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Skagit County Auditor

**Filed for Record at request of
and return to:**

Stiles Law Inc., P.S.

P.O. Box 228

Sedro-Woolley, WA 98284

MEMORANDUM OF LEASE AGREEMENT

GRANTOR: NA JU CORPORATION, a Washington Corporation

GRANTEE: MICHAEL LITTLE and ELIZABETH FERNANDO, dba JAVA ZONE 2, a
Washington Corporation

Assessor's Tax Parcel Numbers & Abbreviated Legal Description:

P70933 / 4065-001-017-0102; P70932 / 4065-001-015-0005

Lots 11-17, Inclusive, Blk 1, GRASSMERE

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MEMORANDUM OF LEASE AGREEMENT

This MEMORANDUM OF LEASE AGREEMENT ("Memorandum") is made and executed as of the 10 day of August, 2020, by and between NA JU CORPORATION, a Washington corporation ("Landlord") and MICHAEL LITTLE and ELIZABETH FERNANDO, dba JAVA ZONE 2, a Washington corporation ("Tenant").

RECITALS

WHEREAS, Landlord and Tenant entered into that certain Commercial Lease dated as of October 24, 2017 (the "Lease"), covering that certain property located in Concrete, WA, as more particularly described on Exhibit A, attached hereto and incorporated herein by this reference together with a drive-thru coffee stand (the "Stand") and all improvements thereto and all easements, rights and appurtenances thereto (the "Leased Premises").

WHEREAS, Landlord and Tenant enter into this Memorandum for the purposes of providing record notice of the Lease, to set forth certain terms and conditions of the lease and to protect the interests of Landlord and Tenant as to third parties.

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant have agreed to the following terms:

1. **Lease and Premises.** Subject to the covenants and conditions contained in the Lease, Landlord has leased to Tenant, and Tenant has leased from Landlord, the Leased Premises.
2. **Term; Rent Commencement Date.** The term of the Lease commenced October 24, 2017 and expires October 24, 2022, unless the Tenant exercises the Option to extend the Lease

for two (2) consecutive periods ("Option Periods") of five (5) years each, the first Option Period commencing upon the expiration of the initial term of the Lease, as set forth in Section 3(b) of the Lease.

3. Conflict. This Memorandum is prepared for the purpose of constructive notice and in no way modifies the provisions of the Lease. In the event any conflict or any inconsistency between the terms and provision of the Lease and the terms and provisions of this Memorandum, the terms and provisions of the Lease shall control. Nothing contained in this Memorandum shall alter, modify or amend the provisions of the Lease (or exhibits thereto), which remain in full force and effect according to all of the terms and provisions thereof.
4. Successors and Assigns. This Memorandum shall be binding upon and inure to the benefit of the parties and their permitted successors and assigns.
5. Counterparts. This Memorandum may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document.

IN WITNESS WHEREOF, the parties have executed this Memorandum on the day and year written below.

Michael Little
Michael Little – Personally and
as Member of Java Zone 2

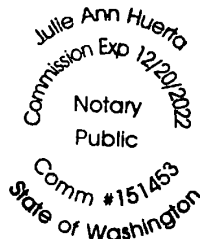
8-6-2020
Date

Elizabeth Fernando
Elizabeth Fernando, Personally and as
Member of Java Zone 2

8-6-2020
Date

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I hereby certify that I know or have satisfactory evidence that **Michael Little and Elizabeth Fernando** are the people who appeared before me, and acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.



Julie Ann Huerta
NOTARY PUBLIC in and for the
State of Washington
residing at: Sedro Woolley
Commission expires: 12-20-22

EXHIBIT A**P70933**

Lots 14 through 17, inclusive, Block 1, "GRASSMERE," as per plat recorded in Volume 3 of Plats, page 67, records of Skagit County, Washington.

EXCEPT highway right of way, conveyed to the State of Washington by deed dated April 21, 1955 and recorded under Auditor's File No. 517399, records of Skagit County, Washington.

Situate in the TOWN of Concrete, County of Skagit, State of Washington.

P70932

Lots 11, 12 and 13, Block 1, "GRASSMERE," as per plat recorded in Volume 3 of Plats, page 67, records of Skagit County, Washington.

Situate in the TOWN of Concrete, County of Skagit, State of Washington.