

**Return Address:**

**Davis Graham & Subbs LLP**  
**1550 17th Street, Suite 500**  
**Denver, Colorado 80202**  
**Attn: Catherine Hance**

Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)

**Document Title(s)** (or transactions contained therein): (all areas applicable to your document must be filled in)

1. Memorandum of Lease \_\_\_\_\_ 2. \_\_\_\_\_  
3. \_\_\_\_\_ 4. \_\_\_\_\_

**Reference Number(s) of Documents assigned or released: 1**

Additional reference #'s on page \_\_\_\_\_ of document

**Grantor(s)** Exactly as name(s) appear on document

1. MTJ, L.L.C., a Washington limited liability company  
2. \_\_\_\_\_

Additional names on page \_\_\_\_\_ of document.

**Grantee(s)** Exactly as name(s) appear on document

1. KBP NORTHWEST LLC, a Delaware limited liability company  
2. \_\_\_\_\_

Additional names on page \_\_\_\_\_ of document.

**Legal description** (abbreviated: i.e. lot, block, plat or section, township, range)

Lots 8 through 10 in Block 5, Hensler's First Addition to Anacortes  
Additional legal is on page \_Exhibit A\_ of document.

**Assessor's Property Tax Parcel/Account Number**

assigned  
P57336

☐ Assessor Tax # not yet

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

"I am signing below and paying an additional \$50 recording fee (as provided in RCW 36.18.010 and referred to as an emergency nonstandard document), because this document does not meet margin and formatting requirements. Furthermore, I hereby understand that the recording process may cover up or otherwise obscure some part of the text of the original document as a result of this request."

\_\_\_\_\_  
Signature of Requesting Party

**Note to submitter: Do not sign above nor pay additional \$50 fee if the document meets margin/formatting requirements**

## WHEN RECORDED RETURN TO:

Davis Graham & Stubbs LLP  
1550 17<sup>th</sup> Street, Suite 500  
Denver, Colorado 80202  
Attn: Catherine Hance

**MEMORANDUM OF LEASE**

This MEMORANDUM OF LEASE (this "Memorandum") is made and entered into as of the 1st day of October, 2018, by and between **MTJ, L.L.C.**, a Washington limited liability company ("Landlord"), whose address is 909 26th Street, Anacortes, Washington 98221, and **KBP NORTHWEST LLC**, a Delaware limited liability company ("Tenant"), whose address is 1745 Shea Center Drive, Suite 130, Highlands Ranch, Colorado 80129.

RECITALS

A. Landlord owns certain real property located in the County of Skagit, State of Washington, commonly known as 909 26<sup>th</sup> Street, Anacortes, Washington 98221, with assessor's property tax parcel number of P57336, and legally described on **Exhibit A** attached hereto and by this reference made a part hereof (the "Property").

B. Landlord and Tenant are parties to that certain Lease Agreement dated October 1, 2018 (the "Lease"), with respect to the Property.

C. Landlord and Tenant now wish to execute this Memorandum for the purpose of providing record notice of the Lease and certain provisions thereof.

AGREEMENT

In consideration of the rights and obligations of the parties under the Lease, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged by the parties hereto, Landlord and Tenant hereby promise and agree as follows:

1.1 Grant of Premises. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises, on and subject to the terms and conditions set forth in the Lease.

1.2 Term of Lease. The term of the Lease commenced on October 1, 2018, and shall terminate on September 30, 2028, unless sooner terminated or extended pursuant to the terms of the Lease.

1.3 Renewal Options. Pursuant to the Lease, Tenant as the right to renew the Lease for three five-year renewal terms.

1.4 Execution. This Memorandum may be executed in counterparts and, when counterparts of this Memorandum have been executed and delivered by all parties hereto, this Memorandum shall be fully binding and effective, just as if all of the parties hereto have executed and delivered a single counterpart hereof.

1.6 Incorporation by Reference. The terms, covenants and conditions of the Lease are incorporated by reference into this Memorandum as if set forth fully herein.

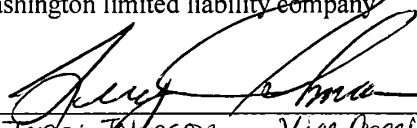
1.7 Effect. This Memorandum is intended to provide record notice of the Lease. In the event of any conflict or inconsistency between the provisions of the Lease and the provisions of this Memorandum, the provisions of the Lease shall control.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum, intending that it be valid and effective from and after the day and year first written above.

**LANDLORD:**

**MTJ, L.L.C.,**  
a Washington limited liability company

By: \_\_\_\_\_

  
Terry Johnson, Vice President

**TENANT:**

**KBP NORTHWEST LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_

\_\_\_\_\_, \_\_\_\_\_

*[Signature Page to Memorandum of Lease (MTJ, L.L.C. - 22nd Street)]*

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum, intending that it be valid and effective from and after the day and year first written above.

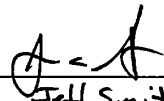
**LANDLORD:**

**MTJ, L.L.C.,**  
a Washington limited liability company

By: \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

**TENANT:**

**KBP NORTHWEST LLC,**  
a Delaware limited liability company

By:   
Jeff Smith, CFO

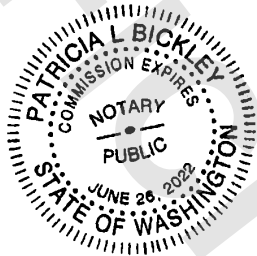
*[Signature Page to Memorandum of Lease (MTJ, L.L.C. - 22nd Street)]*

STATE OF Washington )  
COUNTY OF Skagit ) ss.

The foregoing instrument was acknowledged before me this 1st day of October, 2018 by Terry Johnson as Vice President of **MTJ, L.L.C.**, a Washington limited liability company.

Witness my hand and official seal.

My commission expires: June 26, 2022



Patricia L. Bickley  
Notary Public

STATE OF )  
) ss.  
COUNTY OF )

The foregoing instrument was acknowledged before me this 1st day of October, 2018 by \_\_\_\_\_ as \_\_\_\_\_ of **KBP NORTHWEST LLC**, a Delaware limited liability company.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

STATE OF )  
 ) ss.  
 COUNTY OF )

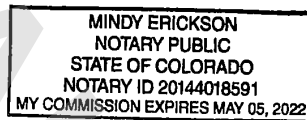
The foregoing instrument was acknowledged before me this 1st day of October, 2018 by \_\_\_\_\_ as \_\_\_\_\_ of **MTJ, L.L.C.**, a Washington limited liability company.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
 Notary Public

STATE OF Colorado )  
 ) ss.  
 COUNTY OF Douglas )



The foregoing instrument was acknowledged before me this 1st day of October, 2018 by Jeff Smith as CEO of **KBP NORTHWEST LLC**, a Delaware limited liability company.

Witness my hand and official seal.

My commission expires: 5/5/22

M. Erickson  
 Notary Public

*[Signature Page to Memorandum of Lease (MTJ, L.L.C. - 22nd Street)]*

EXHIBIT A

Legal Description of Property

**LOTS 8 THROUGH 10 IN BLOCK 5, HENSLER'S FIRST ADDITION TO ANACORTES, ACCORDING TO THE RECODED PLAT THEREOF IN THE OFFICE OF THE AUDITOR OF SKAGIT COUNTY, WASHINGTON, IN VOLUME 3 OF PLATS ON PAGE 36.**