

BOOK 102 PAGE 859

OCT 10 3 50 PM '86

ADDITOR
GARY M. OLSON

LEASE-BUSINESS PREMISES

LEASE MADE this 13th day of September, 1985,
between JAMES R. DUNBAR and NANCY DUNBAR, husband and wife,
and LORRAINE S. YOUNGS, a single person, herein referred to
as "lessor", and ALVIS WAYNE WHITE and JEANNIE WHITE,
husband and wife, herein referred to as "lessee".

In consideration of the mutual covenants contained herein, the parties agree as follows:

Section 1.

Description of Premises

Lessors own certain real property in Skamania County, Washington, legally described as follows:

All that portion of the Northwest Quarter of the Southeast Quarter of Section 34, Township 2 North, Range 6 East of the Willamette Meridian, Skamania County, Washington, lying Northerly of the right of way for Primary State Highway No. 8; EXCEPT the West 20 feet thereof.

together with three structures which are existing on said property, namely, a restaurant, general store, and a small home. Lessor leases to Lessee all of the above described properties subject to an existing lease to a portion of the properties (restaurant) which is specified in Lease Number 2, see Exhibit "A". Lessor also assigns its lessors' interest in Lease Number 2 to Lessee herein as evidenced by attached Exhibit "B" (Assignment of Lease).

Section 2.

Term of Lease

This lease shall be for a term of Ten (10) years, commencing on the 1st day of May, 1984, and terminating on the 30th day of April, 1994.

LEASE NO. 1 - Page 1

President of the
 Board of Directors
 of the
 Corporation

11004
REAL ESTATE EXCISE TAX
OCT 10 1986

PAID Exempt
Don R. Wyman
SKAMANIA COUNTY TREASURER

Transaction in compliance with County subdivision ordinances.
 By: *[Signature]* Stanislaus County Assessor. *[Stamp: DISTRICT CLERK, JAN 11 2011]*

Section 3.

Monthly Rent - Base Rent - Prorated Increases

There shall be a base monthly rent of the described premises, payable monthly in advance of the first day of each month and every calendar month thereafter on the first day in lawful money of the United States, at the office of the Lessor or its agents, to-wit: The sum of Two Thousand, One Hundred (\$2,100.00) Dollars. It is understood and agreed that in addition to the base rent specified herein Lessee shall be responsible to pay to Lessor additional costs incurred by Lessor for the following:

1. Attached hereto is Exhibit "D" which is a Promissory Note dated May 18, 1981, in which the maker (Skamania General Store, Inc.) promised to pay to Payees (William Wear and Ann Wear) the sum of \$30,199.91 under certain terms and conditions as reflected in said Promissory Note. It is contemplated that Lessor intends to refinance the principal balance of that Promissory Note. It is contemplated that Lessor intends to refinance the principal balance of that Promissory Note. In the event that Lessor refinances the principal balance of said note, Lessee promises to pay any increase over and above the monthly payments as reflected in that note and/or any additional interest as may be required as a result of the refinancing of said note, providing that Lessee shall be entitled to participate in the negotiation for or the funding of refinancing, and the financing shall not exceed the high normal cost of refinancing in the Portland market area.

2. Increase in real estate taxes above the base rate established in 1984 of \$609.22.

3. Increase in personal property taxes over and above the 1984 base rate.

4. Increase over base rate of fire insurance premiums for 1984 which shall include premiums for property improvements.

5. Lessor shall notify Lessee in writing of the increased monthly rental rate based on the costs as provided above to Lessor and provide verification of the same, and the increase shall become effective on the last day of the month following said notice by thirty (30) days.

In addition thereto as part of the rent herein, Lessee shall pay from time to time as required by Lessor, all costs of repair work to all structures located on the leased premises. All capital improvements to be made by Lessor.

Section 4.

Use of the premises.

The premises shall be used for the purpose of a general store and restaurant.

Lessee shall not use or permit the use of the premises for any other purposes without the written consent of Lessor, or Lessor's agents. Such consent shall not be withheld without reasonable cause.

Section 5.

Restrictions on Use - Fire Insurance Risks

Lessee shall not use the premises in any manner that will increase risks covered by insurance on the premises and result in an increase in the rate of insurance or a cancellation of any insurance policy, even if such use may be in furtherance of lessee's business purposes. Lessee shall not keep, use, or sell anything prohibited by any

policy of fire insurance covering the premises, and shall comply with all requirements of the insurers applicable to the premises necessary to keep in force the fire and liability insurance.

Section 6.

WASTE, NUISANCE, OR UNLAWFUL ACTIVITY

Lessee shall now allow any waste or nuisance on the premises, or use or allow the premises to be used for any unlawful purpose.

Section 7.

Utilities

Lessee shall arrange and pay for all utilities furnished to the premises for the term of this lease, including electricity, gas, sewer and telephone service.

Section 8.

Repairs and Maintenance

Lessee shall reimburse to Lessor all costs for repairs and maintenance to the exterior of said building. Payment shall be made to Lessors by Lessees upon Lessors' demand for payment as they are necessary from time to time for the maintenance and repair costs. Lessee shall be responsible and shall maintain the interior of the premises and keep them in good repair. Lessee shall also maintain and repair the windows, doors, adjacent sidewalks, and all interior walls of all structures described.

Section 9.

Delivery, Acceptance, and Surrender of Premises Except as Provided Herein

Acceptance of the premises by lessee shall be construed as recognition that the premises are in good state of repair and in sanitary condition. Lessee shall surrender

LEASE NO. 1 - Page 4

the premises at the end of the lease term, or any renewal thereof, in the same condition as when lessee took possession, allowing for reasonable use and wear, and damage by acts of God, including fires and storms. Before delivery, lessee shall remove all business signs placed on the premises by lessee and restore the portion of the premises on which they were placed in the same condition as when received.

Section 10.

Partial Destruction of Premises

Partial destruction of premises shall not render this lease void or voidable, nor terminate it except as herein provided. If the premises are partially destroyed during the term of this lease, lessor shall repair them when such repairs can be made in conformity with governmental laws and regulations, within ninety days of the partial destruction. Written notice of the intention of lessor to repair shall be given to lessee within thirty days after any partial destruction. Rent will be reduced proportionately to the extent to which the repairs operations interfere with the business conducted on the premises by lessee. If the repairs cannot be made within the time specified above, lessor shall have the option to make them within a reasonable time and continue this lease in effect with proportional rent rebate to lessee as provided for herein. If the repairs cannot be made in one hundred twenty days, and if lessor does not elect to make them within a reasonable time, either party shall have the option to terminate this lease.

Section 11.

Re-entry Rights

Lessor reserves the right to enter the premises

upon notice at reasonable times to inspect them, perform required maintenance and repairs, or make additions, alterations, or modifications to any part of the building in which the premises are located, and lessee shall permit lessor to do so. Lessor may erect scaffolding, fences, and similar structures, post relevant notices, and place moveable equipment in connection with making alterations, additions, or repairs, all without incurring liability to lessee for disturbance of quiet enjoyment of the premises, or loss of occupation thereof.

Section 12.

Business Sales Signs

Lessee shall not conduct "Quitting Business", or "Lost Our Lease", "Bankruptcy" or other sales of that nature on the premises without the written consent of lessor.

Section 13.

Indemnification-By Lessee

Lessee agrees that Lessor shall not be liable for any claims for death or injury to person or damages to or destruction of property sustained by Lessee or by any other person in the Premises, including without limiting the generality of the foregoing, any claims caused by or arising from the condition or maintenance of any part of the Premises or ABC Building, unless damage is caused by the sole negligence of Lessor. Lessee hereby waives all claims therefore and agrees to indemnify Lessor against any such loss, damage or liability or any expense incurred by Lessor in connection therewith.

Section 14

Liability Insurance

Lessee shall, at Lessee's expense, maintain

public liability and property damage insurance insuring against any and all claims for injury to or death of persons and loss or damage to property occurring upon, in or about the Premises. Such insurance shall have liability limits of not less than \$100,000.00 in respect of injury or death to any one person, not less than \$300,000.00 in respect of any and one occurrence or accident, and not less than \$50,000.00 for property damage with a maximum deductible amount of \$500.00. All such insurance shall name Lessor and Lessee as co-insureds, with severability of interests indorsement.

All such insurance shall be issued by carriers acceptable to Lessor and shall contain a provision whereby the carrier agrees not to cancel or modify the insurance without twenty days prior written notice to Lessor.

On or before taking possession of the Premises pursuant to this lease, Lessee shall furnish Lessor with a certificate evidencing the aforesaid insurance coverage, and renewal certificates shall be furnished to Lessor at least thirty days prior to the expiration date of each policy for which a certificate was therefore furnished.

Section 15.

Assignment and Subletting

Lessee shall not assign this lease, or any interest therein and shall not sublet the premises or any part thereof without first obtaining the written consent of Lessor which consent shall not be unreasonably withheld. Consent by Lessor to one assignment, subletting, occupation or use by another person shall not be deemed to be a consent to any subsequent assignment, subletting occupation or use

by another person. Consent to an assignment shall not release the original named Lessee from liability for the continued performance of the terms and provisions on the part of Lessee to be kept and performed unless Lessor specifically releases Lessee from said liability. Any assignment or subletting without the prior written consent of Lessor shall be void and shall, at the option of Lessor, terminate this lease. This lease shall not nor shall any interest therein be assignable as to the interest of Lessee by operation of law without the prior written consent of Lessor.

Section 16

Default

Should Lessee at any time be in default hereunder with respect to any rental payments or other charges payable to Tenant and should such default continue for a period of five (5) days after written notice from Lessor to Lessee, or should Lessee be in default in the performance of any other of its promises, covenants or agreements herein contained and should such default continue for thirty (30) days after written notice thereof from Lessor to Lessee specifying the particulars of such default, or should Lessee vacate or abandon the premises, then in any of such events and in addition to any or all other rights or remedies of Lessor hereunder or by law provided, it shall be at the option of Lessor:

(a) The right of Lessor to declare the term hereof ended and to re-enter the premises and take possession of them and remove all persons from them, and Lessee shall have no further claim to them; or

(b) The right of Lessor without declaring this lease ended, to re-enter the premises and occupy or lease the whole or any part of them for and on account of Lessee and upon such terms and conditions and for such rent that Lessor may deem proper, to collect said rent and any other rent that may thereafter become payable and apply the same toward the amount due or thereafter to become due from Lessee and on account of the expenses of such subletting and any other damages sustained by Lessor; and should such rental be less than that herein agreed to be paid by Lessee, such rental be less than that herein agreed to be paid by Lessee, Lessee agrees to pay such deficiency to Lessor in advance on the day of each month hereinbefore specified for payment of annual rental and to pay to lessor forthwith upon any such reletting the costs and expenses the Lessor may incur by reason thereof; and Lessor shall establish that it has made reasonable efforts to rent at current rental rates of said premises.

(c) The right of Lessor, even though it may have relet the premises, to thereafter elect to terminate this lease and all rights of Lessee in or to the premises.

Should Lessor have relet the premises under the provisions of Subparagraph (b) above, it may execute any such lease either in its own name or in the name of Lessee as it shall see fit, but Lessee therein named shall be under no obligation whatsoever to see to the application by Lessor of any rent collected to Lessor from such Lessee, nor shall Lessee herein have any right of authority whatsoever to collect any rent from such Lessee. Lessor shall not be deemed to have terminated this lease or the liability of Lessee to pay rent thereafter to accrue or its liability for

LEASE NO. 1 - Page 9

damages under any of the provisions hereof by such re-entry or by any action in unlawful detainer or otherwise to obtain possession of the premises, unless Lessor shall have notified Lessee in writing that it has so elected to terminate this lease. Nothing herein contained shall be construed as obligating Lessor to relet the whole or any part of the premises. In the event of any such entry or taking possession of the premises, Lessor shall have the right, but not the obligation, to remove all or any part of the personal property located therein and may place the same in storage at a public warehouse at the expense and risk of the owner or owners thereof.

Should Lessor elect to terminate this Lease under the provisions of Subparagraphs (a) or (c) above, Lessor shall be entitled to recover from Lessee:

(a) The worth at the time of award of the unpaid rent which has been earned at the time of termination.

(b) The worth at the time of award of the amount of which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Lessee proves could have been reasonably avoided.

(c) The worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that Lessee proves could be reasonably avoided, and

(d) Any other amount necessary to compensate Lessor for all the detriment proximately caused by Lessee's failure to perform its obligation under the lease or which in the ordinary course of things would be likely to result therefrom.

The "worth at the time of award" of the amounts referred to in Sub-paragraphs (a) and (b) above shall be computed by allowing interest at ten percent (10%) per annum. The worth at the time of award of the amount referred to in Subparagraph (c) shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of the award plus one percent (1%).

In the event of default all of Lessee's fixtures and equipment shall remain on the subject premises and in the event and continuing during the length of said default, Lessor shall have the right to taken the exclusive possession of same and to use the same, rent or charge-free, until all defaults are cured, or require Lessee to forthwith remove the same.

Section 17.

Condemnation

Eminent domain proceedings resulting in the condemnation of a part of the premises leased herein, but leaving the remaining premises usable by lessee for the purposes of its business, will not terminate this lease. The effect of any condemnation, will be to terminate the lease as to the portion of the premises condemned, and the lease of the remainder of the demised premises shall remain intact. The rental for the remainder of the lease term shall be reduced by the amount that the usefulness of the premies has been reduced for the business purposes of Lessee. Both parties shall have the right to pursue their own claims for condemnation but any amount received by the Lessor in compensation for real property loss due to condemnation shall be credited to Lessee as a reduction in

purchase price of the property. The 1984 base sale price shall be updated to current value as later described, then the above mentioned compensation to Lessor shall be subtracted. The adjusted base will then be applied from the table for that year and extended as later described.

Section 18.

Attorney fees

In the event the Lessor finds it necessary to retain an attorney in connection with a default by the Lessee of any of the agreements or covenants contained in the lease, Lessee shall pay reasonable attorney fees to said attorney.

In the event of any litigation regarding this lease, the losing party shall pay to the prevailing party reasonable attorney fees.

Section 19.

Capital Improvements

All capital improvements to the premises are to be made by Lessors and at Lessors expense.

The Lessor shall be required to complete the following capital improvements to the leased premises by October 1, 1984:

1. Provide new Canopy in front of store.
2. Paint the exterior of the general store and restaurant.
3. To install drain fields and gravel in the parking lot area of the General Store.
4. To install lineoliuem tile flooring inside of the store
5. To complete the ceiling repair work in store.

Section 20.

Late Payment Fees

Lessee shall be required to pay five percent (5%) of the monthly rental amount for late payment fees in the event that Lessee is ten (10) days in delinquency in its monthly rental payments herein. A late payment fee shall be incorporated in the next monthly payment to Lessor.

Section 21.

Equipment - Trade Fixtures

All equipment that is currently located in the general store shall be kept in working order by Lessee and any equipment that requires replacement in said store shall be replaced by Lessee with equipment equal to or of greater value than the replaced equipment. Repairs shall be paid for by Lessor and added to the rental payment for the current month. All of Lessor's original trade fixtures and equipment or replacements thereof shall be the property of Lessor. Any property left in the premises after the expiration or termination of this lease shall be deemed to have been abandoned by Lessee and shall become the property of Lessor to dispose of as Lessor deems expedient without accounting to Lessee therefore. Any trade fixtures or equipment which Lessee may install in the premises other than any replacement equipment of the Lessor shall be removed by Lessee at the expiration or termination of this lease.

Section 22.

Option to Purchase Leased Property Effective April 29, 1994

In consideration of the mutual agreements herein contained and as part of the rental monies paid on behalf of the lease, by the Lessor, the Lessor hereby gives and grants to the Lessee the exclusive right at its option to purchase the leased premises on the conditions herein specified. Said option is to become effective on April 30, 1994, for the purchase of the leased premises as legally described in

Section 1 herein. It is agreed between the parties that as a condition precedent to the option to purchase the following must occur:

1. That at all times herein Lessee shall not be in default of any of the covenants, conditions or promises contained in this lease.
2. That upon the occurrence of a breach of any of the conditions, covenants or promises as contained in this lease the option to purchase terminates.
3. The right to exercise said option will become effective on April 29, 1994. It is not the intent of the parties that the option shall be exercisable at any time prior to April 29, 1994.
4. The purchase price as established by the terms of this lease and calculated herein shall be paid at the option of Lessor on an installment payment basis whether it be by contract, note and deed of trust or otherwise, or, on a cash out basis whichever Lessor specifies. If Lessee is unable to meet the requirements of the method of payment whether it be by installment method or basis or on a cash out basis, in that event this option shall become null and void.

Section 23

Purchase Price for Option to Purchase

- A. It is agreed that the purchase price shall be established in the following manner:
 1. That the base purchase price shall be One Hundred Sixty Seven Thousand Dollars (\$167,000.00).
 2. There shall be added to said base price the costs of capital improvements made by Lessor.
 3. There shall be added to the base price that amount which will be calculated in the following manner:

There shall be used as a standard reference the United States Department of Labor, Bureau of Labor Statistics, the Consumer Price Index for Portland, Oregon, (Consumer

Price Index for All Urban Consumers-CPI-U). There shall be calculated using the CPI-U any point increase of the CPI-U starting with the first year of the lease (1984) using as a beginning point the Annual Average CPI-U for the year 1984. At the time the option is exercised in 1994 there shall be used Annual Average CPI-U for the year 1994 as a second standard of reference for purposes of calculating the purchase price. The Annual Average CPI-U for 1984 will then be subtracted from the Annual Average CPI-U for 1994 and the difference between the two figures shall then represent the percentage points which will then be multiplied times the purchase price of \$167,000.00 plus capital improvements thereto. The resulting product would then be added to the purchase price of \$167,000.00 plus the costs of all capital improvements made by Lessor to come to the final purchase price. CLARIFICATION: The following would represent an example procedure:

1. Base price (\$167,000.00) plus costs of capital improvements equals Factor 1.
2. CPI-U Annual Average for 1994 minus CPI-U Annual Average for 1984 equals the percentage points specified here as Factor 2.
3. Multiply Factor 1 by Factor 2 to give the dollar increase to be added to the base price plus costs of improvements. This would equal the purchase price. For further clarification attached hereto is Exhibit "D" which reflects the Consumer Price Index for Portland and the CPI-U Annual Average for various years.

Section 24

Additional Conditions To Option If Exercised

It is intended by Lessors herein provided to Jeannie White and Pat Kuhlman who are current Lessees under another lease (Lease #2 - lease of restaurant see Exhibit

"A") the opportunity to purchase the restaurant in the event Lessees under this lease (lease #1) exercise their option to purchase. In the event that Lessees #1 exercise their option to purchase then Lessees #1 must immediately offer for sale to Lessees #2 (Pat Kuhlman and Jeannie White) the premises described in Exhibit "A" (the restaurant). The premises in Exhibit "A" shall be offered for sale at a cash price at the fair market value of said premises. If the fair market value of the premises cannot be agreed upon then each party shall select an arbitrator who in turn shall select an arbitrator to make a final decision as to the fair market price. Pat Kuhlman and Jeannie White shall have sixty days in which to accept the terms of the offer otherwise it will be deemed to have been rejected.

Section 25.

Notice of Intent to Exercise Option Time Requirements

Lessee shall have thirty (30) days in which to exercise its option rights. This thirty day period shall commence on April 29, 1994, and shall terminate on May 28, 1994. If written notice is not received by Lessor of Lessee's intent to exercise said option based upon the terms and conditions as herein specified, Lessee's rights in said option shall then become extinguished permanently.

Section 26.

Liquor License-rescission if not secured.

It is understood by the parties that Lessee has applied for approval of a liquor license or transfer of a liquor license to its name as operator of the said leased premises. That as of the date of the signing of this lease, said liquor license has not been granted. That in the event

that the Washington State Liquor Control Board does not grant the license as applied for by Lessee, then, in that event, Lessee shall have the right to rescind his requirements of performance under this lease. This right of rescission upon the occurrence of the non-approval of the liquor license, shall only be granted and shall only be available if there is proper notice given by Lessor to Lessee. That said notice shall be in writing as required under the provisions of section 26 of this lease and shall be sent to Lessor within a thirty day period of the date of the non-approval of said liquor license. If said notice is not complied with, then Lessor shall be obligated under the provisions of this lease and shall waive all rights of rescission as specified herein.

It is further agreed that this option shall inure only to the benefit of lessees and shall not be assigned or transferred without the written consent of Lessor which consent shall not be unreasonably withheld.

Section 27.

NOTICE

Any notice required by the terms of this lease to be given by one party hereto to the other or desired so to be given, shall be sufficient if in writing contained in a sealed envelope, deposited in the U.S. Registered Mails with postage fully prepaid, and if intended for the Lessor herein then if addressed to said Lessor at 401 East McLoughlin, Vancouver, Washington 98663, and if intended for the Lessee, then if addressed to the Lessee at M.P. 33, Skamania, Washington. Any such notice shall be deemed conclusively to have been delivered to the addressee thereof forty-eight

hours after the deposit thereof in said U.S. Registered
Mails.

IN WITNESS WHEREOF, the parties have executed this
lease at Vancouver, Washington, the day and year first above
written.

James R. Dunbar
LESSOR JAMES R. DUNBAR

Alvis Wayne White
LESSEE ALVIS WAYNE WHITE

Nancy Dunbar
LESSOR NANCY DUNBAR

Jeannie White
LESSEE JEANNIE WHITE

Lorraine S. Youngs
LESSOR LORRAINE S. YOUNGS

STATE OF WASHINGTON)
COUNTY OF CLARK)ss.
)

On this day personally appeared before me James Dunbar and Nancy Dunbar, husband and wife to me known to the lessors described in and who executed the foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the purposes therein mentioned.

GIVEN under my hand and official seal this day of September 1985.

Loraine Sittings
NOTARY PUBLIC in and for the State of Washington, residing at Camas

STATE OF WASHINGTON)
COUNTY OF CLARK)ss.
)

On this day personally appeared before me Alvis Wayne White and Jeannie White, 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 purposes therein mentioned.

GIVEN under my hand and official seal this day of April 1985.

Russell J. Gault
NOTARY PUBLIC in and for the State of Washington, residing at Camas

STATE OF WASHINGTON)
COUNTY OF CLARK)ss.
)

On this day personally appeared before me Lorraine S. Youngs, a single person, to me known to be the lessors described in and who executed the foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the purposes therein mentioned.

GIVEN under my hand and official seal this day of September 1985.

Loraine Sittings
NOTARY PUBLIC in and for the State of Washington, residing at Camas

EXHIBIT "A"

LEASE NO. 2

LEASE-BUSINESS PREMISES

LEASE MADE this 13th day of September, 1985,
between James R. Dunbar and Nancy Dunbar, husband and wife,
and Lorraine S. Youngs, a single person, herein referred to
as "lessor", and Pat Kuhlman and Jeannie White, herein
referred to as "lessee".

In consideration of the mutual covenants contained
herein, the parties agree as follows:

Section 1.

Description of Premises

Lessors own certain real property in Skamania
County, Washington, legally described as follows:

All that portion of the Northwest Quarter of the
Southeast Quarter of Section 34, Township 2 North,
Range 6 East of the Willamette Meridian, Skamania
County, Washington, lying Northerly of the right of way
for Primary State Highway No. 8; EXCEPT the West 20
feet thereof.

together with three structures which are existing on said
property, namely, a restaurant, general store, and a small
home. Lessor leases to Lessee that portion (the restaurant)
of the premises as described in Exhibit "A" (attached hereto
and incorporated herein. Exhibit "A" includes a sketch of
the restaurant area to be leased.)

Section 2.

Term of Lease

This lease shall be for a term of Ten (10) years,
commencing on the 1st day of May, 1984, and terminating on
the 30th day of April, 1994.

Section 3.

Monthly Rent - Base Rent - Increases

There shall be a base monthly rent of the described

premises, payable monthly in advance of the first day of each month and every calendar month thereafter on the first day in lawful money of the United States, at the office of the Lessor or its agents, to-wit: The sum of Four Hundred Fifty (\$450.00) Dollars. It is understood and agreed that in addition to the base rent specified herein Lessee shall be responsible to pay to Lessor additional costs incurred by Lessor for the following:

1. The increase in real estate taxes above the base rate established in May of 1984.
2. Increase in personal property taxes over and above the base rate as established in May of 1984 for said taxes.
3. Any increase over base rate of fire insurance premiums for 1984 (premiums last paid before May of 1984 shall be the base rate).
4. Lessee shall pay from time to time as required by Lessor all costs of repair work to all structures located on the leased premises. All capital improvements are to be made by Lessor.

Section 4.

Additional Rent In The Event Of Assignment Of Lease

It is contemplated that an assignment of this lease shall be made by Lessor to Alvis Wayne White and Jeannie White, husband and wife, also lease the adjoining store and other property exclusive of the premises herein which are reflected on the diagram on Exhibit "A". In the event there is an assignment of this lease to Alvis Wayne White and Jeannie White then Lessee shall be subject to increase in rates proportion to any increase that they (Alvis & Jeannie White) would have to pay on that lease (Lease #1) in which they are obligated. see attached Exhibit "B" incorporated herein by reference. Such increase of rates specifically take into consideration any refinance costs that were passed on to Alvis Wayne White and Jeannie White as specified in Section 3 of said Lease, see Exhibit "B".

1 Section 5.
2 Use of the premises.

3 The premises shall be used for a restaurant.

4 Lessee shall not use or permit the use of the
5 premises for any other purposes without the written consent
6 of Lessor, or Lessor's agents. Such consent shall not be
7 withheld without reasonable cause.

8 Section 6.
9 Restrictions on Use - Fire Insurance Risks

10 Lessee shall not use the premises in any manner
11 that will increase risks covered by insurance on the premises
12 and result in an increase in the rate of insurance of a
13 cancellation of any insurance policy, even if such use may
14 be in furtherance of lessee's business purposes. Lessee
15 shall not keep, use, or sell anything prohibited by any
16 policy of fire insurance covering the premises, and shall
17 comply with all requirements of the insurers applicable to
18 the premises necessary to keep in force the fire and liability
19 insurance.

20 Section 7.
21 WASTE, NUISANCE, OR UNLAWFUL ACTIVITY

22 Lessee shall not allow any waste or nuisance on
23 the premises, or use or allow the premises to be used for
24 any unlawful purpose.

25 Section 8.
26 Utilities

27 Lessee shall arrange and pay for all utilities
28 furnished to the premises for the term of this lease,
29 including electricity, gas, sewer and telephone service.

30 Section 9.
31 Repairs and Maintenance

32 Lessee shall reimburse to Lessor all costs for
repairs and maintenance to the exterior of said building.
Payment shall be made to Lessors by Lessees upon Lessors'

1 demand for payment as they are necessary from time to time
 2 for the maintenance and repair costs. Lessee shall be
 3 responsible and shall maintain the interior of the premises
 4 and keep them in good repair. Lessee shall also maintain
 5 and repair the windows, doors, adjacent sidewalks, and all
 6 interior walls of all structures described.

7 Section 10

8 Delivery, Acceptance, and Surrender of Premises Except
 9 as Provided Herein

10 Acceptance of the premises by lessee shall be
 11 construed as recognition that the premises are in good state
 12 of repair and in sanitary condition. Lessee shall surrender
 13 the premises at the end of the lease term, or any renewal
 14 thereof, in the same condition as when lessee took possession,
 15 allowing for reasonable use and wear, and damage by acts of
 16 God, including fires and storms. Before delivery, lessee
 17 shall remove all business signs placed on the premises by
 18 lessee and restore the portion of the premises on which they
 19 were placed in the same condition as when received.

20 Section 11.

21 Partial Destruction of Premises

22 Partial destruction of premises shall not render
 23 this lease void or voidable, nor terminate it except as
 24 herein provided. If the premises are partially destroyed
 25 during the term of this lease, lessor shall repair them when
 26 such repairs can be made in conformity with governmental
 27 laws and regulations, within ninety days of the partial
 28 destruction. Written notice of the intention of lessor to
 29 repair shall be given to lessee within thirty days after any
 30 partial destruction. Rent will be reduced proportionately
 31 to the extent to which the repairs operations interfere with
 32 the business conducted on the premises by lessee. If the
 repairs cannot be made within the time specified above,

1 lessor shall have the option to make them within a reasonable
2 time and continue this lease in effect with proportional
3 rent rebate to lessee as provided for herein. If the
4 repairs cannot be made in one hundred twenty days, and if
5 lessor does not elect to make them within a reasonable time,
6 either party shall have the option to terminate this lease.

7 Section 12.
8 Re-entry Rights

9 Lessor reserves the right to enter the premises
10 upon notice at reasonable times to inspect them, perform
11 required maintenance and repairs, or make additions, alterations,
12 or modifications to any part of the building in which the
13 premises are located, and lessee shall permit lessor to do
14 so. Lessor may erect scaffolding, fences, and similar
15 structures, post relevant notices, and place moveable
16 equipment in connection with making alterations, additions,
17 or repairs, all without incurring liability to lessee for
18 disturbance of quiet enjoyment of the premises, or loss of
19 occupation thereof.

20 Section 13.
21 Business Sales Signs

22 Lessee shall not conduct "Quitting Business", or
23 "Lost Our Lease", "Bankruptcy" or other sales of that nature
24 on the premises without the written consent of lessor.

25 Section 14.
26 Indemnification-By Lessee

27 Lessee agrees that Lessor shall not be liable for
28 any claims for death or injury to person or damages to or
29 destruction of property sustained by Lessee or by any other
30 person in the Premises, including without limiting the
31 generality of the foregoing, any claims caused by or arising
32 from the condition or maintenance of any part of the Premises
or ABC Building, unless damage is caused by the sole negligence

Lease No. 2 - Page 5

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1 of Lessor. Lessee hereby waives all claims therefore and
2 agrees to indemnify Lessor against any such loss, damage or
3 liability or any expense incurred by Lessor in connection
4 therewith.

5 Section 15
6 Liability Insurance

7 Lessee shall, at Lessee's expense, maintain
8 public liability and property damage insurance insuring
9 against any and all claims for injury to or death of persons
10 and loss or damage to property occurring upon, in or about
11 the Premises. Such insurance shall have liability limits of
12 not less than \$300,000.00 in respect of injury or death to
13 any one person, not less than \$300,000.00 in respect of any
14 and one occurrence or accident, and not less than \$100,000.00
15 for property damage with a maximum deductible amount of
16 \$250.00. All such insurance shall name Lessor and Lessee as
17 co-insureds, with severability of interests indorsement.

18 All such insurance shall be issued by carriers
19 acceptable to Lessor and shall contain a provision whereby
20 the carrier agrees not to cancel or modify the insurance
21 without twenty days prior written notice to Lessor.

22 On or before taking possession of the Premises
23 pursuant to this lease, Lessee shall furnish Lessor with a
24 certificate evidencing the aforesaid insurance coverage, and
25 renewal certificates shall be furnished to Lessor at least
26 thirty days prior to the expiration date of each policy for
27 which a certificate was therefore furnished.

28 Section 16.
29 Assignment and Subletting

30 Lessee shall not assign this lease, or any
31 interest therein and shall not sublet the premises or any
32 part thereof without first obtaining the written consent of

Lease No. 2 - Page 6

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1 Lessor which consent shall not be unreasonably withheld.
2 Consent by Lessor to one assignment, subletting, occupation
3 or use by another person shall not be deemed to be a consent
4 to any subsequent assignment, subletting occupation or use
5 by another person. Consent to an assignment shall not
6 release the original named Lessee from liability for the
7 continued performance of the terms and provisions on the
8 part of Lessee to be kept and performed unless Lessor
9 specifically releases Lessee from said liability. Any
10 assignment or subletting without the prior written consent
11 of Lessor shall be void and shall, at the option of Lessor,
12 terminate this lease. This lease shall not nor shall any
13 interest therein be assignable as to the interest of Lessee
14 by operation of law without the prior written consent of
15 Lessor.

16 Section 17
17 Default

18 Should Lessee at any time be in default hereunder
19 with respect to any rental payments or other charges payable
20 to Tenant and should such default continue for a period of
21 five (5) days after written notice from Lessor to Lessee, or
22 should Lessee be in default in the performance of any other
23 of its promises, covenants or agreements herein contained
24 and should such default continue for thirty (30) days after
25 written notice thereof from Lessor to Lessee specifying the
26 particulars of such default, or should Lessee vacate or
27 abandon the premises, then in any of such events and in
28 addition to any or all other rights or remedies of Lessor
29 hereunder or by law provided, it shall be at the option of
30 Lessor:

31 (a) The right of Lessor to declare the term
32 hereof ended and to re-enter the premises and take possession

1 of them and remove all persons from them, and Lessee shall
2 have no further claim to them; or

3 (b) The right of Lessor without declaring this
4 lease ended, to re-enter the premises and occupy or lease
5 the whole or any part of them for and on account of Lessee
6 and upon such terms and conditions and for such rent that
7 Lessor may deem proper, to collect said rent and any other
8 rent that may thereafter become payable and apply the same
9 toward the amount due or thereafter to become due from
10 Lessee and on account of the expenses of such subletting and
11 any other damages sustained by Lessor; and should such
12 rental be less than that herein agreed to be paid by Lessee,
13 such rental be less than that herein agreed to be paid by
14 Lessee, Lessee agrees to pay such deficiency to Lessor in
15 advance on the day of each month hereinbefore specified for
16 payment of annual rental and to pay to lessor forthwith upon
17 any such reletting the costs and expenses the Lessor may
18 incur by reason thereof; and Lessor shall establish that it
19 has made reasonable efforts to rent at current rental rates
20 of said premises.

21 (c) The right of Lessor, even though it may have
22 relet the premises, to thereafter elect to terminate this
23 lease and all rights of Lessee in or to the premises.

24 Should Lessor have relet the premises under the
25 provisions of Subparagraph (b) above, it may execute any
26 such lease either in its own name or in the name of Lessee
27 as it shall see fit, but Lessee therein named shall be under
28 no obligation whatsoever to see to the application by Lessor
29 of any rent collected to Lessor from such Lessee, nor shall
30 Lessee herein have any right of authority whatsoever to
31 collect any rent from such Lessee. Lessor shall not be
32 deemed to have terminated this lease or the liability of

1 Lessee to pay rent thereafter to accrue or its liability for
2 damages under any of the provisions hereof by such re-entry
3 or by any action in unlawful detainer or otherwise to obtain
4 possession of the premises, unless Lessor shall have notified
5 Lessee in writing that it has so elected to terminate this
6 lease. Nothing herein contained shall be construed as
7 obligating Lessor to relet the whole or any part of the
8 premises. In the event of any such entry or taking possession
9 of the premises, Lessor shall have the right, but not the
10 obligation, to remove all or any part of the personal
11 property located therein and may place the same in storage
12 at a public warehouse at the expense and risk of the owner
13 or owners thereof.

14 Should Lessor elect to terminate this Lease under
15 the provisions of Subparagraphs (a) or (c) above, Lessor
16 shall be entitled to recover from Lessee:

17 (a) The worth at the time of award of the unpaid
18 rent which has been earned at the time of termination.

19 (b) The worth at the time of award of the amount
20 of which the unpaid rent which would have been earned after
21 termination until the time of award exceeds the amount of
22 such rental loss that Lessee proves could have been reasonably
23 avoided.

24 (c) The worth at the time of award of the amount
25 by which the unpaid rent for the balance of the term after
26 the time of award exceeds the amount of such rental loss
27 that Lessee proves could be reasonably avoided, and
28

29 (d) Any other amount necessary to compensate
30 Lessor for all the detriment proximately caused by Lessee's
31 failure to perform its obligation under the lease or which
32 in the ordinary course of things would be likely to result
therfrom.

1 The "worth at the time of award" of the amounts
2 referred to in Sub-paragraphs (a) and (b) above shall be
3 computed by allowing interest at ten percent (10%) per
4 annum. The worth at the time of award of the amount referred
5 to in Subparagraph (c) shall be computed by discounting such
6 amount at the discount rate of the Federal Reserve Bank of
7 San Francisco at the time of the award plus one percent
8 (1%).

9 In the event of default all of Lessee's fixtures
10 and equipment shall remain on the subject premises and in
11 the event and continuing during the length of said default,
12 Lessor shall have the right to take the exclusive possession
13 of same and to use the same, rent or charge-free, until all
14 defaults are cured, or require Lessee to forthwith remove
15 the same.

16 Section 18.
17 Condemnation

18 Eminent domain proceedings resulting in the
19 condemnation of a part of the premises leased herein, but
20 leaving the remaining premises usable by lessee for the
21 purposes of its business, will not terminate this lease.
22 The effect of any condemnation, will be to terminate the
23 lease as to the portion of the premises condemned, and the
24 lease of the remainder of the demised premises shall remain
25 intact. The rental for the remainder of the lease term
26 shall be reduced by the amount that the usefulness of the
27 premises has been reduced for the business purposes of
28 lessee. Lessee hereby assigns and transfers to lessor any
29 claim he may have to compensation for damages as a result of
30 any condemnation.

31 Section 19.
32 Attorney fees

 In the event the Lessor finds it necessary to

1 retain an attorney in connection with a default by the
2 Lessee of any of the agreements or covenants contained in
3 the lease, Lessee shall pay reasonable attorney fees to said
4 attorney.

5
6 In the event of any litigation regarding this
7 lease, the losing party shall pay to the prevailing party
8 reasonable attorney fees.

9 Section 20.
Late Payment Fees

10 Lessee shall be required to pay five percent (5%)
11 of the monthly rental amount for late payment fees in the
12 event that Lessee is ten (10) days in delinquency in its
13 monthly rental payments herein. A late payment fee shall be
14 incorporated in the next monthly payment to Lessor.

15 Section 21.
Equipment - Trade Fixtures

16
17 All equipment that is currently located in the
18 restaurant shall be kept in working order by Lessee and any
19 equipment that requires replacement in said restaurant shall
20 be replaced by Lessee with equipment equal to or of greater
21 value than the replaced equipment. Repairs shall be paid
22 for by Lessor and added to the rental payment for the
23 current month. All of Lessor's original trade fixtures and
24 equipment or replacements thereof shall be the property of
25 Lessor. Any property left in the premises after the expiration
26 or termination of this lease shall be deemed to have been
27 abandoned by Lessee and shall become the property of Lessor
28 to dispose of as Lessor deems expedient without accounting
29 to Lessee therefore. Any trade fixtures or equipment which
30 Lessee may install in the premises other than any replacement
31 equipment of the Lessor shall be removed by Lessee at the
32 expiration or termination of this lease.

Lease No. 2 - Page 11

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Section 22.

NOTICE

Any notice required by the terms of this lease to be given by one party hereto to the other or desired so to be given, shall be sufficient if in writing contained in a sealed envelope, deposited in the U.S. Registered Mails with postage fully prepaid, and if intended for the Lessor herein then if addressed to said Lessor at 401 East McLoughlin, Vancouver, Washington 98663, and if intended for the Lessee, then if addressed to the Lessee at M.P. 33, Skamania, Washington. Any such notice shall be deemed conclusively to have been delivered to the addressee thereof forty-eight hours after the deposit thereof in said U.S. Registered Mails.

IN WITNESS WHEREOF, the parties have executed this lease at Vancouver, Washington, the day and year first above written.

James R. Dunbar
LESSOR: James R. Dunbar

Pat Kuhlman
LESSEE: Pat Kuhlman

Nancy J. Dunbar
LESSOR: Nancy Dunbar

Jeannie White
LESSEE: Jeannie White

Lorraine Youngs
LESSOR: Lorraine Youngs

STATE OF WASHINGTON)
COUNTY OF CLARK) ss.
)

On this day personally appeared before me James R. Dunbar and Nancy Dunbar, husband and wife to me known to be the lessors described in and who executed the foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the purposes therein mentioned.

GIVEN under my hand and official seal this
day of September 1985.

Norma Setters
NOTARY PUBLIC in and for the State of
Washington, residing at 113th

STATE OF WASHINGTON)
COUNTY OF CLARK) ss.
)

On this day personally appeared before me Lorriane Youngs, a single person, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the purposes therein mentioned.

GIVEN under my hand and official seal this
day of September 1985.

Norma Setters
NOTARY PUBLIC in and for the State of
Washington, residing at 113th

STATE OF WASHINGTON)
COUNTY OF Skamania) ss.
CLARK)

On this day personally appeared before me Pat Kuhlman and Jeannie White to me known to be the lessees described in and who executed the foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the purposes therein mentioned.

GIVEN under my hand and official seal this
day of May 1985. 1986

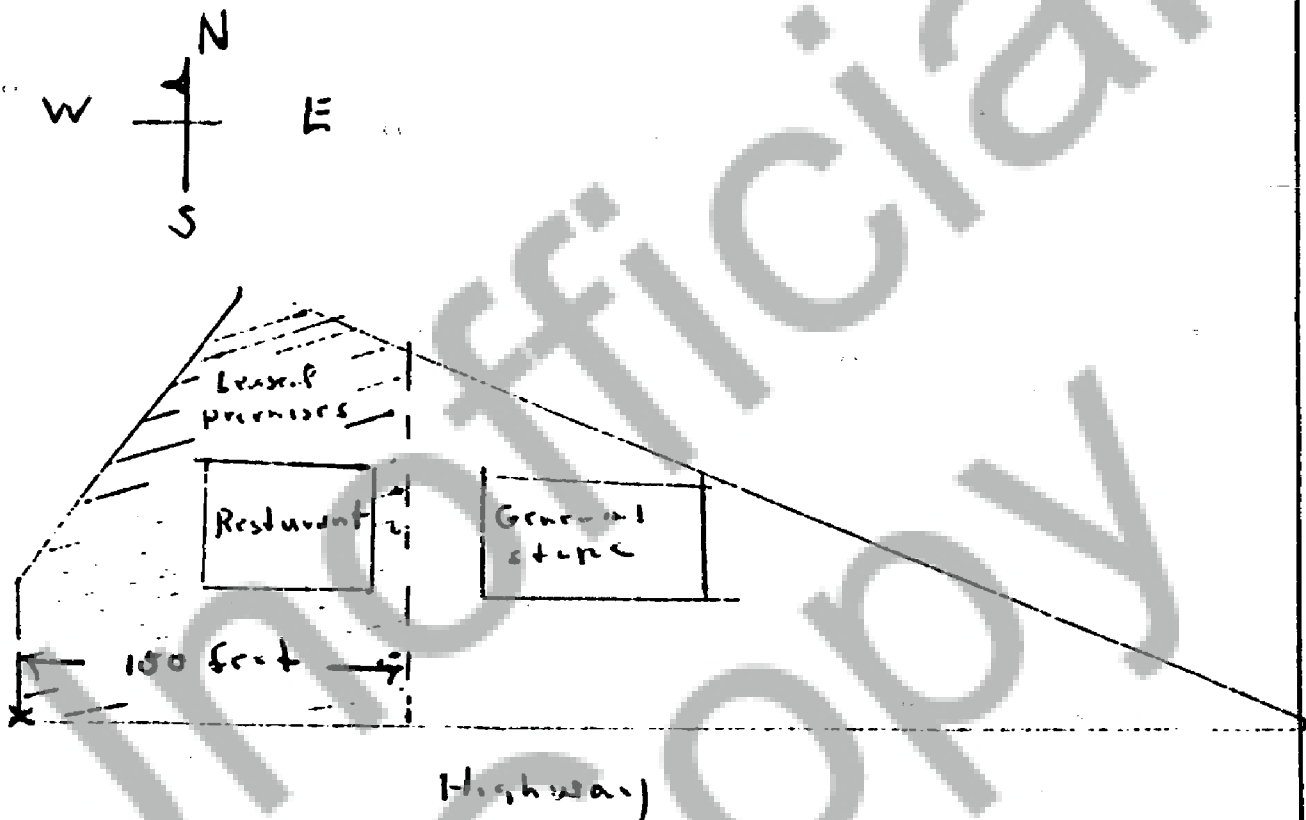
Pat Kuhlman
NOTARY PUBLIC in and for the State of
Washington, residing at Skamania

EXHIBIT "A"

The following sketch represents the portion of leased premises or a facsimile thereof.

"Leased Premises" is the shaded area in the sketch whose eastern boundary is a North line located 150 feet from the farthest Westerly boundary of the "General Premises".

"General Premises" See legal description contained in Section I of this lease.



It is agreed by the parties that the diagram or sketch and/or legal description above may be substituted for purposes of more accurately describing the leased premises. This diagram is only intended to show approximately the location and boundary of the "Leased Premises" in relation to the "General Premises".

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816 EIGHTH STREET
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EXHIBIT "B"

Assignment by Lessors to Lessees of Lease
Between Dunbar, Youngs, Jeannie White and Pat Kuhlman

Lessors herein, JAMES R. DUNBAR, NANCY DUNBAR, husband and wife, and LORRAINE S. YOUNGS, a single person, hereby assigns all right title and interest they have in that certain lease dated the 13th day of September, 1985, between themselves as Lessors, and JEANNIE WHITE AND PAT KUHLMAN, as Lessees. See attached Exhibit "A" which is a true copy of said lease.

DATED this 13th day of September, 1985.

James R. Dunbar
JAMES R. DUNBAR

Nancy J. Dunbar
NANCY DUNBAR

Lorraine S. Youngs
LORRAINE S. YOUNGS

exhibit "C"

CONSUMER PRICE INDEX
PORTLAND
ALL ITEMS, 1967=100

Data prior to January 1978 is used with both the CPI for All Urban Consumers (CPI-U)
and the CPI for Urban Wage Earners and Clerical Workers (CPI-W)

YEAR	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	ANNUAL AVERAGE
1961	88.0			87.6			88.3			88.5			88.1
1962	87.8			87.9			88.7			89.1			88.5
1963	89.4			89.8			90.4			90.6			90.2
1964	91.0			91.9			92.5			92.8			92.2
1965	93.1			94.0			95.1			95.5			94.6
1966	95.5			97.0			97.7			98.6			97.5
1967	99.1			99.3			100.0			101.0			100.0
1968	101.4			102.6			103.6			104.8			103.5
1969	106.0			108.2			108.6			110.1			108.6
1970	110.6			112.9			113.5			114.5			113.2
1971	114.9			116.7			116.2			117.4			116.1
1972	118.1			118.6			119.6			120.6			119.5
1973	121.8			125.3			127.1			130.8			127.3
1974	133.9			139.2			143.7			148.2			142.8
1975	152.5			154.2			157.1			159.2			156.5
1976	162.1			164.4			168.1			169.8			167.0
1977	172.4			177.8			181.5			183.8			180.2

CONSUMER PRICE INDEX FOR ALL URBAN CONSUMERS (CPI-U)

1978	187.9	191.7	195.3	199.2	203.2	207.1	198.4
1979	211.7	215.4	220.7	227.4	232.2	236.6	225.4
1980	244.6	253.6	257.3	252.7	256.9	261.9	255.4
1981	266.4	268.1	278.5	280.8	291.1	278.7	278.2
1982	288.4	286.7	282.1	292.5	288.2	285.6	287.0
1983	286.6						

CONSUMER PRICE INDEX FOR URBAN WAGE EARNERS AND CLERICAL WORKERS (CPI-W)

1978	187.9	191.9	196.1	200.1	204.3	207.8	199.0
1979	212.1	215.8	221.9	227.9	232.6	236.7	225.8
1980	243.5	251.7	255.9	252.2	255.4	260.7	254.1
1981	265.0	267.0	276.1	279.2	288.8	276.3	276.2
1982	285.5	283.9	279.7	290.6	285.8	281.5	284.7
1983	281.7						

284.6
Jan

