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<b>Document Title(s) (for transactions contained therein):</b>  Assignment of Lease and Rents
<b>Reference Number(s) of Documents assigned or released:</b> (on page __ of documents(s))  AFN: 201212130137
<b>Grantor(s)</b>  Dennis Wagstaffe, Estate Attorney and Trustee of The Donald B. Tanklage and Carole F. Tanklage Revocable Living Trust 2015
<b>Additional Names on page __ of document.</b> <b>Grantee(s)</b>  Cal Poly Corporation, a California Corporation
<b>Additional Names on page __ of document.</b> <b>Legal Description (abbreviated i.e. lot, block, plat or section, township, range)</b>  Ptn SE/NE; Sec. 18-Twn 34-Rg 4 (aka Lot 2, BSP MV-1-99; AF#200205310140)
<b>Additional legal is on page __ of document.</b> <b>Assessor's Property Tax Parcel/Account Number</b>  8039-000-002-0000/P119198
<b>The Auditor/Recorder will rely on information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.</b>

### ASSIGNMENT OF LEASE AND RENTS

FOR VALUE RECEIVED, Dennis Wagstaffe, Estate Attorney and Trustee of The Donald B. Tanklage and Carole F. Tanklage Revocable Living Trust 2015, ("Assignor") hereby assigns, conveys, transfers, and sets over to the Cal Poly Corporation, a California Corporation ("Assignee"), its successors and assigns, all of Assignor's right, title, and interest in, to, and under that certain commercial Lease Agreement referred to as "Final Mt. Vernon Lease", dated November 30, 2012, and recorded in Skagit County, WA, instrument no. 201212130137, Memorandum dated December 7<sup>th</sup>, 2012 (the "Lease"), made by and between Don & Carol Tanklage, d.b.a Tanklage Properties, as landlord, ("Landlord"), and Northwestern Restaurants Inc., A Washington Corporation ("Tenant"), for the property located at 2003 Riverside Drive, Mount Vernon, WA 98273 (the "Property" or the "Leased Premises"), collectively, (the or this "Assignment") (Prior to establishment of the Tanklage Revocable Living Trust 2015, title to the Leased Premises was previously held in the name of Don Tanklage and Carole Tanklage, or dba Tanklage Properties.)

Assignor, as Landlord, and Owner of fee simple interest in the Property, expressly makes this assignment together with all options, rights, contracts, licenses, permits, deposits, and profits appurtenant to or related to the Lease. This Assignment constitutes an absolute, present, irrevocable, and unconditional assignment of the Lease and rents to Assignee and not merely a collateral assignment of, or the grant of a lien or security interest in or on, the Lease and rents.

This Assignment of Lease and rents Agreement is subject to the terms and conditions of that certain Gift Agreement to Support the Tanklage Family Initiative to End Homelessness at Cal Poly Fund dated May 19, 2021 made by and between The Estate of Carole F. Tanklage, the California Polytechnic State University Foundation, and the Cal Poly Corporation (the "Gift Agreement").

Assignee hereby accepts the foregoing assignment and assumes all of the rights and obligations of Assignor as landlord under the Lease accruing from and after the date hereof and agrees, for the benefit of Tenant, its successors and assigns, to perform and otherwise satisfy in due course all of such obligations and liabilities of the Landlord under and in accordance with the provisions of the Lease.

### ARTICLE I

#### LEASE REPRESENTATIONS

Assignor hereby represents and warrants as follows:

- i. Assignor is the sole owner of the entire Landlord's interest in the Lease, and this Assignment is a first priority assignment and Assignor has not executed any other assignment of the Leases and/or rents.
- ii. Assignor has delivered to Assignee a true and complete copy of the "Final Mt. Vernon Lease" dated November 30, 2012. No modifications, amendments, or supplements thereto, affecting all or any portion of the Leased Premises have been identified.
- iii. The Lease is in full force and effect, and no default or event of default, and no event or circumstance which with the passage of time or the giving of notice or both would constitute a default or event of default, exists under the Lease.
- iv. All Rents under the Lease have been paid in full and no rent under the Lease has been paid to Assignor more than one (1) month in advance.

- v. No Tenant under the Lease is entitled to any offset or defense against the payment of rent thereunder.
- vi. Each Lease affecting all or any portion of the Leased Premises is by its terms or by separate written agreement subject and subordinate to the terms and provisions of this Assignment.

## ARTICLE II

### MISCELLANEOUS PROVISIONS

**Section 2.01 Notices.** Any required or permitted notice under this Assignment shall be given in the manner described in the Gift Agreement

**Section 2.02 Instructions to Tenant.** Assignor shall promptly: (i) notify Tenant under the Lease of the existence of this Assignment and the rights and obligations of Assignor, Assignee, and Tenant hereunder; (ii) provide Tenant with a copy of this Assignment; and (iii) use commercially reasonable efforts to obtain Tenant's agreement to be bound and comply with the provisions hereof that apply to Tenant.

**Section 2.03 Incorporation of Gift Agreement; Covenants Running with the Land.** All representations, warranties, and covenants contained in the Gift Agreement are incorporated herein by this reference. In the event of any conflict between the terms of this Assignment and the Gift Agreement, the terms of the Gift Agreement shall control. All representations, warranties, and covenants contained herein and incorporated herein from the Gift Agreement, to the extent relating to the Leased Premises, are intended by the parties to be, and shall be construed as, covenants running with the land. All Persons who may have or acquire an interest in the Leased Premises shall be deemed to have notice of, and be bound by, the terms of this Assignment, the Gift Agreement, and the other title documents; provided, however, that no such person shall be entitled to any rights thereunder or be deemed to be a third-party beneficiary of this Assignment without the prior written consent of Assignee in each instance.

**Section 2.04 Successors and Assigns.** This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee, and their respective legal representatives, successors, and assigns. No right in Assignor to sell, transfer, or encumber the Leased Premises or any of the other collateral secured by the Property or the Lease and/or rents may be inferred from this Section. Assignee shall have the absolute and unrestricted right, at any time or from time to time, and without notice to or consent by Assignor or any other person, to sell, assign, or transfer all or any portion of this Assignment in connection with any sale, assignment, or transfer of the Property. Each such purchaser, assignee, or transferee shall have the rights and benefits with respect to this Assignment as such person would have if they were the Assignee originally named in this Assignment.

**Section 2.05. No Waiver.** No delay or forbearance by Assignee in exercising any or all of its rights and remedies hereunder or rights and remedies otherwise afforded by law or in equity shall operate as a waiver thereof or preclude the exercise thereof during the continuance of any event of default or if any subsequent event of default occurs. No act or inaction of Assignee under this Assignment shall be deemed to constitute or establish a "course of performance or dealing" that would require Assignee to so act or refrain from acting in any particular manner at a later time under similar or dissimilar circumstances. Any failure by Assignee to insist upon strict performance of any of the terms, provisions, or conditions of this Assignment or the Gift Agreement shall not be deemed to be a waiver of such term, provision, or condition, and Assignee shall have the right at any time to insist upon strict performance of all of such terms, provisions, and conditions. Any waiver of the terms hereof shall be effective only in the specific instance and for the specific purpose given.

**Section 2.06 Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of the State of California without regard to conflict of law rules.

**Section 2.07 Headings.** The Article, Section, and Subsection titles of this Assignment are for convenience of reference only and shall not alter, modify, limit, or define, or be used in construing, the scope, intent, or text of such Articles, Sections, or Subsections.

**Section 2.08 Jurisdiction; Venue; Waiver of Jury Trial.**

Assignor hereby irrevocably and unconditionally: (i) agrees that any legal action, suit, or proceeding arising out of or relating to this Assignment may be brought in the courts of the state of California and (ii) submits to the exclusive jurisdiction of any such court in any such action, suit, or proceeding. Final judgment against Assignor in any action, suit, or proceeding shall be conclusive and may be enforced in any other jurisdiction by suit on the judgment.

Nothing in this Section shall affect the right of Assignee to: (i) commence legal proceedings or otherwise sue Assignor in any other court having jurisdiction over Assignor; or (ii) serve process upon Assignor in any manner authorized by the laws of any such jurisdiction.

Assignor irrevocably and unconditionally waives, to the fullest extent Assignor may effectively do so, the defense of improper venue and/or an inconvenient forum to the maintenance of any action or proceeding in any court referred to in this Section or otherwise relating to this Assignment.

ASSIGNOR HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY RELATING TO THIS ASSIGNMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, WHETHER BASED ON CONTRACT, EQUITY, TORT, OR ANY OTHER THEORY.

**Section 2.09 Expenses; Indemnity.** Assignor shall pay or reimburse Assignee for, and shall defend, indemnify, and hold Assignee harmless from and against, any and all claims, losses, expenses, damages, and liabilities (including, without limitation, all reasonable fees and expenses of attorneys that Assignee incurs or may incur in connection with this Assignment and/or any suit, action, proceeding, or dispute of any kind in which Assignee is made a party or appears as party plaintiff or defendant relating to this Assignment, including, without limitation, in connection with: (i) the rights and interests created herein; (ii) the Lease and rents; and (iii) the enforcement of Assignee's rights and remedies hereunder or any action to protect the priority or security hereof, except to the extent incurred as a result of Assignee's gross negligence or willful misconduct.

**Section 2.10 Counterparts; Integration; No Oral Amendments.** This Assignment and any amendments, waivers, consents, or supplements hereto may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Assignment or any amendment, modification, or supplement hereto by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Assignment. The provisions of this Assignment may be amended or revised only by an instrument in writing signed by Assignor and Assignee. This Assignment and all the other Loan Documents embody the final, entire agreement of Assignor and Assignee and supersede any and all prior commitments, agreements, representations, and understandings, whether written or oral, relating to the subject matter hereof and thereof and may not be contradicted or varied by evidence of prior, contemporaneous, or subsequent oral agreements or discussions of Assignor and Assignee. There are no oral agreements between Assignor and Assignee concerning or relating to the Secured Indebtedness, this Assignment or any of the other Loan Documents.

**Section 2.11 Severability.** If any term or provision of this Assignment is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Assignment or invalidate or render unenforceable such term or provision in any other jurisdiction.

**Section 2.12 Time Is of the Essence.** Time shall be of the essence with respect to each of the Assignor's obligations hereunder.

**Section 2.13 Recording Fees.** Assignor shall pay all recording fees due in connection with this Assignment and any amendments hereto or terminations hereof.

**Section 2.14 Further Assurances.** Assignor shall take such action and shall execute, deliver, and record, at its sole cost and expense, such documents as Assignee in its reasonable discretion may deem necessary or advisable to evidence the assignment of lease and rents made in this Assignment, to establish the first priority assignment of this Assignment, and/or to carry out the intent and purposes hereof. If requested in writing by Assignee, Assignor shall promptly execute a specific assignment of any Lease now or hereafter affecting all or any portion of the Leased Premises.

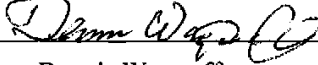
**Section 2.15 Joint and Several Liability.** If more than one party, as assignor, shall execute this Assignment, the term "Assignor" shall mean all parties signing, and each of them, and each agreement, representation, covenant, and obligation of Assignor hereunder shall be and mean the several as well as joint undertaking of each of them.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this Assignment and Assumption of Lease Agreement as of 10/1/2021.

**ASSIGNOR:**

Dennis Wagstaffe for the Estate of Donald B. Tanklage and Carole F. Tanklage

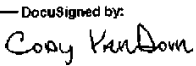
By: 

Name: Dennis Wagstaffe

Title: Estate Attorney

**ASSIGNEE:**

Cal Poly Corporation, a California Corporation

DocuSigned by:  
By:   
68AABCE755D94DA...

Name: Cody VanDorn

Title: Chief Executive Officer