

THIRD LEASE AMENDMENT

This lease amendment made and executed as of April 1, 1990 by and between William G. Springer and Helen W. Springer (hereinafter called "lessors"), and Dennis Krantz, a single person, and George L. Beauregard, a single person, (hereinafter called "lessees"),

WITNESSETH:

WHEREAS, the lessors and lessees have previously entered into a ground lease dated May 11, 1977 and amended as of December 6, 1978 and amended a second time as of April 15, 1987 concerning certain real property located in the City of Kent, County of King, State of Washington, and

WHEREAS, the parties hereto have agreed to an alteration of the William G. Springer Short Plat which realigns an easement on the leased premises as well as lot 1, which is the subject matter of this amendment filed under King County Auditor's file #8811160349.

NOW, THEREFOR:

I

There will be added to the leased premises the following property, to-wit:

Lot 1 William G. Springer Short Plat located in the Southeast quarter of the Northeast quarter of Section 13, Township 22, Range 4 E.W.M. in the City of Kent, County of King, State of Washington, subject easements restrictions and reservations of record.

II

The rent for the entire property as of April 1, 1990 shall be the sum of \$3,870.64 per month and shall be modified as of April 1, of each year thereafter as provided in previous agreements.

III

The owner of lot 3 which enters through the easement identified in the premises shall have the right to place a sign along the easterly border of lot 1 identifying the use to which lot 3 is being put and how to get to the said lot 3 on the easement, of reasonable size and dimensions as agreed between the owner of lot 3 and the lessees. If agree cannot be reached, the matter shall be submitted to arbitration.

IV

The owner of lot 3 will develop the said property for a use that will not unreasonable adversely affect or impact the lessees operations on the leased premises. In the event that the owner of lot 3 and lessees cannot agree as to any

proposed use of lot 3 the matter shall be submitted to arbitration.

V

The use to which the property being added to the lease shall be put shall be for an amenities building and additional sleeping units and for no other use. Specifically the lessees may not erect or cause to be erected or used as a restaurant thereon.

VI

The right to lease lot 1 shall not be conveyed, assigned, or subleased unless the entire leased premises shall be assigned in accordance with the provisions of the previous agreements.

VII

The lessors shall not be required to subordinate their fee ownership of the leased premises to assist in financing by the lessees of any proposed improvements. In the event that the lessees shall be unable to obtain financing without subordination, this lease amendment shall be null and void.

VIII

Lessors have previously obtained a grade and fill permit on lot 1 upon which a \$500.00 cash performance bond has been paid. Lessees may fill and grade the property in accordance with the permit at their own cost and when completed the cash bond shall be returned to lessors. In the event that the permit has expired any renewal of it shall be at lessees sole expense.

IX

Ad Valorem real estate taxes on lot 1, payable in 1990 shall be pro-rated as of April 1, 1990 and the existing assessment on lot 1 shall be paid equally by the lessees and the lessors. Thereafter any future taxes or assessments shall be paid by the lessees in accordance with the prior agreements.

X

It is further agreed that the lease term will be extended twelve years and terminate on May 11, 2049.

XI

All other terms of the original lease and lease

amendments agreed to prior to this lease amendment shall continue in full force and effect insofar as they have not been altered by this amendment.

IN WITNESS WHEREOF the parties have hereto set their hands and seals as of April 1, 1990.

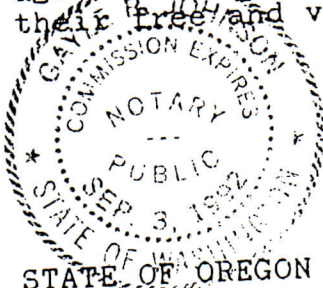
William G. Springer _____

Helen M. Springer
LESSORS:

LESSEES:

STATE OF WASHINGTON)
COUNTY OF KING)ss.

On this 4th day of May, 1990 personally appeared before me, William G. Springer and Helen M. Springer, known to me to be the lessors in the above agreement and acknowledged that they signed the same as their free and voluntary act and deed.



Wayne R. Jensen
Notary Public for the State of
Washington residing at Desquam
9-3-92

STATE OF OREGON)
COUNTY OF MULTNOMAH)ss.

On this ____ day of _____, 1990 personally appeared before me Dennis Kranz known to me to be one of the lessees in the above lease amendment and acknowledged to me that he signed the same as his free and voluntary act and deed.

Notary Public for the State of
Oregon residing at _____

