

When recorded return to:

Zylstra Beekma & Waller, P.L.L.C.
791 SE Barrington Drive
Oak Harbor, Washington 98277



200710220124
Skagit County Auditor

10/22/2007 Page 1 of 19 11:57AM

POOR ORIGINAL

LAND TITLE OF SKAGIT COUNTY
127020-5

ASSIGNMENT OF LEASE

| | |
|-------------------------------|--|
| Reference No. : | Lease not recorded |
| Grantor: | Skinner, Christon C., Commissioner |
| Grantee: | Rodriguez, Hilda C. |
| Legal Description: | Tract A City of Burlington SP No. 1-88 |
| Additional Legal Description: | Page 4(Exhibit A) |
| Assessor's Tax Parcel No: | 3867-000-050-0401 |

THIS ASSIGNMENT OF LEASE, hereafter referred to as "Assignment" is executed between Christon C. Skinner, Commissioner appointed in judgment entered June 1, 2007, in Skagit County Superior Court Case No. 06-2-02134-0, pursuant to RCW 6.28, hereafter referred to as "Assignor" and Hilda Rodriguez, hereafter referred to as "Assignee".

RECITALS

1. Christon C. Skinner is Commissioner appointed in judgment entered June 1, 2007, in Skagit County Superior Court Case No. 06-2-02134-0, pursuant to RCW 6.28.
2. Andres Rodriguez, Elia Rodriguez and Hilda Rodriguez are Landlords under a commercial lease, hereafter referred to as the "*Lease*".
3. Hilda Rodriguez is Tenant under the *Lease*.
4. The property being leased is located in Burlington, Skagit County, Washington, and is more particularly described on Exhibit A attached hereto.
5. A copy of the *Lease* is attached hereto as Exhibit B.

6. Pursuant to judgment entered June 1, 2007, in Skagit County Superior Court Case No. 06-2-02134-0, Assignor has determined to assign to Assignee all right, title and interest of Andres Rodriguez and Elia Rodriguez as Landlord under the *Lease*.
7. Assignee desires to assume all of the rights and obligations of Andres Rodriguez and Elia Rodriguez as Landlords under the *Lease*.

ASSIGNMENT

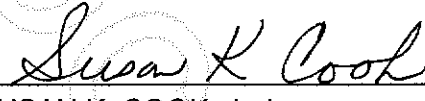
PURSUANT to judgment entered June 1, 2007, in Skagit County Superior Court Case No. 06-2-02134-0, the parties agree as follows:

1. Assignor assigns all right, title and interest of Andres Rodriguez and Elia Rodriguez as Landlords under the *Lease* to Assignee.
2. Assignee accepts the foregoing *Assignment* and agrees to assume all of the various commitments, obligations and liabilities of Andres Rodriguez and Elia Rodriguez under the *Lease*, which arise on or after the date of this *Assignment* and Assignee agrees to defend and indemnify Assignor from any liability, damages and expenses incurred by Assignor by reason of failure of Assignee to perform and discharge all of the commitments, obligations and liabilities assumed from Andres Rodriguez and Elia Rodriguez or Assignor.


ASSIGNOR:

Examined and Approved by Court:


 CHRISTON C. SKINNER, Commissioner (Date)



 SUSAN K. COOK, Judge
 Skagit County Superior Court

ASSIGNEE:


 HILDA C. RODRIGUEZ (Date)

4939
 SKAGIT COUNTY WASHINGTON
 REAL ESTATE EXCISE TAX

OCT 22 2007

Amount Paid \$
 Skagit Co. Treasurer
 By  Deputy

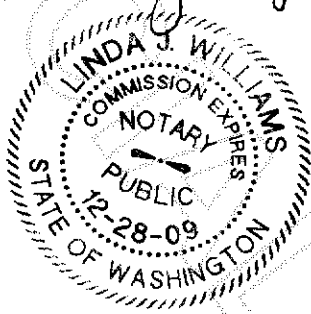


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STATE OF WASHINGTON)
(ss.
COUNTY OF ISLAND)

I certify that I know or have satisfactory evidence that Christon C. Skinner 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 as Commissioner pursuant to judgment entered June 1, 2007, in Skagit County Superior Court Case No. 06-2-02134-0 and acknowledged it as Commissioner appointed pursuant to RCW 6.28 to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 24 day of July, 2007.

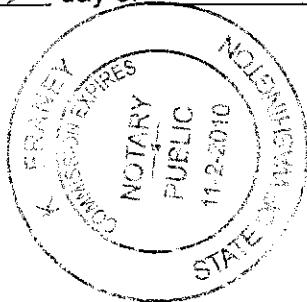


Linda J. Williams
(Signature)
Linda J. Williams
(Print Name)
NOTARY PUBLIC
My appointment expires: 12/28/09

STATE OF WASHINGTON)
(ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that Hilda C. Rodriguez is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 19th day of Oct, 2007.



K. Franey
(Signature)
K. FRANNEY
(Print Name)
NOTARY PUBLIC
My Appointment Expires: 11-02-10



EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL "A":

Tract "A" of City of Burlington Short Plat No. 1-88, approved May 4, 1988 and recorded May 5, 1988, under Auditor's File No. 8805050064 in Book 8 of Short Plats, page 35, records of Skagit County, Washington.

TOGETHER WITH a 24 foot wide easement for ingress and egress, as delineated on the face of the Short Plat, over and across a portion of Tract "B", all of the above being a portion of Tract 50, "PLAT OF THE BURLINGTON ACREAGE PROPERTY", as per plat recorded in Volume 1 of Plats, page 49, records of Skagit County, Washington.

Situate in the City of Burlington, County of Skagit, State of Washington.

PARCEL "B":

The Southeasterly 25.0 feet of The Burlington Northern and Santa Fe Railway Company's (formerly Great Northern Railway Company) 100.0 foot wide Burlington to Anacortes, Washington Branch Line right of way, being 50.0 feet wide on each side of said Railway Company's Main Track centerline, as now located and constructed upon, over and across the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 3, Township 35 North, Range 4 East, W.M., Skagit County, Washington, lying between two lines drawn parallel with and distant, respectively, 25.0 feet and 50.0 feet Southeasterly, as measured at right angles from said Main Track centerline, bounded on the East by the Westerly line of Burlington Boulevard (State Route No. 20), and bounded on the West by a line drawn parallel with and distant 330.0 feet West, as measured at right angles from the East line of said Section 31, also being the West City Limits of the City of Burlington, Washington.

Situate in the City of Burlington, County of Skagit, State of Washington.



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EXHIBIT B

LEASE

THIS LEASE dated as of the 1st day of December, 1998, is between Hilda Rodriguez, a single person, and Andres Rodriguez and Elia Rodriguez, husband and wife, (herein called "Landlord"), and Hilda Rodriguez (herein called "Tenant").

WITNESSETH

1. Premises. Landlord leases to Tenant upon the terms and conditions herein set forth, a portion of the real property situated in Skagit County, Washington, legally described as follows (herein called "Landlord's Building"):

Tract A of Burlington Short Plat No. 1-88 in Volume 8 of Short Plats, page 35 under Skagit County Auditor's File No. 88005050064.

2. Parking Rights. The premises includes certain reciprocal parking rights on Tract B of Short Plat 1-88.

3. Use of Premises. The premises shall be used for a restaurant and bar and activities incident thereto unless Landlord consents to a different use, which consent will not be unreasonably withheld.

- 3.1. Tenant shall not allow use of the premises in a manner which would increase insurance premiums or for any illegal purpose. Tenant shall comply with all governmental rules, orders, regulations or requirements relating to the use and occupancy of the premises.

4. Term. This lease shall be for a term of 10 years commencing on February 1, 1999.

- 4.1. Extension. Tenant may extend the term of this lease for a period of 5 years by



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1e 5

giving Landlord notice of intention so to do at least 6 months prior to expiration of the original term hereto, provided Tenant is not in default hereunder at the time of giving such notice or on the date of expiration of the original term hereof. Such extended term shall be upon all of the provisions applicable to the original term of this lease, other than the provisions of this Section 4 relating to extension and except the monthly rental. The rent during the extended term shall be such rent as shall be mutually agreed upon by Landlord and Tenant. If they are unable to agree, the rent shall be fixed by arbitration, as follows: (1) Andres & Elia Rodriguez shall appoint one arbitrator; (2) Hilda Rodriguez shall appoint one arbitrator; and (3) the two arbitrators shall select a third arbitrator. Each arbitrator shall be a resident of Skagit County, Washington and shall be active in the real estate or financial industry. Rent shall be set at Fair Rental Value, taking into account the use of the premises as a restaurant and lounge. The decision of the arbitrators shall be binding on the parties. The cost of arbitration shall be paid one-half by Landlord and one-half by Tenant.

5. Rental. Tenant agrees to pay Landlord, at such place as Landlord may designate in writing, rental, payable in advance on the 1st day of each and every month during the first 5 years, which rental is herein sometimes referred to as "basic rental," as follows: \$6,000.00 monthly. The rent for the second 5 years will be such rent as shall be mutually agreed upon by Landlord and Tenant. If they are unable to agree, the rent shall be fixed by arbitration, as follows: (1) Andres & Elia Rodriguez shall appoint one arbitrator; (2) Hilda Rodriguez shall appoint one arbitrator; and (3) the two arbitrators shall select a third arbitrator. Each arbitrator shall be a resident of Skagit County, Washington and shall be active in the real estate ^{or} financial industry. Rent shall be set at Fair Rental Value, taking into account the use of the premises as a restaurant and lounge. The decision of the arbitrators shall be binding on the parties. The cost of arbitration shall be paid one-half by Landlord and one-half by Tenant.



6. Quiet Enjoyment. Landlord covenants and agrees that Tenant, upon performance of all of Tenant's obligations under this lease, shall lawfully and quietly hold, occupy and enjoy the premises during the term of this lease without disturbance by Landlord or by any person having title paramount to Landlord's title or by any person claiming under Landlord, subject to the other terms and provisions of this lease and subject to all mortgages, underlying leases and other underlying matters of record to which this lease is or may become subject to any subordinate.
7. Acceptance of Premises. The taking of possession of the premises by Tenant shall constitute acknowledgment by Tenant that the premises were then in good and tenable condition and as represented by Landlord.
8. Utilities. Tenant shall, at Tenant's expense, pay for all electricity, water, sewer and garbage charges, and all other utilities and services to the premises required by Tenant.
9. Maintenance by Tenant. Tenant shall maintain in good condition the exterior and interior of the building and the parking lot, and shall perform all maintenance and repairs thereon.
10. Alterations, Repairs and Maintenance by Tenant. Tenant shall make no changes, improvements or alterations to the premises without the prior consent of Landlord. All such changes, improvements and alterations and repairs, if any, made by Tenant shall remain on the premises and shall become the property of Landlord upon the expiration or sooner termination of this lease.
- 10.1. Tenant shall keep the premises in a neat, clean and sanitary condition, and shall keep the premises and all items therein installed by Tenant in good condition, except only for reasonable wear and tear. Tenant shall maintain the interior, windows and doors.
11. Taxes. Tenant shall pay all taxes and special assignments levied against Landlord's Building. Tenant shall pay, before the same becomes delinquent, all taxes assessed against Tenant's



furniture, fixtures and equipment and other property in the premises.

12. **Signs.** Tenant will not cause or permit the display of any sign, notice or advertising matter in or about the premises of Landlord's Building which does not comply with the sign ordinance of the City of Burlington.
13. **Landlord's Access to Premises.** Landlord may inspect the premises at all reasonable times and enter the same for the purpose of repairing, altering, improving or exhibiting the same or Landlord's Building, but nothing herein shall be construed as imposing any obligation on Landlord to perform any such work.
14. **Liability Insurance.** Tenant shall, at Tenant's expense, maintain public liability and property damage insurance insuring against any and all claims for injury to or death of persons and loss of or damage to property occurring upon, in or about the premises. Such insurance shall have liability limits of not less than \$500,000.00 in respect of injury or death to any one person, not less than \$1,000,000.00 in respect of any one occurrence or accident, and not less than \$50,000.00 for property damage. All such insurance shall name Landlord and Tenant as co-insureds, with severability of interests endorsement. All such insurance shall be issued by carriers acceptable to Landlord and shall contain a provision whereby the carrier agrees not to cancel or modify the insurance without 20 days prior written notice to Landlord. On or before taking possession of the premises pursuant to this lease, Tenant shall furnish Landlord with a certificate evidencing the aforesaid insurance coverage, and renewal certificates shall be furnished to Landlord at least 30 days prior to the expiration date of each policy for which a certificate was theretofore purchased.
15. **Tenant's Fire Insurance.** Tenant shall, at Tenant's expense, maintain on all of Tenant's personal property and leasehold improvements and alterations on the premises a policy of standard fire insurance, with extended coverage, in the amount of their replacement value. All proceeds of any such insurance shall be applied to the restoration of fixtures, improvements and alterations. Any



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proceeds of such insurance remaining after such restorations shall belong to Tenant.

16. Tenant's Fire Insurance on the Building. Tenant shall, at Tenant's expense, maintain on Landlord's Building a policy of standard fire insurance with extended coverage in an amount of its replacement value. All proceeds of any such insurance shall be payable to Landlord and shall be applied to the restoration of the premises and Landlord's Building to the extent hereinafter provided in this lease. Any proceeds of such insurance remaining after such restoration shall belong to Landlord.
17. Assignment and Subletting. Neither this lease nor any rights hereunder may be assigned, transferred, encumbered or sublet in whole or in part by Tenant, by operation of law or otherwise, without Landlord's prior consent; provided, however, that such consent shall not be unreasonably withheld.
18. Damage or Destruction. If the premises or Landlord's Building are damaged or destroyed by fire or any cause other than an act or omission of Tenant, its employees, agents, invitees or licensees, Landlord shall restore the premises and Landlord's Building, except for such fixtures, improvements and alterations as are installed by Tenant, as nearly as practicable to their condition immediately prior to such damage or destruction. Tenant, at Tenant's expense, shall so restore to all such fixtures, improvements and alterations installed by Tenant. Landlord, at Tenant's expense, shall so restore the premises and Landlord's Building with respect to all damage caused by any act or omission of Tenant, its employees, agents, invitees or licensees, and Tenant agrees to reimburse Landlord upon demand for all sums extended from time to time for such restoration. The obligations to restore provided in this paragraph shall be subject to Landlord's termination rights provided below. Any restoration shall be promptly commenced and diligently prosecuted. Landlord shall not be liable for any consequential damages by reason of any such damage or destruction.

18.1. Notwithstanding any of the foregoing provisions of this Section, in the event the



premises or Landlord's Building shall be destroyed or damaged to such an extent that Landlord deems that it is not economically feasible to restore the same, then Landlord may terminate this lease as of the date of the damage or destruction by giving Tenant notice to that effect.

18.2. If Landlord undertakes to restore the premises and Landlord's Building as provided above in this Section, then commencing with the date of damage or destruction and continuing through the period of restoration, the rent for the premises shall be abated for such period in the same proportion as the untenable portion of the premises bears to the whole thereof, except that there shall be no abatement to the extent that any such damage or destruction is caused by any act or omission of Tenant, its employees, agents, invitees or licensees.

19. Liens. Tenant shall not suffer or permit any lien to be filed against Landlord's Building or any part thereof or the Tenant's leasehold interest, by reason of work, labor, services or materials performed or supplied to Tenant or anyone holding the premises or any part thereof under Tenant. If any such lien is filed against Landlord's Building or Tenant's leasehold interest, Tenant shall cause the same to be discharged or record within 30 days after the date of filing the same.
20. Indemnity by Tenant. Tenant agrees that Landlord shall not be liable for any claims for death or injury to person or damages to or destruction of property sustained by Tenant or by any other person in the premises, including, without limiting the generality of the foregoing, any claims caused by or arising from the condition or maintenance of any part of the premises of Landlord's Building, unless such damage is caused by the sole negligence of Landlord. Tenant hereby waives all claims therefore and agrees to indemnify Landlord against any such loss, damage or liability, or any expense incurred by Landlord in connection therewith, including reasonable attorney fees incurred by Landlord.
21. Default Remedies. The occurrence of any of the following events shall be deemed a breach of this



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lease, namely: if Tenant shall make an assignment for the benefit of creditors or shall file a voluntary petition under any bankruptcy act or under any other law for the relief of debtors; or if an involuntary petition is filed against Tenant under any such law and is not dismissed within 60 days after filing; or an order for relief is entered for or against Tenant under the Bankruptcy Code; or if a receiver be appointed for the property of Tenant and is not discharged or removed within 60 days; or if any department of any government or any officer thereof shall take possession of the business or property of Tenant. Upon any such occurrence Landlord, at its option, may terminate this lease by notice to Tenant and upon such termination Tenant shall quit and surrender the premises to Landlord, Tenant shall remain liable as hereinafter provided.

21.1. If Tenant shall default in performance of any of Tenant's obligations under this lease or shall violate any term or provision of this lease, or if the premises shall be left vacant or unoccupied for a period of 10 days, Landlord may, upon giving Tenant any notice required by law, terminate this lease and upon such termination Tenant shall quit and surrender the premises to Landlord, but the Tenant shall remain liable as hereinafter provided.

21.2. If this lease shall be terminated as herein provided, Landlord may immediately or any time thereafter re-enter the premises and remove any and all persons and property therefrom, by any suitable proceeding at law or otherwise, without incurring liability therefore, and re-enter the premises, without such re-entry diminishing Tenant's obligation to pay rental for the full term hereof, and Tenant agrees to pay Landlord any deficiency arising from re-entry and re-letting of the premises at a lesser rental than provided herein. Landlord shall apply the proceeds of any re-letting first to the payment of such reasonable expenses as Landlord may have incurred in recovering possession of the premises, and removing persons and property therefrom, and in putting same into good order or condition or preparing or altering the same for reletting, and all other expense incurred by Landlord for re-letting the premises; and then to Tenant's obligation



to pay rental. Any such re-letting may be for the remainder or the term of this lease or for a longer or shorter period. In any such case and whether or not the premises, or any part thereof, be re-let, Tenant shall pay to Landlord the rent and all other charges required to be paid by Tenant up to the time of such termination of this lease, and thereafter, Tenant agrees to pay the equivalent of the amount of all rent reserved herein and all other charges to be paid by Tenant, less the net proceeds of re-letting, if any, and the same shall be due and payable by Tenant monthly as the amount thereof is ascertained by Landlord, and Landlord may bring an action therefore as such monthly deficiencies arise. If any of the circumstances hereinabove mentioned, Landlord shall have the option, instead of holding Tenant liable for the amount of all the rent and all of the charges required to be paid by Tenant less the net proceeds of re-letting, if any, forthwith to recover from Tenant an aggregate sum representing, at the time of such termination of this lease, the then present worth of the excess, if any, of the aggregate of the rent and all other charges payable by Tenant hereunder that would have accrued until the end of the lease term over the aggregate rental value of the premises during such term.

22. Trade Fixtures. Tenant may install on the premises such equipment as is customarily used in the type of business conducted by Tenant on the premises. Upon the expiration or sooner termination of this lease, Tenant shall, at Tenant's expense, remove from the premises all such equipment and all such other property of Tenant and repair any damage to the premises occasioned by the removal thereof. Any property left in the premises after the expiration or sooner termination of this lease shall be deemed to have been abandoned by Tenant and become the property of Landlord to dispose of as Landlord deems expedient without accounting to Tenant therefore.
23. Condemnation. If all of the premises is taken by any public authority under the power of eminent domain, this lease shall terminate as of the date possession is taken by said public authority pursuant to such condemnation.



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23.1. If any part of the premises is so taken, and, in the opinion of either Landlord or Tenant, it is not economically feasible to continue this lease in effect, either party may terminate this lease. If any part of Landlord's Building is so taken and, in the opinion of Landlord, it is not economically feasible to continue this lease in effect, Landlord may terminate this lease. Such termination by either party shall be made by notice to the other given not later than 30 days after possession is so taken, the termination to be effective as of the later of 30 days after said notice or the date possession is so taken.

23.2. If part of the premises or part of Landlord's Building is so taken, and neither Landlord nor Tenant elects to terminate this lease, or until termination is effective, as the case may be, the rental shall be abated in the same proportion as the portion of the premises so taken bears to the whole of the premises, and Landlord shall make such repairs or alterations, if any, as are required to render the remainder of the premises tenantable.

23.3. All damages awarded for the taking or damaging of all or any part of Landlord's Building or the premises shall belong to and be the property of Landlord, and Tenant hereby assigns to Landlord any and all claims to such award, but nothing herein contained shall be construed as precluding Tenant from asserting any claim Tenant may have against such public authority for disruption or relocation of Tenant's business on the premises.

24. Notices. All notices, demands and requests to be given by either party to the other shall be in writing. All notices, demands and requests by Landlord to Tenant shall be sent by United States registered or certified mail, postage prepaid, addressed to Tenant at the following address:

Hilda Rodriguez
1113 S.W. Second Avenue
Oak Harbor, WA 98277



or at such other place as Tenant may from time to time designate by notice to Landlord. All notices, demands and requests by Tenant to Landlord shall be sent by United States registered or certified mail, postage prepaid, addressed to Landlord at:

Andres Rodriguez
1375 E. Government Street
Meridian, ID 83642

or at such other place as Landlord may from time to time designate by notice to Tenant.

25. Performance of Covenants. If Tenant shall fail to make any payment or perform any of Tenant's obligations under this lease, Landlord, without notice to or demand upon Tenant and without waiving or releasing Tenant from any obligations of Tenant under this lease, in such manner and to such extent as Landlord deems desirable. All sums so paid by Landlord and all necessary costs and expenses in connection with the performance of any such obligation by Landlord, together with interest thereon at the rate of 12% per annum, from the date of the making of such expenditure by Landlord, shall be deemed additional rent hereunder and shall be payable to Landlord on demand.
26. For Rent Signs: Showing Premises. Landlord may place "For Rent" or "For Sale" signs on the exterior of the premises and may enter the premises for the purpose of showing premises or Landlord's Building to prospective tenants, purchasers and lenders.
27. Waiver of Subrogation. Landlord and Tenant shall each procure, if obtainable without payment of an additional premium, an appropriate clause in, or an endorsement on, any policy of fire or extended coverage insurance covering the premises and Landlord's Building, and the personal property, fixtures, and equipment located in or on the premises, pursuant to which the insurance companies waive subrogation or consent to a waiver of right of recovery, and, conditioned upon a party having obtained such clauses or endorsements or waiver of subrogation or consent to a waiver of right of recovery, such party hereby agrees that it shall not make any claim against or



seek to recover from the other for any loss or damage to its property, or the property of the other, resulting from fire or other hazards covered by such insurance, notwithstanding other provisions of this lease; provided, however, that the release, discharge, exoneration and covenant not to sue herein contained shall be limited by the terms and provisions of the waiver of subrogation clauses or endorsements consenting to a waiver of right of recovery, and shall be coextensive therewith. If either Landlord or Tenant is unable to obtain such clause or endorsement, such party shall promptly give the other party notice of such inability. If either Landlord or Tenant is able to obtain such clause or endorsement only upon payment of an additional premium, such party shall promptly give the other party notice to that effect, in which event the other party shall have the right to pay such additional premium, and upon such payment, the party whose insurer required such payment shall promptly procure such clause or endorsement.

28. Priority of Tenant's Interest. This lease is and shall be prior to any encumbrance now of record or any encumbrance hereafter recorded affecting Landlord's Building. If, however, the holder of any encumbrance first in priority after non-consensual liens requires that the lease be subordinate to said encumbrance, this lease shall be subordinate to said encumbrance. Tenant shall attend to any purchaser at any foreclosure sale, or to any grantee or transferee designated in any deed in lieu of foreclosure sale; Provided, that this lease is subordinate to any deed of trust executed by Hilda Rodriguez as Grantor for Andres and Elia Rodriguez as Beneficiaries.
29. Surrender of Premises. Tenant, at the expiration or sooner termination of this lease, shall quit and surrender the premises in good, neat, clean and sanitary condition, except for reasonable wear and tear.
30. Holdover. If Tenant lawfully holds over after the expiration of the term of this lease, such tenancy shall be a month to month tenancy. During such tenancy Tenant agrees to pay Landlord the same rate of rental as provided herein and to be bound by all of the terms, covenants and conditions herein specified.
31. Rules and Regulations Concerning Parking. Tenant, and Tenant's employees, shall use the



premises and the parking areas adjacent to the premises in accordance with such reasonable rules and regulations as may from time to time be made by Landlord and Tenant's employees shall park only in those spaces which are designated by Landlord.

32. Memorandum of Lease. Unless both parties consent thereto in writing, this lease shall not be placed of record. Upon the request of either party, the Landlord and Tenant agree to sign and place of record an instrument, in recordable form, evidencing the commencement date and expiration date of this lease.
33. Force Majeure. Landlord's failure to perform any of its obligations under this lease shall be excused if due to causes beyond the control and without the fault or negligence of Landlord, including but not restricted to acts of God, acts of the public enemy, acts of any government, fires, floods, epidemics and strikes.
34. Non-Waiver. No waiver of Landlord to insist upon the strict performance of any provision of this lease shall be construed as depriving Landlord of the right to insist on strict performance of such provision or any other provision in the future. No waiver by Landlord of any provision of this lease shall be deemed to have been made unless expressed in writing and signed by Landlord. No acceptance of rent or any other payment by Landlord from Tenant after any default by Tenant shall constitute a waiver of any such default or any other default. Consent by Landlord in any one instance shall not dispense with the necessity of consent by Landlord in any other instance.
35. Attorney Fees. If any action be commenced to enforce any of the provisions of this lease, the prevailing party shall, in addition to its other remedies, be entitled to recover its reasonable attorneys fees.
36. Captions and Construction. The captions in this lease are for the convenience of the reader and are not to be considered in the interpretation of its terms.



37. Partial Invalidity. If any term or provision of this lease or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this lease, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this lease shall be valid and enforced as written to the fullest extent permitted by law.
38. Governing Law. This lease shall be governed by the laws of the State of Washington.
39. Estoppel Certificates. Landlord and Tenant agree from time to time promptly to sign, acknowledge and deliver to the other party a statement in writing certifying that this lease is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified and stating the modifications), whether any party is in default or breach of this lease or, with the giving of notice or lapse of time, or both, would be in default or breach of this lease, and the dates to which the basic rent and other charges have been paid in advance, if any.
40. Entire Agreement. This document contains the entire and integrated agreement of the parties and may not be modified except in writing signed by both parties.
41. Landlord's Consent. Except in the case of assignment or subletting, Landlord shall not unreasonably withhold its consent where such consent is expressly provided for in this lease.
42. Interpretation. This lease has been submitted to the scrutiny of all parties hereto and their counsel if desired, and shall be given a fair and reasonable interpretation in accordance with the words hereof, without consideration or weight being given to its having been drafted by any party hereto or its counsel.
43. Remedies Cumulative. The specified remedies to which Landlord may resort under the terms of this lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which Landlord may lawfully be entitled in case of any breach or threatened by Tenant

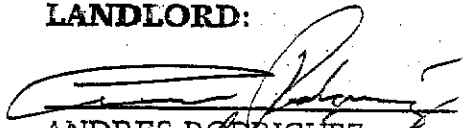


of any provision of this lease. In addition to the other remedies in this lease provided, Landlord shall be entitled to the restraint by injunction of the violation, or attempted or threatened violation, of any of the covenants, conditions, or provisions of this lease.

44. Number, Gender, Permissive vs. Mandatory Usage. Where the context permits, references to the singular shall include the plural and vice versa, and to the neuter gender shall include the feminine and masculine. Use of the word "may" shall denote an option or privilege and shall impose no obligation upon the party which may exercise such option or privilege; use of the word "shall" shall denote a duty or an obligation.
45. Lease Year. As used herein, the term "lease year" shall mean a 12 month period commencing on the date the term of this lease commences and each 12 month period commencing on each anniversary thereof.
46. Time. Time is of the essence to this lease.
47. Binding Effect. This agreement shall be binding upon the parties hereto and upon the respective executors, administrators, legal representatives, successors and assigns.

EXECUTED as of the date first above written.

LANDLORD:


ANDRES RODRIGUEZ


ELIA RODRIGUEZ


HILDA RODRIGUEZ

TENANT:


HILDA RODRIGUEZ

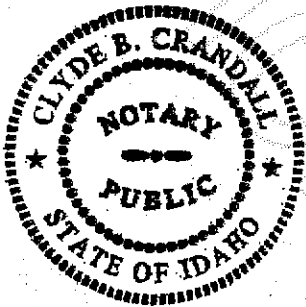


200710220124
Skagit County Auditor

STATE OF IDAHO)
(ss.
County of Ada)

I certify that I know or have satisfactory evidence that ANDRES RODRIGUEZ and ELIA RODRIGUEZ, husband and wife, are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 27 day of January, 1998⁹.

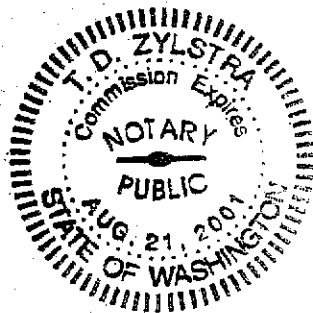


Clyde B Crandall
(Signature)
Clyde B Crandall
(Print Name)
Notary Public
My Appointment Expires: 10-13-2000

STATE OF WASHINGTON)
(ss.
County of Island)

I certify that I know or have satisfactory evidence that HILDA RODRIGUEZ is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 16 day of Feb, 1998⁹.



T. D. Zylstra
(Signature)
T. D. Zylstra
(Print Name)
Notary Public
My Appointment Expires: 8-21-01



200710220124
Skagit County Auditor