

Return Address:

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723 Hagen Drive
P.O. Box 805
Burlington, WA 98233



200911020138
Skagit County Auditor

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LAND TITLE OF SKAGIT COUNTY

134/605 SW

Document Title(s) (for transactions contained therein): 1. Amendment to Lease Agreement 2. 3. 4.
Reference Number(s) of Documents assigned or released: (on page of documents(s)) Amends 2003 102 30110
Grantor(s) LESSOR 1. Cherri Aiken 2. 3. 4.
Additional Names on page of document.
Grantee(s) LESSEE 1. Associated Petroleum Products 2. 3. 4.
Additional Names on page of document.
Legal Description (abbreviated i.e. lot, block, plat or section, township, range) Units 1, 2 and common elements, 1st amend., Clements Condo
Additional legal is on page 4 of document.
Assessor's Property Tax Parcel/Account Number 4457-000-001-009; 4457-000-002-0032; and P82773, P82777, P107134 4457-000-900-0000
The Auditor/Recorder will rely on information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

AMENDMENT TO LEASE AGREEMENT

This Amendment to Lease Agreement (the "Amendment") is entered into this 22nd day of April, 2009, by and between Clements Condominium J.V. ("Lessor") and Associated Petroleum Products, Inc. ("Associated").

RECITALS

On April 1, 1995, Lessor entered into a Lease Agreement with Western Pioneer, Inc. d/b/a Skagit Petroleum ("Skagit") as lessee, for the lease of the premises located at 4282 Highway 20, Suite 1-E, Concrete, Washington (the "Premises").

In June 1999, Skagit assigned all of its right, title, and interest in the Lease to Rainier Petroleum Corporation ("Rainier"), Rainier assumed the rights, duties, and obligations of the lessee under the Lease, and Lessor consented to such assignment and assumption.

Effective July 19, 2002, Lessor and Rainier entered into an Amendment to Lease Agreement whereby Lessor and Rainier agreed to extend the term of the Lease from July 31, 2004 to July 31, 2009 (the "Extended Term") and agreed that the lessee under the Lease will have an option to extend the term of the Lease for two additional consecutive terms of five years each, to commence on the expiration of the Extended Term of the prior renewal term.

In or about December 2002, Rainier assigned all of its right, title, and interest in the Lease to Associated, Associated assumed the rights, duties, and obligations of the lessee under the Lease, and Lessor consented to such assignment and assumption.

Associated now wishes to extend the term of the Lease, with all other terms and provisions of the Lease—including but not limited to monthly rental—to remain unchanged.

Lessor consents to extension of the term of the Lease and agrees all other terms and provisions of the Lease—including but not limited to monthly rental—will remain unchanged.

NOW, THEREFORE, in consideration of the premises and mutual promises contained herein, the parties agree as follows:

1. Extension of Lease Term. The term of the Lease is hereby extended from July 31, 2009 to July 30, 2011 (the "Extended Term"). The rent payable by Associated for this additional two-year period shall be \$19,200.00, payable in equal monthly installments of \$800.00.

2. Renewal Options: Lessee will have an option to extend the term of the Lease for an additional three (3) year term, followed by an option to extend the Lease for an additional five (5) year term (each a "Renewal Term"), which Renewal Terms shall run consecutively and will commence on the expiration of the Extended Term or the prior Renewal Term, as applicable. Each such option may be exercised by Associated giving written notice to Lessor not less than six (6) months prior to the expiration of the Extended Term or the prior Renewal Term, as



applicable. The rent payable during each Renewal Term shall be the rent payable during the immediately preceding Extended Term or Renewal Term.

3. Terms and Provisions. Except as expressly amended herein, all terms and provisions of the Lease will remain in full force and effect.

IN WITNESS WHEREOF the parties have executed this Amendment to Lease Agreement as of the date first written above.

LESSOR:

CLEMENTS CONDOMINIUM J.V.

By: Cherri Aiken

Print Name: Cherri Aiken

Its: owner

ASSOCIATED:

ASSOCIATED PETROLEUM PRODUCTS, INC.

By: [Signature]

Print Name: Luke P. X. [unclear]

Its: President/CEO

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

NOV 02 2009

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



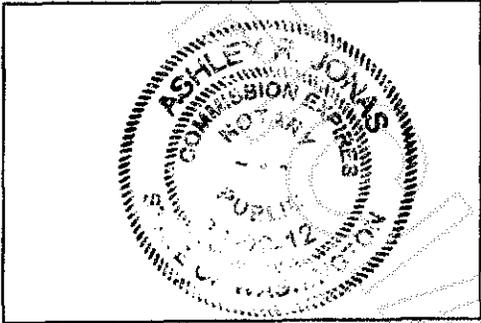
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STATE OF WASHINGTON)
) .ss
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that CHERRI AIKEN is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it as the OWNER of **Clements Condominium J.V.** it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 21ST day of April, 2009.



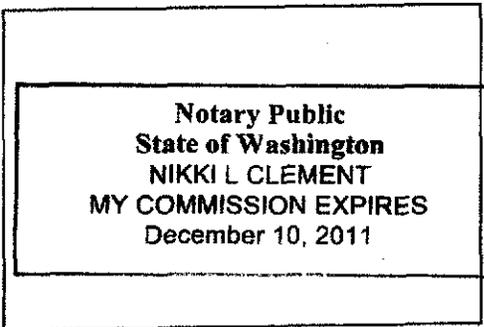
Notary Seal

Ashley R. Jonas (Name)
NOTARY PUBLIC in and for the State of
Washington residing at: BURLINGTON
My Commission Expires: 11-09-2012

STATE OF WASHINGTON)
) .ss
COUNTY OF Pierce)

I certify that I know or have satisfactory evidence that **Luke Xitco** is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it as the **President of Associated Petroleum Products, Inc.** to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 16th day of April, 2009.



Notary Seal

Nikki L. Clement (Name)
NOTARY PUBLIC in and for the State of
Washington residing at: Issaquah, WA
My Commission Expires: 12-10-2011



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Schedule "A-1"

134605-SW

DESCRIPTION:

Unit Nos. 1 and 2, and Common Elements, "FIRST AMENDMENT TO SURVEY MAP & PLANS FOR CLEMENTS' CONDOMINIUM," according to the Condominium Plan and Survey Map recorded in Volume 16 of Plats pages 42 through 44, under Auditor's File No. 9504060033, and as described in Declaration dated March 13, 1995, recorded April 6, 1995, under Auditor's File No. 9504060034.

Situate in the County of Skagit, State of Washington.



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