

Escrow/Title No.:377028-011

RECORDING REQUESTED BY FIRST AMERICAN TITLE INSURANCE COMPANY, AND WHEN RECORDED, RETURN TO TENANT AT:

EB&W OIL, INC.
29305 Las Terreno Lane
Valencia, California 91354
Attn: Ehab Dahabreh

(h) ARCO #: 05581
SCDB Facility No.: 29526
DOFO No.: 83135
Location: 830 Moore Street
Sedro Woolley, WA 98284



200903240060
Skagit County Auditor

3/24/2009 Page 1 of 5 1:53PM

GUARDIAN NORTHWEST TITLE CO.

FOR RECORDER'S USE

95469-2

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

MEMORANDUM OF REAL ESTATE LEASE

Tax Account Number: 350424-1-001-0004

MAR 24 2009

Abbreviated Legal Description: Lot 1 BLA Survey 9107120026A
PTN NE 1/4 OF NE 1/4, 24-35-4 E W.M.

Amount Paid \$
Skagit Co. Treasurer
By *SP* Deputy

This Memorandum of Lease (this "Memorandum") dated March 24, 2009 (for identification purposes only), is entered into by EWB PROPERTIES, LLC, a Washington limited liability company ("Landlord"), and EB&W OIL, INC., a Washington corporation ("Tenant").

1. Lease of Premises. Landlord leases to Tenant, and Tenant leases from Landlord, the real property (the "Premises") commonly known as 830 Moore Street, in the City of Sedro Woolley, County of Skagit, State of Washington, and more particularly described in the attached Exhibit "A". The tenancy will be on the terms and conditions contained in the Real Estate Lease (the "Lease") acknowledged November 5, 2008, between Landlord and Tenant. The Lease is incorporated by reference into this Memorandum.

2. Franchise Agreements. Tenant has entered into certain agreements (collectively the "Franchise Agreements") with BP West Coast Products LLC relating to the operation of Tenant's business at the Premises.

3. Lease Term and Certain Other Provisions. The term of the Lease commences on the date Landlord acquires title to the Premises (the "Commencement Date"), and expires on the later of: (a) the twentieth (20th) anniversary of the Commencement Date; or (b) the expiration date of all of the Franchise Agreements.

4. Purpose of Memorandum; Conflicting Provisions. The purpose of this Memorandum is to make the Lease a matter of public record. If a provision in this Memorandum conflicts with a provision in the Lease, the provision in the Lease will control.

5. Counterparts. The parties may sign this Memorandum in counterparts. The signature pages from the counterparts may be attached to one counterpart to form a single document, which may be recorded.

(Signatures on following page.)



LANDLORD:

EWB PROPERTIES, LLC,
a Washington limited liability company

By: _____

Ehab Dahabreh
Manager

TENANT:

EB&W OIL, INC.,
a Washington corporation

By: _____

Ehab Dahabreh
President

h#05581/SCDB#29526
2142119.2/17468.039



200903240060
Skagit County Auditor

State of California)
County of Los Angeles) ss.

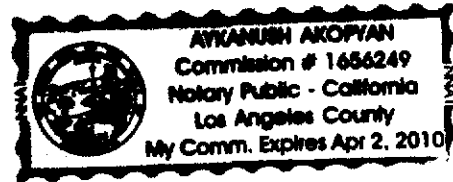
On March 17, 2009, before me, Aykanush Akopyan, a Notary Public, personally appeared **Ehab Dahabreh**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Notary Public (Seal)

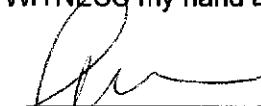


State of California)
County of Los Angeles) ss.

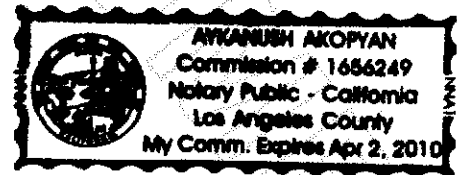
On March 17, 2009, before me, Aykanush Akopyan, a Notary Public, personally appeared **Ehab Dahabreh**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Notary Public (Seal)



h#05581/SCDB#29526
2142119.2/17468.039



200903240060
Skagit County Auditor

**EXHIBIT "A"
LEGAL DESCRIPTION**

Site #05581

LOT 1 OF BOUNDARY LINE ADJUSTMENT SURVEY RECORDED JULY 12, 1991, UNDER AUDITOR'S FILE NO. 9107120026, RECORDS OF SKAGIT COUNTY, WASHINGTON; MORE FULLY DESCRIBED AS FOLLOWS:

THAT PORTION OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST RIGHT OF WAY LINE (40 FEET FROM CENTERLINE) OF TOWNSHIP ROAD WITH THE NORTH RIGHT OF WAY LINE (75 FEET FROM CENTERLINE) OF SECONDARY STATE HIGHWAY NO. 1-A, THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID WEST RIGHT OF WAY LINE OF TOWNSHIP ROAD, A DISTANCE OF 96.58 FEET TO A POINT 120 FEET NORTH OF, AS MEASURED PERPENDICULAR TO SAID SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION; THENCE CONTINUING NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 52.00 FEET; THENCE NORTH 88 DEGREES 51 MINUTES 15 SECONDS WEST, 265.18 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 152.02 FEET TO A LINE PARALLEL WITH AND 20 FEET NORTH OF, AS MEASURED PERPENDICULAR TO, SAID SOUTH LINE OF THE NORTHEAST 1/4; THENCE SOUTH 88 DEGREES 51 MINUTES 15 SECONDS EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 188.98 FEET TO A POINT OF INTERSECTION WITH SAID NORTHERLY RIGHT OF WAY LINE (75 FEET FROM THE CENTERLINE) OF SECONDARY STATE HIGHWAY NO. 1-A; THENCE NORTH 88 DEGREES 33 MINUTES 29 SECONDS EAST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 76.20 FEET TO THE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

h#05581/SCDB#29526
2142119.2/17468.039

Exhibit A to Memorandum of Lease



200903240060
Skagit County Auditor