

L E A S E

THIS AGREEMENT, made and entered into this 15th day of December, 1979, by and between SAM G. MELONAS and RITA MELONAS, husband and wife, hereinafter designated the "Lessors", and RIVER-PRIZE, INC., a Washington Corporation, hereinafter designated the "Lessee", WITNESSETH:

That the lessors do by these presents lease and demise unto the said lessee, the following described real estate and premises, situate in the Town of Stevenson, County of Skamania, State of Washington, to-wit:

A portion of the Northeast Quarter of Section 1, Township 2 North, Range 7 E.W.M., described as follows:

BEGINNING at an iron pipe at the Northeast corner of the tract lease to "Texaco, Inc." which bears South, 617.70 feet and South 42° 31' 00" West, 87.15 feet from the intersection of the North line of Section 1 and the West line of the Henry Shepard Donation Land Claim No. 43; thence following the South right-of-way line of State Highway 830 South-westerly along the arc of a 1860 foot radius curve to the left, for an arc distance of 149.94 feet, (the chord of which bears South 49° 05' 00" West, 194.90 feet), to a 5/8 inch iron rod at the Northwest corner of said "Texaco, Inc. Tract"; thence continuing along said South right-of-way line along the arc of a 1860 foot radius curve to the left, for an arc distance of 27.06 feet to the TRUE POINT OF BEGINNING; THENCE South 21° 08' 00" East parallel with and 25 feet distant from the West line of said "Texaco, Inc. Tract", 75.00 feet; THENCE South 36° 27' 38" West, 79.00 feet; THENCE North 50° 59' 35" West, 79.00 feet to the South right-of-way line of State Highway 830; THENCE following said South right-of-way line along the arc of a 1860 foot radius curve to the right (the incoming tangent of which bears North 42° 20' 41" East), for an arc distance of 116.73 feet to the TRUE POINT OF BEGINNING.

Containing 7164 square feet or 0.16 acres, more or less.
SUBJECT TO easements and restrictions of record.

together with the appurtenances thereon, for the term of fifteen (15) years, beginning on the 15th day of December, 1979, and terminating on the 15th day of December, 1994.

RESERVED RENTS: The Lessee agrees to pay to the Lessor during the first year of this lease agreement the sum of \$100.00 per month, first and last month's rent to be paid in advance on the 15th day of December, 1979, and each monthly payment thereafter to be made on or before the 15th day of each month.

During the second year of this lease, beginning on the 15th day of December, 1980, the Lessee agrees to pay to the Lessors, the sum of \$150.00 per month on the same day of the month provided in the previous paragraph.

During the third year of this lease, beginning on the 15th day of December, 1981, and continuing throughout the balance of the term hereunder, the Lessee agrees to pay to the Lessors, Two Hundred Dollars (\$200.00) per month, on the same day of the month as provided for previous years, or two percent (2%) of the gross revenues from the business conducted upon the premises, whichever sum is the greatest; gross revenues to be computed quarterly and the monthly payments to be supplemented at that time. Upon request the Lessee agrees to and shall furnish the Lessors with all evidence of gross income necessary to make said computations.

PROPERTY TAXES, UTILITIES, AND ASSESSMENTS: (1) The parties agree that the Lessors shall be responsible for the first \$100.00 payment of annual property taxes; that all taxes over \$100.00 per year shall be the responsibility of the Lessee.

(2) All utility payments shall be the responsibility of the Lessee.

(3) All local improvement assessments assessed against the subject property after the time of the execution of this lease agreement shall be the responsibility of the Lessee.

MAINTENANCE: The Lessee shall be responsible to fully maintain the subject premises and the Lessors shall have no responsibility for maintenance thereof whatsoever during the term of this lease.

TRANSFER OR ASSIGNMENT: The Lessee shall have the right to assign this lease after first obtaining the written consent of the Lessors and the Lessors shall not unreasonably withhold said written consent.

OPTION TO RENEW: At the expiration of the original term of this lease the parties agree that the Lessee shall have the option to renew said lease for five (5) years, provided that the reserved rental shall be re-negotiable. All other terms of the original lease are

to remain the same.

RIGHT OF FIRST REFUSAL: In the event the Lessor offers the subject property for sale, the Lessees shall have the right of first refusal upon such terms as the property is generally offered.

DEFAULT: In the event of default by the Lessee with regard to any covenant contained herein, including but not limited to the covenant to pay rent, it shall be lawful for the Lessors to re-enter the premises and remove all persons therefrom and to avail themselves all of the remedies provided by the landlord/tenant law as it then exists in the State of Washington either under the unlawful detainer act or under any section of the law relative to the termination of a lease for a specified period of time; that if said lease is terminated because of a breach of covenant by the Lessee, the Lessee shall forfeit any other rights herein elsewhere provided. And, the Lessees agree to pay the Lessors' attorney's fees and court costs should it be necessary for the Lessors to retain an attorney to enforce any provision of this lease, provided said charges shall be reasonable charges for the services rendered at the time they were rendered.

EXPIRATION OF TERM: The Lessee covenants that at the expiration of the term of this lease, they will quit and surrender said premises in as good a state and condition as they now are, ordinary////////////////////

wear excepted, and that all improvements thereon shall be the property of the Lessors, excepting trade fixtures and other personal property.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first written.

LESSORS:

[Signature]

[Signature]

LESSEE

(RIVERPRISE, INC., a Washington Corporation, by

[Signature] President

[Signature] Secretary

STATE OF WASHINGTON)
) ss.
County of Skamania)

I, the undersigned, a Notary Public in and for the State of Washington, do hereby certify that on this 4th day of Nov, 1979, personally appeared before me SAM G. MELONAS and RITA MELONAS, husband and wife, to me known to be the individuals described in and who executed the within instrument and acknowledged that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes herein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 4th day of Nov, 1979.

[Signature]
Notary Public in and for the State of Washington, residing at Stevenson

STATE OF WASHINGTON)
) ss.
County of Skamania)

On this 4th day of Nov, 1979, before me personally appeared LUCILLE WELLS and FREDRICA VESTAL, to me known to be the president and secretary respectively of the corporation that executed the within and foregoing instrument, and acknowledged 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 were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

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

[Signature]
Notary Public in and for the State of Washington, residing at