

Escrow/Title No.:377028-011

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

BP West Coast Products LLC  
4 Centerpointe Drive, 4<sup>th</sup> Floor  
La Palma, California 90623-1066  
Attn: Jeamilette Castro-Gallo

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



200903240063

Skagit County Auditor

3/24/2009 Page 1 of 23 1:54PM

GUARDIAN NORTHWEST TITLE CO.

95969-5

FOR RECORDER'S USE

**RIGHT OF FIRST REFUSAL AND OPTION AGREEMENT**

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

Tax Account Number: 350424-1-001-0004

Abbreviated Legal Description:

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

MAR 24 2009

Amount Paid \$  
By Skagit Co. Treasurer Deputy

This Right of First Refusal and Option Agreement (this "Agreement") dated March 24, 2009, is made by EWB PROPERTIES, LLC, a Washington limited liability company ("Owner"), and EB&W OIL, INC., a Washington corporation ("Operator"), for the benefit of BP WEST COAST PRODUCTS LLC, a Delaware limited liability company ("Holder").

**RECITALS**

A. Owner owns the fee interest in the real property located at 830 Moore Street, in the City of Sedro Woolley, County of Skagit (the "County"), State of Washington, and described in the attached Exhibit "A" (the "Real Estate").

B. In connection with signing and recording this Agreement, (i) Holder sold the Real Estate to Owner, and (ii) Owner and Operator entered into that certain Real Estate Lease dated November 5, 2008 between Owner, as landlord, and Operator, as tenant (the "Lease"). The leasehold interest created under the Lease is referred to below as the "Leasehold Interest". The deed by which Holder conveyed the Real Estate to Owner and a Memorandum of Lease placing the Lease of record will be recorded in the Official Records of the County (the "Official Records"), in that order, before this Agreement is recorded.

C. By this Agreement, Owner and Operator intend to grant to Holder certain rights to acquire the Real Estate, the Leasehold Interest, and certain other property.

D. Holder and Operator have signed a Contract Dealer Gasoline Agreement dated January 14, 2009. The Contract Dealer Gasoline Agreement will be made a matter of public record by a Memorandum of Gasoline Agreement for Dealer-Owned, Franchisee Operated Facility (the "Memorandum") encumbering the Real Estate. The Memorandum will be recorded in the Official Records immediately before this Agreement is recorded, but after the deed and the Memorandum of Lease described in Recital B are recorded. Holder and Operator have also signed an am/pm Mini Market Agreement dated January 14, 2009. (The Contract Dealer Gasoline Agreement, as it may be amended, extended, or renewed after the date of this Agreement, will be referred to below as the "Gasoline Agreement." The am/pm Mini Market Agreement, as it may be amended, extended, or renewed after the date of this Agreement, will be referred to below as the "Franchise Agreement.")

**AGREEMENT**

THEREFORE, Owner, Operator and Holder agree as follows:

1. Grant of Right of First Refusal. Owner and Operator each grant to Holder the right of first refusal (the "Right") to acquire any Offered Parcel (as defined in Section 3) in which the granting party holds an interest. The Right is governed by the terms of this Agreement and will continue for twenty (20) years after this Agreement is recorded in the Official Records (the "Right Duration"). The Right is superior to any right of first refusal that Operator might hold under the terms of the Lease, but subordinate to the right of first refusal of Holder contained in the Gasoline Agreement.

2. Procedures for Notice and Exercise.

2.1 Transfer Notice. If Owner or Operator enters into a bona fide agreement (a "Tendered Agreement") to transfer to a third party an interest in an Offered Parcel, Owner or Operator, as applicable ("Seller"), shall promptly notify Holder of the intended transfer. The notice (the "Transfer Notice") must include (a) a copy of the signed Tendered Agreement and (b) all information in Seller's possession about the ultimate beneficial owner of the third party. No one other than Seller can satisfy the obligation to give the Transfer Notice. Holder will have the right to acquire the Offered Parcel, instead of the third party.

2.2 Exercise Notice. If Holder wishes to exercise the Right for a transaction covered by a Transfer Notice, Holder must notify Seller within thirty (30) days after Holder receives the Transfer Notice. Holder's notice (the "Exercise Notice") must state that Holder elects to acquire the Offered Parcel at the price and on the other terms contained in the Tendered Agreement or at another price and on other terms that are mutually acceptable to Seller and Holder.

3. Offered Parcel; Improvements; Business Property; Related Property.

3.1 Offered Parcel. "Offered Parcel" means each of the following: (a) The Real Estate, (b) any larger parcel of real property that includes the Real Estate (a "Larger



Parcel"), or (c) the Real Estate and any parcel of real property adjacent to the Real Estate, in each of the cases described in the foregoing clauses (a) through (c) to the extent that Owner or Operator holds an interest in the subject real property. A parcel that is separated from the Real Estate only by a driveway, street, or other means of access will nonetheless be considered adjacent to the Real Estate. The Leasehold Interest is an Offered Parcel with respect to Operator.

3.2 Lease Termination; Increase in Interest. If, during the Right Duration, Operator's or Owner's interest in an Offered Parcel is a leasehold interest and that party proposes to enter into an agreement with the landlord of the Offered Parcel terminating the Lease, the proposed termination will be considered a proposed transfer by Operator or Owner (as the case may be) of the leasehold interest to the landlord. And if, during the Right Duration, Operator's or Owner's interest in an Offered Parcel increases from an interest less than the entire fee interest to a greater interest, the Right will thereafter apply to Operator's or Owner's increased interest in the Offered Parcel.

3.3 Definition of Land, Improvements, and Business Property. "Land" means the land in which a fee interest, leasehold interest, or any other interest exists, in a case where that interest is part of an Offered Parcel. "Improvements" means all improvements on or under the Land. "Business Property" means all tangible and intangible personal property used in the operation of any business conducted on the Land, including without limitation supplies, resalable inventory, equipment, furniture, trade fixtures, licenses and permits.

3.4 Right Includes Related Property. "Related Property" means Improvements and Business Property. If (a) the Tendered Agreement covers both an intended transfer by Seller of the Offered Parcel and an intended transfer by Seller of any Related Property or (b) in connection with the Tendered Agreement, Seller enters into a separate agreement to transfer any Related Property, the Right will include the right to acquire the Offered Parcel and the Related Property that is to be transferred. If such a separate agreement exists, it will be considered a Tendered Agreement, and a copy of that signed separate agreement must be included in the Transfer Notice.

4. Additional Purchase Terms. If Holder's exercise of the Right is for the purchase of the Offered Parcel, the purchase will be at the price and on the other terms contained in the Tendered Agreement, but subject to the following:

(a) Variation of Terms. Seller and Holder may vary the price and other terms in any manner that is mutually acceptable to them.

(b) Closing Date. Holder will have a period of time to close the transfer of the Offered Parcel that is equal to the longer of (i) the period of time given to the third party in the Tendered Agreement, but the period will begin on the date of the Exercise Notice, or (ii) 60 days after the opening of the Escrow (as defined in Section 8).

(c) Price Allocation When Larger Parcel or Adjacent Parcel Is Offered. If (i) the Right is for the purchase of a Larger Parcel and (ii) the purchase price in the Tendered Agreement is allocated between Seller's interest in the Real Estate and



Seller's interest in the remainder of the Larger Parcel, Holder may buy Seller's interest in the Real Estate and not Seller's interest in the remainder by paying only the consideration allocated to Seller's interest in the Real Estate. Or if (A) the Right is for the purchase of a Larger Parcel and (B) the purchase price is not so allocated, Holder may buy only Seller's interest in the Real Estate by paying consideration that is equitable for only that interest, considering the total purchase price to be paid by the third party for that interest and Seller's interest in the remainder. If Seller and Holder fail to agree on an equitable amount, that amount will be determined under Section 10. The above principles of this Section 4(c) will apply in like manner if the Right is for the purchase of Seller's interest in the Real Estate and Seller's interest in a parcel adjacent to the Real Estate.

(d) Price Allocation When Business Property Is Offered. If (i) the Right is for the purchase of both the Offered Parcel and any Business Property and (ii) the purchase price in the Tendered Agreement is allocated between the Offered Parcel and the Business Property, Holder may buy the Offered Parcel and not the Business Property by paying only the consideration allocated to the Offered Parcel. Or if (A) the Right is for the purchase of both the Offered Parcel and any Business Property and (B) the purchase price is not so allocated, Holder may buy only the Offered Parcel by paying consideration that is equitable for only the Offered Parcel, considering the total purchase price to be paid by the third party for the Offered Parcel and the Business Property. If Seller and Holder fail to agree on an equitable amount, that amount will be determined under Section 10.

(e) Cash Instead of Delayed Payment Terms. If the Tendered Agreement provides for delayed payment terms, Holder may pay the total purchase price in cash at the closing of the purchase.

(f) Noncash Consideration. If the Tendered Agreement provides for any noncash consideration, Holder may pay cash equal to the fair market value of the noncash consideration, as agreed to by Seller and Holder or as determined under Section 10.

(g) Environmental Indemnification. If Holder acquires an Offered Parcel covered by a Transfer Notice, the person transferring the Offered Parcel to Holder ("Transferor") shall sign an indemnification agreement containing the following provision:

Transferor shall indemnify and defend Holder from all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) that Holder incurs arising from any environmental contamination occurring or hazardous materials existing at the real property that Transferor is concurrently conveying to Holder (the "Real Property"), to the extent that the contamination or hazardous materials (i) are present at concentrations that any governmental agency will require to be remediated or otherwise are not in compliance with all applicable statutory and regulatory requirements and (ii) are known or discovered



before Holder begins its operations at the Real Property. This agreement to indemnify and defend will survive the closing of Transferor's transfer of the Real Property to Holder.

5. Offer to Lease or Sublease. The Right includes the right to match the terms of any lease or sublease that Owner or Operator enters into during the Right Duration covering (a) an Offered Parcel or (b) part of any Offered Parcel when that part includes all or part of the Real Estate. The Right will exist whether the leasehold or subleasehold is to begin during or after the Right Duration.

6. Seller's Transfer Rights. If Holder does not exercise the Right for a transaction covered by a Transfer Notice, Seller may then transfer the interest in the Offered Parcel and any Related Property to the third party but (a) only for the price and on the other terms contained in the Tendered Agreement; (b) only to the third party named in the Tendered Agreement; (c) only within one hundred twenty (120) days after Holder receives the Transfer Notice; and (d) subject to Holder's rights under this Agreement, which will continue with respect to each future intended transfer of an Offered Parcel by any owner or tenant of the Offered Parcel. Any change in (i) the identity of the third party or the ultimate beneficial owner of the third party or (ii) in the price or other terms of the Tendered Agreement will give rise to a new Right exercisable by Holder.

7. Survival of Holder's Rights. Holder's failure to exercise the Right with respect to a Tendered Agreement covered by a Transfer Notice will not relieve Seller from the obligation to comply with this Agreement in connection with any later Tendered Agreement that Seller enters into during the Right Duration. Holder may void any transfer that Seller makes without complying with this Agreement or the Franchise Agreement. To exercise this right to void a transfer, Holder must give an Exercise Notice within thirty (30) days after Holder receives actual notice of the intended or consummated noncomplying transfer and the complete terms of the transfer.

8. Escrow. If Holder exercises the Right, Seller shall apply to a title insurance company ("Escrow Agent") acceptable to Holder for a preliminary title report on the condition of title of the Offered Parcel and any Improvements that Holder is buying. Seller and Holder shall promptly sign escrow instructions and open escrow (the "Escrow") with Escrow Agent. Despite anything to the contrary in the Tendered Agreement or elsewhere:

(a) Transfer Document and Title Insurance. Seller shall provide Escrow Agent with a deed, assignment of leasehold interest, or other appropriate document transferring title to the Offered Parcel and any Improvements that Holder is buying, free of encumbrances, except those that Holder elects to accept. Seller shall provide Holder with an ALTA Standard Coverage Owner's or Leasehold (as appropriate) Policy of Title Insurance insuring title, subject only to the printed exceptions of the policy and those encumbrances that Holder elects to accept. The policy must be issued by an insurer acceptable to Holder and have a liability amount equal to the purchase price of the Offered Parcel and any purchased Improvements. Closing will be considered effected when the transfer documents are recorded on the Official Records.



(b) Taxes and Rent. Taxes, rentals, and other items of income and expense related to the Offered Parcel or any purchased Improvements will be prorated as of the date that the Escrow closes.

(c) Closing Costs. Seller and Holder shall each pay one half of Escrow Agent's fee for handling the Escrow. Seller shall pay the premium for Holder's title insurance policy. Seller and Holder shall pay all other closing costs in accordance with the custom in the county where the Real Estate is located. But if there is no custom for a particular closing cost, each shall pay one half of that cost.

9. Entity Changes.

9.1 Triggering Events. Each of the following events (each, a "Triggering Event") will be considered a transfer of all Offered Parcels and Related Property that Owner or Operator (each, "Deemed Seller") owns or leases at the time of the Triggering Event:

(a) Change in Ownership Interests. A sale, assignment, other disposition, hypothecation, encumbrance, or change in vesting of (i) an ownership, voting, or economic interest (including, without limitation, shares of stock in a corporation, a partnership interest in a general or limited partnership, or a membership interest in a limited liability company) in Deemed Seller or in a person that holds, directly or indirectly, an ownership, voting, or economic interest in Deemed Seller (a "Constituent Owner") or (ii) a consolidation or merger of Deemed Seller or a Constituent Owner, whether voluntarily, involuntarily, by operation of law, or otherwise;

(b) Disposition of Assets. A sale, lease, assignment, or other disposition of all or substantially all of Deemed Seller's assets; or

(c) Signing of Agreement. The signing of an agreement to enter into a transaction described in Section 9.1(a) or (b).

Deemed Seller shall give written notice to Holder at least thirty (30) days before the consummation of the events described in Section 9.1(a) or (b), and concurrently with the event described in Section 9.1(c).

9.2 Purchase at Fair Market Value. Each Triggering Event will give rise to the Right entitling Holder to purchase all the Offered Parcels and Related Property owned by Deemed Seller (a) at a price equal to their fair market value, as agreed to by Deemed Seller and Holder or as determined under Section 10, and (b) on any other applicable terms contained in any agreement to enter into the Triggering Event.

10. Valuation Disputes.

10.1 Appointing Appraisers. If Seller and Holder cannot agree on: (a) the equitable amount under Section 4(c) or 4(d); (b) the value of the noncash consideration under Section 4(f); or (c) the fair market value under Section 9.2, the amount or value (the "Value") will



be determined under this Section 10. Within fifteen (15) days after Seller or Holder receives a demand from the other for an appraisal under this Section 10, Seller and Holder shall each appoint an appraiser who is a Qualified Appraiser (as defined in Section 10.4). If one of them fails to appoint an appraiser, the appraiser appointed by the other will determine the Value. (For purposes of this Section 10, "Seller" includes "Deemed Seller.")

10.2 Determination of Value. If two appraisers are appointed and they fail to agree on the Value, each appraiser must set forth his determination in writing, together with his opinion and the considerations on which his opinion is based; and he must deliver a signed copy to Seller and Holder within thirty (30) days after his or her appointment. If the lower of the two determinations is at least ninety percent (90%) of the higher, the Value will be the average of the two determinations. If not, then within ten (10) days after Seller or Holder requests the two appraisers to do so, they must nominate a third appraiser who is a Qualified Appraiser. Within ten (10) days after appointment, the third appraiser must then select one of the two determinations as being the same as or the closer to the amount that such third appraiser determines as the Value; and the selected determination will be the Value.

10.3 Appraisal Fees. Seller and Holder shall each bear the cost of the appraiser that it appoints and one half of the cost of the third appraiser.

10.4 Qualified Appraiser. "Qualified Appraiser" means a member of the Appraisal Institute who (a) is unaffiliated with Owner, Operator, Holder, and the third party under the Tendered Agreement and (b) has at least five-years' full-time experience in appraising commercial real property in the area of the Real Estate. If the Appraisal Institute ceases to exist, a reasonably comparable, nationally recognized organization of real estate appraisers will be substituted in the definition of Qualified Appraiser.

11. Grant of Purchase Option. Owner grants to Holder the right to buy ("Purchase Option") the Real Estate, Improvements and any Business Property owned by Owner (collectively the "Option Property"), upon the early termination of the Lease, the Gasoline Agreement, or the Franchise Agreement. The Purchase Option will be in effect during the period beginning on the date this Agreement is recorded ("Recordation Date") in the Official Records of the county in which the Option Property lies and end on the earlier of (a) the twentieth (20<sup>th</sup>) anniversary of the Recordation Date or (b) the Option Early Termination Date (as defined below). The Purchase Option is superior to any purchase option that Operator might hold under the terms of the Lease.

11.1 Option Consideration. The price that Holder has accepted from Owner for Holder's conveying the Real Estate to Owner is less than the price that Holder would have required if Owner did not grant the Purchase Option to Holder; and the difference between those two prices is the consideration for Owner's granting the Purchase Option.

11.2 Exercise Notice. If the Lease is terminated at any time before its originally scheduled expiration date, Owner and Operator shall each immediately give Holder written notice of the termination (the "Lease Termination Notice"). If the Gasoline Agreement or the Franchise Agreement is terminated at any time before the originally scheduled expiration date, Holder shall immediately give Owner written notice of the termination ("BP Termination Notice"). Holder may exercise the Purchase Option by giving Owner and Operator written notice of Holder's exercise of



the Purchase Option (the "Exercise Notice") within sixty (60) days ("Exercise Period") after the date (a) Holder receives the Lease Termination Notice or (b) the termination of the Gasoline Agreement or Franchise Agreement becomes effective. During the Exercise Period, Holder and its agents, employees, contractors, and consultants may enter on the Real Estate to conduct reasonable and customary environmental assessments and tests of the Real Estate.

11.3 Early Termination of Option; Termination Document. If Holder does not exercise the Option within the Exercise Period, the Purchase Option will terminate on the day after the Exercise Period expires ("Option Early Termination Date"). Upon Owner's written request made after the Option Early Termination Date, Holder shall sign, acknowledge, and deliver to Owner a recordable document confirming that the Purchase Option has terminated.

11.4 Real Estate Value. Holder shall have the option to purchase the Real Estate at a price equal to its fair market value as agreed to by Holder and Owner, or failing their agreement, as determined in accordance with Sections 11.6 and 11.7 below (the "Real Estate Value").

11.5 Business Property Value. Holder shall have the option to purchase the Business Property (if any is owned by Owner) at a price equal to its fair market value as agreed to by Holder and Owner, or failing their agreement, as determined in accordance with Sections 11.6 and 11.7 below (the "Business Property Value").

11.6 Appointing Appraisers. If Holder and Owner cannot agree on the Real Estate Value or, if applicable, the Business Property Value, the Real Estate Value and Business Property Value will be determined in accordance with the appraisal procedures contained in this Section 11. Within fifteen (15) days after Holder or Owner receives a demand from the other for an appraisal in accordance with this Section 11.6, Holder and Owner shall each appoint a Qualified Appraiser (as defined in Section 10.4). If one of them fails to timely appoint a Qualified Appraiser, the Qualified Appraiser appointed by the other will determine the Real Estate Value and Business Property Value.

11.7 Determination of Values. If only one appraiser is appointed, the appraiser must deliver a signed report (an "Appraisal Report") to Holder and Owner within thirty (30) days after his appointment. An Appraisal Report must set forth the appraiser's determination of the Real Estate Value and Business Property Value and the considerations on which his opinion is based. If two appraisers are appointed and they agree on the Real Estate Value and Business Property Value, they must deliver a signed joint Appraisal Report to Holder and Owner within thirty (30) days after the appointment of the second appraiser. If two appraisers are appointed and they fail to agree on the Real Estate Value, Business Property Value, or both, each appraiser must deliver his signed Appraisal Report to Holder and Owner within thirty five (35) days after his appointment. If the lower of either appraiser's determinations as to Real Estate Value and Business Property Value is at least ninety percent (90%) of the higher, the applicable value will be the average of the two determinations. If not, then within ten (10) days after Holder or Owner requests the two appraisers to do so, they must mutually appoint a third appraiser who is a Qualified Appraiser. Within ten (10) days after appointment, the third appraiser must select one of the two determinations as being the same as or closer to the amount that such third appraiser determines as the Real Estate Value and/or the Business Property Value; and the selected determination will be the value to be used herein.



11.8 Appraisal Fees. Holder and Owner shall each bear the cost of the appraiser that it appoints and one-half of the cost of the third appraiser.

11.9 Excluded Business Property. Holder may elect not to buy all or part of the Business Property. If Holder wishes to exercise this election, Holder must give notice to Owner on or before the fifth day before Escrow closes. Holder's notice must (a) state that it is electing not to buy the Excluded Business Property and (b) identify the items of the Excluded Business Property with sufficient particularity to allow Owner to remove from the Real Estate the items of the Excluded Business Property that are tangible personal property. Owner shall remove those items of tangible personal property from the Real Estate within two business days before Escrow closes.

11.10 Escrow and Closing Date. The Transaction will occur through an escrow with Escrow Agent. The escrow will close on or before the later of (a) the 90th day after the date on the Exercise Notice is given ("Exercise Date"), (b) the date on which Holder receives notice from the applicable governmental authority that the authority has transferred to Holder (or an affiliate of Holder) any Alcoholic Beverage License that is included in the Business Property, or (c) the tenth (10<sup>th</sup>) business day following the final determination of the Real Estate Value (pursuant to the provisions of Section 11.4).

11.11 Escrow Procedures. If Holder exercises the Purchase Option, Holder and Owner shall promptly sign escrow instructions and open the escrow ("Escrow"). Owner shall request Escrow Agent to obtain a preliminary title report on the condition of title of the Real Estate from a title company with which Escrow Agent is authorized to transact business ("Title Company"). The following will apply to the consummation of the Transaction through the Escrow:

(a) Deed and Title Insurance. Owner shall provide Escrow Agent with a deed conveying title to the Real Estate, free of encumbrances, except those that Holder elects to accept. Owner shall provide Holder with an ALTA Standard Coverage Owner's Policy of Title Insurance insuring title, subject only to the printed exceptions of the policy and those encumbrances that Holder elects to accept. The policy must be issued by the Title Company (or another insurer acceptable to Holder) and have a liability amount equal to the portion of the purchase price of the Option Property ("Purchase Price") that is attributable to the Real Estate. Closing will be considered effected when the County Recorder accepts the deed for recording.

(b) Bill of Sale. Owner shall provide Escrow Agent with a bill of sale conveying title to the Business Property (if any) to Holder, free of encumbrances.

(c) Taxes and Rent. Taxes, rentals, and other items of income and expense related to the property that Holder is buying will be prorated as of the date that Escrow closes.

(d) Closing Costs. Owner and Holder shall each pay one half of the Escrow Agent's fee for handling the Escrow. Owner shall pay the premium for Holder's



title insurance policy. Owner and Holder shall pay all other closing costs in accordance with the custom in the County. But if there is no custom for a particular closing cost, each shall pay one half of that cost.

(e) Extended Coverage Title Policy; Survey. Notwithstanding the provisions of Section 11.11(a), Holder may require that the title policy be an ALTA extended coverage owner's policy of title insurance ("Extended Coverage Title Policy"). In that event, Holder shall (i) obtain and provide to the title insurer any survey that the title insurer might require in order to issue the title policy as an Extended Coverage Title Policy and (ii) pay the increase in the premium attributable to the extended coverage. Within three days after the Escrow opens, Owner shall send to Holder a copy of the most recent survey (if any) of the Real Estate that Owner has in its possession.

(f) Deductions by Holder. Holder may deduct from the Purchase Price or from any other amounts that Holder is required to pay to Owner in connection with the Transaction any or all of the following: (i) Any trade payables or other amounts that an Owner Entity (defined below) owes to Holder or any of its affiliates with respect to (A) the operation of the business conducted at the Real Estate or (B) all or any part of the Real Estate, (ii) any transfer fee that an Owner Entity is required to pay to Holder under any of the Dealer Agreements pertaining to the business conducted at the Real Estate, (iii) the unpaid balance of principal and accrued interest on any loan that is payable to Holder or any of its affiliates and that is secured, wholly or partially, by any property that Holder is buying in the Transaction, whether or not the deducted amounts would otherwise be due when Escrow closes and (iv) the unpaid balance of principal and accrued interest on, and all other amounts due in connection with, any Secured Obligation (as defined in Section 17) as of the date that Escrow closes. For purposes of this Agreement, an Owner Entity is individually and collectively, (1) every Constituent Owner and (2) each person that controls a Constituent Owner, is controlled by a Constituent Owner, or is under common control with a Constituent Owner, in each case whether the control is direct or indirect.

11.12 Environmental Indemnification. If Holder acquires the Real Estate in accordance with this Agreement, the person transferring the Real Estate to Holder shall sign and deliver to Holder through the Escrow an indemnification agreement containing the following provision:

Transferor shall indemnify and defend Holder from all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) that Holder incurs arising from any environmental contamination occurring or hazardous materials existing at the Real Estate, to the extent that the contamination or hazardous materials (a) are present at concentrations that any governmental agency will require to be remediated or otherwise are not in compliance with all applicable statutory and regulatory requirements and (b) are known or discovered before Holder begins its operations at the Real Estate. This agreement to



indemnify and defend will survive the closing of Transferor's transfer of the Real Estate to Holder.

12. Grant of Lease Option. Owner grants to Holder the option to assume the tenant's rights and obligations under the Lease (the "Lease Option"), upon the early termination of the Lease, the Gasoline Agreement, or the Franchise Agreement. The Lease Option is superior to any option to lease that Operator might hold under the terms of the Lease.

12.1 Upon Termination of the Lease. If the Lease is terminated at any time before its originally scheduled expiration date, Owner and Operator shall each give Holder immediate notice of the termination (the "Lease Termination Notice"). Holder may exercise the Lease Option by giving Owner and Operator notice of Holder's exercise of the Lease Option (the "Exercise Notice") within thirty (30) days after Holder receives the Lease Termination Notice, regardless of any earlier date of Lease termination as between Owner and Operator. If Holder exercises the Lease Option, the Lease will become a direct lease between Owner, as landlord, and Holder, as tenant, upon all the Lease's terms (except as provided in Section 13 of this Agreement), commencing on the date of the Exercise Notice. But Holder will only be obligated to perform those obligations that accrue under the Lease after the date on which Owner delivers vacant possession of the Real Estate to Holder. On the date of the Exercise Notice, (a) title to (i) the underground storage tanks and gasoline lines at the Real Estate (unless owned by Owner), (ii) all furniture, equipment (including gasoline dispensers), trade fixtures, resalable inventory, and transferable licenses and permits (including any permit for the sale of beer or wine) owned or leased by Operator in connection with the operation of the business at the Real Estate, and (iii) all Operator's monitoring and maintenance records for that equipment, will automatically pass from Operator to Holder; and (b) Operator shall take all steps necessary or appropriate to transfer to Holder the interest of Operator in those items.

12.2 Upon Termination of the Gasoline Agreement or the Franchise Agreement. If the Gasoline Agreement or the Franchise Agreement is terminated at any time before the originally scheduled expiration date, and Holder desires to exercise the Lease Option, Holder shall give Owner notice of the termination and shall give Owner and Operator notice of Holder's exercise of the Lease Option (the "BP Notice") within thirty (30) days of notice of the termination. The Lease will become a direct lease between Owner, as landlord, and Holder, as tenant, upon all the Lease's terms (except as provided in Section 13 of this Agreement), commencing on the later to occur of (a) the termination date of the Gasoline Agreement or Franchise Agreement (as applicable); or (b) the date of the BP Notice. But Holder will only be obligated to perform those obligations that accrue under the Lease after the date on which Owner delivers vacant possession of the Real Estate to Holder. On the date of the BP Notice, (i) Operator's rights under the Lease will automatically terminate; (ii) title to (A) the underground storage tanks and gasoline lines at the Real Estate (unless owned by Owner), (B) all furniture, equipment (including gasoline dispensers), trade fixtures, resalable inventory, and transferable licenses and permits (including any permit for the sale of beer or wine) owned or leased by Operator in connection with the operation of the business at the Real Estate, and (C) all Operator's monitoring and maintenance records for that equipment, will automatically pass from Operator to Holder; and (iii) Operator shall take all steps necessary or appropriate to transfer to Holder the interest of Operator in those items.



12.3 Payment for Equipment. In connection with Holder's exercise of the Lease Option, Holder shall pay Operator the lower of (a) then current fair market value; or (b) Operator's then current depreciated book value for the underground storage tanks and gasoline lines at the Real Estate (unless owned by Owner), the furniture, equipment (including gasoline dispensers), and trade fixtures owned by Operator. Owner shall pay Operator seventy percent (70%) of the retail price for Operator's resalable inventory (excluding damaged, out-of-code items and/or items with Operator's logos). Operator's transferable licenses and permits and monitoring and maintenance records shall be transferred to Holder without compensation. Payment for the above items shall be made to Operator within thirty (30) days after the date on which the Lease becomes a direct lease between Owner and Holder.

12.4 Deductions by Holder. Notwithstanding the provisions of Section 12.3, Holder may deduct from the payment due to Operator, any or all of the following: (a) any trade payables or other amounts that Operator owes to Holder or any of its affiliates with respect to the operation of the business conducted at the Real Estate, (b) any transfer fee that Operator is required to pay to Holder under any of the Dealer Agreements pertaining to the business conducted at the Real Estate, (c) the unpaid balance of principal and accrued interest on any loan that is payable to Holder or any of its affiliates and that is secured, wholly or partially, by any property that Holder is buying in connection with Holder's exercise of the Lease Option, whether or not the deducted amounts would otherwise be due when Escrow closes and (d) the unpaid balance of principal and accrued interest on, and all other amounts due in connection with, any leasehold mortgage or other Lien upon Operator's Leasehold Interest in the Real Estate as of the date that Escrow closes.

13. Holder's Assignment and Sublease Rights. If Holder (a) exercises the Right with respect to the Leasehold Interest or (b) exercises the Lease Option, Holder may assign to a dealer or franchisee the Leasehold Interest and Holder's interest under the lease covering any furniture, equipment, and trade fixtures that Holder then leases from Owner (the "Leased Personal Property"), without obtaining Owner's consent. Or Holder may sublease to a dealer or franchisee the Real Estate and the Leased Personal Property, without obtaining Owner's consent. But the assignment or sublease will not relieve Holder from liability for the performance of the tenant's obligations under the Lease and under the lease covering the Leased Personal Property.

14. Amendment or Assignment of Lease. Operator and Owner shall not enter into any agreement that amends the Lease without Holder's prior written consent, which Holder shall not unreasonably withhold. If Holder does not exercise the Right with respect to an intended transfer by Operator of the Leasehold Interest, Operator shall not assign the Leasehold Interest to the intended transferee unless Holder approves the transferee. Holder shall not unreasonably withhold its approval of the transferee. Any assignment of the Leasehold Interest made by Operator without Holder's approval of the transferee will be void.

15. Notice to Holder. Owner shall give Holder prompt written notice of any default by Operator under the Lease.



16. Default on Obligations Secured by Junior Liens.

16.1 Definitions for Section 16. When used in this Section 16, each underlined, capitalized term set forth below in this Section 16.1 has the meaning set forth beside it.

- (a) Accelerated Amount: Any amount that became due on or under the Secured Obligation because Lender exercised an acceleration right arising from the Loan Default.
- (b) Default Amounts: All amounts that were added to the balance of the Secured Obligation by reason of the Loan Default, whether those amounts have been paid or remain unpaid. "Default Amounts" include, without limitation, (i) late charges, (ii) the excess of any interest that accrued at a default rate over the interest that would have accrued if Lender had not imposed the default rate, (iii) any prepayment penalty, and (iv) any interest that accrued on any of the amounts described in clauses (i) through (iii) of this sentence.
- (c) Elected Property: The items of real property and personal property that Holder intends to buy from Owner and/or Operator, as appropriate, in accordance with this Section 16 after giving a Foreclosure Exercise Notice.
- (d) Foreclosure Exercise Notice: A notice from Holder to Owner and/or Operator, as appropriate, and Lender stating that Holder elects to buy the Real Estate in accordance with this Section 16.
- (e) Foreclosure Purchase Right: The right to buy the Real Estate in accordance with this Section 16.
- (f) Lender: A person for whose benefit a particular Lien exists. "Lender" includes, without limitation, (i) the beneficiary under a deed of trust, (ii) a mortgagee, and (iii) a judgment lien holder.
- (g) Lien. A lien that (i) encumbers an interest in the Real Estate, (ii) secures a monetary obligation, and (iii) is junior to Holder's rights under this Agreement.
- (h) Lien Enforcement Notice: A notice from Lender to Holder notifying Holder of Lender's intent to enforce its Lien. The Lien Enforcement Notice must include (i) a copy of the recorded lien document, (ii) a copy of the promissory note or other document evidencing the Secured Obligation, (iii) a statement of the amount of the unpaid balance of the Secured Obligation, (iv) a description of the Loan Default, (v) an itemization of the portion of the unpaid balance of the Secured Obligation that is in default, (vi) an itemization of the Default Amounts, and (vii) a statement of any Accelerated Amount.



(i) Loan Default: The breach for which Lender intends to foreclose its Lien.

(j) Secured Obligation: The monetary obligation secured by a Lien.

16.2 Coverage of this Section 16. The provisions of this Section 16 will apply with respect to each Lien and to each Lender who holds a Lien.

16.3 Lender's Lien Enforcement Notice to Holder. Before Lender begins enforcement of its Lien (whether by private power of sale, judicial foreclosure, or otherwise), Lender shall send a Lien Enforcement Notice to Holder.

16.4 Holder's Right to Buy. Before Lender begins enforcement of its Lien, Holder will have the Foreclosure Purchase Right.

16.5 Holder's Exercise Notice to Owner and/or Operator and Lender. If Holder wishes to exercise the Foreclosure Purchase Right, Holder must send a Foreclosure Exercise Notice to Owner and/or Operator, as appropriate, and Lender within thirty (30) days after Holder actually receives the Lien Enforcement Notice.

16.6 Holder's Purchase of Real Estate. If Holder exercises the Foreclosure Purchase Right, the Foreclosure Purchase Right will include the right to buy the Real Estate (or Leasehold Interest) and all Improvements, together with any Business Property that Holder wishes to buy and in which Owner and/or Operator, as appropriate, holds an interest.

16.7 Procedures for Holder's Purchase. If Holder exercises the Foreclosure Purchase Right, the purchase and sale transaction will be consummated in accordance with the procedures described in Paragraph 8. Holder will have a period of time to close the purchase that is equal to the longer of (a) sixty (60) days after the opening of Escrow, or (b) the date on which Holder receives notice from the applicable governmental authority that the authority has transferred to Holder (or an affiliate of Holder) any Alcoholic Beverage License that is included in the purchase, but under no circumstances longer than one hundred twenty (120) days following Lender's delivery of the Lien Enforcement Notice.

16.8 Purchase Price for the Elected Property Resulting From Holder's Exercise of the Foreclosure Purchase Right; Reduction and Credits. The purchase price for the Elected Property resulting from Holder's exercise of the Foreclosure Purchase Right arising under this Section 16 will be equal to the Purchase Price, reduced by the total costs (including attorneys' fees) that Holder incurs in connection with the purchase and sale of the Elected Property. If Holder elects to buy the Elected Property subject to a lien that secures a monetary obligation other than the Secured Obligation that was the subject of the Lien Enforcement Notice, Holder will receive a credit against the Purchase Price for the unpaid balance of that monetary obligation as of the date that Escrow closes. If Holder elects to buy the Elected Property, upon the close of Escrow, the Title Company shall use the funds that Holder deposits into Escrow first to pay in full the Secured Obligation that was the subject of the Lien Enforcement Notice, including all unpaid Default Amounts.



16.9 No Impairment of Lien. Holder's exercise of the Foreclosure Purchase Right will not defeat, discharge, or impair any Lien or the Secured Obligation. No Lien will be released of record or otherwise extinguished until the Secured Obligation, including all unpaid Default Amounts, is paid in full.

17. Liens.

17.1 Coverage of this Section 17. The provisions of this Section 17 will apply with respect to each Lien and to each Lender who holds a Lien.

17.2 No Impairment of Lien. Anything in this Agreement to the contrary notwithstanding, (a) Holder's Right, Lease Option, and Purchase Option (collectively "Options") and the exercise thereof shall not defeat, discharge, or impair any Lien or Secured Obligation, and (b) in the event Holder exercises any of its Options and elects to buy or lease the Real Estate, no Lender shall be obligated to release of record its Lien unless and until the entire Secured Obligation with respect thereto is paid and discharged in full.

17.3 Option Exercise with Foreclosure. If an event shall occur entitling Holder to exercise any of the Options, and in connection therewith a Lender commences foreclosure of its Lien (after complying with Section 16), and for any reason Holder does not pay to such Lender the amount required to terminate the foreclosure within the time and in the manner required thereby, then such Lender may proceed to foreclose its Lien and the Options and all other rights of Holder under this Agreement shall automatically terminate and be of no further force and effect. Within ten (10) days after Holder's receipt of Lender's written request therefor, Holder shall execute and furnish to Lender a written release and termination of the Options and all other rights of Holder under this Agreement in recordable form and otherwise in form and substance reasonably satisfactory to such Lender, which such Lender may record in the Official Records of the County, to give record notice thereof.

17.4 Option Exercise with No Foreclosure. If an event shall occur entitling Holder to exercise any of the Options, and Holder elects to proceed with the exercise of the relevant Option, and the Real Estate (or Leasehold Interest) is subject to a Lien or Liens for which the Lender(s) does not initiate a foreclosure, Holder may elect to either: (a) direct the Escrow Agent to apply the Purchase Price first to payment in full of any or all Secured Obligations, the Lender(s) of such Secured Obligation(s) shall release of record its Lien(s), and Holder shall acquire fee title to the Real Estate free and clear of all such Secured Obligation(s), or (b) direct the Escrow Agent to apply a portion of the Purchase Price necessary to cure any defaults, if any, under any or all Secured Obligations, and Holder shall assume such Secured Obligations upon Holder's acquisition of the fee title to the Real Estate (or Leasehold Interest).

18. Notices. Notices relating to this Agreement must be in writing and sent to the addresses set forth below. But a party may change its address for notices by giving notice as required by this Section 18. A written notice will be considered given (a) when personally delivered, (b) two business days after deposit in the United States Mail as first class mail, certified or registered, return receipt requested, with postage prepaid, (c) one business day after deposit with a reputable overnight delivery service for next business day delivery, or (d) on the business day of successful transmission by electronic facsimile. The parties' addresses for notices are as follows:



To Owner: EWB Properties, LLC  
29305 Las Terreno Lane  
Valencia, California 91354  
Attn: Ehab Dahabreh  
  
Facsimile: (661) 257-6458

To Operator: EB&W Oil, Inc.  
29305 Las Terreno Lane  
Valencia, California 91354  
Attn: Ehab Dahabreh  
  
Facsimile: (661) 257-6458

To Holder: BP West Coast Products LLC  
4 Centerpointe Drive, LPR 4-411  
La Palma, California 90623-1066  
Attn: Real Estate Legal Services  
  
Facsimile: (714) 670-5314

19. Entire Agreement; Modification; Waiver. This Agreement (including any attached Exhibits) contains the entire agreement between Owner and Holder, and Operator and Holder, with respect to Holder's rights to acquire Offered Parcels. Any modification of this Agreement must be in writing and signed by all the parties to this Agreement. Any waiver of a provision of this Agreement by a party must be in writing.

20. Governing Law. The internal laws of the State of California govern this Agreement.

21. Interpretation. The captions appearing in this Agreement are for convenience of reference only, and they do not affect the meanings of the provisions of this Agreement. In this Agreement, each gender includes the other gender. Words in the singular include the plural and vice versa, when appropriate. The word "person" includes natural individuals and all other entities. The word "cost" includes any cost or expense. The word "term" includes any covenant, condition, representation, warranty, or other provision that is part of an agreement. Whenever a provision of this Agreement requires a party to this Agreement to perform an act, that person must do so at its sole cost (unless otherwise stated in connection with that provision).

22. Dates. If the date by which an event is to occur under this Agreement falls on a Saturday, Sunday, or other legal holiday under United States or California law, the event may occur on the next business day.

23. Successors and Assigns. The rights and obligations under this Agreement bind and benefit the successors and assigns of each party to this Agreement. For example, the



covenants and obligations of Owner contained in this Agreement will bind each future owner or tenant of all or part of the Real Estate; and each of those persons will be considered "Owner" under this Agreement with respect to the applicable part of the Real Estate while that person is the owner or tenant.

24. Further Acts. Each party to this Agreement shall do all things that another party reasonably requests to carry out the purpose of this Agreement.

25. Attorneys' Fees. If a dispute arises between Owner and Holder, or between Operator and Holder, with respect to this Agreement and if Holder prevails in the dispute, then Holder will be entitled to recover from Owner or Operator (as applicable) the reasonable costs and expenses that Holder incurred in enforcing its rights under this Agreement, including reasonable attorneys' fees.

26. Several Obligations. Owner's and Operator's obligations under this Agreement are several, not joint and several.

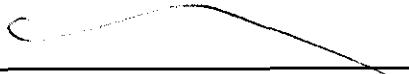
27. Counterparts. The parties may sign this Agreement in counterparts. The signature pages from the separately signed counterparts may be attached to one copy of this Agreement to form a single document.

(Signature Page Follows)



**OWNER:**

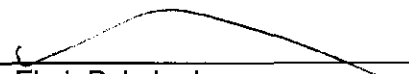
EWB PROPERTIES, LLC,  
a Washington limited liability company

By:   
Ehab Dahabreh  
Manager

Dated: 3/17, 2009

**OPERATOR:**

EB&W OIL, INC.,  
a Washington corporation

By:   
Ehab Dahabreh  
President

Dated: 3/17, 2009



**HOLDER:**

BP WEST COAST PRODUCTS LLC,  
a Delaware limited liability company

By: [Signature]  
Printed Name: Austin J. McGreal  
Printed Title: Vice President

**Attest:**

By: [Signature]  
Printed Name: Catherine A Colbert  
Printed Title: Assistant Secretary

Dated: March 24, 2009



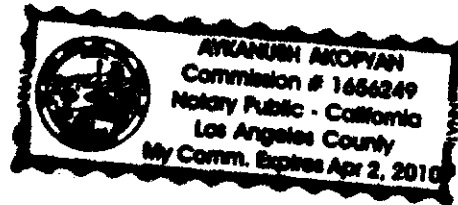
State of California )  
County of Los Angeles ) ss.

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.

[Signature] (Seal)  
Notary Public



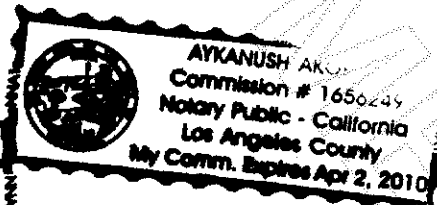
State of California )  
County of Los Angeles ) ss.

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.

[Signature] (Seal)  
Notary Public



h#05581/SCDB#29526  
2142109.2/17468.039

Right of First Refusal and Option Agreement



200903240063  
Skagit County Auditor

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Orange

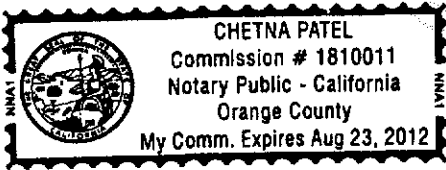
On December 11, 2008 before me, Chetna Patel, Notary Public

DATE

Name, Title Of Officer - E.G., "Jane Doe, Notary Public"

personally appeared Austin J. McGreal.

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 instruments.



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.

*Chetna Patel*

Signature of Notary

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

- INDIVIDUAL
- CORPORATE OFFICER

VICE PRESIDENT

- PARTNER(S)       LIMITED
- GENERAL

- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER:

\_\_\_\_\_  
TITLE OR TYPE OF DOCUMENTS

\_\_\_\_\_  
NUMBER OF PAGES

\_\_\_\_\_  
DATE OF DOCUMENTS

**SIGNER IS REPRESENTING:**

NAME OF PERSON(S) OR ENTITY(IES)  
BP West Coast Products, LLC

\_\_\_\_\_  
SIGNER'S OFFICE PHONE NUMBER (OPTIONAL)



200903240063  
Skagit County Auditor

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Orange

On December 11, 2008 before me, Esther K Kaili, Notary Public  
Date Name Title Of Officer - E.G., "Jane Doe, Notary Public"

personally appeared Catherine A Colbert  
Name(s) of Signer(s)

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 instruments.

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.



Esther K. Kaili  
Signature of Notary

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

- INDIVIDUAL
- CORPORATE OFFICER-Assistant Secretary

and option Agreement  
Right of First Refusal  
TITLE OR TYPE OF DOCUMENTS

- PARTNER(S)  LIMITED
- GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN OR CONSERVATOR
- OTHER:

19  
NUMBER OF PAGES

December 11, 2008  
DATE OF DOCUMENTS

**SIGNER IS REPRESENTING:**  
NAME OF PERSON(S) OR ENTITY(IES)

BP West Coast Products LLC.

SIGNER(S) OTHER THAN NAMED ABOVE



200903240063  
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  
2142109.2/17468.039

E



200903240063

Skagit County Auditor