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06/29/2018 12:33 PM Pages: 1 of 4 Fees: \$102.00 Skagit County Auditor

The information contained in this boxed section is for recording purposes only pursuant to RCW 65.04, and is not to be relied upon for any other purpose, and shall not affect the intent of or any warranty contained in the document itself.

Document Title: Memorandum of Lease

Landlord: JOHN W. MANSO, a married man as to his sole and separate property

Tenant: SOUNDS GREAT, INC., a Washington corporation

Abbreviated Legal Description: Roosevelt Business Center Condo Unit 2, S17 T34N R4E

Parcel/Tax Id. Number: P106642/4642-000-002-0001 Reference Number(s) of Documents Affected: N/A Full Legal Description set forth in Exhibit A of Document.

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (the "Memorandum") is entered into by **JOHN W. MANSO**, a married man as to his sole and separate property ("Landlord"), whose address is 21332 Sherman Lane, Mount Vernon, Washington, and **SOUNDS GREAT, INC.**, a Washington corporation ("Tenant"), whose address is 1420 Roosevelt Avenue, Unit 2, Mount Vernon, Washington.

RECITALS

- A. The parties have entered into a Lease ("Lease") in which Tenant has leased the building located on real property, the legal description of which is set forth in **Exhibit A**, which by this reference is incorporated herein ("Property"), from Landlord.
- B. The purpose of this Memorandum is to put third parties on notice of certain terms of the Lease, including, but not limited to, the term of the Lease, the option to extend, and the Tenant's right of first refusal to purchase the Property.

AGREEMENT

- 1. <u>Defined Terms</u>. All capitalized terms used herein that are not defined shall have the same meaning as used in the Lease.
- 2. Term of Lease. The term of the Lease is for a period of two (2) years ("Initial Term"), beginning on June 2%, 2018, and terminating on June 3%, 2020.

- 3. <u>Successors and Assigns</u>. This Memorandum and the Lease bind and inure to the benefit of the parties and their respective heirs, successors, and assigns.
- 4. <u>No Alteration of Lease</u>. This Memorandum is subject to the terms, covenants, conditions, and provisions of the Lease, and is not intended to, and shall not be construed to, alter, modify, limit, or abridge any of the terms, covenants, conditions, or provisions of the Lease. In the event of any conflict or inconsistency between this Memorandum and the Lease, the Lease shall control.
- 5. Governing Law. This Memorandum and the Lease shall be governed by and construed in accordance with the laws of the State of Washington. Venue for any action with respect to the interpretation or enforcement of the Lease, or this Memorandum, shall be in Skagit County.

IN WITNESS WHEREOF, the undersigned have caused this Memorandum to be executed by their duly authorized representatives as of the date first set forth above.

LANDLORD:	TENANT:
. 0000	SOUNDS GREAT, INC., a Washington corporation
JOHN W. MANSO, a married man as to his sole and separate property	By: Shawn M. Gunnels, its President
STATE OF WASHINGTON)	
) ss. COUNTY OF SKAGIT)	

On this 28th day of June, 2018, I certify that I know or have satisfactory evidence that JOHN W. MANSO is the person who appeared before me, and said person acknowledged that he signed this instrument, and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

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

ALI MAKI
STATE OF WASHINGTON
NOTARY --+-- PUBLIC
My Commission Expires 08-14-2019

Printed Name: Ali Maki

Notary Public in and for the State of Washington

residing at Mukilteo

My commission expires: 08-14-2019

STATE OF WASHINGTON) COUNTY OF Whatcom

On this 20 day of June, 2018, I certify that I know or have satisfactory evidence that Shawn M. Gunnels 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 Sounds Great, Inc., a Washington corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the

day and year first above written.



Notary Public in and for the State of Washington

residing at My commission expires:

EXHIBIT A

Unit 2, "ROOSEVELT BUSINESS CENTER, A CONDOMINIUM," according to the Condominium Plan and Survey Map delineating said unit, recorded in Volume 16 of Plats, pages 15 & 16, under Auditor's File no. 9501170107.

TOGETHER WITH an undivided 13.3% interest in the Common Elements and Facilities appertaining to said unit, and including therein Limited Common Elements and Facilities so appertaining, according to the Condominium Declarations recorded under Auditor's File no. 9501170108.

INCLUDING THEREWITH, Uncovered Parking Space Nos. 6 & 7 as shown on Exhibit C, page 1 of said Declaration and as defined in Sections 7.1.1, 7.2 and 7.3 of said Declaration.

Situate in the City of Mount Vernon, County of Skagit, State of Washington.