

SECTION EIGHTEEN

Waivers

The failure of lessor to insist on a strict performance of any of the terms and conditions hereof shall be deemed a waiver of the rights or remedies that lessor may have regarding that specific instance only, and shall not be deemed a waiver of any subsequent breach or default in any terms and conditions.

SECTION NINETEEN

Notice

All notices to be given with respect to this lease shall be in writing. Each notice shall be sent by registered or certified mail, postage prepaid and return receipt requested, to the party to be notified at the address set forth herein or at such other address as either party may from time to time designate in writing.

Every notice shall be deemed to have been given at the time it shall be deposited in the United States mails in the manner prescribed herein.

Lessor:

Port of Skamania County
P.O. Box 413
Stevenson, WA 93648

Lessee:

Wood I Northwest, Inc.
21235 S.W. 108th
Tualatin, OR 97062

SECTION TWENTY

Assignment, Mortgage, or Sublease

Neither lessee nor his successors or assigns shall assign, mortgage, pledge, or encumber this lease or sublet the demised premises in whole or in part, or permit the premises to be used or occupied by others, nor shall this lease be assigned or transferred by operation of law, without the prior consent in writing of lessor in each instance.

SECTION TWENTY-ONE

Total Agreement; Applicable to Successors

This lease contains the entire agreement between the parties and cannot be changed or terminated except by a written instrument subsequently executed by the parties hereto. This lease and the terms and conditions hereof apply to and are binding on the heirs, legal representatives, successors, and assigns of both parties.

SECTION TWENTY-TWO

Applicable Law

This agreement shall be governed by and construed in accordance with the laws of the State of Washington.

SECTION TWENTY-THREE

Time of the Essence

Time is of the essence in all provisions of this lease.