

**RETURN ADDRESS:**

Please Return To: First American Title Co.  
601 Travis, Suite 1875  
Houston, TX 77002  
Attn: Lisa Aguilar  
NCS No. 813769-14



201707030189

Skagit County Auditor  
7/3/2017 Page

1 of

7

\$79.00  
2:44PM

**GUARDIAN NORTHWEST TITLE CO.**

<b>Document Title(s)</b> (or transactions contained therein):	112612
1. Assignment and Assumption of Real Property Lease	
<b>Assignor(s)</b> (Last name first, then first name and initials):	
1. Cemex Constfuction Materials Pacific, LLC, a Delaware limited liability company	
<b>Assignee(s)</b> (Last name first, then first name and initials):	
1. Cadman Materials, Inc., a Washington corporation	
<b>Legal description</b> (abbreviated: i.e. lot, block, plat or section, township, range)	
SECTION 9, TOWNSHIP 35 NORTH, RANGE 4 EAST; PTN. SW SW; AND SECTION 16, TOWNSHIP 35 NORTH, RANGE 4 EAST; PTN. NW NW	
<b>Assessor's Property Tax Parcel/Account Number</b>	
P36082, 350409-3-005-0005, P36083, 350409-3-005-0104, P36084, 350409-3-005-0203, P36773, 350416-2-002-0019, P36775, 350416-2-002-0118, P36777, 350416-2-002-0217	

**ASSIGNMENT AND ASSUMPTION OF REAL PROPERTY LEASE**

THIS ASSIGNMENT AND ASSUMPTION OF REAL PROPERTY LEASE (this "Agreement") is entered into as of June 30, 2017, by and between CEMEX CONSTRUCTION MATERIALS PACIFIC, LLC, a Delaware limited liability company ("Assignor"), and CADMAN MATERIALS, INC., a Washington corporation ("Assignee"). Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement (as defined below).

WHEREAS, the Assignor, together with certain of its affiliates, and the Assignee entered into that certain Asset Purchase Agreement, dated as of April 17, 2017 (the "Purchase Agreement");

WHEREAS, the Purchase Agreement provides for the assignment by the Assignor and assumption by the Assignee of each lease or license of real property (and any sublease or sublicense thereof) included in the Purchased Assets, including the lease or license described on Exhibit A hereto and attached as Exhibit B hereto (the "Lease"); and

WHEREAS, the Assignor desires to assign to Assignee and Assignee desires to assume the Assignor's rights and liabilities under the Lease.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to the terms hereof and of the Purchase Agreement, the parties agree as follows:

1. Assignment. As of the Effective Closing Time, Assignor hereby assigns, transfers, conveys, grants, bargains, and delivers unto Assignee, all of Assignor's rights, title and interest in and to the Lease.
2. Assumption. As of the Effective Closing Time, Assignee hereby assumes and agrees to pay, discharge, or perform, as appropriate, the Lease in accordance with the terms of the Purchase Agreement.
3. Representations and Warranties. The representations and warranties of the Assignor in the Purchase Agreement are incorporated herein by reference. The execution and delivery of this Agreement shall not be (or be deemed) a waiver or discharge of any representation, warranty, covenant or agreement of the Assignor or the Assignee in or under the Purchase Agreement and such execution and delivery shall not be deemed a modification of any provision of the Purchase Agreement in any respect.
4. Interpretation. In the event of any conflict or inconsistency between the terms, provisions and conditions of this Agreement and the Purchase Agreement, the terms of the Purchase Agreement will govern.
5. Governing Law. This Agreement is governed by, and will be construed and enforced in accordance with, the substantive laws of the State of Delaware applicable to agreements executed and performed entirely within such State, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware. Each of the parties hereto irrevocably and unconditionally (a) consents to submit itself to the sole and exclusive personal jurisdiction of the state courts of the State of Delaware or any court of the United States located in the State of Delaware in connection with any dispute, claim or controversy based upon, related to or arising out of, under or in connection with this Agreement or the transactions contemplated hereby, (b) agrees that it shall not attempt

to deny or defeat such personal jurisdiction by motion or other request for leave from any such court, and (c) agrees that it shall not bring any action, suit or proceeding in connection with any dispute, claim or controversy based upon, related to or arising out of, under or in connection with this Agreement or the transactions contemplated hereby in any court or tribunal other than the state courts of the State of Delaware or any court of the United States located in the State of Delaware. Each of the parties hereto further agrees and covenants that if subject matter jurisdiction over any action, suit or proceeding in connection with any dispute, claim or controversy based upon, related to or arising out of, under or in connection with this Agreement or the transactions contemplated hereby exists in the Court of Chancery of the State of Delaware by reason of any provision of the Delaware General Corporation Law or if there otherwise exists a good faith basis for concluding that the Court of Chancery of the State of Delaware would have subject matter jurisdiction in connection with any such action, suit or proceeding, then any such action, suit or proceeding shall be brought exclusively in the Court of Chancery of the State of Delaware, and each party agrees that it shall not attempt to deny or defeat subject matter jurisdiction over such action, suit or proceeding in the Court of Chancery of the State of Delaware. The parties hereto irrevocably agree that venue would be proper in any state court of the State of Delaware or any court of the United States located in the State of Delaware, and hereby waive any objection that any such court is an improper or inconvenient forum for the resolution of such action, suit or proceeding. Service of process in any judicial proceeding, legal or equitable, brought against a party and involving this Agreement may be made either (i) by providing a copy of such process in accordance with Section 9.2 (Notices) of the Purchase Agreement or (ii) by providing a copy of such process in accordance with Applicable Law.

6. Counterparts. This Agreement may be executed (including by facsimile or PDF) in one or more counterparts (and one or more execution pages may be detached from one copy of this Agreement and attached to another copy in order to form one or more counterparts), each of which will be deemed to be an original, and it is not necessary in making proof of this Agreement or its terms to account for more than one of such counterparts.

[SIGNATURE PAGES FOLLOW]

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

JUL 03 2017

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

*OK per Clyde*

UNRECORDED DOCUMENT

IN WITNESS WHEREOF, the parties have caused this Assumption Agreement to be executed by their duly authorized Representatives as of the day and year first above written.

ASSIGNOR:

CEMEX CONSTRUCTION MATERIALS PACIFIC, LLC,  
a Delaware limited liability company

By: MEFE  
Name: Mike F. Egan  
Title: Vice President

STATE OF ~~TEXAS~~ FLORIDA )  
COUNTY OF ~~HARRIS~~ PALM BEACH ) ss.

This instrument was acknowledged before me on June 29, 2017 by Mike F. Egan, the Vice President of Cemex Construction Materials Pacific, LLC, a Delaware limited liability company, on behalf of said limited liability company.



Sarah Garcia  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# FF179063  
Expires 11/24/2018

Sarah Garcia  
Notary Public  
My commission expires: 11/24/18

ASSIGNEE:

CADMAN MATERIALS, INC.,  
a Washington corporation

By: 

Name: Francois Perrin

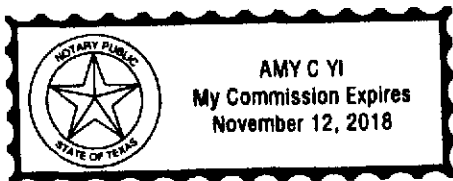
Title: Vice President - Strategy and Development

STATE OF TEXAS )

) ss.

COUNTY OF DALLAS )

This instrument was acknowledged before me on June 29, 2017 by  
Francois Perrin, the Vice President - Strategy and Development of Cadman Materials, Inc., a Washington  
corporation, on behalf of said corporation.



  
Notary Public

My commission expires November 12, 2018

## **Exhibit A to Assignment**

### **Description of Lease**

- Lease and Profit Agreement dated December 31, 2013, by and among Frederick S. Butler, Sara Butler, Jane Ryan, Kathleen Richardson, and Hugh Butler and Cemex Construction Materials Pacific, LLC, together with a Memorandum of Lease among such parties dated December 31, 2013

## **Exhibit B to Assignment**

### **Copy of Lease**

A copy of the Lease has been provided to Assignee and is over all or a portion of the real property described below:

Southwest Quarter of the Southwest Quarter less Right of Way and portion South and West of Railroad Right of Way, 1.30 Acres, Section 9, Township 35 North, Range 4 East, W.M.;

Southwest Quarter of the Southwest Quarter South and West of Railroad Right of Way, 37.67 Acres, Section 9, Township 35 North, Range 4 East, W.M., less the South 450 feet of the East 1000 feet thereof;

Northwest Quarter of the Southwest Quarter of Section 9, Township 35 North, Range 4 East, W.M., Less any portion lying Easterly of the F&S Grade, a County Road.