shall be effective as of the date first set forth above (the "Effective Date"). The parties hereto acknowledge and agree that Assignor, by way of this assignment, is hereby released and discharged from any and all liabilities and/or obligations of the landlord under the Lease occurring on or after the Effective Date.
2. **Acceptance and Assumption:** Assignee accepts the assignment made in Paragraph 1 above, assumes the Lease, accepts Tenant as its tenant under the Lease, and agrees to observe and perform all covenants, agreements and obligations to be observed or performed by the landlord under the Lease from and after the Effective Date.
3. **Consent:** Tenant hereby consents to the assignment made in Paragraph 1 above and the acceptance and assumption made in Paragraph 2 above and hereby attorns to Assignee as the landlord under the Lease, as if the Lease were originally between Tenant and Assignee; provided, that notwithstanding such consent Tenant does not waive any claims, rights, suits or actions that it may have against Assignor under the Lease which occurred before the Effective Date.
4. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of Landlord, its successors and assigns and Assignor, Assignee and their respective heirs, legal representatives and permitted successors and permitted assigns.

IN WITNESS WHEREOF, this instrument is executed as of the day and year aforesaid.

ASSIGNOR:

Holm Holdings LLC

By: 

Anna J. Holm, Member

By: 

Benjamin K. Holm, Member

TENANT:

Erin Vanhee

By: 

ASSIGNEE:

The Apothecary
Spa, Co.

By: 

Anna J. Holm, President/Secretary

ASSIGNMENT AND ASSUMPTION OF LEASE AND CONSENT

THIS ASSIGNMENT AND ASSUMPTION OF LEASE AND CONSENT (the "Assignment") is made this December 6, 2018 by and between Holm Holdings LLC ("Assignor"), The Apothecary Spa, Co. ("Assignee") and Lisa Holmstrom ("Tenant").

WITNESSETH:

- A. Assignor is the owner of that certain real property located at 320 E. Fairhaven Avenue, Burlington WA 98233, which is more particularly described on Exhibit A hereto (the "Real Property").
- B. Pursuant to a lease (the "Lease") dated January 31, 2018, Assignor leased to Tenant a portion of the Real Property described as 320 E. Fairhaven Avenue Unit 203, Burlington WA 98233 (the "Leased Premises"). A copy of the Lease is attached hereto as Exhibit B.
- C. Assignor has sold or otherwise transferred to Assignee all of Assignor's right, title, and interest in the Real Property, and Assignor now desires to assign all of its right, title and interest in the Lease to Assignee.
- D. Assignee is willing to accept such assignment, to assume the obligations of the Assignor as landlord under the Lease and to accept Tenant as its tenant under the terms of the Lease.
- E. Tenant is willing to consent to such assignment and assumption and to attorn to Assignee as the new landlord under the Lease, upon the following terms and conditions.

NOW, THEREFORE, it is hereby agreed as follows:

1. **Assignment.** Assignor transfers, assigns and sets over to Assignee all of the right, title and interest of Assignor in and to the Lease. The assignment herein made shall be effective as of the date first set forth above (the "Effective Date"). The parties hereto acknowledge and agree that Assignor, by way of this assignment, is hereby released and discharged from any and all liabilities and/or obligations of the landlord under the Lease occurring on or after the Effective Date.
2. **Acceptance and Assumption:** Assignee accepts the assignment made in Paragraph 1 above, assumes the Lease, accepts Tenant as its tenant under the Lease, and agrees to observe and perform all covenants, agreements and obligations to be observed or performed by the landlord under the Lease from and after the Effective Date.
3. **Consent:** Tenant hereby consents to the assignment made in Paragraph 1 above and the acceptance and assumption made in Paragraph 2 above and hereby attorns to Assignee as the landlord under the Lease, as if the Lease were originally between Tenant and Assignee; provided, that notwithstanding such consent Tenant does not waive any claims, rights, suits or actions that it may have against Assignor under the Lease which occurred before the Effective Date.
4. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of Landlord, its successors and assigns and Assignor, Assignee and their respective heirs, legal representatives and permitted successors and permitted assigns.

IN WITNESS WHEREOF, this instrument is executed as of the day and year aforesaid.

ASSIGNOR:

Holm Holdings LLC

By: _____

Anna J. Holm, Member

By: _____

Benjamin K. Holm, Member

TENANT:

Lisa Holmstrom

By: _____

Lisa Holmstrom

ASSIGNEE:

The Apothecary

Spa, Co.

By: _____

Anna J. Holm, President/Secretary

ASSIGNMENT AND ASSUMPTION OF LEASE AND CONSENT

THIS ASSIGNMENT AND ASSUMPTION OF LEASE AND CONSENT (the "Assignment") is made this December 6, 2018 by and between Holm Holdings LLC ("Assignor"), The Apothecary Spa, Co. ("Assignee") and Ellen Dennis ("Tenant").

WITNESSETH:

- A. Assignor is the owner of that certain real property located at 320 E. Fairhaven Avenue, Burlington WA 98233, which is more particularly described on Exhibit A hereto (the "Real Property").
- B. Pursuant to a lease (the "Lease") dated April 1, 2018, Assignor leased to Tenant a portion of the Real Property described as 320 E. Fairhaven Avenue Unit 202, Burlington WA 98233 (the "Leased Premises"). A copy of the Lease is attached hereto as Exhibit B.
- C. Assignor has sold or otherwise transferred to Assignee all of Assignor's right, title, and interest in the Real Property, and Assignor now desires to assign all of its right, title and interest in the Lease to Assignee.
- D. Assignee is willing to accept such assignment, to assume the obligations of the Assignor as landlord under the Lease and to accept Tenant as its tenant under the terms of the Lease.
- E. Tenant is willing to consent to such assignment and assumption and to attorn to Assignee as the new landlord under the Lease, upon the following terms and conditions.

NOW, THEREFORE, it is hereby agreed as follows:

- 1. **Assignment.** Assignor transfers, assigns and sets over to Assignee all of the right, title and interest of Assignor in and to the Lease. The assignment herein made shall be effective as of the date first set forth above (the "Effective Date"). The parties hereto acknowledge and agree that Assignor, by way of this assignment, is hereby released and discharged from any and all liabilities and/or obligations of the landlord under the Lease occurring on or after the Effective Date.
- 2. **Acceptance and Assumption:** Assignee accepts the assignment made in Paragraph 1 above, assumes the Lease, accepts Tenant as its tenant under the Lease, and agrees to observe and perform all covenants, agreements and obligations to be observed or performed by the landlord under the Lease from and after the Effective Date.
- 3. **Consent:** Tenant hereby consents to the assignment made in Paragraph 1 above and the acceptance and assumption made in Paragraph 2 above and hereby attorns to Assignee as the landlord under the Lease, as if the Lease were originally between Tenant and Assignee; provided, that notwithstanding such consent Tenant does not waive any claims, rights, suits or actions that it may have against Assignor under the Lease which occurred before the Effective Date.
- 4. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of Landlord, its successors and assigns and Assignor, Assignee and their respective heirs, legal representatives and permitted successors and permitted assigns.

IN WITNESS WHEREOF, this instrument is executed as of the day and year aforesaid.

ASSIGNOR:

Holm Holdings LLC

By: _____

Anna J. Holm, Member

By: _____

Benjamin K. Holm, Member

TENANT:

Ellen Dennis

By: _____

Ellen Dennis

ASSIGNEE:The Apothecary
Spa, Co.

By: _____

Anna J. Holm, President/Secretary

ASSIGNMENT AND ASSUMPTION OF LEASE AND CONSENT

THIS ASSIGNMENT AND ASSUMPTION OF LEASE AND CONSENT (the "Assignment") is made this December 6, 2018 by and between Holm Holdings LLC ("Assignor"), The Apothecary Spa, Co. ("Assignee") and Guru Bani Whitney Van Boven ("Tenant").

WITNESSETH:

- A. Assignor is the owner of that certain real property located at 320 E. Fairhaven Avenue, Burlington WA 98233, which is more particularly described on Exhibit A hereto (the "Real Property").
- B. Pursuant to a lease (the "Lease") dated July 16, 2018, Assignor leased to Tenant a portion of the Real Property described as 320 E. Fairhaven Avenue Unit 201, Burlington WA 98233 (the "Leased Premises"). A copy of the Lease is attached hereto as Exhibit B.
- C. Assignor has sold or otherwise transferred to Assignee all of Assignor's right, title, and interest in the Real Property, and Assignor now desires to assign all of its right, title and interest in the Lease to Assignee.
- D. Assignee is willing to accept such assignment, to assume the obligations of the Assignor as landlord under the Lease and to accept Tenant as its tenant under the terms of the Lease.
- E. Tenant is willing to consent to such assignment and assumption and to attorn to Assignee as the new landlord under the Lease, upon the following terms and conditions.

NOW, THEREFORE, it is hereby agreed as follows:

- 1. **Assignment.** Assignor transfers, assigns and sets over to Assignee all of the right, title and interest of Assignor in and to the Lease. The assignment herein made shall be effective as of the date first set forth above (the "Effective Date"). The parties hereto acknowledge and agree that Assignor, by way of this assignment, is hereby released and discharged from any and all liabilities and/or obligations of the landlord under the Lease occurring on or after the Effective Date.
- 2. **Acceptance and Assumption:** Assignee accepts the assignment made in Paragraph 1 above, assumes the Lease, accepts Tenant as its tenant under the Lease, and agrees to observe and perform all covenants, agreements and obligations to be observed or performed by the landlord under the Lease from and after the Effective Date.
- 3. **Consent:** Tenant hereby consents to the assignment made in Paragraph 1 above and the acceptance and assumption made in Paragraph 2 above and hereby attorns to Assignee as the landlord under the Lease, as if the Lease were originally between Tenant and Assignee; provided, that notwithstanding such consent Tenant does not waive any claims, rights, suits or actions that it may have against Assignor under the Lease which occurred before the Effective Date.
- 4. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of Landlord, its successors and assigns and Assignor, Assignee and their respective heirs, legal representatives and permitted successors and permitted assigns.

IN WITNESS WHEREOF, this instrument is executed as of the day and year aforesaid.

ASSIGNOR:

Holm Holdings LLC

By: 

Anna J. Holm, Member

By: 

Benjamin K. Holm, Member

ASSIGNEE:The Apothecary
Spa, Co.By: 

Anna J. Holm, President/Secretary

TENANT:

Guru Bani Whitney Von Boven

By: 

Title Order No.: **01-170180-OE**

EXHIBIT A

PARCEL "A":

Lot 4, EXCEPT the East 1 foot thereof, and the East 20 feet of Lot 5, Block 104, "AMENDED PLAT OF BURLINGTON, SKAGIT COUNTY, WASH.," as per plat recorded in Volume 3 of Plats, page 17, records of Skagit County, Washington.

Situate in the City of Burlington, County of Skagit, State of Washington.

PARCEL "B":

The West 20 feet of Lot 16, Block 104, "AMENDED PLAT OF BURLINGTON, SKAGIT COUNTY, WASH.," as per plat recorded in Volume 3 of Plats, page 17, records of Skagit County, Washington.

Situate in the City of Burlington, County of Skagit, State of Washington.

PARCEL "C":

A non-exclusive surface easement across the East 10 feet of said Lot 16 and the West 10 feet of Lot 17, Block 104, "AMENDED PLAT OF BURLINGTON, SKAGIT COUNTY, WASH.," as per plat recorded in Volume 3 of Plats, page 17, records of Skagit County, Washington, for ingress and egress, so long as it is used as a vehicle parking lot.

Situate in the City of Burlington, County of Skagit, State of Washington.

END OF EXHIBIT A

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions.

ALTA Commitment for Title Insurance