

**MODIFICATION OF LEASE**

THIS INDENTURE, dated this 1st day of November, 1968, by and between DEAN O. EVANS and BETTY J. EVANS, Lessor, and UNION OIL COMPANY OF CALIFORNIA, a corporation, Lessee:

**WITNESSETH:**

WHEREAS, Lessor leased to Lessee by that certain Service Station Site and Facilities Lease dated June 6, 1961, and short form of Lease thereof also dated June 6, 1961, and recorded December 26, 1961, in Book 4, Page 195, Official Records in the Office of the County Recorder of Skamania County, Washington, that certain real property in the County of Skamania, State of Washington, described as follows:

A 40 foot by 50 foot portion of building located on Lots Seven (7), Eight (8), Nine (9), and Ten (10), Block Six (6), Riverview Addition to the Town of Stevenson, Washington now utilized for service station business and North 18 feet of said Lots Seven (7), Eight (8), Nine (9), and Ten (10);

together with the buildings and equipment now located or to be placed thereon by Lessor as described in Exhibit "A" attached to said Service Station Site and Facilities Lease; and

WHEREAS, pursuant to the terms and conditions of that certain Modification of Lease dated November 1, 1968, Lessor and Lessee have agreed to modify said Service Station Site and Facilities Lease and said short form Lease in several respects including extending the term thereof.

NOW THEREFORE, in consideration of the premises and the covenants and conditions set forth in said Modification of Lease, it is agreed effective November 1, 1968:

That the term set forth in said Service Station Site and

Facilities Lease and short form of Lease is extended to October 31, 1973  
subject to the terms and conditions set forth in said Service Station  
Site and Facilities Lease and said Modification of Lease.

IN WITNESS WHEREOF, the parties hereto have executed this instru-  
ment as of the day and year first above written.

UNION OIL COMPANY OF CALIFORNIA

By [Signature]  
General Manager of Distribution  
Western Division - Western Region  
By [Signature]  
K. A. Balloch, Assistant Secretary

Legal  
Dyk  
MKB

[Signature]  
Dean O. Evans

[Signature]  
Betty J. Evans



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In consideration of and to insure the execution of Lessee therein named of the within and foregoing Modification of Lease, the undersigned do hereby consent thereto and agree that said Lessee may sublease and remove any and all property placed upon said leased premises and all encumbrances hereof and that any and all liens and/or encumbrances heretofore or hereafter made by and for the benefit of the undersigned against the real property therein demised, and all right, title, interest and estate of the undersigned in said real property shall be and is hereby made subject to and subordinate to said modification and the rights of Lessee thereunder. In the event the undersigned acquires possession or the right thereto of the demised premises, the undersigned agrees that Lessee named in the within and foregoing Modification of Lease shall enjoy peaceful possession of said premises for the remainder of the term of the within and foregoing modification or any extension thereof as tenant of the undersigned in accordance with the terms and conditions thereof, including the right to withhold rentals as therein provided in repayment of the indebtedness specified therein. Lessee of the within and foregoing modification shall not be considered delinquent in the payment of any rental to the undersigned unless and until said Lessee shall have received at least thirty (30) days' prior written notice of the date the undersigned acquired possession or right thereof of the demised premises.

This agreement shall be binding upon the heirs, assigns, transferees or successors in interest of the undersigned.

Dated: 11-8-68

Leonard Foster  
Leonard Foster

Ruby Foster  
Ruby Foster



STATE OF Washington ) ss.  
COUNTY OF Shoshone )

On this 29th day of November, 1968, before me, a Notary Public in and for said County and State, residing therein and duly commissioned and sworn, personally appeared Leonard Foster and Ruby Foster, personally known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

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

Donald C. Neider  
Notary Public in and for said County and State.  
My Commission expires: 4-15-72

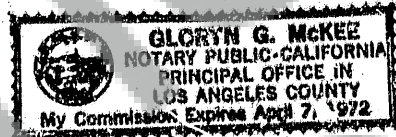


STATE OF Washington ) ss.  
COUNTY OF Shoshone )

STATE OF CALIFORNIA }  
COUNTY OF LOS ANGELES } ss.

On this 28<sup>th</sup> day of January, A.D. 1967, before me, the undersigned, a Notary Public in and for the State of California, duly commissioned and sworn personally appeared G. H. Hammen and E. H. Gelsch to me known to be the General Manager of Distribution and Assistant Secretary, respectively, of UNION OIL COMPANY OF CALIFORNIA, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument and the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed this day and year in this certificate above written.



*Gloryn G. McKee*  
Notary Public in and for the State of California, residing at Los Angeles.