

After recording return to:
Bendich, Stobaugh & Strong
126 NW Canal Street, Suite 100
Seattle WA 98107

ASSIGNMENT OF TENANT'S INTEREST IN LEASE AS SECURITY

Grantor: MW Kemper LLC
Grantee: Evergreen Business Capital
Legal description: Amended Lot 11, Amended Skagit Regional Airport BSP, Ph. 1
Tax Parcel ID#: P133020/8012-000-011-0101 & P115569/8012-000-011-0100

FIRST AM**NCS-1186602**

TO INDUCE Evergreen Business Capital ("Lender") to make a loan in the amount of \$1,030,000.00 to MW Kemper LLC ("Borrower"), MW Kemper LLC represents and agrees as follows:

1. LEASE. Borrower is leasing from Port of Skagit County ("Landlord") the premises legally described at attached Exhibit A ("the Lease").
2. LOAN. Borrower has executed a promissory note payable to Lender in the amount of \$1,030,000.00 ("the Note").
3. ASSIGNMENT OF LEASE. For valuable consideration, Borrower hereby assigns, grants a continuing security interest in, and conveys to the Lender all of its right, title, and interest in the Lease; provided, however, that so long as demand for payment of the Note has not been made, Borrower shall continue to enjoy all the rights and privileges of the tenant
4. DEFAULT. In the event of any default by the Borrower under the terms of the Note, Lender may exercise one or more of the following remedies:
 - a. Declare this assignment absolute and take immediate possession of the Premises.
 - b. Declare this assignment absolute and sell or transfer Borrower's interest in the Lease, subject to the consent of Lessor. The net proceeds of the transaction shall be applied to the balance owing on the Note.

5. The Loan secured by this lien was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations:

- a. When SBA is the holder of the Note, this document and all documents evidencing or securing this Loan will be construed in accordance with federal law.
- b. CDC or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No Borrower or Guarantor may claim or assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to this Loan.

Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this instrument.

EXECUTED this 4 day of October, 2023.

MW Kemper LLC

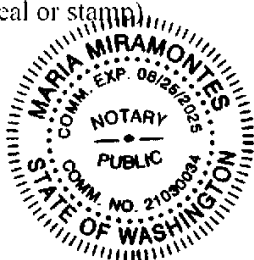
By: [Signature]
Willis L. Kemper, Manager

State of Washington)
) ss.
County of Snohomish)

I certify that I know or have satisfactory evidence that Willis L. Kemper is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the Manager of MW Kemper LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated October 4, 2023

(Seal or stamp)



Maria Miramontes
Notary Public in and for the State of Washington,
residing at Snohomish

Exhibit A
Legal Description

A leasehold estate situated in the County of Skagit, State of Washington, and described as follows:

LOT 11, AFTER BOUNDARY LINE ADJUSTMENT, RECORDED ON APRIL 1, 2022 AS SKAGIT COUNTY AUDITOR FILE NOS. 202204010132 AND 202204010133, MORE FULLY DESCRIBED AS FOLLOWS:

THAT PORTION OF LOT 9, AMENDED SKAGIT REGIONAL AIRPORT BINDING SITE PLAN, PHASE 1, NO. PL-02-0127, RECORDED UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 200303040030, BEING IN A PORTION OF THE SOUTH 1/2 OF SECTION 34, TOWNSHIP 35 NORTH, RANGE 3 EAST, W.M. DESCRIBED AS FOLLOWS:

BEGINNING AT THE WESTERLY MOST CORNER OF SAID LOT 9, COMMON WITH LOT 10 OF SAID AMENDED SKAGIT REGIONAL AIRPORT BINDING SITE PLAN, PHASE 1;

THENCE NORTH 35°00'00" EAST ALONG THE COMMON LINE BETWEEN SAID LOTS 9 AND 10 FOR A DISTANCE OF 201.33 FEET;

THENCE SOUTH 12°46'55" WEST FOR A DISTANCE OF 217.48 FEET, MORE OR LESS, TO THE SOUTHWESTERLY LINE OF SAID LOT 9, ALSO BEING THE NORTHEASTERLY RIGHT-OF-WAY MARGIN OF HIGGINS AIRPORT WAY, AT A POINT BEARING SOUTH 55°00'00" EAST FROM THE POINT OF BEGINNING;
THENCE NORTH 55°00'00" WEST ALONG SAID SOUTHWESTERLY LINE OF LOT 9 FOR A DISTANCE OF 82.24 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH LOT 10, AMENDED SKAGIT REGIONAL AIRPORT BINDING SITE PLAN, PHASE 1, NO. PL-02-0127, RECORDED UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 200303040030, BEING IN A PORTION OF THE SOUTH 1/2 OF SECTION 34, TOWNSHIP 35 NORTH, RANGE 3 EAST, W.M.

EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID LOT 10, COMMON WITH LOT 9 OF SAID AMENDED SKAGIT REGIONAL AIRPORT BINDING SITE PLAN, PHASE 1;

THENCE NORTH 35°00'00" EAST ALONG THE COMMON LINE BETWEEN SAID LOTS 9 AND 10 FOR A DISTANCE OF 201.33 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUE NORTH 35°00'00" EAST ALONG SAID COMMON LINE FOR A DISTANCE OF 111.88 FEET TO THE NORTHEAST CORNER OF SAID LOT 10;

THENCE NORTH 60°34'34" WEST ALONG THE NORTHEASTERLY LINE OF SAID LOT 10, COMMON WITH LOTS 13 AND "G" OF SAID AMENDED SKAGIT REGIONAL AIRPORT BINDING SITE PLAN, PHASE 1, FOR A DISTANCE OF 61.48 FEET, MORE OR LESS, TO A POINT BEARING NORTH 4°58'56" EAST FROM THE TRUE POINT OF BEGINNING;
THENCE SOUTH 4°58'56" WEST FOR A DISTANCE OF 122.31 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH LOT 11, AMENDED SKAGIT REGIONAL AIRPORT BINDING SITE PLAN, PHASE 1, NO. PL-02-0127, RECORDED UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 200303040030, BEING IN A PORTION OF THE SOUTH 1/2 OF SECTION 34, TOWNSHIP 35 NORTH, RANGE 3 EAST, W.M. SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

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