

RECORDING RETURN TO:
CSD ATTORNEYS AT LAW P.S.
1500 RAILROAD AVE.
BELLINGHAM, WA 98225

GNW 25-23492

DOCUMENT TITLE:

TERMINATION OF LEASE

REFERENCE NUMBER OF RELATED DOCUMENTS:

9210140056

GRANTOR:

VAN ZYVERDEN, INC., a Delaware Corporation

GRANTEE:

PORT OF SKAGIT COUNTY, a Washington Municipal Corporation

ABBREVIATED LEGAL DESCRIPTION:

LOT 5 & PTN. TRACT "X", AMENDED SKAGIT REGIONAL AIRPORT BINDING SITE PLAN

Full legal descriptions found on pages 6 of document.

ASSESSOR'S PROPERTY TAX PARCEL ACCOUNT NUMBERS:

P115562	8012-000-005-0300
P129669	8012-000-005-0400
P120208	8012-000-999-2400

TERMINATION OF LEASE

This TERMINATION OF LEASE (the "Termination of Lease") is made by and between PORT OF SKAGIT COUNTY, a Washington municipal corporation ("Landlord") and VAN ZYVERDEN, INC., a Delaware corporation ("Tenant") as of July 25, 2025 ("Effective Date"). Landlord and Tenant may collectively be referred to hereinafter as the "Parties," or individually as a "Party."

RECITALS:

A. Landlord and Tenant's predecessor in interest, Fisher & Sons, Inc., entered into that certain Lease Agreement dated March 17, 1992 (the "Lease") for the real property commonly more particularly described on Exhibit A (the "Premises"). Tenant entered into the Lease as Van Zyverden Bros., Inc., a Mississippi corporation but at the time of entering into the Lease, Tenant was a Delaware corporation pursuant to the Certificate of Agreement of Merger of Van Zyverden Bros., Inc., a Mississippi Corporation with and into Van Zyverden Bros., Inc., a Delaware corporation as filed with the Delaware Secretary of State on May 1, 1989. Tenant changed its name from Van Zyverden Bros., Inc., a Delaware corporation to Van Zyverden, Inc., a Delaware corporation on or about April 29, 1996.

B. The building located on the Premises consists of approximately forty-two thousand four hundred eighty-eight square foot (42,488 ft²) (the "Building").

C. Landlord and Tenant entered into a Commercial Building Purchase and Sale Agreement pursuant to which Tenant will sell and Landlord will purchase the Building (the "PSA").

D. Upon the closing of the transaction contemplated by the PSA, Landlord and Tenant desire to terminate the Lease.

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which are hereby acknowledged, and in consideration of the promises and the mutual covenants, conditions and agreements contained herein, and in the Lease, the parties agree as follows:

1. TERMINATION AND RELEASE. The Lease is hereby terminated as of July 25 2025 (the "Termination Date"). Except as set forth in Paragraph 2 herein, all of the Parties' rights and obligations under the Lease shall cease on the Termination Date.

2. SURVIVAL. All of Tenant's obligations set forth in the Lease which require performance beyond termination of the Lease, including, but not limited to, the defense, indemnification, and hold harmless obligations set forth in the Lease, shall survive the Termination Date and shall continue as obligations until fully performed.

3. ATTORNEYS FEES AND COSTS. In the event any action, mandatory arbitration or legal proceedings are commenced to enforce any of the terms and conditions hereof, or to terminate this Termination of Lease, the prevailing party shall receive from the other a reasonable sum as attorney's fees, together with costs;

4. GENERAL. This Termination of Lease: (i) represents the entire understanding of the parties with respect to the subject matter covered; (ii) supersedes all prior and contemporaneous oral understandings with respect to such subject matter; (iii) may only be amended in a writing signed by both parties; (iv) may be executed in any number of counterparts,

each of which shall for all purposes be deemed to be an original and all of which together shall constitute but one and the same instrument, and shall be effective upon execution of one or more of such counterparts by each of the parties hereto; (v) binds and inures to the benefit of the parties and their respective successors, permitted assigns, agents and representatives; and (vi) shall be governed by the internal laws of the State of Washington without reference to its conflict of laws. provisions and venue shall be in Skagit County, Washington. Further, (i) the failure of either Party at any time to require performance of any provision of this Termination of Lease shall not limit such Party's right to enforce such provision, nor shall any waiver of any breach of any provision of this agreement constitute a waiver of any succeeding breach of such provision or a waiver of such provision itself; (ii) any provision of this Termination of Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision of this agreement, and the remaining provisions shall Termination of Lease remain in full force and effect; (iii) the captions or headings provided in this agreement are for convenience only and will not be deemed to be a part of this agreement and (iv) and by signing below, each individual signatory certifies that they are a person duly qualified and authorized to bind the respective parties to this Termination of Lease.

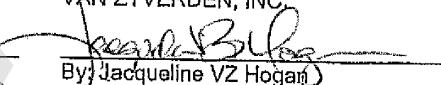
LANDLORD:

PORT OF SKAGIT COUNTY

By: Sara Young
Its: Executive Director

TENANT:

VAN ZYVERDEN, INC.


By: Jacqueline VZ Hogan
Its: Chief Executive Officer

each of which shall for all purposes be deemed to be an original and all of which together shall constitute but one and the same instrument, and shall be effective upon execution of one or more of such counterparts by each of the parties hereto; (v) binds and inures to the benefit of the parties and their respective successors, permitted assigns, agents and representatives; and (vi) shall be governed by the internal laws of the State of Washington without reference to its conflict of laws provisions and venue shall be in Skagit County, Washington. Further, (i) the failure of either Party at any time to require performance of any provision of this Termination of Lease shall not limit such Party's right to enforce such provision, nor shall any waiver of any breach of any provision of this agreement constitute a waiver of any succeeding breach of such provision or a waiver of such provision itself; (ii) any provision of this Termination of Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision of this agreement, and the remaining provisions shall Termination of Lease remain in full force and effect; (iii) the captions or headings provided in this agreement are for convenience only and will not be deemed to be a part of this agreement and (iv) and by signing below, each individual signatory certifies that they are a person duly qualified and authorized to bind the respective parties to this Termination of Lease.

LANDLORD:

PORT OF SKAGIT COUNTY


By: Sara Young
Its: Executive Director

TENANT:

VAN ZYVERDEN, INC.

By: Jacqueline VZ Hogan
Its: Chief Executive Officer

STATE OF MISSISSIPPI)
COUNTY OF Lauderdale)
ss.

On this day personally appeared before me JACQUELINE VZ HOGAN to me known to be the CHIEF EXECUTIVE OFFICER of VAN ZVVERDEN, INC., and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument on behalf of the limited liability company.

GIVEN under my hand and official seal this 23rd day of July 2025,



Charlotte Fay Adkins

Print Name:

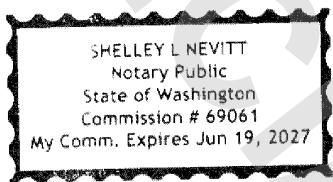
NOTARY PUBLIC in and for the

State of Mississippi, Residing at Lauderdale County
My Commission Expires: July 9, 2025

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

On this day before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared, Sara Young, to me known to be the Executive Director of the PORT OF SKAGIT COUNTY, 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 she was authorized to execute the said instrument on behalf of the corporation.

GIVEN under my hand and official seal this 25th day of July, 2025.



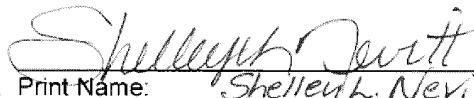

Print Name: Shelley L. Nevitt
NOTARY PUBLIC in and for the
State of Washington, residing at Row
My commission expires: 6-19-2027

EXHIBIT A

LOT 5 AND THAT PORTION OF TRACT "X", AS SHOWN ON AMENDED SKAGIT REGIONAL AIRPORT BINDING SITE PLAN, PHASE 1, RECORDED MARCH 4, 2003, UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 200303040030, RECORDS OF SKAGIT COUNTY, WASHINGTON.

(BEING PREVIOUSLY DESCRIBED AS LOTS 3 AND 4, SKAGIT REGIONAL AIRPORT BINDING SITE PLAN PHASE 1, RECORDED AUGUST 25, 1986, UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 8608250002.)

SITUATE IN SKAGIT COUNTY, WASHINGTON.