



201805030033

Skagit County Auditor \$78.00
5/3/2018 Page 1 of 5 10:34AM

After recording return to:

Sallye Quinn
BARRON SMITH DAUGERT, PLLC
PO Box 5008
Bellingham, WA 98227

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

MAY 03 2018

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

REFERENCE NUMBER(S) OF RELATED DOCUMENT(S): 201601140051

GRANTOR(S): Woolley Market SPC

GRANTEE(S): Whistle Punk LLC

ABBREVIATED LEGAL DESCRIPTION: Lots 4 & 5, Block 79, 2nd Addition to Sedro, Volume 3 of Plats Page 54

ASSESSOR'S TAX/PARCEL NUMBER: 4151-079-005-0008; P76161

TERMINATION OF LEASE

This TERMINATION OF LEASE (the "Termination") is made by and between Whistle Punk LLC ("Landlord") and Woolley Market SPC, a Washington social purpose corporation ("Tenant") as of April 1, 2018.

RECITALS:

A. Landlord and Tenant entered into that certain Lease dated July 1, 2014, (the "Lease") for the real property commonly known as 829 Metcalf Street, Sedro-Woolley, Washington and more particularly described on the attached Exhibit A, and certain personal property located thereon (collectively the "Premises").

B. The parties desire to enter into this agreement to terminate the Lease and all rights within, including but not limited to the option to purchase and right of first refusal granted to Tenant in the Lease.

C. All capitalized terms not defined herein shall have the meaning given to them in 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. The Lease and each and every one of its terms, including without limitation the Purchase Option and Right of First Refusal set forth in the Lease, is hereby terminated as of April 1, 2018. Except as set forth herein, both parties hereby release the other

from all covenants, duties, liabilities and obligations (“Obligations”) under the Lease as of the Termination Date. Said Obligations are of no further force and effect as of the Termination Date.

2. RENT. The parties agree that all Minimum Rent due under the Lease through the effective date of this Agreement, has been paid by Tenant to Landlord, and no further Minimum Rent is due, except as may be allowed by law in the event the Tenant fails to vacate the Premises as required herein.

3. UTILITIES; TAXES; INSURANCE. To the extent that Tenant has not paid certain utilities, taxes, and insurance payments due under the Lease, Landlord hereby agrees to waive any such arrearage in consideration for Tenant’s execution of a new lease for the Premises of even date.

5. RELEASE. As of the Termination Date, Tenant (including its respective shareholders, directors, partners, members, officers, agents, employees, attorneys and affiliated or related entities or persons) releases and forever discharges Landlord from and against any and all damage, loss, liability, claim, cost, expense, judgments and causes of action (including, without limitation, reasonable attorneys’ fees) of any kind and nature (“Claim”) arising out of, resulting from or related to the relationship of the parties hereto with respect to the Lease.

Notwithstanding the foregoing, Tenant shall defend, indemnify and hold harmless Landlord, its successors and assigns, subsidiaries and affiliates, from and against any and all damage, loss, liability, claim, cost expense, action and cause of action (including, without limitation, attorneys’ fees and the reasonable costs of investigation) incurred by or asserted against Landlord, its successors and assigns, accruing prior to the Termination Date or arising from or pertaining to Tenant’s use or occupation of the Premises.

7. GENERAL. This Agreement: (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; (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; (vii) failure of either party at any time to require performance of any provision of this Agreement 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; (viii) any provision of this Agreement 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 nevertheless remain in full force and effect; (ix) 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 Agreement, the prevailing party shall receive from the other a reasonable sum as

attorney's fees, together with costs; (x) 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 (xi) by signing below, each individual signatory certifies that he/she is a person duly qualified and authorized to bind the respective parties to this Agreement.

LANDLORD:

Whistle Punk LLC



By: Steve Brinn

Its: Manager

TENANT:

Woolley Market SP0



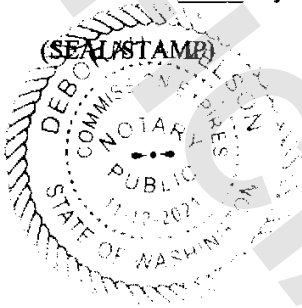
By: Will Honea

Its: President

STATE OF WASHINGTON)
) ss.
COUNTY OF Whatcom)

I certify that I know or have satisfactory evidence that Steve Brinn is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the Manager of Whistle Punk, LLC, a Washington limited liability company to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 27th day of April, 2018.



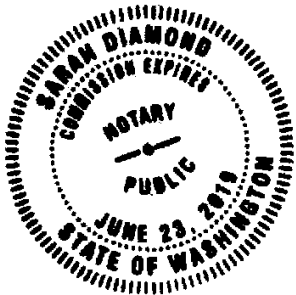
Deborah L. Nelson
NOTARY PUBLIC
Printed Name: Deborah L. Nelson
My Appointment Expires: 11/12/21

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that Will Honea is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the President of Woolley Market SPC, a Washington special purpose corporation to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 2nd day of APRIL, 2018.

(SEAL/STAMP)



Sarah Diamond
NOTARY PUBLIC
Printed Name: Sarah Diamond
My Appointment Expires: 6.23.19

EXHIBIT A

LOTS 4 AND 5, BLOCK 79, "SECOND ADDITION TO SEDRO," AS PER PLAT
RECORDED IN VOLUME 3 OF PLATS, PAGE 54, RECORDS OF SKAGIT COUNTY,
WASHINGTON.

SITUATE IN THE CITY OF SEDRO WOOLLEY, COUNTY OF SKAGIT, STATE OF
WASHINGTON.