

AMENDMENT TO REAL ESTATE CONTRACT

WHEREAS, a contract for the sale of land was made and entered into on the 30th day of April, 1965, by and between MELVIN W. EVANS and CHARLOTTE L. EVANS, husband and wife, and EDWARD C. HEWITSON and MARY JANE HEWITSON, husband and wife, therein designated as Sellers, herein designated as Evans and Hewitson, and KENNETH A. BURGESS and LOLA M. BURGESS, husband and wife, therein designated as Purchasers, herein designated as Burgess; and

WHEREAS, Burgess has assigned and transferred his interest in the Real Estate Contract unto JOHN E. SULLIVAN and NITA L. SULLIVAN, husband and wife, herein designated as Sullivan; and

WHEREAS, Sullivan has assigned and transferred his interest in the Real Estate Contract unto BONNEVILLE HOT SPRINGS RESORT, INC., a Washington corporation, herein designated as Bonneville; and

WHEREAS, Sullivan has made a payment of \$10,000.00 on the principal balance of said Real Estate Contract in 1981, thereby reducing the principal balance to \$93,854.35 as of June 1, 1981; and

WHEREAS, the Real Estate Contract provides that such assignments must be consented to by Evans and Hewitson; and

WHEREAS, Evans and Hewitson are willing to consent to the assignment provided the following additions are incorporated in and made a part of the Real Estate Contract; Therefore,

IT IS MUTUALLY AGREED the Contract be amended as follows:

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1. That there be added to paragraph 2 entitled "Price and Payment" the following language:

"In addition to the other payments provided, Bonneville will pay another and additional \$10,000 to Evans and Hewitson on or before December 31, 1981. Such sum shall be applied first to the unpaid interest and the balance to principal. The contract balance will thereby be reduced to approximately \$84,000.00. The \$10,000.00 already paid in 1981 and the additional payment to be made on or before December 31, 1981 shall be credited against the principal contract balance, but shall not be credited against monthly installment payments due or to become due under said Real Estate Contract.

The balance remaining unpaid on said Real Estate Contract on December 31, 1995 shall become due and payable on that date."

2. There is hereby added to the contract the following:

"14. FUTURE ASSIGNMENTS: In the event that Sullivan and/or Bonneville should at any time sell or contract to sell or assign the subject real estate, or any part thereof, or any interest therein, then the first \$20,000 paid to Sullivan and/or Bonneville shall be forthwith paid over to Evans and Hewitson and shall be credited against the principal contract balance, but shall not be credited against monthly installments due or to become due under said Real Estate Contract.

Evans and Hewitson will consent to the sale of the property to any financially responsible party. Such consent will not be required on any further assignment if the contract balance has been reduced to \$65,000 or less."

"15. REMOVAL OF BUILDINGS: All buildings and structures have been removed from the premises except the swimming pool and bath house. In consideration of the payment of \$10,000 paid in 1981 and of the further and additional payment to be paid on or before December 31, 1981 (all as above provided), Evans and Hewitson waive their right to declare a breach of the Real Estate Contract for the unauthorized removal of such buildings. Such waiver is expressly contingent upon the actual payment of the further and additional payment to be paid on or before December 31, 1981."

"16. PURCHASER: Bonneville Hot Springs Resort, Inc., a corporation, be and the same is substituted as the

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Purchaser. Bonneville Hot Springs Resort, Inc. hereby assumes and agrees to fulfill the conditions and obligations of said contract. Burgess and Sullivan, however, are not relieved from their obligations under the contract."

Except for the foregoing amendments, the Real Estate Contract shall in all other respects remain the same.

DATED this 28th day of June, 1981.

Melvin W. Evans
Melvin W. Evans

Charlotte L. Evans
Charlotte L. Evans

Edward C. Hewitson
Edward C. Hewitson

Mary Jane Hewitson
Mary Jane Hewitson

BONNEVILLE HOT SPRINGS RESORT, INC.

By: John E. Sullivan
President

Nita L. Sullivan
Secretary

STATE OF WASHINGTON)
) ss.
COUNTY OF CLARK)

On this day personally appeared before me MELVIN W. EVANS and CHARLOTTE L. EVANS, husband and wife, and EDWARD C. HEWITSON and MARY JANE HEWITSON, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 19th day of June, 1981.

Kenneth S. [Signature]
Notary Public in and for the State of
Washington, Residing at Camas.

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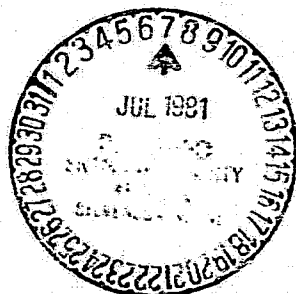
STATE OF WASHINGTON)
) ss.
 COUNTY OF Wallu Wallu)

On this 28th day of June, 1981, before me,
 the undersigned, a Notary Public in and for the State of
 Washington, duly commissioned and sworn, personally appeared
John E. Sullivan and Nita L. Sullivan,
 to me known to be the President and Secretary, respectively,
 of BONNEVILLE HOT SPRINGS RESORT, INC., the corporation that
 executed the foregoing instrument, and acknowledged the 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 are authorized to execute the said
 instrument and that the seal affixed is the corporate seal of
 said corporation.

WITNESS my hand and official seal hereto affixed the day
 and year first above written.

[Signature]
 Notary Public in and for the State
 of Washington, Residing at Touche.

Registered X
 Indexed, Dir. X
 RECORDED X



STATE OF WASHINGTON)
 COUNTY OF WALLA WALLA) SS
 I HEREBY CERTIFY THAT THE WITHIN
 INSTRUMENT OF WRITING FILED BY Hugh Knapp
 OF Cosmos, Wa
 AT 9:25 A. July 7 1981
 AS 79
 G. Deed 934
 RECORDED SKA WASH
DJ Messenger CLERK
E. Mesford DEPUTY