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**STATE OF WASHINGTON  
KING COUNTY SUPERIOR COURT**

STATE OF WASHINGTON,  
DEPARTMENT OF ECOLOGY,

Plaintiff,

v.

TOC SEATTLE TERMINAL, LLC

Defendant.

NO. 20-2-15215-3 SEA

AMENDMENT TO PROSPECTIVE  
CONSENT DECREE RE: TIME OIL  
BULK TERMINAL SITE

(AGREEMENT OF SUCCESSOR IN  
INTEREST)

Pursuant to the Assignment and Assumption of Asset Purchase Agreement (Agreement) between TOC Seattle Terminal, LLC and TOC Seattle Terminal 1, LLC, the undersigned Successor in Interest, TOC Seattle Terminal 1, LLC shall be made a party to the Prospective Purchaser Consent Decree Re: Time Oil Bulk Terminal Site (King County Superior Court Cause No. 20-2-15215-3 SEA). The Agreement is attached hereto as Exhibit A. When this Amendment becomes effective, TOC Seattle Terminal 1, LLC agrees to be bound by, and shall benefit from, all applicable provisions of the Prospective Purchaser Consent Decree.

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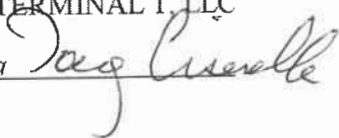
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So ordered this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
JUDGE/COMMISSIONER  
King County Superior Court


IT IS SO AGREED BY THE UNDERSIGNED SUCCESSOR IN INTEREST:

TOC SEATTLE TERMINAL 1, LLC

*s/ Doug Ciserella*   
Doug Ciserella  
Governor  
TOC Seattle Terminal 1, LLC  
773-722-9200  
Date: May 25, 2021

IT IS SO AGREED:

WASHINGTON STATE DEPARTMENT OF ECOLOGY

  
\_\_\_\_\_  
Brock Milliern, Program Manager  
Toxics Cleanup Program  
360-407-7177  
[brock.milliern@ecy.wa.gov](mailto:brock.milliern@ecy.wa.gov)  
Date: May 7, 2021

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IT IS SO AGREED:

STATE OF WASHINGTON  
ROBERT W. FERGUSON  
Attorney General



Allyson C. Bazan, WSBA #44221  
Assistant Attorney General  
Attorneys for Plaintiff  
State of Washington  
360-586-6770  
[Allyson.Bazan@atg.wa.gov](mailto:Allyson.Bazan@atg.wa.gov)

Date: May 10, 2021

IT IS SO AGREED:

TOC SEATTLE TERMINAL, LLC  
JOYCE ZIKER PARTNERS, PLLC

*s/ William F. Joyce*

William F. Joyce, WSBA # 15797  
Attorney for Defendant  
TOC Seattle Terminal, LLC  
206-957-5951  
[wjoyce@jzplaw.com](mailto:wjoyce@jzplaw.com)

Date: May 25, 2021

# EXHIBIT A

## **ASSIGNMENT AND ASSUMPTION OF ASSET PURCHASE AGREEMENT**

This Assignment and Assumption of Asset Purchase Agreement (“**Assignment**”) is entered into as of November 18, 2020, by and between TOC SEATTLE TERMINAL, LLC, a Delaware limited liability company (“**Assignor**”) and TOC SEATTLE TERMINAL 1, LLC, a Delaware limited liability company (“**Assignee**”).

### **RECITALS**

**WHEREAS**, Cantera Development Group, LLC, an Illinois limited liability company (“**Cantera**”) entered into that certain Asset Purchase Agreement dated March 16, 2018, as amended thereafter from time to time, with Edmund J. Wood as Chapter 7 Trustee of the Bankruptcy Estate of TOC Holdings Co., a Washington Corporation, formerly known as Time Oil Co. (“**Seller**”), as amended by that certain First Amendment to Asset Purchase Agreement dated August 21, 2018, and as further amended by that certain Second Amendment to Asset Purchase Agreement dated February 2019 (collectively, and as may be further amended, modified, supplemented or restated from time to time, the “**Purchase Agreement**”), relating to certain real property located 2737, 2805, 2750, and 2808 West Commodore Way, Seattle, Washington, as more particularly described in the Purchase Agreement (the “**Property**”);

**WHEREAS**, Cantera assigned all of its right, title and interest in, to and under the Purchase Agreement to Assignor pursuant to that certain Assignment of Asset Purchase Agreement dated November 18, 2020;

**WHEREAS**, Assignor now desires to assign, transfer, and convey to Assignee all of Assignor’s right, title and interest in and to the Purchase Agreement and all related agreements, leases, permits, entitlements, plans, budgets, documents, contracts, and due diligence investigations relating to the Property (collectively, the “**Assigned Interests**”);

**WHEREAS**, Assignee desires to accept said assignment and to assume Assignor’s rights and obligations to the Assigned Interests upon the terms and conditions hereinafter set forth; and

**WHEREAS**, capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in the Purchase Agreement.

**NOW THEREFORE**, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignee and Assignor agree as follows.

### **AGREEMENT**

1. **Assignment.** Assignor hereby transfers, assigns and conveys to Assignee all of Assignor’s right, title and interest in and to the Assigned Interests.

2. **Assignor Representations and Warranties.** Assignor hereby represents and warrants to Assignee that:

a) the Purchase Agreement is in full force and effect and no event has occurred which, with notice or the passage of time or both, could constitute a default by Assignor under the Purchase Agreement; and

b) Assignor has full right and authority to assign its interests in and to the Assigned Interests.

3. **Assumption.** Assignee hereby accepts the foregoing assignment and, effective as of the date hereof, assumes and agrees to perform and be bound by all of the terms, covenants, and conditions prospectively to be observed or performed as Purchaser under or pursuant to the Purchase Agreement and the Assigned Interests.

4. **Indemnification.**

a) Assignor hereby indemnifies and agrees to hold Assignee and its officers, directors, shareholders and employees harmless of and from any and all loss, cost, expense, damage or liability (including, but not limited to attorneys' fees and expenses) which may be incurred by or asserted against any such party arising from or occasioned by (i) the inaccuracy, in any material respect, of Assignor's warranties or representations hereunder or under the Purchase Agreement; and (ii) any claim of any nature arising under the Purchase Agreement and not disclosed to Assignee in writing prior to the Closing, as defined in the Purchase Agreement.

b) Assignee hereby indemnifies and agrees to hold Assignor and its officers, directors, shareholders and employees harmless of and from any and all loss, cost, expense, damage or liability (including but not limited to attorneys' fees and costs) incurred by or asserted against any such party arising from or occasioned by (i) Assignee's failure to assume or perform any of the obligations undertaken by Assignee hereunder; or (ii) any claim of any nature arising under the Purchase Agreement and relating to events or circumstances occurring after the Closing, as defined therein.

5. **Binding Effect.** This instrument shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assignees.


6. **Counterparts.** To facilitate execution, this Assignment may be executed in as many counterparts as may be deemed appropriate by the parties, all of which when taken together shall comprise one (1) agreement.

[THE BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK;  
SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this instrument to be executed individually or by their respective duly authorized representative on the date first shown above.

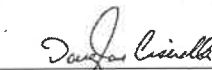
**ASSIGNOR:**

**TOC SEATTLE TERMINAL, LLC,**  
a Delaware limited liability company

By: <sup>SO</sup>  \_\_\_\_\_  
Name: Douglas Ciserella  
Title: Manager

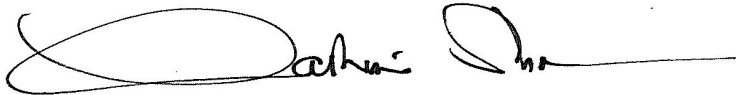
**ASSIGNEE:**

**TOC SEATTLE TERMINAL 1, LLC,**  
a Delaware limited liability company

By:  \_\_\_\_\_  
Name: Douglas Ciserella  
Title: Manager

King County Superior Court  
Judicial Electronic Signature Page

Case Number: 20-2-15215-3  
Case Title: WASHINGTON STATE OF ECOLOGY vs TOC SEATTLE  
TERMINAL  
Document Title: Order  
  
Signed By: Catherine Shaffer  
Date: May 25, 2021



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Judge: Catherine Shaffer

This document is signed in accordance with the provisions in GR 30.

Certificate Hash: 6C3F24F47D6286C9671F11264F89DF640F7A466A  
Certificate effective date: 7/16/2018 1:49:24 PM  
Certificate expiry date: 7/16/2023 1:49:24 PM  
Certificate Issued by: C=US, E=kcscefiling@kingcounty.gov, OU=KCDJA,  
O=KCDJA, CN="Catherine Shaffer:  
CnkDyYr95BGVZstmHl1GsA=="