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Skagit County Auditor

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Return Address

DORSEY & WHITNEY LLP
 1420 Fifth Avenue, Suite 3400
 Seattle, Washington 98101
 Attention: Jaime L. Neal, Esq.

LAND TITLE OF SKAGIT COUNTY

112321-SE

Document Title(s) (or transactions contained therein):

1. Lease Termination Agreement
- 2.

Reference Number(s) of Documents assigned or released:
 (on page ___ of documents(s))

Grantor(s) (Last name first, then first name and initials):

1. Port of Skagit County
- 2.
3. Additional names on page ___ of document.

Grantee(s) (Last name first, then first name and initials):

1. CC Beverage (U.S.) Corporation
- 2.
3. Additional names on page ___ of document.

Legal description (abbreviated: i.e. lot, block, plat or section, township, range)

Lot 21, "Hopper Road Business Park"

Full legal is on page 5 of document.

Assessor's Property Tax Parcel/Account Number

P116594; P115481

LEASE TERMINATION AGREEMENT

This Lease Termination Agreement (the "Agreement"), is made and entered into this 29th day of June, 2004, by and between the PORT OF SKAGIT COUNTY, a municipal corporation ("Landlord"), and CC BEVERAGE (U.S.) CORPORATION, a Washington corporation ("Tenant").

RECITALS

A. Landlord and Tenant are parties to that certain Lease Agreement, dated February 1, 1999, and recorded July 17, 1999 under Skagit County Auditor's File No. 9906170089, as amended by the First Amendment to Lease, dated May 10, 2000 and recorded under Skagit County Auditor's No. 200005100049, and as further amended by the Second Amendment to Lease Agreement dated February 26, 2002 and recorded under Skagit County Auditor's No. 2002002260119* (as so amended or otherwise modified, the "Lease").
*re-recorded under #200404260096

B. The Lease relates to the real property located in Skagit County, Washington and more particularly described on Exhibit A attached hereto (the "Real Property").

C. The parties acknowledge that, pursuant to related transactions, the Tenant will sell the buildings and improvements located on the Real Property, and the Landlord will sell a portion of the Real Property, to Sakuma Commercial, LLC, a Washington limited liability company (collectively, the "Real Estate Sale"). The parties further acknowledge that Landlord may sell another portion of the Real Property to another buyer in an unrelated transaction.

D. Tenant's rent under the Lease including Leasehold Excise Tax is \$3,526.95 per month, or \$117.57 per day. Tenant owes Landlord a total \$3,632.76 in late charges and will owe rent under the Lease after June 30, 2004.

E. The parties desire to terminate the Lease upon the recordation of this Agreement in the real property records of Skagit County, Washington.

NOW THEREFORE, in consideration of the preceding recitals and of the foregoing, the parties agree as follows:

1. Termination. The Lease shall terminate upon the recordation of this Agreement in the real property records of Skagit County, Washington (the "Termination Date").

2. Prerequisites to Recordation. The parties shall authorize Land Title Company, as escrow agent for the parties to the Real Estate Sale (the "Escrow Agent"), to record this Agreement only upon the closing of the entire Real Estate Sale and when the Escrow Agent is able to record documents which will allow the Escrow Agent to delete Special Exceptions numbered 5 and 9 from its Preliminary Commitment to issue title insurance, Order No. 112342-SE, dated May 26, 2004, as supplemented by Supplement #1 Title Report, dated June 1, 2004, by Supplement #2 Title Report, dated June 9, 2004, Supplement #3 Title Report, dated June 10, 2004, by Supplement #4 Title Report, dated June 11, 2004 and by Supplement#5 Title Report, dated June 22, 2004. Further, the Escrow Agent shall withhold from Tenant's proceeds and disburse to Landlord from closing of the Real Estate Sale an amount equal to \$3,632.76 plus



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117.57 per day ("Rent Per Diem") for each day after June 30, 2004 until the date of closing of the Real Estate Sale; *provided*, that no Rent Per Diem shall be due or payable to Landlord to the extent any delay in the closing of the Real Estate Sale beyond June 30, 2004 is caused solely by an act or omission of Landlord.

3. Vacation of the Premises. As of the Termination Date, Tenant shall vacate the Real Property.

4. Tenant's Interim Obligations. All of the provisions of the Lease shall remain in effect through the Termination Date, including, but not limited to, Tenant's obligations to pay rent and maintain the Premises in accordance with the provisions of the Lease.

5. Continuing Obligations of Tenant. After the Termination Date, Tenant shall have no further obligations under the Lease.

6. Governing Law. This Agreement shall be governed by the laws of the state of Washington.

7. Attorney's Fees. In the event either party hereto shall institute any action or proceeding against the other relating to the provisions of this Agreement, or any default hereunder, the unsuccessful party in such action or proceeding agrees to reimburse the successful party for the reasonable expenses of attorney's fees and paralegal fees and disbursements incurred therein by the unsuccessful party. Such reimbursement shall include all legal expenses included prior to trial, at trial and at all levels of appeal and post judgment proceedings.

8. Counterparts. This Agreement may be executed in any number of counterparts, by original or by facsimile transmission, and by different parties in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of such counterparts taken together shall constitute but one and the same instrument.

IN WITNESS WHEREOF the parties have signed this Agreement as of the date first written above.

TENANT:

CC BEVERAGE (U.S.) CORPORATION

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

By [Signature]
Print Name: Bruce E. Morley
Print Title: Secretary

JUL 06 2004

LANDLORD:

Amount Paid \$
Skagit Co. Treasurer
By [Signature] Deputy

PORT OF SKAGIT COUNTY
By [Signature]
Print Name: DEPOLD W. HELLER
Print Title: EXEC DIR



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PROVINCE OF BRITISH COLUMBIA)
) ss.
COUNTY OF VANCOUVER)

I certify that I know or have satisfactory evidence that Bruce E. Morley is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Secretary of CC BEVERAGE (U.S.) CORPORATION to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: June 29, 2004

DOUGLAS C. MORLEY
BARRISTER AND SOLICITOR
DAVIS & COMPANY
2800 - 666 Burrard Street
Vancouver, BC V6C 2Z7

Douglas Charles Morley
(Signature of Notary)

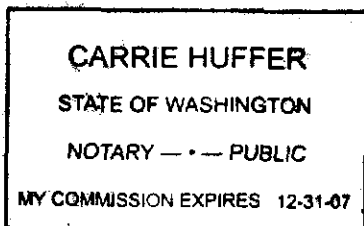
DOUGLAS CHARLES MORLEY
(Name legibly printed or stamped)

Notary Public in and for the Province of British Columbia, residing at NORTH VANCOUVER BC
My appointment is not expired.

STATE OF WASHINGTON)
 : SS
COUNTY OF SKAGIT)

On this 6th day of July 2004, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Jerald W. Heller, to me known to be the Executive Director of the Port of Skagit County, a municipal corporation, the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that he is duly authorized to execute the same.

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



Carrie Huffer
Printed Name Carrie Huffer
NOTARY PUBLIC in and for the State of Washington
Residing at: Burlington
My commission expires: 12-31-07




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EXHIBIT A

The Premises described in the referenced document are located in Skagit County, Washington and are described as follows:

Lot 21, "HOPPER ROAD BUSINESS PARK, REVISED BINDING SITE PLAN," recorded January 30, 2003, under Auditor's File No. 200301300162, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.


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