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Skagit County Auditor

POOR ORIGINAL

Document Title:

Assignment and Assumption of Lease

CHICAGO TITLE

620039725

Reference Number :

Grantor(s):

☐ additional grantor names on page ____.

1. Lochin, Inc.

2.

Grantee(s):

☐ additional grantee names on page ____.

1. Skagit Valley Fuel, LLC

2.

Abbreviated legal description:

☐ full legal on page(s) ____.

Ptn NW NE, SEc 19, T 33 N, R 4 EWM

Assessor Parcel / Tax ID Number:

☐ additional tax parcel number(s) on page ____.

P119282/P106910

ASSIGNMENT AND ASSUMPTION OF LEASE

This Assignment and Assumption of Lease ("Assignment") is made and entered into as of the ~~September~~ ^{2/12/2020} 2019 ("Effective Date"), by and between Gary Stewart and Sandy Stewart, husband and wife ("Landlord"), Lochin, Inc., a Washington corporation ("Assignor") and Skagit Valley Fuel, LLC, a Washington limited liability company ("Assignee").

RECITALS

I. Landlord, by that certain Lease dated February 8, 1999, as assigned by the Assignment and Assumption of Lease and Consent of Lessor dated October 4, 2006, as amended by the Lease Extension Agreement Letter dated December 13, 2018, and further amended by the First Amendment to Lease dated August 26, 2019 (collectively, the "Lease") leased to Assignor certain real property located at 18707 Main St., Conway, WA 98238 and legally described in the attached Exhibit A ("Premises").

II. Assignor agrees to sell their business and improvements to the Assignee.

III. Landlord, Assignor, and Assignee hereby express their desire to assign the Lease. All terms and conditions of the Lease not expressly amended by this writing shall continue in full force and effect throughout the remainder of the Lease Term.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

A. Assignment Terms:

1. **Assignment.** Assignor shall and does hereby irrevocably transfer and assign to Assignee all of Assignor's interest under the Lease effective as of the Effective Date specified above and Assignor is released from all obligations under the Lease.
2. **Assumption.** Assignee accepts the foregoing assignment and assumes each and every covenant, condition, term, stipulation, and obligation as "Tenant" under the Lease, including but not limited to the payment of Rent, which are and will become due and payable under the Lease on or after the Effective Date.
3. **Landlord's Consent.** Landlord hereby consents to Assignor's foregoing assignment of its leasehold interest under the Lease to Assignee.
4. **Continued Obligation.** Notwithstanding this Assignment, Assignor shall remain liable for performance of terms of the Lease through the end of the current lease term. Notwithstanding the foregoing, Assignor shall not be obligated for rent or other charges which are greater than or for a term longer than as contained in the Lease, as assigned hereby.

B. Indemnification. Assignor hereby indemnifies and agrees to protect, defend, and hold Assignee harmless from and against any and all claims, losses, damages, costs, and expenses (including, without limitation, reasonable attorneys' fees) incurred or suffered by Assignee in connection with the Lease arising or accruing prior to the date hereof. Assignee hereby indemnifies and agrees to protect, defend, and hold Assignor harmless from and against any and all actions, suits, proceedings, claims, losses, damages, costs, and expenses (including, without limitation, reasonable attorneys' fees) incurred or suffered by Assignor in connection with the Lease and arising and accruing on or after the date hereof.

- C. Entire Agreement.** This Assignment constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and shall not be operative or binding unless and until executed by all parties hereto. This Assignment may not be modified, altered, amended, or changed except by an agreement in writing signed by all parties hereto. Capitalized terms not otherwise defined herein shall have the meaning given to such terms in the Lease. The terms and provisions of this Assignment shall be binding upon and inure to the benefit of the parties hereto and to the successors and assigns of the parties hereto.
- D. Counterparts.** This Assignment may be executed in counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument, and the signature of any party to any counterpart shall be deemed the signature to and may be appended to any other counterpart.
- E. Successors.** This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, and assigns.
- F. Statement of Facts.** Assignor has no charge, lien, defense, or claim of offset against the Lease or against the payment of rent or other amounts due or to become due under the Lease. Assignor has no claims against Landlord under any term or condition of the Lease. To Assignor's knowledge there does not exist any state of facts which would constitute a default of Landlord under the Lease after the passage of time or the giving of notice. Landlord has no charge, lien, defense, or claim of offset against the Lease or against the payment of rent or other amounts due or to become due under the Lease. Landlord has no claims against Assignor under any term or condition of the Lease. To Landlord's knowledge there does not exist any state of facts which would constitute a default of Assignor under the Lease after the passage of time or the giving of notice.
- G. Ratification.** Except as herein amended, the Lease is hereby ratified and confirmed in all respects and all other terms of the Lease shall remain in full force and effect excluding the amendments made herein and any matters that may have been prior performed as required by the Lease such as rent abatements, allowances, credit, construction, option terms and renewals already exercised.
- H. Governing Law.** This Assignment and the legal relations of the parties hereto shall be governed by and construed and enforced in accordance with the laws of the State of Washington without regard to its principles of conflicts of law.

[Signature Page follows]

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

FEB 13 2020

Amount Paid \$ _____
Skagit Co. Treasurer
By *HJB* Deputy

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed as of the dates set forth below for Landlord, Assignor, and Assignee, and to be effective as stated herein above.


LANDLORD:


Gary Stewart


Sandy Stewart

ASSIGNOR:

Lochin, Inc.

By: 
Its: AGS
Print: LOCHIN, INC.

Permanent Address for Notices (ASSIGNOR):


13796 SENIORS BLVD
HOVING, WA 98221

Phone (Cell): 360770 3933

Email: lgw@lochin.com

ASSIGNEE:

Skagit Valley Fuel, LLC

By: 
Its: member
Print: GURSEWAK BRAR

Permanent Address for Notices (ASSIGNEE):

11706 164th AVE. SE
Renton WA 98059

Phone (Cell): 425-478-2266

Email: gbbar22@hotmail.com

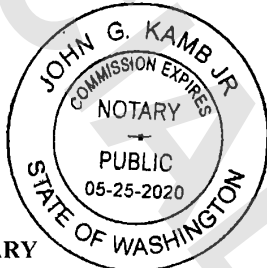
LANDLORD NOTARY

STATE OF WASHINGTON)
COUNTY OF SKagit) ss.

On 9/26/2019, before me, John G. Kamb Jr, Notary Public, personally appeared GARY STEWART, who proved to me on the basis of satisfactory evidence to be a _____ of _____, 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.

I certify under PENALTY OF PERJURY under the laws of the State of WASHINGTON that the foregoing paragraph is true and correct.

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



John G. Kamb Jr
(Signature of Notary)

Notary public in and for the state of Washington
Residing at Mount Vernon
My appointment expires 5-25-2020

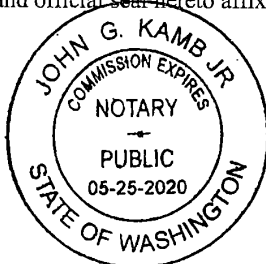
LANDLORD NOTARY

STATE OF Washington)
COUNTY OF Skagit) ss.

On 9/26/2019, before me, John G. Kamb Jr, Notary Public, personally appeared Sandy Stewart, who proved to me on the basis of satisfactory evidence to be a _____ of _____, 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.

I certify under PENALTY OF PERJURY under the laws of the State of WASHINGTON that the foregoing paragraph is true and correct.

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



John G. Kamb Jr
(Signature of Notary)

Notary public in and for the state of Washington
Residing at Mount Vernon, WA
My appointment expires 5-25-2020

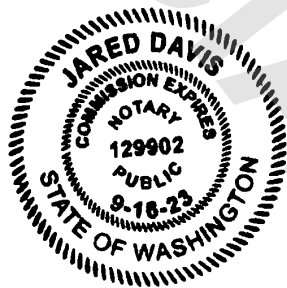
ASSIGNOR NOTARY

STATE OF WASHINGTON)
) ss.
 COUNTY OF SKAGIS)

On 12/17/2019, before me, Jared Davis, Notary Public, personally appeared Lloyd Williamson who proved to me on the basis of satisfactory evidence to be a Agent of Lochin Inc., 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.

I certify under PENALTY OF PERJURY under the laws of the State of WASHINGTON that the foregoing paragraph is true and correct.

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



Jared Davis
 (Signature of Notary)

Notary public in and for the state of WA
 Residing at Oak Harbor, WA
 My appointment expires 9/16/2023

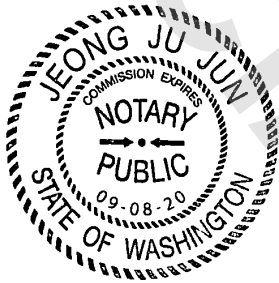
ASSIGNEE NOTARY

STATE OF WA)
) ss.
 COUNTY OF King)

On Feb. 12, 2020 before me, Jeong Ju Jun, Notary Public, personally appeared Gursewak Brar, who proved to me on the basis of satisfactory evidence to be a member of Skagit Valley Fuel LLC that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said LLC, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Washington that the foregoing paragraph is true and correct.

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



[Signature]
 (Signature of Notary)

Notary public in and for the state of WA
 Residing at Issaquah
 My appointment expires 09-08-20

**EXHIBIT A
LEGAL DESCRIPTION**

That portion of the Northwest Quarter of the Northeast Quarter of Section 19, Township 33 North, Range 4 East of the Willamette Meridian, lying East and South of the county roads as conveyed to Skagit County by deeds recorded June 12, 1967, under Auditor's files Nos. 700481 and 700482, records of Skagit County, Washington, West of county road commonly known as the Old Pacific Highway, and North of county road commonly known as Fir Island County Road as it existed on August 13, 1962;

Except that portion, if any, lying within the boundaries of that certain tract conveyed to Skagit County for road purposes by deed dated August 11, 1919, recorded April 9, 1920, under Auditor's File No. 141067, records of Skagit County, Washington.

Situated in Skagit County, Washington.