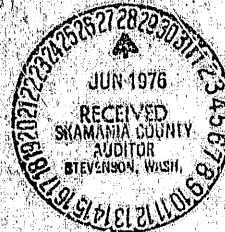


**AGREEMENT FOR THE PURCHASE
AND SALE OF BUSINESS
AND PERSONAL PROPERTY**



THIS PURCHASE AGREEMENT dated April 23rd, 1976, between JAMES V. GIFE and NROMI GIFE, husband and wife, hereinafter designated as "Sellers" of Box 37, Northwoods Cabin Sites, Cougar, Washington 98616, and RAYMOND W. EWERT and BETTE L. EWERT, husband and wife, hereinafter designated as "Purchasers", of 220 Nevala Road, Woodland, Washington 98674.

Sellers desire to sell and Purchasers desire to purchase substantially all of the assets, properties and business of Sellers, for a cash purchase price, on the terms and conditions hereinafter set forth.

1. **PURCHASE OF SALE:** On the terms and subject to the conditions set forth in this Agreement, Sellers hereby agree to sell and deliver to Purchasers, and Purchasers agree to purchase from Sellers, all of the assets, properties and business of Sellers currently operated and designated as "Jim's Grocery". Purchasers agree to purchase from Sellers all of said assets and property of every kind and description as the same shall exist at the closing date hereinafter set forth, including without limitation, all property, tangible and intangible, bank accounts, receivables, conditional sales contract, inventories, fixed assets, rights to use of the name of Sellers, trade names, patents, patent applications, copyrights, licenses and all books and records of Sellers as they are directly or incidentally related to the ownership and operation of the business known as "Jim's Grocery" which Sellers agree to sell. Purchasers agree to purchase all said assets with the exception of the lease to the ground upon which Sellers business is currently being operated and said lease with all rights incidental thereto shall be retained by the Sellers and is not an asset transferred by way of this Agreement. A copy of said lease between the Sellers and Water Front Recreation, Inc. is attached hereto as Exhibit "A" for the purpose of reference in clarification of any matter in which it may be referred to hereafter.

2. **PURCHASE PRICE:** The aggregate purchase price to be paid by Purchasers for the assets, property and business of Sellers shall be SEVENTY ONE THOUSAND AND NO/100ths DOLLARS (\$71,000.00) and allocated among the assets as follows:

Inventory	\$11,000.00
Fixtures and Equipment	\$5,000.00
Supplies on Hand	.00
Buildings	\$55,000.00
Good Will	.00

An itemized list which more particularly describes said assets is affixed hereto as Exhibit "B" and incorporated herein by reference.

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3. METHOD OF PAYMENT: The purchase price shall be payable by Purchasers to Sellers as follows:

Sixteen Thousand and no/100ths Dollars (\$16,000.00) payable on or before April 24, 1976 in the form of cash or Purchasers' certified check and the balance of Fifty-five Thousand and no/100ths Dollars (\$55,000.00) shall be paid in monthly installments of Five Hundred and no/100ths Dollars (\$500.00) per month beginning on the 25th day of May, 1976, together with interest on the deferred payments at the rate of eight per cent (8%) per annum from date until paid, calculated monthly with said payments to be credited first on account of interest and the balance to the purchase price until such time as the balance due is paid in full.

The balance of Fifty-five Thousand and no/100ths Dollars (\$55,000.00) shall be further evidenced by the execution by Purchasers of a Promissory Note payable in consecutively monthly payments of Five Hundred and no/100ths Dollars (\$500.00) each, beginning on the 25th day of May, 1976, together with interest at eight per cent (8%) per annum. Such Note shall contain a provision, satisfactory to Sellers for acceleration of the balance remaining unpaid upon default in the payment of any installment due under this purchase agreement for a period longer than thirty (30) days. As further security for the payment of any such Note, Purchasers shall execute and deliver to Sellers at the closing date a Uniform Commercial Code - Financing Statement - From UCC-1, upon the inventory, fixtures and equipment described in Exhibit "B", such statement to contain an "after acquired property" clause and such other provisions as Sellers may request prior to closing. Upon closing, the Note and Financial Statement shall be attached hereto as Exhibits "C" and "D" and shall be incorporated herein by this reference.

4. DESCRIPTION AND ASSUMPTION OF LIABILITIES: Sellers and Purchasers agree that the provisions in the Uniform Commercial Code, Article 6, in regard to bulk sales have not been complied with in regard to this transaction because Sellers hereby warrant that there are no existing creditors of the business being transferred, nor is there any tax due the United States Federal Government, State of Washington or any political subdivision thereof, at the time of the execution of this Agreement, or any other encumbrance which may constitute a lien upon the property transferred herein.

Sellers further warrant and agree that in the event that any tax remains unpaid or any encumbrance exists against the property being purchased in any manner whatsoever, Sellers will indemnify and hold harmless the Purchasers against any such creditor or encumbrance and Sellers further agree that if any such creditor, taxing agency or other should cause a lien to be placed upon the assets of the business transferred herein as a result of the operation of said business prior to the date of closing or enter a lawsuit or make any demand for payment or any debt or liability incurred by Sellers prior to the date of closing.

BOOK 5 PAGE 665

ing, Purchasers may withhold payments called for under the terms of this Agreement and notify Sellers of said demand or lien in writing and unless Sellers object within fifteen days, Purchasers may pay said demand or lien directly and deduct all of said sums thereby paid from the balance of the purchase price then due and owing Sellers under the terms of this Agreement. If Sellers do object, Purchasers may deduct said amount and pay it into the Superior Court of Clark County for payment to the Sellers or the claimant as the Court deems fit. Any costs incurred by Purchasers, including reasonable attorney's fees, as a result of any debt or lien shall be paid by Sellers.

5. CLOSING: The purchase and sale provided for herein shall be closed at the business office of "Jim's Grocery" located at Northwoods Cabins Sites, Swift Creek Reservoir, Couga, Washington, 98616, prior to midnight on April 24, 1976.

6. REPRESENTATIONS OF SELLERS: Sellers represent, warrant and agree as follows: Sellers shall furnish Purchasers with copies of all books and records required and incidental to the operation of the business known as "Jim's Grocery" for the period of time requested by Purchasers, and further agree to supply any further books and records, financial statements, and/or statements of income and expense which may be requested by Purchasers or their attorney or accountant prior to April 25, 1976.

Sellers warrant that they do not have any liabilities, absolute or contingent, which are not fully shown or provided for in the above-mentioned books and records and Sellers have no creditors of said business known to them at this time, or any liens, judgments or other encumbrances of any nature whatsoever against the assets of the business being sold. Sellers are not a party to any contracts or agreements other than the lease agreement referred to in Paragraph 1 hereof, with the exception of Sellers' interest in a partnership operating under the name of "B & J Enterprises" which was entered into principally for the purpose of constructing the rental cabins transferred as part of this Agreement.

Sellers further warrant that the partnership referred to as "B & J Enterprises" has been dissolved and the winding up concluded on April 19, 1976 with the tender to William J. Smith of any interest he may have therein as a partner of said "B & J Enterprises."

Sellers have good and marketable title and owns outright all properties and assets used in their business and all other properties and assets reflected in the books and statements provided herein, free and clear of all liens, mortgages, pledges, encumbrances and charges of every kind, except as noted.

Sellers have the unqualified right to the use of the name "Jim's Grocery" in Skamania County, Washington and have

full power to assign such right to Purchasers.

7. REPRESENTATION OF PURCHASERS: Purchasers represent that they are not now named as Defendants in any pending lawsuit which may become a judgment against the property being purchased under this Agreement, nor do the Purchasers have any unsatisfied judgments against them individually or against their marital community which may become a lien against the property being purchased hereunder.

8. TRANSFER OF LIQUOR LICENSE: Sellers agree to aid and assist Purchasers in the transfer of Washington State Liquor License incidental to the operation of Sellers' business which allows the Sellers to offer for retail sale beer and wine.

9. COVENANT NOT TO COMPETE: Sellers agree that from and after the date of this Agreement, they will not, unless acting as an officer or employee of the Purchasers, or without the prior consent of the Purchasers, directly or indirectly manage, operate, join, control or participate or be connected with any retail grocery operation for a period of five (5) years from the date hereof, and within an area of a radius of fifteen (15) miles of Northwoods Cabin Sites, Swift Reservoir, nor shall they in any manner directly or indirectly, engage or otherwise become interested in any phase of said business.

10. LEASE PAYMENTS: Purchasers acknowledge that the buildings necessary for the operation of the business being sold herein are located upon leased land owned by the State of Washington and leased by the State of Washington to Water Front Recreation, Inc., an Oregon corporation, and sub-leased thereby to James V. Gipe and Neomi Gipe, husband and wife, under that certain Lease Agreement entered into on the 2nd day of October, 1972, between James V. Gipe and Neomi Gipe, husband and wife, and Water Front Recreation, Inc., and that said Lease Agreement is recorded in the office of the Auditor of Skamania County under Auditor's File No. . Purchasers agree to make all lease payments called for therein directly to sellers herein upon the same terms and conditions as those required of the Lessees, James and Neomi Gipe.

In the event Purchasers fail to make said lease payments as agreed, the Seller may elect to make any lease payment not paid by the Purchasers and add the amount of each payment so made to the principal due and owing to Sellers from the Purchasers under the terms of this Purchase Agreement.

11. CONSENT TO ASSIGNMENT: The Purchasers further agree not to assign this contract, or sell any interest acquired subject thereto, during the term hereof, without the written consent of the Sellers being first had and obtained. Consent shall not be unreasonably withheld. Any assignment or sale subject to this contract without the consent provided for in this paragraph, shall be considered to be void and of no lawful force and effect.

STATE

COUNTY

12. COMPLIANCE WITH LAWFUL REGULATIONS: Purchasers further agree to comply with all lawful regulations of the State of Washington, Skamania County or any other political sub-divisions of said State, local or Federal Government applicable to the operation of the business by the Purchasers and agree not to maintain or carry on any business activity illegal under the Statute of the State of Washington or the U. S. Federal Government.

13. TAXES AND INSURANCE: The Purchasers further agree that during the term of this Lease Agreement, the buildings situated upon the leased property shall be kept insured against loss by fire in a sum reasonably commensurate with their insurable value and ratably proportioned thereon, payable to the Sellers in case of loss as their interest shall appear, and that they will deliver such policies of insurance, together with all necessary renewals thereof to the Sellers and pay all premiums thereon before delinquency. Purchasers shall also carry insurance against public liability insuring them against loss, damage or injury to any individual using the premises for the purpose of continuing the business, or as a guest, invitee or licensee of the Purchasers in an amount equal to that now maintained by the Sellers.

Purchasers further agree during the term of this Agreement to pay before delinquency, State and County taxes and all liens and assessments of every kind and nature which may be levied, assessed or become payable against the property and the business, and not to commit or suffer waste to be committed, stripped or waste thereon, but at all times to maintain the same in good condition and repair.

14. PURCHASERS ASSUMPTION OF RISK: Purchasers further agree to assume all risks of loss, damage or injury to any personal property transferred herein, including its condemnation, and in case of such it shall not constitute a failure of consideration nor relieve the Purchasers from payment of the purchase price and interest in accordance with the terms and conditions hereof. Any sums recoverable for such damage or condemnation shall be payable to Sellers as their interest shall appear.

15. PURCHASERS INSPECTION OF PREMISES: The Purchasers agree that full inspection of said premises has been made, and that neither the Sellers nor their assigns shall be held with any covenant respecting the condition of the improvements thereon, nor to any agreement for alteration, improvements or repairs, and that there are no agreements, written or oral, affecting or relating to the subject matter herein contained, having any force or effect, except such as are incorporated herein.

16. DEFAULT: Time is of the essence of this Agreement, and the failure on the part of the Purchasers to pay any installment of principal or interest as required hereunder, or to such other person at such other place as the Sellers may in writing direct, at the time and in the manner herein specified, or within ten (10) days thereafter, or to keep and perform each and every

STATE OF WASHINGTON)
) ss.
COUNTY OF CLARK)

On this day personally appeared before me JAMES V. GIPE, NEOMI GIPE, RAYMOND EWERT and BETTY EWERT, 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 SEAL this 24th day of

April, 1976.

Harold D. McMillin
NOTARY PUBLIC in and for the State
of Washington, residing at Vancouver



*Approved
Harold D. McMillin*

other obligation on their part herein undertaken, shall constitute a breach of this agreement. Sellers may, at their option, upon giving of thirty (30) days written notice of any default claimed herein and upon the failure of Purchasers remedy said default within said thirty (30) day period, elect to declare the same null and void, and in which case any payments theretofore made shall be forfeited to the Sellers as liquidated damages for the breach of this Agreement and as rentals for the use of said business property and assets, and the Sellers shall be relieved from all obligation in law or in equity to convey any further title as set forth herein, and the Purchasers will, upon demand, immediately surrender the possession of the same. In case, however, the Purchasers shall fail to pay, before delinquency, any obligation which they have herein undertaken to pay, and which may constitute a lien against the Sellers' security, the Sellers may, at their option, pay such sum without prejudice to any other right or remedy, and when so paid, such sum shall become immediately due and collectible, and if not so collected shall be added to the purchase price, or become a part thereof, and bear like interest therewith.

17. PEACEFUL POSSESSION: So long, as the Purchasers shall faithfully perform all of the obligations on their part herein undertaken, they shall be entitled to the peaceful and uninterrupted possession of the business property and related assets from and after the 19th day of April, 1976.

18. ATTORNEY'S FEES: In the event that the Sellers or the Purchasers, or their assigns, find it necessary to employ an attorney to enforce any of the provisions of this Agreement, or to institute any proceedings to enforce performance or fulfillment of any obligation upon their parts herein undertaken, the prevailing party, in addition to any relief granted or adjudged by Court of competent jurisdiction, shall be entitled to recover reasonable attorney fees, together with all court costs, disbursements reasonably incurred in connection therewith.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this 25th day of April, 1976.

James V. Gipe
James V. Gipe

Omni Gipe
Omni Gipe

SELLERS

Raymond Ewert
Raymond Ewert

Betty Ewert
Betty Ewert

PURCHASERS

LEASE

This lease made and entered into in duplicate this 2ND day of OCTOBER, 1972, by and between WATER FRONT RECREATION INC., a Washington corporation, (hereinafter called "Lessor") and JAMES and NEOMIN GIPK (hereinafter called "Lessee").

WITNESSETH:

That in consideration of the mutual covenants and agreements herein contained, it is agreed by and between the parties hereto as follows:

PREMISES:

1. Lessor does hereby lease, demise, and let unto Lessee, and Lessee does hereby lease and rent from Lessor, those certain premises located in Skamania County, Washington, described as that portion of the NE 1/4 of NE 1/4 of Section 26 T5, lying to the east of Forest Service Road consisting of approximately 3 acres - hereinafter referred to as the property.

TERM:

2. The term of this lease shall be for the period beginning on September 1, 1972 and ending June 1, 2025.

RENT FOR PROPERTY:

3. Lessee covenants and agrees to pay Lessor, as and for rental for the leased premises referred to as the Property, the percentages as set forth below as computed for the periods as set forth below, of Lessee's gross receipts, as defined in Section 3.04 of Master Lease #59985 between Lessor and State of Washington, on, or from

the leased premises during each lease year during the term hereof; provided, however, that should computed percentage rental for any calendar year be less than the sum of \$1,000.00, Lessee shall, in lieu of said percentage rental, pay to Lessor the sum of \$1,000.00 plus five percent (5%) of gross receipts for such lease year. Rent readjustments shall be as per Section 2.01 of Water Front Recreation Cabin Site Lease --no readjustment for percentages.

A. Said percentage to be as follows:

1. For the term of lease, ten percent (10%) of the gross receipts.

B. Said rent shall be payable as follows:

1. The first such payment covering the lease year September 1, 1975 through August 31, 1976, shall be payable on or before September 1, 1975. Subsequent payments shall be due and payable on the first day of September of each and every lease year thereafter during the term of the lease. The last such payment shall be due and payable on or before September 1, 2024, or in the event this lease is terminated as herein provided prior to the expiration of the term hereof, within thirty (30) days after the date of said termination.

C. Lessee shall:

1. Concurrently with each payment of percentage rental as herein provided, submit to Lessor a statement certified by Lessee as to its correctness showing Lessee's gross receipts, as such term is hereinafter defined, made during the lease year to which rental applies.

D. Gross receipts defined:

1. The term "gross receipts" as used herein is hereby as defined in Section 3.04 of Master Lease #F-985 between Lessor and State of Washington.

E. At all times during the term hereof, or any extension, Lessee shall keep and maintain at the premises, books of account that accurately reflect all of Lessee's gross sales made at or from the premises. Lessor and his duly authorized accountants, attorneys or other representatives shall have the right during each year of this lease, plus a period of 60 days thereafter, to inspect and audit at reasonable times during business hours the sales books, sales records, and sales tax returns of Lessee applicable to the gross receipts of such lease year and to make copies thereof.

F. Lease year defined:

For the purposes hereof, a lease year shall be defined as the twelve (12) month period commencing September 1, and ending August 31, of each year during the term hereof.

USE:

4. Lessee shall use the leased premises during the term of this lease for a general merchandise grocery store and a laundromat, and for a gasoline sales service station business, coin operated machines, trailer space and any other uses as agreed upon in writing between Lessor and Lessee, and not otherwise.

PAYMENTS:

5. All rent and other payments made to Lessors shall be made to Lessor, WATER FRONT RECREATION INC., at Box 603, Beaverton, Oregon, or to such other persons or at such other places as may be designated by Lessor from time to time.

UTILITIES:

6. Lessee agrees to pay, before delinquency, all charges for gas, electricity, heat, light, power, telephone and other public services

used by Lessee upon the leased premises; also all license fees which may be imposed by reason of the lease by Lessee of said premises.

In addition to the rental hereof, Lessee shall pay to Lessor the sum of two Association water hookups and monthly dues per month for water provided. In any period of water shortage the Lessee agrees to be the first to have amount of water reduced.

TAXES AND ASSESSMENTS:

7. Lessor shall, and agrees to, pay all taxes, assessments and charges that may be levied against the lands, buildings, and improvements herein leased. Lessee shall and agrees to, pay all taxes, assessments, and charges on its personal property and equipment on the leased premises.

LESSEE AGREES:

8. a. To keep the premises and property on which the premises are situated free from any liens arising out of any work performed, or any materials furnished, or obligations incurred by, or for, Lessee.

b. Not to vacate or abandon the premises during the term; and if Lessee does so, or surrenders such premises or is dispossessed by process of law or otherwise, any personal property belonging to Lessee left on the premises shall be deemed to be abandoned, at Lessor's option, or may be stored elsewhere at Lessee's expense.

c. Not commit or suffer to be committed, any waste, or nuisance, or any alterations of the premises, or any part thereof, without Lessor's prior written consent. Any additions or alterations, except movable furniture and trade fixtures, shall become at once a part of the realty and belong to Lessor, provided, that by notice given at least thirty (30) days prior to the end of the term, Lessor may at his option

require Lessee to restore the premises or any part thereof to their condition at the commencement of the term.

d. Not use or permit said premises or any part thereof to be used for any purpose other than the purpose for which said premises are leased as hereinbefore specified; and no use shall be made thereof, nor acts done, which would increase the existing rate of insurance upon the improvements thereon, or void any such insurance, or cause cancellation thereof; nor shall Lessee sell, or permit to be kept, used or sold in or about the premises, any article which may be prohibited by the standard form of fire insurance policy except that Lessee shall be allowed to sell gasoline at the gas station. Lessee shall, at his sole expense, comply with all requirements pertaining to said premises of any insurance carrier, necessary for maintenance of reasonable fire and public liability insurance covering said premises.

e. At its sole cost, keep every part of the premises in good and sanitary order, condition, and repair, to the reasonable satisfaction of Lessor.

f. Lessee further agrees:

a. To assume all risk of damages to property in or about the premises from any cause and to whomever belonging, and if injuries to or death of persons in or about said premises, from any cause including Lessor's negligence or breach thereof, and waives all claims in respect thereof against Lessor and agrees to defend and save Lessor harmless from and against any such claim, damages, death or injury. Lessee shall, during the term hereof, keep Lessee's property located in the demised premises insured against loss or damages by fire (including extended coverage) in companies satisfactory to Lessor, in an amount equal to the full replacement

value of such property, by policies providing that Lessee's insurer shall not acquire by subrogation any right of recovery which Lessee has expressly waived in writing prior to the occurrence of the loss.

b. To keep in force during the term hereof at Lessee's expense, public liability and property damage insurance in companies satisfactory to Lessor against any liability to the public incident to the use of or resulting from any accident occurring in or about the premises in minimum amounts of \$100,000-\$300,000-\$50,000. The same shall insure the contingent liability of Lessor, and the policies or certificates, endorsed "premium paid", shall be deposited with Lessor; and Lessee shall obtain the written agreement of the insurers to notify Lessor in writing thirty (30) days prior to any cancellation. Lessee agrees that if he does not keep such insurance in full force and effect, Lessor may, but is not obligated to, take out such insurance and pay the premiums thereof at Lessee's expense and repayable on demand.

c. If suit be brought for unlawful detainer of the premises, to recover rent due hereunder, or because of breach of any covenant herein on the part of the Lessee to be performed, Lessee will pay Lessor's attorney's fee. Upon the filing of any action for unlawful detainer, the court in which such action is pending may appoint a receiver without notice to take possession of the premises and collect any rent that may be or become due from any subtenant and to hold the same during the pendency of said action.

d. Either (i) appointment of a receiver (except as mentioned in paragraph (d) above) to take possession of all or substantially all of the assets of Lessee, whose appointment is not vacated within sixty (60) days, or (ii) a general assignment by Lessee for the

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benefit of creditors or (iii) any action taken or suffered by Lessee under any insolvency or bankruptcy act shall terminate this lease, and Lessor shall be entitled to damages as provided upon a termination under paragraph (f) hereof.

e. Upon breach of this lease by Lessee, then Lessor besides other rights or remedies he may have, shall have the immediate right of re-entry and may remove all persons and property from the premises; such property may be stored in a public warehouse or elsewhere at the cost of and for the account of Lessee. Should Lessor elect to re-enter, as herein provided, or take possession pursuant to legal proceedings or any notice, provided for by law, he may either terminate this lease, relet the premises or any part thereof for such term or terms (which may extend beyond the term hereof) and at such rentals and upon such other terms as Lessor in his sole discretion may deem advisable with the right to make alterations and repairs to said premises; upon each such reletting (i) Lessee shall be immediately liable to pay to Lessor, in addition to indebtedness other than rent due hereunder, the cost of such reletting and of such alterations and repairs, incurred by Lessor, and the amount by which the rent hereunder for the period of such reletting (to the end of the term hereof) exceeds the amount agreed to be paid as rent for the premises for such period on such reletting; or (ii) at the option of Lessor rents received from such reletting shall be applied: first, to payment of indebtedness other than rent due hereunder from Lessee to Lessor; second, to the payment of costs of such reletting and of such alterations and repairs; third, to payment of rent due and unpaid hereunder; and the residue, if any, shall be held by Lessor and applied in payment of future rent as the same becomes due hereunder. If Lessee has been credited with any rent to be received by such reletting under

option (i), and such rent shall not be promptly paid to Lessor by the new tenant, or if such rentals received from such reletting under option (ii), during any month be less than that to be paid during that month by Lessee hereunder, Lessee shall pay any such deficiency to Lessor.

Such deficiency shall be calculated and paid monthly. No re-entry or taking possession of said premises by Lessor shall be construed as an election on his part to terminate this lease unless a written notice of such intention be given to Lessee or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, Lessor may at any time thereafter elect to terminate this lease for such previous breach. Should Lessor at any time terminate this lease for any breach, in addition to any other remedy he may have, he may recover from Lessee all damages he may incur by reason of such breach, including the cost of recovering the premises, and including the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this lease for the remainder of the stated term over the then reasonable rental value of the premises for the remainder of the stated term, all of which amounts shall be immediately due from Lessee to Lessor.

f. Surrender of this lease by Lessee, or mutual cancellation thereof, shall not work a merger, but shall at the option of Lessor, terminate all or any existing sub-lease or subtenancies, or may at the option of Lessor, operate as an assignment to him of any or all such subleases or subtenancies.

g. This lease shall be subordinate to any mortgage or deed of trust which has been or is placed on the land or building of which the premises are a part. The holder of such mortgage or deed of

trust may at his option preserve this lease in connection with any enforcement thereof, and Lessee agrees to attorn to the purchaser at any foreclosure sale thereunder.

h. Lessor shall be relieved from all obligations hereunder upon transfer of title to the property subject thereto to another, who shall be subject to the lessor's obligations hereunder. If any security be given by Lessee to secure performances of this lease, Lessor may transfer the security to such transferee of title of the property subject hereto, and thereupon Lessor shall be discharged from further liability therefor.

i. That Lessor shall not be required to make any repairs, alterations, additions, or improvements to or upon the leased premises during the term of this lease.

/ CONDUCT OF BUSINESS:

10. Lessee agrees that it will at all times maintain and conduct its said business insofar as the same relates to Lessee's use and occupancy of the demised premises, in a lawful manner, and in strict compliance with all governmental rules, laws and regulations and orders as may be applicable to the business of Lessee conducted in or upon the demised premises, and the Lessee and his employees shall conform to and observe such reasonable rules and regulations as Lessor may from time to time promulgate and establish for the conduct and regulation of business.

Lessee agrees that, except as prevented by strikes, labor disputes, fire, earthquake, explosion, flood, riot, rebellion, act of public enemy, act of God or other public authority, or other causes beyond the control of Lessee, whether similar or dissimilar to those above mentioned, he will during the term of this lease, conduct in demised premises as as usual, business in good faith, with facilities, fixtures,

employees and adequate merchandise and facilities and will exploit and develop his business in the whole of amsised premises in such manner as to produce the maximum total gross receipts consistent with sound business practices. Lessee further agrees to and shall during the entire lease term, and any extensions thereof, keep the leased premises open for business at least six days a week and at least six hours per day, from April 15th to November 15th. The Water Front Recreation Cabin Site Lease and State of Washington Lesse #58985 is incorporated in and made part of this Lease.

WATER FRONT RECREATION INC.

By *[Signature]*
V-PRES

[Signature]
Lessor Secretary Tre. u. cr

JAMES and NEOMIX GIPE

By *[Signature]*
[Signature]
Lessee

LIST OF PROPERTY

1. Inventory, including groceries and dry goods for resale in the store and any after acquired inventory.
2. Fixtures and Equipment and machinery, including store fixtures and after acquired store fixtures, tools and equipment, diesel generators, ice machine, refrigerated coolers, and any of such after acquired items.
3. Supplies on hand and after acquired supplies.
4. Buildings, including one general grocer and merchandise store, one walk-in cooler adjacent to said store, five (5) rental cabins, one bath house and shower in trailer-space area; one bath house and laundry room next to generator house, one generator house, and tool shed, and one open boat storage garage.

PROMISSORY NOTE

\$55,000.00

Vancouver, Washington
April ____, 1976

For value received, we, RAYMOND W. EWERT and BETTY L. EWERT, husband and wife, promise to pay to JAMES V. GIPE and NEOMI GIPE, husband and wife, or order, at Box 37, Northwoods Cabin Sites, Cougar, Washington 98616, or such other place as agreed, the sum of FIFTY-FIVE THOUSAND and no/100ths DOLLARS (\$55,000.00), with interest thereon at the rate of eight per cent (8%) per annum, payable as follows:

In monthly installments of FIVE HUNDRED AND no/100ths DOLLARS (\$500.00) each, beginning with the 25th day of May, 1976, and continuing monthly thereafter until the whole balance of the purchase price, both principal and interest, shall have been fully paid. The unpaid balance of the purchase price shall at all times bear interest at eight per cent (8%) per annum, and from each payment shall first be deducted interest to date, and the balance shall be applied on principal.

This note shall bear interest at the rate of twelve per cent (12%) per annum after failure to pay any installment as above specified, and if this Note shall be placed in the hands of an attorney for collection, or if suit shall be brought to collect any of the principal or interest of this note, we promise to pay a reasonable attorney's fee, and any judgment entered hereon shall bear interest at ten per cent (10%) per annum.

This Note is made, executed under and is to be construed by the laws of the State of Washington, and is secured by a lien against personal property as set forth in that certain Sales Agreement executed between James V. Gipe and Neomi Gipe, husband and wife, and Raymond W. Ewert and Betty L. Ewert, husband and wife, on the 25th day of April, 1976, and further evidenced by a financial statement filed with the Auditor of Skamania County, Washington and the Office of the Secretary of the State of Washington.

Each maker of this Note executes the same as a principal and not as a surety.

Raymond W. Ewert
Raymond W. Ewert
Betty L. Ewert
Betty L. Ewert

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PAGE 42

4. FOR FILING OFFICER ONLY

INSTRUMENT NO. 1407
FILED BY Mitchell
AT 9:07 AM May 12, 75
E. Hooford

5. This Financing Statement covers the following types (or items) of property: (Use this space for Real Property description if required.) All inventory, fixtures, equipment, supplies on hand, buildings, and any after acquired inventory, fixtures, equipment, machinery, supplies, buildings located at Northwoods Cabin Sites, more particularly described as the portion of the NE 1/4 of NE 1/4 of Section 26 of T4N R6E Williams County, Washington, lying to the East of Meridian, Skamania County, Washington, lying to the East of Forest Service Road N90 consisting of 3 acres more or less.

DEPUTY COUNTY AUDITOR
SARAH J. COOPER

6. Assignee(s) of Secret Party and address(es)

CHECK ☒ IF COVERED: ☐ Proceeds of collateral are also covered ☐ Products of collateral are also covered

Filed with

☐ No collateral described herein is brought into this state already subject to a security interest in the state of

BY: _____
SIGNATURE(S) OF DONOR(S)

Signature of Secured Party or Assignee of Record (Print Name)

1-FILE COPY-CREATOR OR DEBTORS

WASHINGTON STATE UCCF

FORM APPROVED BY SECRETARY OF STATE

ADDENDUM TO AGREEMENT FOR
PURCHASE AND SALE OF BUSINESS AND PERSONAL PROPERTY

This addendum to agreement made and entered into this 30th day of May, 1976, by and between James V. Gipe and Neomi Gipe, husband and wife, hereinafter referred to as seller and Raymond W. Ewert and Bette L. Ewert, husband and wife, hereinafter referred to as purchaser.

WITNESSETH that the certain agreement for the purchase and sale of business and personal property entered into on the 25th day of April, 1976, between the sellers and purchasers above named whereby purchasers agreed to purchase from the sellers and the sellers agreed to sell to the purchasers all the assets and property of every kind and description comprising and incidental to the operation of the business designated as Jim's Grocery, not having reflected the true agreement of the parties in that the purchase price was incorrectly stated and certain items of agreement were omitted and in consideration of the mutual covenants contained herein and other good and valuable consideration, sellers and purchasers mutually agree to modify and correct said contract as follows:

FIRST: Paragraph Two entitled "Purchase Price" shall be hereby corrected to state that the purchase price shall be Seventy One Thousand Dollars (\$71,000.00) rather than Seventy-Five Thousand Dollars (\$75,000.00) as set forth therein.

SECOND: Paragraph Three concerning the method of payment shall be corrected to read that Sixteen Thousand Dollars (\$16,000.00) rather than Twenty Thousand Dollars (\$20,000.00) is to become payable on or before April 24, 1976.

THIRD: Paragraph Six of said contract represents that sellers do not have any liabilities or creditors as does Paragraph Four of the contract. The statements set forth in Paragraphs Four

and Six are correct but by way of addendum now in existence in the State of Washington materials on hand, with original sales agreements purchasers hereby assume become due and further demnify them from any obligation.

FOURTH:

wishes to avail themselves of the taxation of individuals on a deferred basis and not pay any sums in the agreement of the August 25, 1976, with in return agree that purchasers may make the entire balance desired to pay the balance qualify sellers as the purchasers shall equal to that portion attributable to the time purchasers pay to disqualify the seller

and Six are correct and shall continue in full force and effect, but by way of addendum should be added the language that there is now in existence an unpaid obligation to the Department of Game, State of Washington, in the amount of \$2,977.50 for licenses and materials on hand, which is an obligation not contemplated in the original sales agreement and which is an obligation that the purchasers hereby assume and agree to pay as said obligation shall become due and further agree to hold the sellers harmless and indemnify them from any liability that may arise as a result of this obligation.

FOURTH: The parties hereby further agree that the seller wishes to avail themselves of the regulations covering federal taxation of individual income which permit the payment of income tax on a deferred basis and therefore purchasers agree that they will not pay any sums in excess of the terms and conditions called for in the agreement of the sale for a period of twenty-four months from August 25, 1966, without the consent of the sellers and the sellers in return agree that after a period of twenty-four months has elapsed purchasers may make larger payments at any time whatsoever or pay the entire balance in full without penalty. In the event purchasers desire to pay the balance in full or such an amount which will disqualify sellers as sellers under a deferred payment contract, the purchasers shall pay the seller as liquidated damages a sum equal to that portion of sellers individual income tax which is attributable to their income from the sale of the business at the time purchasers pay the balance in full or in an amount sufficient to disqualify the sellers deferred payment status.

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FIFTH: Nothing in this Addendum to Agreement for Purchase and Sale of Business and Personal Property is to be construed as a waiver of compliance with any provision of the aforementioned Agreement for Purchase and Sale of Business and Personal Property, unless herein modified all those provisions remain in full force and effect.

James Gipe
James Gipe

Neomi Gipe
Neomi Gipe

Raymond W. Ewert
Raymond W. Ewert

Bette L. Ewert
Bette L. Ewert

STATE OF WASHINGTON)
) ss.
COUNTY OF CLARK)

This is to certify that on the 24 day of May, 1976, the above-named individuals appeared before me and signed the foregoing instrument and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

Robert W. Hetcher
NOTARY PUBLIC in and for the State
of Washington, residing at Vancouver

