



201601270042

Skagit County Auditor

\$154.00

1/27/2016 Page

1 of

9 11:17AM

Document Title:

Assignment of Lease with consent thereto and
Second Amendment to Lease Agreement
Reference Number:

Grantor(s):

additional grantor names on page ___.

1. Chuckanut Brewery LLC

2.

Land Title and Escrow

Grantee(s):

additional grantee names on page___.

1. Port of Skagit County

2. MW Kemper, LLC

#153849-
02

Abbreviated legal description:

full legal on page(s) ___.

Lot 11, Amended Skagit Regional Airport Binding Site Plan, Phase
1

Assessor Parcel / Tax ID Number:

additional tax parcel number(s) on page ___.

P115569 - old

P133020 - new

UNOFFICIAL DOCUMENT

2. Assignor hereby agrees to comply with all its financial obligations as Lessee incurred to the PORT OF SKAGIT COUNTY through the date of assignment or as thereafter may be determined to have been incurred prior to the date of assignment.

3. The Assignee hereby agrees that all notices and payments hereunder may be delivered or mailed as set forth herein. If delivered by messenger, courier (including overnight air courier) or facsimile transmittal, the same shall be deemed delivered when received at the street addresses or facsimile numbers listed below. All notices and payments mailed, whether sent by regular post or by certified or registered mail, shall be deemed to have been given on the second business day following the date of mailing, if properly mailed to the mailing addresses provided below, and shall be conclusive evidence of the date of mailing. The parties may designate new or additional addresses for mail or delivery by providing notice to the other party as provided in this section.

C. AMENDMENT. The Port of Skagit County, as Lessor, and Assignee, as Lessee, hereby mutually agree that the Lease, as described above, is amended as follows:

1. Lessee's name, as set forth in all places within the Lease is hereby changed from "Chuckanut Brewery, LLC," a Washington limited liability company, to "MW KEMPER LLC," a Washington limited liability company.
2. Paragraph 4.b. of the Lease is hereby amended to read in its entirety as follows:

Tenant Improvement Surcharge. On May 1, 2016, Lessee shall pay a monthly rental surcharge the total which, with applicable leasehold excise tax, equals the total estimated cost of tenant improvements outlined in Paragraph 8 entitled CONSTRUCTION OF IMPROVEMENTS amortized on a monthly basis over the initial term of the Lease, currently estimated to be approximately TWO THOUSAND FIVE HUNDRED THIRTY-SIX DOLLARS (\$2,536.00), plus leasehold excise tax of THREE HUNDRED TWENTY-FIVE DOLLARS AND SIXTY-TWO CENTS (\$325.62). This component of rent shall be determined as follows: Total estimated cost of tenant improvements described in Paragraph 8 entitled CONSTRUCTION OF IMPROVEMENTS multiplied by the Lessor's established 7.5% rate of return, divided by twelve (12) equal monthly payments amortized over the initial term of Lease. The parties shall reasonably agree to this surcharge and reduce such agreement to a letter agreement between them which shall be appended hereto as EXHIBIT No. 1. The parties specifically agree

ASSIGNMENT, CONSENT AND SECOND AMENDMENT TO LEASE AGREEMENT
LESSOR: PORT OF SKAGIT COUNTY
LESSEE: MW KEMPER LLC

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SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
2016253
JAN 27 2016

Amount Paid \$0
Skagit Co. Treasurer
By *nam* Deputy

that such surcharge shall then be in effect as a component of Rent without further amendment of the Lease.

3. Subparagraph 8.a.i. of the Lease is hereby amended to read in its entirety as follows"

i. A pad ready site for Lessee to construct Lessee-owned building. Work to include site excavation, all utilities to building pad, new construction fill, drainage, concrete pad with floor drains, and all asphalt per approved engineered plans not to exceed \$410,000.00, INCLUDING Washington state sales tax.

Lessee accepts such improvements "where is, as is."

4. Paragraph 32 of the Lease is hereby amended to read in its entirety as follows:

All notices or payment hereunder may be delivered or mailed. Below are the addresses of the parties:

<u>To Lessor:</u>	<u>Street Address:</u>	<u>Mailing Address:</u>
	Port of Skagit County 15400 Airport Drive Burlington, WA 98233	Port of Skagit County 15400 Airport Drive Burlington, WA 98233
	Phone No.: (360) 757-0011	Fax No.: (360) 757-0014

With Copy to:

Bradford E. Furlong
825 Cleveland Avenue
Mount Vernon, WA 98273

<u>To Assignee:</u>	<u>Street Address:</u>	<u>Mailing Address:</u>
	MW Kemper LLC 182 Hiline Road Bellingham, WA 98229	MW Kemper LLC 182 Hiline Road Bellingham, WA 98229
	Phone No.: (360) 752-3377	Fax No.: (360) _____

**ASSIGNMENT OF LEASE WITH CONSENT THERETO AND
SECOND AMENDMENT TO LEASE AGREEMENT**

Recitals.

WHEREAS, CHUCKANUT BREWERY, LLC, a Washington limited liability company, as "Lessee," (and herein also referred to as "Assignor") entered into a lease dated the 1st of June, 2015, as amended by First Amendment to Lease dated November 10, 2015 and as amended hereby (collectively "Lease") with the PORT OF SKAGIT COUNTY, a Washington municipal corporation, ("Lessor"); and

WHEREAS, in the aforementioned First Amendment, Lessor and Lessee intended to agree to an assignment of Lessee's interest in the Lease to MW KEMPER, LLC, a Washington limited liability company, ("Assignee") but inadvertently succeeded only in the changing the name of the tenant; and

WHEREAS, as part of the aforementioned First Amendment, Lessor and Lessee/Assignor agreed to modify the rent provisions of the Lease based on the total out of pocket costs incurred by Lessor related to improvements to the Premises and to "memorialize" said modification by letter; and

WHEREAS, Lessor, Lessee/Assignor and Assignee now wish to complete the assignment from Assignor to Assignee and to clarify the basis by which the rent will be modified based on the Lessor's costs to construct improvements;

NOW, THEREFORE, The parties hereby agree as follows:

A. **ASSIGNMENT.** FOR VALUE RECEIVED, CHUCKANUT BREWERY, LLC, a Washington limited liability company, as "Assignor," hereby grants, bargains, sells, assigns, transfers and delivers unto MW KEMPER LLC, a Washington limited liability company, as "Assignee," Assignor's interest and position in and to the Lease Such that MW KEMPER, LLC shall henceforth hold the Lessee's interest in the Lease.

B. **CONSENT.** The PORT OF SKAGIT COUNTY hereby consents to the Assignment of the Lease subject to and contingent upon compliance with the following agreements and conditions.

1. Assignee hereby acknowledges receipt of the Lease and unconditionally assumes all of Assignor's obligations contained in the Lease and accepts, agrees and covenants to comply with, and guarantees performance and fulfillment of, all the terms and conditions contained in the Lease.

All other terms and conditions of the Lease above referenced except as herein amended are confirmed and ratified in all respects and shall remain in full force and effect. This agreement shall bind and inure to the benefit of the successors and assigns of the Lessor and Lessee.

The Lessor's consent and the amendments described herein shall be effective upon written notice to the Port of Skagit County at the address above stated that financing for Assignee's construction of improvements on the Premises has been funded by Washington Federal.

ALL PARTIES HEREBY STIPULATE AND AGREE that the foregoing assignment, consent and amendment shall, once effective shall relate back to November 10, 2015. The signatures of the Lessee/Assignor, Assignee, and Lessor hereinafter evidence each party's unconditional acceptance of and agreement to the provisions applicable to each herein.

ASSIGNOR/LESSEE:
CHUCKANUT BREWERY, LLC

ASSIGNEE:
MW KEMPER LLC

BY: [Signature]

BY: [Signature]

ITS: mgt.

ITS: mgt.

DATE: 1/15/16

DATE: 1/15/16

BY: [Signature]

BY: [Signature]

ITS: Manager

ITS: Manager

DATE: 1/15/16

DATE: 1/15/16

BY:

Steve Omdal

ITS: Vice President

DATE:

1-26-2016

BY:

William Shuler

ITS: Secretary

DATE:

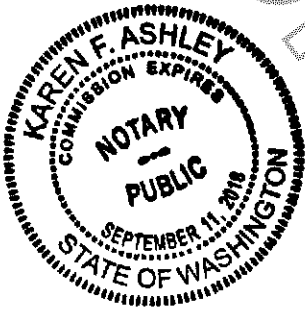
1-20-16

UNOFFICIAL DOCUMENT

STATE OF WASHINGTON)
) SS.
COUNTY OF SKAGIT)

On this 15th day of January, 2016, before me personally appeared Will Kemper and Mari Kemper, to me known to be the managers of MW KEMPER LLC, the limited liability corporation that executed the within and foregoing instrument, and acknowledged 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 they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Karen Ashley
Notary Public in and for the state of
Washington, residing at Sedro-Walley
My commission expires: 9-11-2018
Printed Name: Karen Ashley

STATE OF WASHINGTON)
) SS.
COUNTY OF SKAGIT)

On this 15th day of January, 2016, before me personally appeared Will Kemper and Mari Kemper, to me known to be the managers of CHUCKANUT BREWERY, LLC, the limited liability corporation that executed the within and foregoing instrument, and acknowledged 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 they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Karen Ashley
Notary Public in and for the state of
Washington, residing at: Sedro Woolley
My commission expires: 9-11-2018
Printed Name: Karen Ashley

STATE OF WASHINGTON)
) SS.
COUNTY OF SKAGIT)

On this 26th day of January, 2016, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Steve Omdal and William Shuler, to me known to be the Vice President and Secretary, respectively, of the Port Commission of the Port of Skagit County, a municipal corporation, the corporation that executed the foregoing instrument, and acknowledged 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 they were duly authorized to execute the same and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Karmen M. Hardy
Notary Public in and for the state of
Washington, residing at Anacortes
My commission expires: 3/25/18
Printed Name: Karmen M. Hardy