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TERRANCE M. FROESE
Attorney at Law
P.O. Box 999
Anacortes, WA 98221

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Skagit County Auditor
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LAND TITLE COMPANY OF SKAGIT COUNTY

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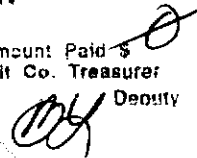
RIGHT OF FIRST REFUSAL

GRANTOR: FRED W. MINER
1605 6th
Anacortes, WA 98221

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

GRANTEE: WALTER J. MINER
4027 29th Ave. W.
Seattle, WA 98199

JAN 22 2003

Amount Paid \$
Skagit Co. Treasurer:
By  Deputy

Tax Parcel No.'s: P55893; 37721400040018

Legals: Anacortes Lot 3 and the E1/2 of Lot 4 BLK 140

RECITALS:

A. Grantor is the owner of real property commonly known as 1605 6th, Anacortes, Washington (the "grantor parcel"), more fully described on Exhibit "A", attached hereto and incorporated herein by reference.

B. The purpose of this agreement is to grant Grantee a right of first refusal to purchase the Grantor parcel.

NOW, THEREFORE, it is hereby agreed as follows:

1. RIGHT OF FIRST REFUSAL:

For love and affection, Grantor grants and conveys to Grantee a right of first refusal to purchase the grantor parcel, including any improvements thereon.

a. If Grantor receives a written offer for sale of the premises, before accepting or rejecting the offer, Grantor shall first give written notice to Grantee and provide a copy of the offer to Grantee. The offer must contain all material terms relating to the proposed purchase and sale, including but not limited to, the name and address of the proposed purchaser and the price and terms.

b. For twenty (20) days after notice is received by Grantee, Grantee shall have the option to purchase the premises upon the terms set forth in the offer.

c. If such option is not exercised by Grantee, Grantor may sell premises in accordance with the terms and conditions and to the person(s) described in the offer.

2. NOTICE:

Any notice required to be given hereunder or any notice to be given by law shall be in writing and may be given by personal delivery or by certified mail, addressed to the parties at their addresses set forth above or such other address as they shall provide to the other party in writing, or to either of them in any other manner prescribed or authorized by law. All notices given hereunder shall be conclusively deemed received on the third day, excluding Sundays, following the date of posting in the United States Mail, if such notice is given by mail.

3. LITIGATION EXPENSE:

In the event it is necessary to interpret or enforce any provisions of this Agreement, including enforcement of payments due for repair and maintenance, the prevailing party therein shall be entitled to a reasonable attorney's fee in any trial proceeding or appeal thereof, to



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be set by the arbitration panel or the court, in addition to costs and disbursements allowed by law.

4. ARBITRATION:

Except for injunctive relief, any dispute arising between the parties to this agreement regarding the rights, terms or conditions therein contained shall be submitted to the Judicial Arbitration and Mediation Service (JAMS), Seattle, Washington for binding arbitration. Using the American Arbitration Association rules for arbitration, JAMS shall render a decision which decision may be entered into a Skagit County, State of Washington, Superior Court Judgment by any party and so enforced.

5. BINDING ON HEIRS AND SUCCESSORS:

This agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties.

6. PARTIAL INVALIDITY:

Should any provision of this Agreement be held by a court of competent jurisdiction to be either invalid, void, or unenforceable, the remaining provisions of this agreement shall remain in full force and effect unimpaired by the holding.

7. TIME OF ESSENCE:

Time is expressly declared to be of the essence in this agreement.

8. LAW:

This agreement shall be governed by, construed and enforced in accordance with the laws of the State of Washington, irrespective of the fact that any one of the parties is now or may become a resident of a different state. Venue for any action under this agreement shall lie in Skagit County, Washington.

9. PARTIES AND SUCCESSORS:

This agreement shall inure to the benefit of, and be binding upon the parties, their successors and assigns.



Exhibit A

Lot 3 and the East half of Lot 4, Block 140, "Map of the City of Anacortes", as per plat recorded in Volume 2 of Plats, page 4, records of Skagit County, Washington.



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