GROUND LEASE

BETWEEN

THE PORT OF VANCOUVER, U.S.A.

AND

TESORO SAVAGE PETROLEUM TERMINAL LLC

Commission Approval Date: July 23, 2013

Effective Date: August 1, 2013

TABLE OF CONTENTS

Page

1. BASIC LEASE PROVISIONS: 1
2. PREMISES: 7
3. LEASE TERM: 10
4. FEES AND RENT: 12
5. ADDITIONAL CHARGES: 15
6. LEASE SECURITY: 17
7. POSSESSION: 17
8. USE OF PREMISES: 17
9. WATERBORNE COMMODITIES; OPERATIONS AT MARINE TERMINAL AREA: 20
10. GENERAL COMPLIANCE WITH ALL LAWS: 22
11. PRESENCE AND USE OF HAZARDOUS SUBSTANCES: 22
12. RESERVATIONS BY LESSOR: 29
13. MAINTENANCE AND REPAIR: 31
14. ALTERATIONS: 32
15. INSURANCE: 35
16. RELEASE AND INDEMNIFICATION COVENANTS: 39
17. DAMAGE OR DESTRUCTION: 42
18. SUBORDINATION AND ATTORNMENT: 43
19. ASSIGNMENT OR SUBLEASE: 44
20. LEASEHOLD MORTGAGES: 45
21. ESTOPPEL CERTIFICATE: 51
22. [INTENTIONALLY DELETED] 51
23. LIENS: 51

24. **DEFAULT OR BREACH:** 51

25. **EFFECT OF DEFAULT:** 53

26. **CONDEMNATION OR TERMINATION BY COURT ORDER:** 56

27. **HOLDING OVER:** 57

28. **SURRENDER OF PREMISES:** 57

29. **JOINT AND SEVERAL LIABILITY:** 58

30. **RULES AND REGULATIONS:** 58

31. **CAPTIONS AND PARTICULAR PROVISIONS:** 58

32. **NON-DISCRIMINATION:** 59

33. **NOTICES:** 59

34. **ATTORNEY'S FEES AND COURT COSTS:** 59

35. **SUCCESSORS AND ASSIGNS:** 59

36. **WAIVER:** 60

37. **TOTAL AGREEMENT:** 60

38. **PROVISION OF FINANCIAL INFORMATION:** 60

39. **BROKERS:** 61

40. **COUNTERPARTS:** 61

41. **NO OPTION BY SUBMISSION OF LEASE DRAFT:** 61

42. **APPLICABLE LAW AND VENUE:** 61

EXHIBIT "A" OUTLINE OF PREMISES LOCATION WITHIN THE OVERALL PORT PROPERTY

EXHIBIT "B" PREMISES SITE OUTLINE

EXHIBIT "C" LEGAL DESCRIPTION

EXHIBIT "D" ALTERATIONS TO BE MADE BY LESSOR AND LESSEE

EXHIBIT "E"	GLOSSARY OF TERMS
EXHIBIT "F"	RULES AND REGULATIONS
EXHIBIT "G"	GUARANTY
EXHIBIT "H"	TENANT ENVIRONMENTAL QUESTIONNAIRE
EXHIBIT "I"	NEW PRODUCT APPROVAL PROCESS
EXHIBIT "J"	RAIL OPERATIONS
EXHIBIT "K"	FORM OF PIPELINE EASEMENT AGREEMENT
EXHIBIT "L"	HEALTH AND SAFETY
EXHIBIT "M"	CONSENT DECREE
EXHIBIT "N"	RESTRICTIVE COVENANTS
EXHIBIT "O"	FORM OF CARGO COMMODITY PAYMENTS AND MINIMUM ANNUAL GUARANTY AGREEMENT
EXHIBIT "P"	PORT MANAGEMENT AGREEMENT
EXHIBIT "Q"	MONITORING WELLS

GROUND LEASE

THIS GROUND LEASE is made by and between the PORT OF VANCOUVER, a municipal corporation organized and existing under the laws of the State of Washington, hereinafter referred to as "Lessor," and TESORO SAVAGE PETROLEUM TERMINAL LLC, a Delaware limited liability company, hereinafter referred to as "Lessee." Capitalized terms have the meanings set forth in the Glossary of Terms attached hereto as Exhibit "E" or as defined elsewhere in this Lease.

W I T N E S S E T H:

That the Parties do hereby mutually agree as follows:

1. **BASIC LEASE PROVISIONS:** These are provisions of this Lease, except as they may be modified hereafter.

A.	DATE OF GROUND LEASE:	August 1, 2013 (referred to herein as the "Effective Date").
B.	PRELIMINARY AND FINAL PREMISES DESCRIPTIONS:	As of the Effective Date, the Parties have not determined the precise boundaries of the Premises. During the Contingency Period, Lessor and Lessee shall develop mutually agreeable depictions and legal descriptions of the Rail/Rack Area, the Support Areas, the Storage Area, and the Marine Terminal Area (collectively, the "Final Premises"), which shall replace Exhibits "A", "B-1", "B-2" and "B-3" attached hereto on the Effective Date. Until such substitution has occurred, the Premises shall consist of the following (the "Preliminary Premises"): The area outlined on the attached Exhibits "A", "B-1", "B-2" and "B-3", all in "AS-IS" condition, all as described more particularly in Paragraph 2 below, and consisting of: "Rail/Rack Area": Approximately 9.92 acres (432,115 square feet) of land area for construction and operation of a petroleum products unloading facility, including exclusive rail tracks as described in Exhibit "J" and more particularly depicted on Exhibit "B-1". "Support Areas": Approximately 1.54 acres (67,082 square feet) ("Support Area A") and approximately 3.93 acres (171,191 square feet) ("Support Area B") of land for administrative and rail operations support activities for the Facility, more particularly depicted on Exhibit "B-1".

"Storage Area": Approximately 20.84 acres (969,210 square feet) of vacant land to be used for construction and use of petroleum products storage tanks and more particularly depicted on Exhibit "B-2". The possession of the Storage Area will be delivered in two phases (Phase 1, approximately 15.97 acres; and Phase 2, approximately 4.87 acres) as described in Paragraph 3.E below.

"Marine Terminal Area": Approximately 5.76 acres (250,906 square feet) consisting of the berthing areas commonly known as Berth 13 and Berth 14, Terminal 4, to be used exclusively by Lessee for the loading of Petroleum Products onto vessels docked at the Marine Terminal Area from time to time. The Marine Terminal Area is to be used in accordance with the terms of this Lease.

C. TERM:

Initial Lease Term:
The term of this Lease shall commence on the Effective Date, and shall continue for a full one hundred twenty (120) months after the Rent Commencement Date (i.e., ending at midnight on the last day of the calendar month that is a full 120 months after the Rent Commencement Date), unless sooner terminated in accordance with the terms and provisions of this Lease. The period from the Rent Commencement Date until the end of the term of this Lease (including any exercised Extension Terms) is referred to herein as the "Operating Term".

Extension Terms:
Lessee is granted two (2) successive options to extend, each for an additional Extension Term of five (5) years. The Extension Term(s) must be exercised in accordance with the provisions of Paragraph 3.B.

Early Termination:
If any or all of the conditions precedent set forth in Paragraph 2.D has not been satisfied or waived on or before the Conditions Precedent Outside Date, either Lessor or Lessee may terminate this Lease on or before the Conditions Precedent Outside Date by written notice of termination to the other Party, without further cost or obligation, except as set forth expressly herein. The security instrument required by the first paragraph of Paragraph 1.G hereof will be retained by Lessor until all outstanding expenses owed to Lessor are reimbursed in full by Lessee.

D. INITIAL FEES AND RENT:

During the Contingency Period: Thirty Thousand Dollars ($30,000.00) per month during the first eighteen (18) months of the Contingency Period,

and thereafter, until the Conditions Precedent Expiration Date, Fifty Thousand Dollars ($50,000.00) per month ("Contingency Period Fees").

During the Construction Period: Fifty Thousand Dollars ($50,000.00) per month until the Rent Commencement Date ("Construction Period Fees").

On and after the Rent Commencement Date: Five and thirty-two one hundredths cents ($0.0532), multiplied by the annual percentage increases in the Index from the Effective Date until the Rent Commencement Date, per square foot per month ("Base Monthly Rent"), plus Leasehold Tax.

Rent Adjustment:
During the Initial Lease Term and any Extension Term, the Base Monthly Rent shall be increased annually on each anniversary of the Effective Date (each, an "Adjustment Date"). On each annual Adjustment Date, the Base Monthly Rent set forth above shall be adjusted by multiplying the Base Monthly Rent by the percentage increase in the Consumer Price Index All Urban Consumers U.S. City Average (1982-84=100) published by the United States Department of Labor, Bureau of Labor Statistics ("Index"). The percentage increase shall be calculated by comparing the Index that was in effect on the ninetieth (90th) day preceding the Effective Date for the first annual adjustment and prior to the Adjustment Date on each successive annual adjustment to the Index that is in effect on the ninetieth (90th) day preceding the then current Adjustment Date. In the event that the Adjustment Date falls on a day other than the 1st of the month, the adjustment in Base Monthly Rent shall take effect on the first day of the following month.

E. CURRENT LEASEHOLD TAX RATE: Twelve and 84/100 percent (12.84%).

F. ADDITIONAL CHARGES: Common Area Maintenance ("CAM") charges: $.0054 per square foot, as adjusted below, and as described in Paragraph 5.E.

Rail Access Fee ("RAF"): Twenty-Five Dollars ($25.00) per BNSF-delivering carrier Loaded Rail Car, or Fifty Dollars ($50.00) per non-BNSF-delivering carrier Loaded Rail Car, pursuant to the terms outlined in Paragraph 5.C.

CAM charges and the Rail Access Fee shall increase annually on the first day of each January ("CAM Adjustment Date"), beginning on January 1, 2014. On each CAM Adjustment Date, the CAM and RAF charges set forth shall be adjusted by multiplying such CAM and RAF charges by the percentage increase in the Consumer Price Index All Urban Consumers U.S. City Average (1982-84=100) published by the United States Department of Labor, Bureau of Labor Statistics ("Index"). The percentage increase for the first annual adjustment shall be calculated by comparing the Index that is in effect on the 1st day of October preceding January 1, 2013 to the Index that is in effect on the 1st day of October preceding January 1, 2014. Each successive annual adjustment will compare the Index in effect on October 1st prior to the previous CAM Adjustment date to the Index that is in effect on October 1st preceding the current CAM Adjustment Date. No such adjustments shall be less than an increase of Two percent (2%) or more than an increase of Six percent (6%) of the CAM and RAF charges in effect immediately prior to such adjustment.

Rail Maintenance Fee: For the Port's Rail System, as determined by the Port's annual Rail Tariff pursuant to the terms outlined in Paragraph 5.D; the Rail Maintenance Fee is, as of the Effective Date, Four Dollars ($4) per Loaded Rail Car.

Lessee shall be responsible for all individual rail maintenance and repair expenses on all rail spurs and tracks used exclusively by Lessee.

G. LEASE SECURITY AMOUNT: Bond, letter of credit, or cash in an amount of [redacted] Dollars ([redacted]), as and to the extent required in Paragraph 6.

Additionally, as security for payment of the sums to be paid by Lessee to Lessor under the terms of the MGA Agreement, Lessee shall deliver to Lessor a deed of trust creating, for the benefit of Lessor (or the holders of bonds issued by Lessor or a trustee acting for the benefit thereof), a first position security interest on the improvements and Alterations constituting the Facility (as more particularly described in Paragraph 6.B), or such other security instrument as is proposed by Lessee and is acceptable to Lessor in its sole discretion, until such time as Lessee has paid to Lessor, in respect of Wharfage, Service and Facilities Fees, a total of [redacted]

H.	GUARANTY:	If applicable with respect to an assignee, one or more Parent Company Guaranties, in the form attached hereto as Exhibit "G".
I.	PERMITTED USE:	Rail/Rack Area: (i) Loading and unloading of Petroleum Products by rail, (ii) transfer of such Petroleum Products to and from the Storage Area or the Marine Terminal Area, and (iii) rail operations and other operational and maintenance activities associated with the receipt, loading, unloading and transfer of such Petroleum Products, including but not limited to inspection, repair and storage of rail cars and installation and upgrading of equipment from time to time. Support Areas: Office, administrative and support activities relating to the operation of the Facility, including installation and upgrading of equipment from time to time. Storage Area: (i) Storage and blending of Petroleum Products delivered by rail, or vessel via pipeline, to the Rail/Rack Area, (ii) transfer of such Petroleum Products via pipeline to the Marine Terminal Area, and (iii) operational and maintenance activities associated with the storage, blending and transfer of such Petroleum Products, including installation and upgrading of equipment from time to time. Marine Terminal Area: (i) Loading and unloading of vessels with Petroleum Products delivered to the Premises; and (ii) operational and maintenance activities, including installation and upgrading of equipment from time to time, including equipment used to load and unload Petroleum Products onto and from vessels and the inspection, repair and handling of vessels.
J.	PROPERTY INSURANCE:	Lessee Provided: Maximum Deductible: One Million Dollars ($1,000,000) and five percent (5%) of values per location (i.e., the Rail/Rack Area, the Support Areas, the Storage Area, and the Marine Terminal Area) for the perils of earthquake and flood; and subject to adjustment pursuant to the provisions of Paragraph 15.
K.	LIABILITY INSURANCE:	Minimum Coverage Amounts for Paragraph 15.B: Ten Million Dollars ($10,000,000) per occurrence/ Fifteen Million Dollars ($15,000,000) aggregate; subject to adjustment pursuant to the provisions of Paragraph 15.

Minimum Coverage Amounts for Paragraph 15.D(4) – Employer Liability Act:
One Million Dollars ($1,000,000).

Minimum Coverage Amounts for Paragraph 15.D(5) – Automobile Liability:
One Million Dollars ($1,000,000) per occurrence.

L. POLLUTION LEGAL LIABILITY INSURANCE

Lessee shall also obtain pollution legal liability insurance in the amount of Twenty-Five Million Dollars ($25,000,000) as an extension of the commercial general liability insurance or as a separate policy, and further pursuant to the provisions of Paragraph 15.C.

M. ADDRESSES FOR NOTICE PURPOSES:

Notices to Lessor shall be sent to:

The Port of Vancouver, U.S.A.
3103 NW Lower River Road
Vancouver, WA 98660
Attention: Executive Director
Telephone: 360-693-3611
Facsimile: 360-735-1565

With a copy to:

Alicia Lowe, POV General Counsel
Schwabe, Williamson & Wyatt
700 Washington Street, Suite 701
Vancouver, WA 98660
Telephone: 360-694-7551
Facsimile: 360-693-5574

Notices to Lessee shall be sent to:

Tesoro Savage Petroleum Terminal LLC
c/o Savage Services Corporation
6340 South 3000 East, Suite 600
Salt Lake City, Utah 84121
Attention: Group Leader, Oil and Gas Solutions
Email: [redacted]
Facsimile: [redacted]

With a copy to:

Savage Companies
6340 South 3000 East, Suite 600
Salt Lake City, Utah 84121
Attention: General Counsel
Email: [redacted]
Facsimile: [redacted]

And to:

Tesoro Refining & Marketing Company LLC
19100 Ridgewood Parkway

San Antonio, Texas 78259
Attention: Senior Director, Managing Attorney, Commercial
Email: [redacted]
Facsimile: [redacted]

N. BROKERS: Lessor's Broker: None
Lessee's Broker: None

Lessor shall lease the Premises (as defined below in Paragraph 2) to Lessee, and Lessee shall lease the Premises from Lessor, in accordance with the Terms of this Lease, after Lessor and Lessee execute this Lease, which consists of _____ pages including Exhibits A, B-1, B-2, B-3, C, D, E, F, G, H, I, J, K, L, M, N, O, P, and Q. Any and all exhibits attached hereto are made a part of this Lease and incorporated herein.

2. **PREMISES**:

A. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor, subject to and with the benefit of the terms and conditions of this Lease, including the attached exhibits, the Preliminary Premises, located in the Port District of the Port of Vancouver, hereinafter known as the "Port," located in the City of Vancouver, Clark County, Washington, as described in Paragraph 1.B and as represented by the area outlined on the attached Exhibits "A", "B-1", "B-2", and "B-3" together with the nonexclusive right of ingress and egress to and from the Premises across those portions of the Port dedicated from time to time as streets, roadways, and Common Areas. Lessor further agrees to convey to Lessee one or more nonexclusive pipeline easements for the purpose of constructing and maintaining pipelines to transport Lessee's Petroleum Products between the Rail/Rack Area, the Support Areas, the Storage Area, and the Marine Terminal Area, substantially in the form of Pipeline Easement Agreement attached hereto as Exhibit "K" (each, a "Pipeline Agreement"). Except for the Existing Environmental Conditions as generally described below in Paragraph 2.C, Lessee hereby accepts said Premises in "As-Is" condition. Notwithstanding that Lessee accepts the Premises in "As Is" condition, Lessor shall, prior to the Rent Commencement Date and at Lessor's sole cost and expense, complete the improvements to the Port that are described as "Lessor's Infrastructure Improvements" on Exhibit "D" attached hereto, to enable Lessee to fully utilize the Premises for the Permitted Use.

B. It is understood that the Premises constitute a portion of a multiple occupancy area, including warehouses and office buildings, in the Port. During the term hereof and subject to the covenants, terms and conditions hereof, Lessee, and its agents, employees, customers, invitees, and licensees, shall have the nonexclusive

right to use, in common with Lessor and other lessees of building and unimproved land space in the Port, and their agents, employees, customers, invitees, and licensees, thereto, all Common Areas. Lessee shall use Common Areas in conformity with the reasonable rules and regulations and changes thereto from time to time promulgated by Lessor after written notice of any changes to such rules and regulations has been provided to Lessee. The manner and nature of the installation and maintenance of the Common Areas shall be subject to the sole discretion of Lessor, but in a manner consistent with the requirements of Paragraph 5.E below. Lessor reserves the right from time to time to make changes in the shape, size, location and extent of Common Areas provided that, except as may be required by law or government agencies, no such change shall materially adversely affect Lessee's Permitted Use of the Premises or Lessee's means of access to and from the Premises. Lessor further retains the right to temporarily close Common Areas from time to time in order to prevent a dedication thereof or for the making of repairs or performance of maintenance. No such temporary closures shall prevent Lessee's normal business operations at the Premises or materially adversely and unreasonably affect Lessee's access to and from the Premises.

C. Lessor and Lessee acknowledge that portions of the Premises and portions of the areas to which Lessee may be granted an easement pursuant to a Pipeline Agreement are subject to the Consent Decree, in which the previous land owner agreed to remediate the Premises. Portions of the Premises and portions of the areas to which Lessee may be granted an easement pursuant to a Pipeline Agreement also are subject to the Restrictive Covenants, which require capping of residual contamination and restrict activities that would disturb the contamination. Lessee's possession, including but not limited to Lessee's use and operations, throughout the Term(s) of the Lease, shall be consistent with all requirements of the Consent Decree and Restrictive Covenants, which are incorporated by reference in this Lease. Lessor shall be responsible for proper management of all Existing Environmental Conditions, including in connection with the pre-occupancy construction of improvements on the Premises, all as set forth in Paragraph 11.B hereof. Lessor, with Lessee's cooperation, will obtain the necessary approvals from the Washington Department of Ecology so as to allow Lessor or Lessee to modify any monitoring well location or cap, including modifications to conduct baseline and geotechnical testing, for pre-occupancy construction of improvements and pre-occupancy construction of the tenant improvements necessary for the Permitted Use (provided Lessee presents a reasonable design which is consistent with the Consent Decree and Restrictive Covenants, as well as the other terms and conditions of this Lease) of the Premises under this Lease. Lessee (with Lessor's reasonable cooperation, but at no cost to Lessor) shall be responsible for obtaining any other

licenses, permits and approvals needed for its operations on the Premises, and shall cooperate reasonably with Lessor to ensure that the scope and breadth of such licenses, permits and approvals are adequate for completion of any work to be performed by Lessor under such licenses, permits and approvals.

D. Notwithstanding anything to the contrary set forth herein, the Parties' respective obligations under this Lease (other than: (1) Lessee's obligation to pay the Contingency Period Fee pursuant to Paragraph 4.A; (2) the Parties' obligations to work diligently and in good faith to pursue all necessary licenses, permits and approvals required for the development and construction of the Facility for the Permitted Use; and (3) the indemnity obligations set forth in Paragraphs 11, 13, 16, 23, and 39; each of which such obligations set forth in this Paragraph 2.D shall be absolute and irrevocable as of the Effective Date through the date of any termination based on the failure of the Conditions Precedent) shall be subject to satisfaction or waiver of the following Conditions Precedent on or before the Conditions Precedent Outside Date:

(1) all necessary licenses, permits and approvals have been obtained for the Permitted Use; and

(2) Lessee shall obtain a baseline investigation of environmental conditions at the Premises by an independent, reputable professional environmental consultant to assess the presence of contamination on the Premises prior to Lessee's use of the Premises (the "Baseline Assessment"). The selection of such consultant and the scope of work for the Baseline Assessment shall be approved by Lessor prior to the engagement of the consultant or the initiation of the assessment work. The scope of work shall include the sampling and analysis plan for the Baseline Assessment.

The Condition Precedent in Paragraph 2.D(1) is for the benefit of both Lessor and Lessee. The Condition Precedent in Paragraph 2.D(2) is for the sole benefit of Lessee. If the Conditions Precedent are satisfied or waived by the Party or Parties to whose benefit they run on or before the Conditions Precedent Outside Date, then Lessee shall promptly commence construction of the Facility. If neither Party provides the other Party with a termination notice on or before the Conditions Precedent Outside Date, the Conditions Precedent shall then be deemed satisfied.

During the Contingency Period, Lessor and Lessee shall work diligently and in good faith to: develop and approve depictions and legal descriptions of the Final Premises (the cost of preparation thereof to be borne by Lessor), and such depictions and legal descriptions shall, prior to the Conditions Precedent Expiration Date, be substituted into this Lease as replacement Exhibits "A", "B-1", "B-2" and "B-3" by a mutually executed

amendment to this Lease; and develop and mutually approve milestones and preliminary engineering and construction plans, specifications and designs (to be submitted by Lessee to Lessor for Lessor's review and approval), and rail track plans and specifications, for the development, construction, and operation of the Facility. Notwithstanding anything to the contrary herein, if Lessor is not reasonably satisfied on or before the Conditions Precedent Outside Date that Lessee is prepared to, and intends to, commence construction within [redacted] after the Conditions Precedent Expiration Date, Lessor may terminate this Lease without any further obligations on the part of either Party hereto, except as expressly set forth herein.

E. Lessee's use of the Rail/Rack Area shall be at all times in accordance with and subject to the terms, conditions, and limitations set forth in Exhibit "J" ("Rail Operations") attached hereto.

F. During the first twelve (12) months of the Contingency Period (unless otherwise expressly agreed in writing by the Parties), Lessor may use the Premises, and allow third parties to use the Premises, for any and all purposes other than the Permitted Use, so long as such use does not unreasonably change the condition of the Premises in such a way that would inhibit Lessee's development of the Facility following the Conditions Precedent Expiration Date.

3. **LEASE TERM**:

A. In accordance with the terms and conditions of this Lease, but subject to Paragraph 3.F below, Lessee shall have and hold the Premises commencing on the Conditions Precedent Expiration Date, unless this Lease shall be sooner terminated as herein provided.

B. Provided no Default under any of the provisions or covenants of the Lease has occurred which has not been cured, Lessee is hereby granted the number of successive options set.forth in Paragraph 1.C to extend the Term of this Lease, each for an additional Extension Term as set forth in Paragraph 1.C (each of which periods is referred to herein as an "Extension Term"). Lessee shall exercise each option by giving written notice (the "Exercise Notice") to Lessor of its intent to extend the Lease Term no less than One Hundred Eighty (180) days prior to the expiration of the then current Term. Upon the timely exercise of the option to extend and subject to the assent of the Port, which shall not be unreasonably withheld, the Extension Term shall be on the same terms and conditions, except Base Monthly Rent, contained in the Lease. Base Monthly Rent for the Extension Term shall not be less than the Base Monthly Rent provided for herein. Base Monthly Rent shall be in the amount set forth below and there shall be no further options to extend the Term beyond the number of Extension Terms set forth in

Paragraph 1.C. Any attempted exercise of an option to extend the Term shall be null and void and wholly ineffective unless this Lease is still in full force and effect and Lessee shall not be in Default beyond applicable notice and cure periods under the terms of this Lease. For any assignment of this Lease requiring Lessor's approval or consent pursuant to Paragraph 19, Lessor's express approval shall also be required in order for any extension options available to Lessee to be included with the assignment of the Lease, with the same standard of consent (i.e., sole or reasonable discretion) applicable for Lessor's approval of the assignment of the Lease also being applicable to Lessor's approval of the assignment of the extension options. For any assignment of this Lease not requiring Lessor's approval or consent pursuant to Paragraph 19, any extension options available to Lessee shall be assigned automatically with the assignment of the Lease.

C. If Lessee fails to give timely written notice to Lessor of its election to extend the Term, the Term shall expire and this Lease terminate as of the end of the then expiring Term. If the Term is extended as aforesaid, all of the same terms, provisions and conditions set forth in this Lease shall apply, except that the Base Monthly Rent during the Extension Term shall be as set forth in Paragraphs 1.D and 4.

D. If Lessee timely gives written notice to Lessor of Lessee's first or second election to extend the Term, but Lessor elects to withhold its assent to such extension, then Lessee shall have no obligation, notwithstanding the terms of Paragraph 28 below, to pay for removal of the improvements and Alterations made by Lessee to the Premises. Additionally, in such event, Lessor may not, without compensating Lessee for the same (based on the fair market value thereof), enter into a lease, license or other occupancy agreement with a third party for all or any portion of the Premises whereby the Premises and the improvements and Alterations made by Lessee are used by such third party for a use substantially similar to the Permitted Use.

E. Any reference in this Lease to the "Term" or "Term of this Lease" or "Lease Term" shall mean the Initial Term together with any Extension Term accruing pursuant to Paragraph 3.B. If any option to extend the Term is not exercised strictly in accordance with Paragraph 3.B, then all other options to extend the Term shall automatically terminate and be null and void.

F. Lessee acknowledges that a portion of the Premises is, as of the Effective Date, occupied by a third party tenant, whose lease thereof expires on December 31, 2013. Accordingly, notwithstanding anything to the contrary herein, Lessee shall not have access to or possession of the portion of the Storage Area shown on Exhibit

"B-2" as "Storage Area – Phase 2" until written notice from Lessor to Lessee that such portion of the Premises is available (the "Phase 2 Possession Notice Date").

4. **FEES AND RENT**:

A. Lessee agrees to pay, during the Contingency Period, the Contingency Period Fees.

B. Lessee agrees to pay, during the Construction Period, the Construction Period Fees, which will not be credited back to Lessee.

C. Lessee agrees to pay as rental during the Term of this Lease, commencing on the Rent Commencement Date, the Base Monthly Rent set forth in Paragraph 1.D, as adjusted. Lessee also agrees to pay, during the Term of this Lease, commencing on the Effective Date, all Leasehold Taxes, including Leasehold Taxes applied by the Washington State Department of Revenue ("DOR") with respect to the Premises as determined by the DOR under RCW 82.29A.020. Base Monthly Rent and Leasehold Taxes are referred to collectively herein as the "Rent." The current Leasehold Tax Rate is set forth in Paragraph 1.E.

D. The Contingency Period Fee, the Construction Period Fee and the Rent shall be paid in advance on or before the first day of the month in which payment is due. All Additional Charges, including those described in Paragraph 5, shall be paid within no more than thirty (30) days from the date of billing. All payments shall be payable at Lessor's office in Vancouver, Washington without counterclaim, setoff, deduction or defense.

E. If any payment of the Contingency Period Fee, the Construction Period Fee, Rent or Additional Charges due to Lessor is not received within five (5) days from the date herein set for payment, Lessee shall pay to Lessor a late charge in the amount of ten percent (10%) of the payment then due and in arrears and interest on said payment at the "Interest Rate." Interest shall be calculated on outstanding payments from the date first due until received by Lessor. Lessee shall be responsible for any attorney fees or related charges incurred by Lessor for collection of rent. A charge of Seventy-Five and 00/100 Dollars ($75.00) shall be levied for any check received which is returned for insufficient funds.

F. Any Contingency Period Fee, Construction Period Fee or Rent payment for any fractional month during the Term hereof shall be prorated on the number of days in such month and payable on the next applicable payment date.

G. The Base Monthly Rent for each Extension Term shall be equal to the greater of: (i) the Base Monthly Rent payable immediately prior to the commencement of such Extension Term, plus an annual rent

adjustment in accordance with Paragraph 1.D, or (ii) the "Fair Market Rent" for the Premises which shall be determined as follows:

"Fair Market Rent" shall mean the effective flat rental rate per square foot received by landlords of comparable water accessible, heavy industrial land in the Vancouver, Washington, metropolitan area with similar amenities and fixtures, assuming Lessor were to put the space in question (in its then-existing "as-is" condition) on the market for lease to a new lessee, assuming a new lessee with comparable attributes to Lessee. In determining such "Fair Market Rent" there shall be taken into account, among other things, (i) rental rates, (ii) concessions then being given to prospective tenants such as construction and other allowances for tenant improvements, moving and other allowances, and (iii) any expenses that would be incurred by a landlord in connection with a third party lease such as leasing commissions, and (iv) the Base Year being utilized to determine such rent. Items referred to in clauses (ii) through (iv) above are hereinafter collectively referred to as "concessions" and Fair Market Rent shall be reduced to the extent necessary to amortize the amount of such concessions over the full term of the Extension Term. Fair Market Rent as of the date of the Extension Term shall be determined by mutual agreement of Lessor and Lessee not later than thirty (30) days after receipt of the Exercise Notice, subject to arbitration as hereinafter provided. If the Parties are unable to reach agreement as to Fair Market Rent within such thirty (30) day period, the Parties shall submit the dispute to arbitration. The arbitration shall be conducted and determined in Vancouver, Washington in accordance with the then prevailing rules of the American Arbitration Association or its successor for arbitration of real estate valuation disputes, except that the procedures mandated by such rules shall be modified as follows:

(1) Within ten (10) business days after expiration of the thirty (30) day period for mutual agreement on Fair Market Rent, Lessee shall notify Lessor of the name and address of the person to act as arbitrator on Lessee's behalf. The arbitrator shall be a MAI certified real estate appraiser with at least ten (10) years full-time experience who is familiar with the Fair Market Rent of water accessible, heavy industrial land similar to the Premises in Vancouver, Washington. Within ten (10) business days after Lessee identifies in writing its arbitrator, Lessor shall give notice to Lessee specifying the name and address of the person designated by Lessor to act as arbitrator on Lessor's behalf, which person shall be similarly qualified. If Lessor fails to notify Lessee of the appointment of Lessor's arbitrator within the time specified, then the arbitrator appointed by Lessee shall be the arbitrator to determine the Fair Market Rent for the Premises.

(2) If two arbitrators are chosen, the arbitrators so chosen shall meet within ten (10) business days after the second arbitrator is appointed and shall appoint a neutral arbitrator who shall be a competent and impartial person with qualifications similar to those required of the first two arbitrators. If they are unable to agree upon such appointment within five (5) business days, the neutral arbitrator shall be selected by the presiding judge of the Clark County Superior Court.

(3) The Fair Market Rent shall be fixed by the three arbitrators in accordance with the following procedures. Each Party-appointed arbitrator shall state, in writing, such arbitrator's determination of the Fair Market Rent supported by the reasons therefor and shall make counterpart copies for the other Party-appointed arbitrator and the neutral arbitrator. The Party-appointed arbitrators shall arrange for a simultaneous exchange of their proposed Fair Market Rent determinations. The role of the neutral arbitrator shall be to select whichever of the two proposed determinations of Fair Market Rent most closely approximates the neutral arbitrator's own determination of Fair Market Rent. The neutral arbitrator shall have no right to propose a middle ground or any modification of either of the two proposed determinations of Fair Market Rent. The determination of Fair Market Rent that the neutral arbitrator chooses as that most closely approximating the neutral arbitrator's determination of the Fair Market Rent shall constitute the decision of the arbitrators and shall be final and binding upon the Parties. The arbitrators shall have no power to modify the provisions of this Lease.

(4) The neutral arbitrator's decision shall be made not later than thirty (30) days after the submission by the arbitrators of their proposals with respect to the Fair Market Rent. The Parties have included these time limits in order to expedite the proceeding, but they are not jurisdictional, and the neutral arbitrator may for good cause allow reasonable extensions or delays, which shall not affect the validity of the award. Absent fraud, collusion or willful misconduct by the neutral arbitrator, the award shall be final, and judgment may be entered in any court having jurisdiction thereof.

(5) Each Party shall pay the fees and expenses of its respective arbitrator and both Parties shall share the fees and expenses of the neutral arbitrator equally.

(6) The entire arbitration process, beginning after expiration of the thirty (30) day period for mutual agreement on Fair Market Rent, shall be completed in not more than sixty-five (65) days.

Notwithstanding the foregoing, in the event that the Parties have modified the terms of the MGA Agreement such that a mutually agreeable MGA (as defined in the MGA Agreement) has been established and

agreed upon for the entirety of the applicable Extension Term or Extension Terms, the Base Monthly Rent for such Extension Term or Extension Terms shall not be subject to such Fair Market Rent adjustment, but shall continue to be subject to annual rent adjustment in accordance with Paragraph 1.D.

H. This is intended to be a net lease, meaning that Lessee shall pay all expenses of every type relating to the Premises after the Conditions Precedent Expiration Date, and all Contingency Period Fees, Construction Period Fees, Rent and Additional Charges shall be received by Lessor without setoff, offset, abatement, or deduction of any kind except as provided herein. **Under no circumstances or conditions, whether now existing or hereafter arising or whether beyond the present contemplation of the Parties, shall Lessor be expected or required to make any payment of any kind whatsoever or be under any obligation or liability under the Lease except as expressly set forth in the Lease.**

5. **ADDITIONAL CHARGES**: Upon commencement of the Construction Period, Lessee shall timely make all payments owing by Lessee under this Lease in addition to either (as the case may be) the Construction Period Fees or Rent ("Additional Charges"), including but not limited to the following:

A. charges for all utilities and services furnished to the Premises and assessments for utilities and services furnished to the Premises. "Utilities" include, but are not limited to, water, natural gas, electricity, sewer and refuse disposal, storm water collection and treatment, garbage and recycling, trackage for Lessee's exclusive use, and monthly inspection fees for any trackage for Lessee's exclusive use. "Services" include, but are not limited to, landscaping, paving, parking lot striping, catch basin repair and maintenance, irrigation, security and fire protection and monitoring systems and all associated operation services. Lessee shall also pay for all charges for maintenance associated with the Premises. Lessor has the first right to supply any of such Utilities to Lessee and, if Lessor elects to do so, Lessee shall purchase and pay for the same as an Additional Charge at the same rate schedule charged other users in the Port; provided that such rate shall not exceed the rates available from other suppliers of the same utility in the Vancouver area. Payments for all Utilities provided by third parties shall be made by Lessee directly to such providers. If Lessor furnishes a utility to the Premises and such utility is not separately metered, then Lessor shall apportion the utility charges, and the charges associated therewith, on an equitable basis, in its reasonable discretion. In no event shall Lessor be liable for the interruption or failure in the supply of any Services or Utilities to the Premises, whether or not being furnished by Lessor, provided, however, that, in the case of

Utilities furnished by Lessor, Lessor shall use diligent efforts to restore such Services and/or Utilities as soon as reasonably possible.

B. any insurance premiums to be reimbursed by Lessee to Lessor pursuant to Paragraph 15.

C. a Rail Access Fee in the amount specified in Paragraph 1.F. This fee shall be billed to the Lessee each month and shall be calculated by the actual railcar traffic as reported by BNSF, Lessor's exclusive rail operator.

D. a Rail Maintenance Fee for the common rail system internal to the Port in an amount to be determined by Lessor's annual rail tariff. Lessee shall also be responsible for individual rail maintenance and repair expenses on all rail spurs and tracks used exclusively by Lessee.

E. as a component of Additional Charges, a monthly CAM (as defined below) fee during each calendar year, or portion thereof, during the term of this Lease. Lessee shall pay the amount stated in Paragraph 1.F, which amount is subject to adjustment as described in Paragraph 1.F. Any amount collected by Lessor that exceeds any given year's total CAM expenses will be deposited in a reserve account and used towards any following year's total CAM capital improvements. During the Term hereof, Lessor shall repair, maintain and keep the Common Areas in good order, repair and condition, including without limitation, utilities and roads (including roads and utility lines within the Premises which are not exclusively used by Lessee and which are not maintained by the utility service provider). Common Area Maintenance ("CAM") expenses shall include, but not be limited to, all costs and expenses incurred by Lessor for the management, administration, maintenance, upkeep, and operation of the Common Areas, including, but not limited to, the costs and expenses of water, natural gas, electricity, sewer and refuse disposal, storm water collection and treatment, garbage and recycling, landscaping, paving, parking lot striping, catch basin repair and maintenance, irrigation, fire protection and monitoring systems, fencing, storage area screenings, common lighting, signage, security shacks, security card access, security guards and services, Common Area liability insurance, and the cost of capital improvements made to comply with the law or to reduce future expenses and all charges associated therewith. Administration costs and expenses shall include but not be limited to maintaining records of CAM expenses.

F. any charges, costs, and expenses that Lessor pays or agrees to pay under this Lease, together with all interest and other charges that may accrue thereon in the event of the failure of Lessee to pay those items, and all

other damages, costs, expenses, and sums that Lessor may suffer or incur, or that may become due, by reason of any Default of Lessee under this Lease.

G. any charges, costs, and expenses that Lessee pays or agrees to pay under any other agreement with Lessor, including but not limited to the MGA Agreement and any berthing agreement and/or trackage agreement.

H. any and all rentals and charges due the State of Washington under the Port Management Agreement as such applies to the Premises and as required by the DNR.

6. **LEASE SECURITY**: Lessee shall, upon execution of this Lease, and prior to occupancy, file with Lessor a bond, letter of credit or cash in accordance with RCW 53.08.085, as amended. The terms and document of the security instrument shall be subject to the reasonable approval of Lessor, and shall extend for a period of sixty (60) days subsequent to the Term of this Lease. The initial amount of security shall be as set forth in Paragraph 1.G. In the event of an exercise of an option to renew as provided in Paragraph 3.B or the execution of an Amendment to the Lease, subsequent security amounts shall increase and readjust in proportion to any subsequent increase in Rent or as reasonably determined by the Port Commission. Additional security corresponding to such increase shall be filed with Lessor within thirty (30) days after the effective date of the increase in Rent and prior to cancellation of any bond or letter of credit issued pursuant to this Paragraph. Upon any Default by Lessee in its obligations under this Lease, Lessor may collect on the security to offset any liability of Lessee to Lessor. Collection on the security shall not relieve Lessee of liability, shall not limit any of Lessor's other remedies, and shall not reinstate or cure the Default or prevent termination of the Lease because of the Default.

If a guaranty is required by Paragraph 1.H in connection with an assignment of this Lease, the assignee's parent company shall execute a guaranty in the same form as that attached hereto as Exhibit "G".

7. **POSSESSION**: Lessee has examined the Premises and, by taking possession, accepts them "as is" in their present condition without obligation or liability on the part of Lessor, to make any Alterations, improvements, repairs or maintenance except to the extent set forth expressly herein with respect to Existing Environmental Conditions and to the extent, if any, specifically set forth in writing and included herein or as an exhibit attached to this Lease.

8. **USE OF PREMISES**:

A. Lessee shall occupy and use the Premises for the Permitted Use set forth in Paragraph 1.I and shall not use the Premises for any other purpose without the prior written consent of Lessor. Lessee shall use the entire

Premises for the Permitted Use continuously during the entire term of this Lease, commencing on the Rent Commencement Date, except for: (i) periods of time (not exceeding twelve (12) months) that Lessee is prevented from using the Premises due to Force Majeure or damage or destruction of improvements, so long as following any damage or destruction, Lessee is using diligent efforts to make repairs or restoration of such improvements; or (ii) temporary closures (not exceeding thirty (30) days) as may be necessary for repairs or remodeling or for reasons beyond Lessee's control. Should Lessee use, or permit or suffer the use of, the Premises for any business or purpose other than the Permitted Use without the prior written consent of Lessor, except for temporary closures permitted by this Lease, Lessee shall be deemed in Default under the terms of this Lease. Except for Petroleum Products and those Hazardous Substances listed in Exhibit "H" (as the list may be modified during the Term through the new product approval process described in Exhibit "I"), it is further understood and agreed that the Premises shall not be used to store, distribute or otherwise handle flammable or Hazardous Substances.

B. Lessee agrees that it will not make or permit any unusual disturbance, noise, vibration, dust or other condition in, on or about the Premises, which would tend to create a Nuisance or unreasonably disturb Lessor or any other tenant of Lessor.

C. Lessee shall not use the Premises in such a manner as to increase the rates of insurance to the Premises or adjacent premises, without prior written approval of Lessor, and if permitted, Lessor may charge to Lessee as additional charges the full amount of any resulting premium increases incurred by Lessor or any of its adjacent tenants.

D. No invasive testing (except to the extent expressly approved by Lessor in conjunction with the Baseline Assessment and any approved geotechnical testing) or construction activities shall be conducted at the Premises during the Contingency Period.

E. During the MGA Term, so long as Lessee has, by the date that is [redacted] full months following the Rent Commencement Date (measured, at such time, based on a rolling 6-month average commencing on the second anniversary of the Rent Commencement Date), and each month thereafter, based on a rolling 6-month average, achieved and sustained an average throughput volume of [redacted] barrels per day of Petroleum Products (such period of time during the MGA Term with sustained throughput over [redacted] being referred to herein as the "Exclusive Period"), Lessor agrees not to lease any premises (other than the Premises that are subject to this Lease) located within the Port to a third party that will be permitted (directly or

indirectly) to operate a crude oil by Rail Facility for Unit Trains (the "Exclusive Use"), it being the intention of the Parties that Lessee shall during the Exclusive Period have the exclusive right in the Port to operate and conduct on the Premises a business for the Exclusive Use. If, thereafter, Lessee fails to maintain such throughput volume for a period of twelve (12) months or longer, the Exclusive Period and the right of first opportunity with respect to the Second PBR Facility (defined below) shall automatically terminate, and the Exclusive Use shall be of no further force and effect.

If the Facility achieves an average throughput volume that exceeds [redacted] barrels per day (measured on a rolling 12-month basis), and Lessor desires to develop another facility for the Exclusive Use (the "Second PBR Facility"), then Lessee shall have a right of first opportunity to lease additional real property from Lessor for the Second PBR Facility, either by (a) expanding the Premises and thereby adding additional throughput capacity, or (b) adding a facility at the Port that is separate from the Premises. If Lessee achieves an average throughput volume that exceeds [redacted] barrels per day (measured on a rolling 12-month basis) and Lessor desires to develop a Second PBR Facility, then Lessor shall give written notice to Lessee indicating the same, and Lessee shall have thirty (30) days following receipt of such written notice to accept or decline to enter into negotiations for the Second PBR Facility (the "Exercise Date"). If Lessee timely elects to enter into such negotiations, then Lessor and Lessee shall negotiate diligently and in good faith to reach and enter into a definitive agreement governing the development of the Second PBR Facility. If the Parties are unable to enter into such a definitive agreement within six (6) months following the Exercise Date, or if Lessee elected not to exercise its right of first opportunity (or failed to timely do so), then and only then shall Lessor be permitted to commence negotiations with third parties concerning the Second PBR Facility, and such Second PBR Facility will not be subject to the Exclusive Use. If Lessee has elected not to exercise its right of first opportunity (or failed to timely do so) at any point during the Lease Term, the right of first opportunity shall automatically terminate and be of no further force and effect for the balance of the Lease Term.

In the event that Lessor suffers or permits any use of the Port that is in violation of Lessee's Exclusive Use during a period in which Lessee has achieved and maintained an average throughput volume of [redacted] barrels per day of crude oil (measured on a rolling 12-month basis), Lessee shall be entitled to all remedies at law or in equity, including, should such violation remain for a period of twelve (12) months or longer in duration, the right to terminate this Lease with reservation of Lessee's remedies at law or at equity.

A portion of the Premises is owned by the DNR and is subject to the Port Management Agreement. Lessee shall be responsible throughout the Term to comply with the terms of the Port Management Agreement insofar as it applies to the Premises.

9. **WATERBORNE COMMODITIES; OPERATIONS AT MARINE TERMINAL AREA**:If applicable, Lessee agrees that throughout the Term of this Lease it will use commercially reasonable efforts, in conjunction with Lessor, to promote and aid the movement of cargo through the Port. Lessee further agrees that movements of Lessee's waterborne commodities, if any, shall be made through Lessor's port facilities if such routing is competitive with other ports.

B. The portion of the Premises described as the "Marine Terminal Area" includes Berths 13 and 14 in Terminal 4 (collectively, the "Berth"). Lessee shall have exclusive use of the Berth, as shown on Exhibit "B-1"/ "B-2" attached hereto, together with the nonexclusive rights of vehicular ingress and egress over and across those areas of the Port designated for driveway usage between the Berth and the balance of the Premises. Lessee shall use the Berth and the Marine Terminal Area solely in conjunction with the operation of the Facility for loading and unloading of Petroleum Products. The use of the Berth is subject to the following terms, conditions and requirements:

(1) Lessee shall be solely responsible for all capital improvements, replacement, maintenance and repair of the docks located in the Berth area, all at Lessee's sole expense.

(2) Lessor shall, at Lessor's sole cost and expense, perform all dredging necessary to provide continuous, safe access to the Berth and the dock located in the Berth area, and shall maintain the Berth's established depth to be the same as or deeper than the federal navigation channel depth plus two feet (2') for vessel under keel clearance.

If at any time during the Term, Lessee conducts or causes to be conducted a hydrographic survey of the Berth, and such survey reveals that the depth of the Berth has not been maintained in accordance with the preceding Paragraph 9.B(2), then Lessor shall, within ninety (90) days after the date on which such hydrographic survey is provided to Lessor, cause dredging to be completed to the required depth at Lessor's sole cost and expense; provided, however, that the period provided for Lessor to complete the dredging shall be extended if, during such 90-day period, dredging is prohibited either by the Army Corps of Engineers or the Washington State Department of Natural Resources.

(3) Lessee or its agent shall be the sole arbiter with respect to vessels having the right to tie up to the dock whether working cargo or idle. Notwithstanding the foregoing, Lessee shall allow vessels to dock under emergency conditions, provided that Lessee may require such vessel to vacate the Berth at the earliest possible time.

(4) Lessor retains the right to permit or refuse cargoes, other than Petroleum Products which have been approved in accordance with the requirements of this Lease, vessel stores (food and supply products) and fuel necessary for the operation of vessels. Permission for Lessee to handle any such other cargo may be granted or withheld by Lessor in Lessor's sole and absolute discretion, and shall be granted in writing (if at all) prior to the handling, transshipping, loading, unloading, storage or other presence of such other cargo at the Berth. Lessor shall not be liable to Lessee or any third party for any loss, damage, claim or liability arising from Lessor's failure to permit any such other cargo. Any other cargo so approved shall be subject to Lessor's terminal tariff.

(5) Lessee shall prepare and submit to Lessor timely reports including: (i) vessel schedules, (ii) vessel length overall and gross registered tons, (iii) time at berth, (iv) amount of product handled in barrels, and (v) such other information as may be reasonably required for Lessor's prudent and safe operation of the Port. Lessee considers the quantities of specific types of Petroleum Products, and the bills of lading relating thereto, to constitute a trade secret, as defined in RCW 19.108.010(4). Except to the extent reasonably determined by Lessor to be required by law to be disclosed by Lessor (including, without limitation, pursuant to the Washington Public Records Act), Lessor agrees to maintain the confidentiality of such information; provided, however, that Lessor shall provide reasonable notice to Lessee of any request for information that Lessor is required by law to disclose so that Lessee may seek legal protection for the information, and Lessor shall cooperate with Lessee in Lessee's efforts to prevent disclosure of such information. If Lessee is unable to obtain such protection, Lessor may disclose the information, but only to the extent required by law. The Parties agree to share information reasonably related to the performance of this Agreement, excluding trade secrets and such other proprietary information that is confidential, and to cooperate reasonably with all contractors, entities and other persons associated with such activities as permitting and repair work at the Berth.

(6) Lessor shall have the right to audit all of Lessee's reports of tonnage for Petroleum Products transported through the Berth.

(7) Lessor reserves to itself a right of access and/or easement upon, over, across and beneath the Berth for access, subject to Lessee's security processes, together with the right to grant, to third parties, utility easements upon, over, across, and beneath the Berth, provided that such easements do not interrupt or materially interfere with Lessee's operations pursuant to this Lease.

(8) Lessee shall operate the Berth in a prudent manner in accordance with all statutes, ordinances, and applicable regulations in effect, including but not limited to rules and regulations promulgated by the U.S. Coast Guard. Lessor shall not impose rules or regulations relating to the operation of the Berth that would have the effect of interrupting or materially interfering with Lessee's safe operation of the Berth.

(9) Terminal tariff fees invoiced to the vessel shall be paid to and collected by Lessor from the vessel or its agents. Lessor shall receive all dockage, vessel security fees and MFSA safety fees, per Lessor's terminal tariff; to the extent that Lessee receives such fees from any vessel, Lessee shall promptly remit such fees to Lessor.

10. **GENERAL COMPLIANCE WITH ALL LAWS**: In its use of the Premises, Lessee agrees to comply with all applicable federal, state and municipal laws, ordinances and regulations and Lessor shall have the right to review all related documents. In the event Lessor requires copies of any such documents, Lessee will be reimbursed for any associated reasonable costs. Lessor's right to review Lessee's documents does not imply that Lessor has accepted any responsibility for accuracy, completeness, or legal compliance. Lessee shall pay any fees for any federal, state or municipal inspections and/or certificates required for use and occupancy of the Premises. Further, Lessee shall pay all licenses, fees, and taxes covering the business conducted on the Premises, together with all taxes and assessments on the property of Lessee on the Premises. Lessee shall notify Lessor of any violation of any local, state, and federal laws, ordinances, regulations, permits, plans, and approvals.

11. **PRESENCE AND USE OF HAZARDOUS SUBSTANCES**:

A. **Use, Storage, and Disposal**: Except as expressly permitted by the terms of Paragraph 8.A above, Lessee shall not use, transport, store, treat, generate, sell or dispose of any Petroleum Products or Hazardous Substances on or in any manner that affects the Premises, Pipeline Agreement areas, or surrounding properties. "Affects the Premises, Pipeline Agreement areas, or surrounding properties" shall include but not be limited to allowing any Petroleum Products or Hazardous Substances to migrate off the Premises or Pipeline Agreement areas,

or the Release of any Petroleum Products or Hazardous Substances into adjacent surface waters, soils, sediments, groundwater or air.

B. **Deed Restricted Areas**: As set forth in Paragraph 2.C, the Parties acknowledge that portions of the Premises and portions of the areas to which Lessee may be granted an easement pursuant to a Pipeline Agreement are the subject of the Consent Decree and subject to the Restrictive Covenants, and that construction on such areas may require disturbing the environmental caps and may generate soil or groundwater contaminated with Hazardous Substances that will require special handling and disposal. Lessor and Lessee understand that disturbance or removal of portions of the environmental caps is required for pre-occupancy construction and pre-occupancy tenant improvements for Lessee's Permitted Use and such removal or disturbance of a cap requires prior approval by the Washington Department of Ecology. Lessor, with Lessee's cooperation (which shall include, without limitation, Lessee's presentation of a reasonable design which is consistent with the Consent Decree and Restrictive Covenants, as well as the other terms and conditions of this Lease), will obtain approval from the Washington Department of Ecology that will allow Lessor or Lessee to modify the cap for: (i) Baseline Assessment and geotechnical testing, (ii) pre-occupancy construction, (iii) pre-occupancy tenant improvements, and (iv) the Permitted Use of the Premises under this Lease. Without limiting Lessor's responsibility for Existing Environmental Conditions, Lessor will be responsible for characterization and proper disposal (in compliance with Environmental Laws and as required by the Washington Department of Ecology) of contaminated media generated in connection with the pre-occupancy construction necessary for Lessee's Permitted Use. Lessor's obligation shall not extend to any new Releases of Petroleum Products or Hazardous Substances to the extent such Petroleum Products or Hazardous Substances are first brought onto the Premises by Lessee or Lessee's employees, contractors or agents during the Term of the Lease. Lessor represents and warrants to Lessee that there are monitoring wells on the Premises in the locations described on Exhibit "Q" attached hereto. To the extent that such monitoring wells are described on Exhibit "Q," and such monitoring wells are required to be relocated, then Lessee will be solely responsible for costs associated with all monitoring well relocation required in conjunction with Lessee's development of the Facility and Permitted Use of the Premises; to the extent that such monitoring wells are not described on Exhibit "Q" and are required to be relocated, the costs associated with such monitoring well relocation shall be borne by Lessor.

C. **Compliance with Environmental Laws**: Lessee shall, at its sole cost and expense, comply with all Environmental Laws, including but not limited to all permits applicable to the Premises and issued to Lessee. Pursuant to this Paragraph 11.C, Lessee shall, at its sole cost and expense, comply with the terms of the National Pollutant Discharge Elimination System ("NPDES") Western Washington Phase II Municipal Stormwater Permit issued to Lessor and any other applicable permit covering stormwater or other discharges from the Premises. Lessee agrees to comply with the requirements of Lessor's Stormwater Management Program ("SWMP") and Illicit Discharge Detection and Elimination policy ("IDDE") as required by the NPDES Western Washington Phase II Municipal Stormwater Permit. Lessor agrees to make the NPDES permit, SWMP, and IDDE available to Lessee on the Lessor's website.

D. **Environmental Audits**: The Port of Vancouver environmental department conducts periodic environmental audits of leased premises. These environmental audits do NOT imply compliance with state or federal regulations. Lessee agrees to cooperate with the Port's environmental department in its conducting environmental audits of the Premises and Pipeline Agreement areas and to comply with the Port's requests made pursuant to the environmental audit results for the Premises and Pipeline Agreement areas. In addition, Lessee shall provide an updated Tenant Environmental Questionnaire at Lessor's request.

E. **Monitoring**: Lessor or its designated agents may, at Lessor's sole discretion and at reasonable times, enter upon the Premises for the purpose of (1) monitoring Lessee's activities conducted thereon, and (2) conducting environmental testing and sampling to determine compliance with Environmental Laws and the terms of this Lease; provided Lessor shall not unreasonably interfere with the conduct of Lessee's business. If such monitoring discloses a Release of Petroleum Products or Hazardous Substances (except to the extent caused by Lessor, its employees, agents, or contractors, or by any other tenant of Lessor or by a railroad serving the Port that is not carrying Petroleum Products for Lessee or the Facility), a violation by Lessee of Environmental Laws or a Default by Lessee of its obligations under this Lease, the cost of such monitoring, testing and sampling shall be paid by Lessee. In addition, within five (5) days of Lessor's written request, Lessee shall provide Lessor with a detailed written description of Lessee's generation, use, sale, transportation, storage, treatment and disposal of Petroleum Products or Hazardous Substances on or which may otherwise affect the Premises, Pipeline Agreement areas, or the surrounding properties. Lessor's discretionary actions pursuant to this subparagraph shall not substitute for any

obligation of Lessee hereunder, or constitute a release, waiver or modification of Lessee's obligations otherwise specified in this Lease.

F. **Notifications**: Lessee shall notify Lessor of the presence or Release of Hazardous Substances or the Release of Petroleum Products on or that may affect the Premises, Pipeline Agreement areas, or the surrounding properties immediately following a Release caused by Lessee, its employees, agents, or contractors, or upon Lessee's discovery of a Release caused by Lessor, its employees, agents, or contractors, by any other tenant of Lessor, or by a railroad serving the Port that is not carrying Petroleum Products for Lessee or the Facility, or of the presence of such Hazardous Substances (other than Permitted Hazardous Substances). Lessee shall provide Lessor with the following documentation:

(1) copies of any notifications submitted by Lessee to any governmental entity relating to the Release or presence of Hazardous Substances or Release of Petroleum Products on the Premises or Pipeline Agreement areas at the same time they are submitted to the appropriate governmental authorities;

(2) any inspection report, complaint, order, fine, request, notice, or other correspondence from any entity, pursuant to any Environmental Law, that may affect the Premises, Pipeline Agreement area, or the surrounding properties, within ten (10) days of receiving such documentation;

(3) all reports, manifests, material safety data sheets ("MSDS"), or any other documentation related to Lessee's compliance with Environmental Laws at the Premises, upon written request by the Port.

G. **Environmental Assessment**: Lessee shall, upon written request from Lessor made at any time during the Term of this Lease or within sixty (60) days thereafter, based on a sufficient reason to believe there has been a Release of Petroleum Products or Hazardous Substances other than by Lessor, its employees, agents or contractors, by any other tenant of Lessor or by a railroad serving the Port that is not carrying Petroleum Products for Lessee or the Facility, or violation by Lessee of Environmental Laws, provide Lessor with an environmental assessment prepared by a qualified professional mutually agreed upon by Lessor and Lessee, which assent shall not be unreasonably withheld. In the event of refusal by Lessee to assent within twenty-four (24) hours of an emergency or within seven (7) days of a non-emergency, Lessor shall unilaterally select the qualified professional to perform said assessment. The environmental assessment shall, at a minimum, (1) certify that a diligent investigation of the Premises and Pipeline Agreement areas has been conducted, including a specific description of the work performed, and (2) either (a) certify that diligent investigation of the Premises and Pipeline Agreement areas has

revealed no evidence of a Release of Petroleum Products or Hazardous Substances or violation of Environmental Laws, or (b) if a Release or violation of Environmental Laws is detected, identify and describe: (i) the types and levels of Petroleum Products or Hazardous Substances detected; (ii) the physical boundaries of any actual Release, including property other than the Premises; (iii) to the extent determinable, the person or parties that caused the Release; (iv) the actual and potential risks to the environment from such Release or violation; and (v) the procedures and actions necessary to remedy the Release or violation in compliance with Environmental Laws. If such environmental assessment discloses a Release of Petroleum Products or Hazardous Substances that is caused, at least in part, by Lessee, its employees, agents or contractors, a violation by Lessee of Environmental Laws or a Default by Lessee of its obligations under this Lease, Lessee shall pay the expense of obtaining the environmental assessment.

H. **Hold Harmless and Indemnity**: Lessee shall defend (with attorneys approved in advance and in writing by Lessor), indemnify and hold Lessor and its agents harmless from any damages, loss, claim, fine or penalty arising from (i) the Release of Petroleum Products or Hazardous Substances that is caused, at least in part, by Lessee, its employees, agents or contractors, whether or not within the Premises, (ii) any violation of Environmental Laws, (iii) a default by Lessee of the provisions of this Paragraph 11, or (iv) any exacerbation of Existing Environmental Conditions affecting the Premises, Pipeline Agreement areas, or the surrounding properties, to the extent caused by Lessee or by Lessee's employees, contractors or agents. Such obligation shall include, but shall not be limited to, environmental response and remedial costs, other cleanup costs and charges, environmental consultants' fees, attorneys' fees, civil and criminal fines and penalties, laboratory testing fees, claims by third parties and governmental authorities for death, personal injuries, property damage, business disruption, Lessor's lost business and sales, natural resource damages and any other costs, and Lessor's expenses as provided in subparagraph 11.G. Lessee's obligations pursuant to this subparagraph shall survive expiration or other termination of this Lease.

Lessor shall defend (with attorneys approved in advance and in writing by Lessee), indemnify and hold Lessee and its agents harmless from any damages, loss, claim, fine or penalty arising from (i) the Existing Environmental Conditions, or (ii) a violation of Environmental Laws to the extent caused by Lessor or by Lessor's employees, contractors or agents. Such obligation shall include, but shall not be limited to, environmental response and remedial costs, other cleanup costs, environmental consultants' fees, attorneys' fees, fines and penalties,

laboratory testing fees, claims by third parties and governmental authorities for death, personal injuries, property damage, business disruption, lost profits, natural resource damages and any other costs. Lessor's obligations pursuant to this subparagraph shall survive expiration or other termination of this Lease.

I. **Assignments and Subleases**: Lessor may withhold its consent to any assignment, sublease, or other transfer if the proposed transferee's use of the Premises may involve the use, transportation, storage, treatment, generation, sale or disposal of Petroleum Products or Hazardous Substances (other than Permitted Hazardous Substances).

J. **Lessor's Remedies**: Notwithstanding any other provision of this Lease, and without prejudice to any other right or remedy available to Lessor at law, in equity or under this Lease, Lessor, in the event of a Release of Hazardous Substances not caused solely by Lessor, a violation by Lessee of Environmental Laws, or a Default by Lessee of the provisions of this Paragraph 11, shall be entitled to any or all of the following rights and remedies, at Lessor's option:

(1) To terminate this Lease if Lessee has failed, following a Release that is caused, at least in part, by Lessee, its employees, agents or contractors, a violation by Lessee of Environmental Laws, or a Default by Lessee of the provisions of this Paragraph 11, to diligently and timely take such actions as are required (a) by any governmental agency having jurisdiction to remediate the Release (or cause the remediation by the party responsible therefore), (b) by any governmental agency having jurisdiction to cure the violation of Environmental Laws, or (c) to remedy the Default of the provisions of this Paragraph 11 by responding in accordance with the requirements of this Lease.

(2) To recover damages as described in, and to be indemnified as provided in, subparagraph H.

(3) If Lessee has failed to act diligently and to Lessor's satisfaction, to enter upon the Premises and cure any such Release, violation or Default, and, to the extent such Release is not caused by Lessor, its employees, agents or contractors, by any other tenant of Lessor, or by a railroad serving the Port that is not carrying Petroleum Products for Lessee or the Facility, either (i) charge to Lessee as Additional Charges an amount sufficient to recover the cost of such cure, together with interest thereon at the Interest Rate, or (ii) if Lessor does not elect to terminate this Lease, increase Rent by such amount as will permit Lessor to fully recover the cost of such cure, together with interest thereon at the Interest Rate, during such portion of the unexpired Term of this Lease as Lessor

may deem proper. Such election by Lessor shall be without prejudice to any other right or remedy provided to Lessor at law, in equity or in this Lease.

The remedy provisions provided in Subsections (1), (2) and (3) above shall not apply to the Rail/Rack and Pipeline Agreement areas defined above in paragraph I.I., except to the extent caused by Lessee, its employees, agents or contractors.

K. **EPA Identification Number**: Lessee shall also provide to Lessor Lessee's Environmental Protection Agency Identification Number to dispose of Hazardous Substances if Lessee has one. Lessee shall also provide to Lessor copies of all of Lessee's disposal manifests.

L. **Vacation of the Premises**: Prior to vacation of the Premises, in addition to all other requirements under this Lease, Lessee shall remove any Petroleum Products or Hazardous Substances placed on the Premises during the term of this Lease or Lessee's possession of the Premises, and shall demonstrate such removal to the Port's satisfaction. This removal and demonstration shall be a condition precedent to the Port's payment of any Lease security to Lessee upon termination or expiration of this Lease. As a component of Lessee's requirements under this paragraph, Lessee agrees to cooperate with the Port's environmental department in conducting an environmental exit audit of the Premises and Pipeline Agreement areas and to comply with the Port's requests made pursuant to the environmental exit audit results.

M. **Exit Contamination Assessment**:

(1) Prior to vacation of the Premises upon the expiration or earlier termination of this Lease, without limitation of other applicable requirements under this Lease, Lessee will have an environmental assessment conducted on the Premises and Pipeline Agreement areas by an independent, reputable professional environmental consultant reasonably approved by Lessor to assess the presence of contamination on the Premises and Pipeline Agreement areas as of the termination of this Lease to compare its condition at that time with the condition established by the Baseline Assessment (such assessment, the "Exit Contamination Assessment").

(2) The scope of work for the Exit Contamination Assessment shall be timely, and in any event within 20 days of Lessee's notice to Lessor of the identity of the consultant and the proposed scope of work, reviewed and approved by Lessor, acting reasonably, prior to its initiation and it shall be intended to address whether there have been (a) Releases on the Premises or Pipeline Agreement areas, (b) violations of Environmental Laws in Lessee's or its Related Parties' use or occupancy of the Premises and Pipeline Agreement areas, or

(c) exacerbation of Existing Environmental Conditions, which were caused or suffered by Lessee or its Related Parties after the Effective Date.

(3) If the Exit Contamination Assessment reveals: (a) Releases on the Premises or Pipeline Agreement areas that materially worsen the condition of the Premises or Pipeline Agreement areas when compared to Existing Environmental Conditions; (b) violations of Environmental Laws in Lessee's or its Related Parties' use or occupancy of the Premises or Pipeline Agreement areas; or (c) exacerbation of Existing Environmental Conditions that materially worsens the condition of the Premises when compared to Existing Environmental Conditions; and provided and to the extent that such Releases, violations or exacerbation were caused or suffered, in whole or in part, by Lessee or its Related Parties after the Effective Date of this Lease, then Lessee shall be responsible to remediate or clean up the Premises and Pipeline Agreement areas to the extent caused or suffered by Lessee or any Related Party, such that the Premises and Pipeline Agreement areas, from an environmental condition perspective, are in the same condition upon termination of this Lease and Lessee's surrender of the Premises and Pipeline Agreement areas, as when the Premises and Pipeline Agreement areas were delivered to Lessee (with the exception of, and to the extent of, any conditions caused by Lessor, its employees, agents or contractors, by any other tenant of Lessor or by a railroad serving the Port that is not carrying Petroleum Products for Lessee or the Facility). Except to the extent of any exacerbation, Lessee shall have no obligation to remediate or clean up any Existing Environmental Conditions.

(4) Lessor reserves the right to conduct its own exit contamination assessment of the Premises and Pipeline Agreement areas at Lessor's expense.

12. **RESERVATIONS BY LESSOR**:

A. Lessor reserves to itself a right and easement (and the right to grant easements to third parties, including utility providers) upon, over and beneath the Premises for the construction, maintenance, repair and replacement of roadways, non-exclusive railroad tracks and all surface, overhead or underground utilities to include, but not be limited to, storm water treatment devices and/or structures, provided that Lessor's activities do not unreasonably interfere with Lessee's Permitted Use. Lessee shall, upon reasonable notice from Lessor, provide access to areas identified by Lessor for these purposes, including but not limited to removing any obstructions (other than permanent structures which have been installed with the approval of Lessor) from these areas. This reservation includes the responsibility of Lessor to repair any physical damage done to the Premises incidental to the exercise of

its rights under this reservation. Lessor shall make reasonable efforts to cooperate with Lessee in the exercise of Lessor's rights under this Paragraph 12.A and, to the extent possible, shall schedule any non-emergency work in advance.

B. Lessor reserves the right to enter upon and inspect the Premises at any and all reasonable times during the Term of this Lease, and during the last six (6) months of the Term (or any applicable Extension Term) to show the Premises to prospective tenants or purchasers. Any such inspection shall be conducted in such a manner as not to unduly interfere with Lessee's operations. The right of inspection shall not impose any obligation on Lessor to do so, nor shall Lessor incur any liability for not making inspections. During the last six (6) months of the Term, or any applicable Extension Term thereof, Lessor may place upon the Premises the usual "for rent," "for lease," and "available" notices advertising the availability of the Premises for lease which notices Lessee shall permit to remain thereon without molestation. Prior to vacation of the Premises, Lessee agrees to cooperate with Lessor's facilities department in conducting an exit audit of the Premises and to comply with Lessor's reasonable requests made pursuant to the exit audit results.

C. Lessor reserves the right for Lessor and Lessor's agents to enter upon the Premises to conduct any remedial action, monitoring, audit, and investigation, including but not limited to soil and sediments tests, groundwater tests, cap inspections, well drilling and well relocation that may be required for any purpose. Lessee shall, upon reasonable notice from Lessor, provide access to areas identified by Lessor for these purposes, including but not limited to removing any obstructions from these areas. Notwithstanding of the foregoing, (i) Lessor shall use reasonable efforts to minimize interference with Lessee's business and operations on the Premises (including the scheduling of any non-emergency work in advance), and (ii) Lessee shall not be required to move, demolish or alter any building or other improvements located on the Premises for which Lessor has provided its written consent to facilitate Lessor's actions under this Paragraph 12.C, unless the need to conduct any remedial action, monitoring, audit, and investigation is caused by Lessee's operations or is required by the Consent Decree or other applicable law or regulation.

D. Except to the extent, if any, otherwise expressly provided in this Lease, Lessor reserves to itself any water rights that may be appurtenant to or required for the Premises or for any business or other activities thereon, and such water rights will belong to Lessor upon expiration or termination of the Lease. Lessee shall not submit any application for water rights with respect to wells in the Port, without first obtaining Lessor's prior written

consent. If Lessee acquires any interest in water rights with respect to wells in the Port, Lessee shall not seek to convey, assign, encumber or otherwise transfer such interest apart from this Lease.

13. **MAINTENANCE AND REPAIR:**

A. Lessee shall, at its sole cost and expense, take or cause to be taken good care of the Premises and the Alterations during the Term of this Lease, it being understood that Lessor shall not be required to make any repairs to the Premises or the Alterations during the Term hereof, except to the extent of any damage to improvements, Alterations or fixtures located on the Premises which is caused by Lessor's employees, agents or contractors, or for which Lessor is expressly responsible under the terms of this Lease. Without limiting the generality of the foregoing sentence, Lessee aggress to maintain, repair and replace the Alterations, all sidewalks, vaults, sidewalk hoists, roads and curbs on the Premises (including keeping the same free and clear of rubbish, ice and snow), and all water, sewer, and gas connections, pipes, and mains which service the Premises shall comply with all applicable laws with respect thereto. Lessee's obligation to maintain all water, sewer, and gas connections, pipes, and mains shall apply to, but not be limited to, water lines and faucets within the Premises, sanitary sewer and drain lines extending to the sewer/septic connections, and all plumbing fixtures. Lessee is responsible for any discharge that damages or fouls the septic tank, sewer, or drain line systems serving the Premises. If the Premises' sanitary system includes a holding tank or is served by a septic system, Lessor will conduct an annual inspection and complete any necessary maintenance and pumping. Lessee is responsible for any maintenance expenses resulting from the annual inspection and shall remit payment to Lessor within thirty (30) days of the date of invoice. At the end or other termination of this Lease, Lessee shall deliver to Lessor the Premises with all Alterations thereon in good repair and condition, ordinary wear and tear, depreciation, and casualty and condemnation loss being excepted (provided that the foregoing shall not abrogate Lessee's obligations under Paragraphs 14.I and 28 hereof).

B. Lessee shall, at its sole cost and expense, take good care of the Premises, make all repairs and replacements thereto, interior and exterior, structural and non-structural, ordinary and extraordinary, foreseen and unforeseen, and shall maintain and keep the Premises in first class condition and in good order and repair, and Lessor shall not be responsible for the foregoing. Lessee shall indemnify, defend, protect and hold Lessor harmless of and from any and all claims or demands: (i) upon or arising out of the failure of Lessee to perform the covenant contained herein, or (ii) arising out of any accident, injury or damage to any person or property which shall or may happen in or upon the Premises or any part thereof, or upon the sidewalks about the Premises, except to the extent

such accident, injury or damage is caused by Lessor, its employees, agents, or contractors. Lessee shall keep the Premises free and clear of any and all mechanics' liens or other similar liens or charges incidental to work done or material supplied in or about the Premises.

C. If Lessor is required to make any repairs to the Premises by reason of Lessee's negligent acts or omission to act or failure to perform its obligations under this Lease, then Lessor may add the cost of such repairs plus a fifteen percent (15%) administrative fee as an Additional Charge next owing from Lessee, which cost shall become due upon billing by Lessor.

D. In the event of damage or destruction to the Premises required by the terms of this Lease to be covered by insurance, or which happens to be covered by insurance maintained by either Party, the provisions of this Paragraph 13 shall not apply and the obligations of the Parties shall be controlled by Paragraph 17 of this Lease.

14. **ALTERATIONS**:

A. Lessee shall not make any Alterations to the Premises (other than those described conceptually on Exhibit "D" to the extent subsequently approved by Lessor for actual construction) without the prior written consent of Lessor having first been obtained; provided, however, that in the event that the Alteration is an immaterial, insubstantial or ordinary non-structural repair or replacement that does not require a permit and that clearly and convincingly will not affect or impact (i) the terms of the Restrictive Covenants or the Consent Decree, (ii) adjacent tenants or property owners, or (iii) any other obligations of Lessee under this Lease, Lessor's consent shall not be required.

B. Lessee shall, prior to making any Alteration that requires Lessor's consent under Paragraph 14.A, submit to Lessor the plans and specifications for such Alteration and obtain Lessor's prior written approval, such approval not to be unreasonably withheld so long as it does not affect, alter, or expand the Permitted Use. All Alterations shall be substantially in accordance with the plans, specifications, and elevations approved in writing by Lessor in advance thereof and shall be completed with all reasonable dispatch. No Alterations shall interfere with any easements and/or utilities.

C. In order to facilitate coordination of the development and construction of any approved Alterations and to provide for efficient communications between the Parties in the day-to-day implementation of certain other provisions of this Agreement, the Parties shall form a project team (the "Project Team") consisting of at least two (2) members appointed by Lessor and two (2) members appointed by Lessee. As of the Effective Date, Curtis Shuck

and Monty Edberg shall be Lessor's Project Team members, and Rick Weyen and Kent Avery shall be Lessee's Project Team members. At any time during the Term that Alterations are being designed, developed, or implemented, the Project Team shall meet on a weekly basis, including by teleconference as appropriate under the circumstances, or such other frequency as the Parties may agree to in writing, to keep one another apprised of the progress of the applicable Alterations, so as to minimize disruptions or delay in the completion of such Alterations and the other terms and conditions of this Agreement. Such coordination should include coordinated scheduling (including the review and recommendations for modifications thereof) of the timing and location of the applicable Alterations or activities to be performed on or about the Premises in order to effectuate the intent of this Paragraph.

D. Lessee warrants that any Alterations, whether done with or without Lessor's consent, shall be completed lien-free and in a good and workmanlike manner with new materials; will be performed in complete compliance with local, state and federal building, fire and other codes and construction guidelines, including but not limited to the Americans with Disabilities Act, if applicable, and all other applicable covenants, terms and conditions hereof (and proof of such compliance shall be provided to Lessor); and that all workmanship and materials shall be free from defects, and that all fixtures erected or installed by Lessee shall be new or completely reconditioned. Proof of compliance shall include providing to Lessor copies of certificates and permits issued by local, state and federal building, fire and other code and construction agencies. Further, Lessee shall provide Lessor with updated "as-built" drawings. Lessee may deliver said drawings to Lessor electronically or on disk, and a hard copy shall also be provided.

E. No electrical wiring, communications (including telephonic), or other electrical apparatus, including air conditioning equipment, shall be installed, maintained or operated on said Premises except with the approval of, and in a manner satisfactory to Lessor. In no event shall Lessee overload the electric circuits from which Lessee obtains current. Any additional air conditioning required as a result of heat generating equipment, special lighting or other equipment installed by Lessee shall be installed and operated, only with Lessor's prior written approval, at Lessee's sole expense.

F. Lessee shall be required to provide lien releases to Lessor from contractors and other individuals performing work on the Premises for Lessee promptly following the completion of such work. Lessee will notify Lessor in advance of intended work on the Premises, obtain any required approval from Lessor and all applicable

governmental bodies, and, if required by Lessor, will provide Lessor with financial assurances or bonding, as required by Lessor. Lessor shall be entitled to post notices of non-responsibility on the Premises.

G. Any sign, decoration, awning or canopy, or advertising matter to be installed by Lessee shall comply with all regulation requirements of the State of Washington, Clark County or City of Vancouver (or any other appropriate governmental agency). In addition Lessee shall not install any sign, decoration, awning or canopy, or advertising matter without prior written approval by Lessor. Lessee shall submit a written and graphic description of the proposed sign, decoration, awning or canopy, or advertising matter to Lessor in requesting approval and shall be responsible for obtaining any permits required for such installation.

H. Lessor will respond to all written requests for approval of proposed Alterations within thirty (30) days of the receipt of Lessee's request accompanied by plans and specifications for any such proposed Alterations. Lessee shall be responsible to pay any of Lessor's out-of-pocket expenses related to review and approval of any proposed Alterations. However, in the event the proposed Alterations are so complex or involved that thirty (30) days is inadequate for the appropriate review, Lessor shall have such additional time as is reasonable. Lessee acknowledges that Port Commission approval may also be required and that Lessor shall have reasonable additional time to obtain said approval.

I. All Alterations and improvements made by Lessee shall become the property of Lessor unless there is a written agreement to the contrary attached to this Lease or agreed to by the Parties in writing at a later date. Lessor shall have the option, at the expiration or termination of this Lease to require Lessee to remove the Alterations and improvements at Lessee's expense; provided, however, that (i) such election to remove must be made with respect to all or none of the Alterations and improvements, and Lessor may not require Lessee to remove some, but not all of the same (unless both Parties otherwise mutually agree at the time); and (ii) if the Alterations and improvements, as of the expiration or termination of this Lease, remain economically and operationally viable (as determined by an independent third party expert mutually selected by or acceptable to the Parties, if Lessor and Lessee are unable to agree on whether the Alterations and improvements are then economically viable, taking into consideration future uses of the Premises which are both economically and operationally viable), then Lessee shall not be required to remove the Alterations and improvements. In the event that Lessor does not require removal, the Alterations and improvements shall be surrendered to Lessor as part of the Premises in accordance with the terms of this Lease.

J. All Lessee's trade fixtures (including, but not limited to, shelving, portable partitions, modular offices, and cabinets), furnishings and other moveable personal property shall remain the property of Lessee and may be removed on or before the termination of this Lease, or any renewal thereof, provided Lessee shall make any repairs necessary to restore the Premises to its original condition upon such removal. If not removed by Lessee upon expiration of this Lease or any extension thereof, Lessor shall have the option to require Lessee to remove such items at Lessee's expense or to treat such items as abandoned. In the event Lessor treats such items as abandoned, they shall become the property of Lessor.

15. **INSURANCE:**

A. **Property Damage**:

(1) If Lessee's use of the Premises requires improvements to be constructed on-site, the construction is at the risk of Lessee until final completion of Lessee's construction. Lessee shall purchase and maintain Builders Risk insurance upon the work at the site to the full insurable value until Lessee's final construction completion. This insurance shall cover the interests of the Port, designers of Lessee's work, Lessee, its contractor, subcontractors and sub-subcontractors in the work at the project site, all of whom shall be listed as additional insureds. The interests of any loss payees shall be automatically included for coverage. Said insurance will insure against the "all-risk" perils including earthquake and flood for physical loss and damage. The insurance shall include damages, losses and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property, including, but not limited to, fees of designers and other professionals. If not covered under the "all risk" insurance, Lessee shall maintain similar property insurance on portions of the work stored on and off the site or in transit when such portions of the work are to be included in a progress payment application. Losses up to the deductible in Paragraph 1.J shall be the sole responsibility of Lessee.

(2) Lessee shall, at all times, maintain "all risk" property insurance (including boiler and machinery insurance) upon any buildings and facilities, including any permanent additions and improvements thereto, of which the Premises form a part with coverage for perils as set forth on the Causes of Loss - Special Form, with a coverage extension for the perils of earthquake, windstorm and flood coverage, in an amount equal to the full replacement cost thereof. Such insurance shall contain an agreed valuation provision in lieu of any co-insurance clause, an ordinance and law endorsement, debris removal coverage and a waiver of subrogation endorsement. All policies or certificates of insurance, indemnity bonds and similar securities protecting the Premises from damage

shall name Lessor as a loss payee, as its interests may appear. Any and all payments from said policies or certificates of insurance, indemnity bonds and similar securities shall be made jointly payable to Lessor and Lessee, deposited in an account satisfactory to Lessor and Lessee during the Term of this Lease for application toward any required repairs or restorations, and made available to Lessee for use in making repairs or restorations. Further, Lessee shall notify Lessor within five (5) days of Lessee's receipt of notification of any modification or cancellation of any insurance contract. Lessee shall provide Lessor with replacement coverage acceptable to Lessor prior to the applicable modification or cancellation taking effect, and in no event more than thirty (30) days of Lessee's notification to Lessor of such modification or cancellation of any insurance contract or indemnity bond. Lessee shall be solely responsible for the insurance premium and any deductible (which shall not exceed the Maximum Deductible set forth in Paragraph 1.J or in such amount as shall be adopted by the Port Commission from time to time, which amount shall be consistent with industry standards).

(3) Lessor may, from time to time, require qualified appraisals to be made of the Premises and any and all improvements thereon. Lessee will cooperate with Lessor's appraiser to access and evaluate the Premises upon reasonable notice to Lessee. Upon the establishment of any new insurance premium or deductible, Lessor will advise Lessee by written notice. Lessee shall, within thirty (30) days, submit to Lessor evidence of such increased coverage.

(4) Lessee shall maintain "all risk" property insurance upon any building improvements and personal property owned by Lessee with coverage for perils as set forth on the Causes of Loss - Special Form, with a coverage extension for the perils of earthquake, windstorm and flood coverage, in an amount equal to the full replacement cost thereof. Such insurance shall contain an agreed valuation provision in lieu of any co-insurance clause, an ordinance and law endorsement, debris removal coverage and a waiver of subrogation endorsement.

B. **Liability**:

(1) Lessee shall maintain, with financially sound and reputable insurers (see Paragraph D(1) below), commercial general liability insurance written on an "occurrence" policy form with coverage at least as broad as ISO CGL form CG 0001, including contractual liability insurance coverage, against claims for bodily injury, property damage, personal injury, products and completed operations, and advertising injury occurring on or about the Premises or in any way relating to or arising out of Lessee's use or occupancy of the Premises with minimum limits as provided in Paragraph 1.K or in such amount as shall be adopted by the Port Commission from

time to time, which amount shall be consistent with industry standards but in no event shall be less than the Minimum Coverage Amount set forth in Paragraph 1.K. Lessor and its "Related Parties" shall be named as additional insureds with coverage at least as broad as form ISO CG 2026 – Designated Person or Organization (or other comparable endorsement), without modification, affording coverage regardless of the additional insureds' concurrent negligence. Such insurance shall be endorsed to provide that the insurance shall be primary to and not contributory to any similar insurance carried by Lessor, and shall contain a severability of interest or cross liability clause. Further, Lessee shall notify Lessor within five (5) days of Lessee's receipt of notification of any modification or cancellation of any insurance contract or indemnity bond. Lessee shall provide Lessor with replacement coverage acceptable to Lessor prior to the applicable modification or cancellation taking effect, and in no event more than thirty (30) days of Lessee's notification to Lessor of such modification or cancellation of any insurance contract or indemnity bond. Lessor retains the right to increase the coverage amount upon receipt of notice, as required in Paragraph 14, that Lessee intends to make Alterations to the Premises.

(2) In the event that Lessee's use of the Premises requires improvements to be constructed on-site, Lessee shall also provide Contractor's Pollution Liability insurance in the amount of Five Million Dollars ($5,000,000) per claim and in the aggregate covering Lessee's general contractor and all sub-contractors of every tier during the construction of an improvement. This insurance shall be kept in effect until final completion of the project. In the event that the insurance is written on a claims made basis, the retroactive date shall be before the start of the project. Lessor shall be named as an additional insured on this coverage.

C. **Pollution Legal Liability**: Lessee shall also obtain pollution legal liability insurance against claims for bodily injury, property damage (including third party claims), natural resource damages, and clean up and defense costs occurring on or about the Premises or in any way relating to or arising out of Lessee's use or occupancy of the Premises and use of the Pipeline Easement areas, in the amount specified in Paragraph 1.L as an extension of the commercial general liability insurance or as a separate policy. Such policy or policies shall include coverage for sudden and accidental releases as well as any gradual releases arising in any way from Lessee's occupancy of and operations at the Premises. Lessor and its Related Parties shall be named as additional insureds with coverage at least as broad as form ISO CG 2026 – Designated Person or Organization (or other comparable endorsement), without modification, affording coverage regardless of the additional insureds' concurrent negligence. Such insurance shall be endorsed to provide that the insurance shall be primary to and not contributory

to any similar insurance carried by Lessor, and shall contain a severability of interest or cross liability clause. Further, Lessee shall notify Lessor within five (5) days of Lessee's receipt of notification of any modification or cancellation of any insurance contract or indemnity bond. Lessee shall provide Lessor with replacement coverage acceptable to Lessor prior to the applicable modification or cancellation taking effect, and in no event more than thirty (30) days of Lessee's notification to Lessor of such modification or cancellation of any insurance contract or indemnity bond. Lessor has assessed the pollution legal liability coverage amount specified in Paragraph 1.L based on the site conditions investigated by Lessor and the operational information provided by Lessee. A copy of the Tenant Environmental Questionnaire is attached as Exhibit "H". Lessee agrees that it shall provide notice to Lessor of any change in the site conditions or site operations, including without limitation changes in Hazardous Substances handled at the Premises as provided through the new product approval process described in Exhibit "I" thirty (30) days prior to any such change. Lessor retains the right to increase the coverage amount upon its knowledge that Lessee intends to: (i) change its operations, (ii) change its use or other handling of Petroleum Products or Hazardous Substances at the Premises, or (iii) make Alterations to the Premises.

D. **Miscellaneous:**

(1) Lessee's insurance carrier, for all insurance referenced in this Lease, shall be a reputable insurance company reasonably acceptable to Lessor and licensed to do business in the State of Washington. Lessee's insurance carrier(s) shall have a minimum A-VIII rating as determined by the then current edition of Best's Insurance Reports published by A.M. Best Co.

(2) Lessee shall provide Lessor with certificates of insurance, with a copy of additional insured endorsement in favor of Lessor attached, prior to or at occupancy, concurrently with the execution of this Lease and upon each renewal thereafter, to establish that Lessee's insurance obligations have been met and that the policies are not subject to cancellation or material change without at least thirty (30) days advance written notice to Lessor.

(3) Lessor reserves the right to inspect and require full copies of all insurance policies to be provided to Lessor.

(4) Lessee shall provide workers' compensation coverage (including all coverage mandated by any federal law) pursuant to all statutory requirements as may apply and any other insurance coverage required by law. It is the sole responsibility of Lessee to determine the laws applicable to Lessee's employees and

contractors and the employees and contractors of Lessee's agents operating the Facility. At no time shall Lessor incur any costs or liability due to Lessee's failure to obtain and maintain all insurance coverage required pursuant to applicable law. Lessee further agrees to maintain Employer Liability Act ("ELA") or stop gap insurance coverage of at least the Minimum Coverage Amount set forth in Paragraph I.K. In the event that the workers at the Facility are employed by one or more contractors of Lessee rather than by Lessee directly, Lessee shall not be required to maintain such coverage, but shall require such contractor or contractors to maintain such coverage for all workers at the Facility.

(5) Lessee shall provide Automobile Liability insurance with coverage at least as broad as Business Automobile Liability ISO form CA 0001, covering all owned, non-owned and hired automobiles brought on the Premises, with coverage of at least the Minimum Coverage Amount set forth in Paragraph I.K.

(6) Notwithstanding anything in this Lease to the contrary, neither Party, nor its Related Parties, nor, in case of Lessee, its sublessees, shall be liable to the other Party or to any insurance company (by way of subrogation or otherwise) insuring the other Party, for any loss or damage to any building, structure or other property (whether real or personal) arising from any cause that (i) would be insured against under the terms of any property insurance required to be carried hereunder, or (ii) is insured against under the terms of any property insurance actually carried, regardless of whether the same is required hereunder, even though such loss or damage might have been occasioned by the negligence of such Party or its Related Parties. Each Party shall notify their respective insurance companies of this waiver of any rights of subrogation that such companies may have against Lessor or Lessee, as the case may be and shall obtain any necessary endorsement to avoid such waiver's invalidating the policy in whole or in part. Further, neither Lessor nor any Related Party of Lessor shall be liable for any such damage caused by other lessees or persons in, upon or about the Premises, or caused by operations in construction of any private, public or quasi-public work.

(7) Lessor and Lessee each hereby waive, and in no event shall either Party be liable to the other for, any lost profits, damage to business, or any form of special, indirect of consequential damages.

(8) Lessee shall be solely responsible for all losses up to the applicable deductible.

16. **RELEASE AND INDEMNIFICATION COVENANTS:**

A. Lessee releases Lessor and all officials and employees of Lessor from, and covenants and agrees that neither Lessor nor any Related Party of Lessor shall be liable for, and Lessee agrees to defend, indemnify and

hold Lessor and its Related Parties (hereinafter the "Lessor Indemnitee" or "Lessor Indemnitees") harmless against, any and all claims, actions, proceedings, damages, liabilities, costs, and expenses incurred (including, without limitation, all attorneys' fees and expenses arising in connection with each such claim, action or proceeding) from or in connection with: (i) the conduct, operation or management of the Premises or of any business therein, or any work or thing whatsoever done, or any condition created therein or thereon, (ii) any act, omission, or negligence of Lessee or any of its sublessees or licensees or its or their partners, directors, officers, agents, employees, invitees or contractors; (iii) any incident, injury or damage whatever occurring in, at or upon the Premises; and/or (iv) any breach or Default by Lessee in the full and prompt payment and performance of Lessee's obligations under this Lease, except that (1) Lessee's indemnity shall not apply to any loss, damage, injury or death to the extent attributable to the negligence or intentional misconduct of Lessor or Lessor Indemnitees (provided, however, that in such event the indemnity shall remain valid for all other Lessor Indemnitees); (2) if and to the extent that this Lease is subject to Section 4.24.115 of the Revised Code of Washington, it is agreed that where liability for damages arising out of bodily injury to persons or damage to property is caused by or results from the concurrent negligence of (a) the Lessor Indemnitee or Lessor Indemnitee's agents or employees, and (b) the Lessee or its Related Parties, Lessee's obligations of indemnity under this Paragraph 16 shall be effective only to the extent of the Lessee's negligence; and (3) liability for any loss, claim, fine or penalty arising from the Release of Petroleum Products or Hazardous Substances or any violation of Environmental Laws shall be governed by the terms of Paragraph 11.H of this Lease.

B. In case any action shall be brought against any Lessor Indemnitee in respect of which indemnity may be sought against Lessee, such Lessor Indemnitee shall promptly notify Lessee in writing and Lessee shall assume the defense thereof, including the employment of counsel and the payment of all expenses incident to such defense. Such Lessor Indemnitee shall have the right to employ separate counsel in any such action and participate in the defense thereof, but the fees and expenses of such counsel shall be paid by such Lessor Indemnitee unless the employment of such counsel has been authorized by Lessee or counsel for Lessee shall have advised Lessor in writing that there exists actual or potential conflicts of interest which make representation by the same counsel inappropriate. Lessee shall not be liable for any settlement of any such action without its consent but, if any such action is settled with the consent of Lessee or if there be final judgment for the plaintiff of any such action, Lessee

agrees to indemnify and hold harmless Lessor Indemnitees from and against any loss or liability by reason of such settlement or judgment.

C. Lessee specifically and expressly waives any immunity that may be granted Lessee under the Washington State Industrial Insurance Act, Title 51 RCW, or its successor. Further, the indemnification obligation under this Lease shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under all workers' compensation act (including, but not limited to, the Washington State Industrial Insurance Act, disability benefits acts or other employee benefits acts.

D. Lessor shall indemnify and hold harmless Lessee and its Related Parties ("Lessee Indemnitee" or "Lessee Indemnitees") from and against any and all third party claims for bodily injury and/or property damage arising from or in connection with: (i) any accident, injury or damage whatever occurring in, at or upon the Common Areas; (ii) any act, omission, or negligence of Lessor or its or their officers, agents, employees, invitees or contractors; and/or (iii) any breach or Default by Lessor in the full and prompt performance of Lessor's obligations under this Lease; together with all costs, expenses and liabilities incurred or in connection with each such claim or action or proceeding brought thereon, including, without limitation, all attorneys' fees and expenses at trial and upon appeal, except that (1) Lessor's Indemnity shall not apply to bodily injury, death and/or property damage to the extent attributable to the negligence or intentional misconduct of Lessee or Lessee Indemnitee(s) (provided, however, that in such event the indemnity shall remain valid for all other Lessee Indemnitees); (2) if and to the extent that this Lease is subject to Section 4.24.115 of the Revised Code of Washington, it is agreed that where liability for damages arising out of bodily injury to persons or damage to property is caused by or results from the concurrent negligence of (a) a Lessee Indemnitee or Lessee Indemnitees, and (b) the Lessor or the Lessor's agents or employees, Lessor's obligations of indemnity under this paragraph shall be effective only to the extent of the Lessor's negligence; (3) liability for any loss, claim, fine or penalty arising from the Release of Petroleum Products or Hazardous Substances or any violation of Environmental Laws shall be governed by the terms of Paragraph 11.H of this Lease and not by this Paragraph 16.D; and (4) liability for property damage arising from a fire or other casualty shall be governed by Paragraph 17 of this Lease and not by this Paragraph 16.D.

E. The indemnification provisions of this Paragraph 16 shall survive the expiration or earlier termination of this Lease, and are independent of, and will not limit or be limited by, any insurance obligations in this Lease (whether or not complied with).

17. **DAMAGE OR DESTRUCTION:**

A. In the event the Premises or any portion thereof shall be damaged or destroyed by fire or any other insured casualty, or any other insured peril whatsoever, at any time during the term of this Lease, then and in such event, unless the damage exceeds fifty percent (50%) of the replacement cost thereof or will take more than one year to repair, Lessee will or will cause to repair and restore the buildings and improvements in substantially the same location and condition before damage occurred.

B. In the event Lessee elects, undertakes, or is required to rebuild, the proceeds of any insurance policies which are required hereunder shall be first devoted exclusively to the repair and restoration of the damaged or destroyed buildings and improvements located on the Premises and the expenditure of such sum by Lessee for the restoration thereof shall be considered full compliance with the covenant to repair and restore. All property insurance proceeds on Lessee's buildings and improvements owned by Lessee, whether or not used to repair or restore said damage, shall be paid to Lessor and Lessee jointly. All property insurance proceeds on Lessor provided site improvements shall be paid to Lessor.

C. In the event the Premises or any portion thereof is damaged or destroyed to an extent exceeding fifty percent (50%) of the replacement cost thereof, or if Lessor reasonably determines that repair or restoration of any damage cannot be completed within one year, or if there is less than three (3) years remaining in the Term, Lessee shall have the option to elect either to repair and restore the buildings and improvements located on the Premises to substantially the same location and condition as existed before damage occurred or to terminate this Lease. In the event Lessee elects to terminate this Lease: (i) Lessee shall give Lessor written notice of such termination within forty-five (45) days of the date of damage, and (ii) Lessor shall be entitled to any casualty insurance proceeds necessary to repair or replace the improvements or Alterations to the extent affected by such damage or destruction. If Lessee is not in Default under this Lease, any prepaid or unearned rent shall be returned to Lessee.

D. In the event the Premises or any portion thereof is damaged or destroyed, to whatever extent, but Lessor and Lessee agree to maintain this Lease during the time of repair and restoration, Lessee shall be entitled to a reduction of Rent equal to that portion of the Premises unusable as a result of the damage and/or destruction so long as Lessee is at all times diligently pursuing such repair or restoration to completion.

18. **SUBORDINATION AND ATTORNMENT**:

A. Lessor shall have the absolute right to sell, transfer, convey, assign and encumber its interest in this Lease and its estate in the Premises (called "Lessor's Interest"), or any part thereof (including, but not limited to, Lessor's reversion), and to delegate all or any portion of its obligations hereunder, from time to time as it sees fit, without obtaining any approval from Lessee.

B. This Lease shall be subject and subordinate to any encumbrances and to any extensions or renewals thereof which are now, or may hereafter be placed by Lessor, its successors or assigns, upon the whole or any part of Lessor's property and which includes the Premises. Promptly upon request by Lessor and without expense to Lessor, Lessee shall execute and deliver any instrument which may be reasonably required by Lessor or its current or prospective lender, bondholders or the trustee for Lessor's bonds, or the holder of the secured party's interest in any loan (collectively "Mortgagee") with regard to the Premises in confirmation of such subordination. If Lessee shall fail at any time to execute and deliver any such subordination, Lessor, in addition to any other remedy available to it in consequence thereof, may execute and deliver such instrument as the attorney-in-fact of Lessee; and Lessee hereby appoints Lessor as attorney-in-fact for such limited purpose.

C. In the event that Lessor sells or assigns its interest or estate absolutely, Lessee shall be bound to the purchaser or assignee under all of the covenants, terms and conditions of this Lease for the balance of the Term with the same force and effect as if such purchaser or assignee was the lessor under the Lease and Lessee hereby attorns to such purchaser or assignee as its landlord, such attornment to be effective and self-operative without the execution of any further instrument on the part of either of the Parties hereto immediately upon such purchaser's or assignee's succeeding to the interest or estate of Lessor. Specifically, on receipt of a notice from Mortgagee that Rents should be paid to Mortgagee, Lessee shall pay all Rents to Mortgagee or its designee directly. If the Mortgagee succeeds to the interest of Lessor under the Lease, Mortgagee shall not be: (i) liable for any act or omission of Lessor or any prior landlord; (ii) liable for the return of any Security Deposit unless such deposit has been delivered to Mortgagee by Lessor or is in an escrow fund available to Mortgagee; (iii) subject to any offsets or defenses that Lessee might have against any prior landlord (including Lessor); (iv) bound by any rent or additional rent that Lessee might have paid for more than the current month to any prior landlord (including Lessor); (v) bound by any amendment, modification, or termination of the Lease made without Mortgagee's consent; (vi) personally liable under the Lease, Mortgagee's liability hereunder being limited to its interest in the Premises; or (vii) bound by

any notice of termination given by Lessor to Lessee without Mortgagee's prior written consent thereto. If during the pendency of foreclosure proceedings or otherwise, there is appointed by the court a receiver for the property of which the Premises are a part, Lessee hereby attorns to the receiver as its landlord during the pendency of such foreclosure proceeding, such attornment to be effective and self-operative without the execution of any further instrument on the part of either Party.

D. If requested by any Mortgagee, or any ground lessor, Lessee will agree to give such Mortgagee or ground lessor, a reasonable opportunity to cure any Default by Lessor under this lease.

19. **ASSIGNMENT OR SUBLEASE**:Except as specifically provided in this Paragraph 19, Lessee shall not assign, in whole or in part, this Lease or any extension thereof, nor shall Lessee rent or sublease all or any part of the Premises, to a third party, without the prior written consent of Lessor, which shall not be unreasonably withheld or delayed so long as the Permitted Use and all other terms and conditions hereof (other than the identity of Lessee) remain unchanged following such assignment, and so long as Lessee demonstrates to Lessor's sole satisfaction that the proposed assignee (i) has the financial ability to pay and perform the obligations of Lessee under this Lease, and (ii) has the ability and experience to operate the Facility for the Permitted Use, and no rights hereunder in or to said Premises shall pass by operation of law or other judicial process or through insolvency proceedings. Notwithstanding the foregoing, if the assignment is the direct result of a change of ownership or control of the business operated by Lessee at the Premises by a non-third-party merger or consolidation of Lessee (including an internal merger or consolidation of the Lessee or a division(s) thereof) or a transfer to an affiliate of Lessee or an entity owned or controlled by Tesoro Corporation, a Delaware corporation, or Savage Companies, a Utah corporation, Lessor's consent shall not be required. The rights and obligations hereof shall extend to and be binding upon Lessor's and Lessee's respective permitted successors and assigns as the case may be. Lessee will furnish Lessor with copies of all such assignment, sublease or rental documents. For the purposes of this Lease, any change of fifty percent (50%) or more of the beneficial ownership of the Lessee including sale, liquidation or other disposition of corporate stock or limited liability company units (or a sale of substantially all of the assets) will be considered an assignment. Should Lessor consent to any assignment made by Lessee solely for the purposes of obtaining a loan or other consideration from a third party (as opposed to a merger, consolidation, sale of assets, corporate stock or limited liability units), then Lessor's consent shall be made in accordance with a mutually agreed

Consent to Assignment. Upon any assignment of this Lease or sublease of the Premises, Lessee shall continue to be obligated under this Lease.

B. If Lessor refuses to consent to an assignment, Lessee's sole remedy shall be the right to bring declaratory action to determine whether Lessor was entitled to refuse such assignment under the terms of this Lease.

C. The granting of consent to any assignment or sublease shall not constitute a waiver of Lessor's discretion to approve or disapprove any future request for permission to assign or sublease in accordance with the requirements of Paragraph 19.A. Acceptance of rent or other performance by Lessor following an assignment or sublease, whether or not Lessor has knowledge of such assignment or sublease, shall not constitute consent to the same nor a waiver of the requirement to obtain consent to the same.

D. Unless otherwise agreed in writing, the initial Lessee and any assignee of Lessee shall remain liable for the full performance of all obligations of Lessee hereunder during the entire Term of this Lease.

E. A minimum handling and transfer fee ("Transfer Fee") of Two Thousand Five Hundred and 00/100 Dollars ($2,500.00) shall be payable by Lessee to Lessor if Lessee requests that Lessor's consent to a proposed assignment (including an assignment to a creditor for security purposes), sublease or modification of this Lease. Such Transfer Fee shall be submitted to Lessor at the same time that Lessee requests Lessor's consent to the proposed sublease, assignment or modification. If Lessor's reasonable and customary attorneys' fees exceed the Transfer Fee, then Lessee agrees to reimburse Lessor for such additional reasonable and customary attorneys' fees. Lessee's failure to remit this additional amount within sixty (60) days of the mailing of notice of such charges shall constitute a Default under this Lease.

F. In the event Lessee fails or refuses to pay Rent or Additional Charges when due or is otherwise in Default as defined in Paragraph 23 of this Lease, any sublessee of Lessee shall direct all rental and other payments under the sublease directly to Lessor upon written notice from Lessor and without liability to the original Lessee. In the event Lessor elects to terminate the Lease due to a Default by Lessee, any sublease previously agreed to shall, at Lessor's sole discretion, automatically become a direct lease between Lessor and the sublessee, subject to all terms and conditions of this Lease (including bond, security and insurance requirements) without further action by any Party.

20. **LEASEHOLD MORTGAGES**:Lessee shall have the right, in addition to any other rights granted and without any requirement to obtain Lessor's consent, to mortgage or grant a security interest in Lessee's interest in

this Lease, the Premises and the Alterations, and in any subleases, under one or more leasehold mortgages or pursuant to a sale-leaseback financing arrangement to one or more Lending Institutions (as defined in Paragraph 20.B) and/or under one or more purchase-money leasehold mortgages to a Lending Institution, and to assign this Lease and any subleases to a Lending Institution as collateral security for such leasehold mortgages or pursuant to the sale-leaseback financing arrangement, on the condition that all rights acquired under such leasehold mortgages or pursuant to the sale-leaseback financing arrangement shall be subject to each and all of the covenants, conditions, and restrictions set forth in this Lease and to all rights and interests of Lessor, none of which covenants, conditions, restrictions, rights, or interests is or shall be waived by Lessor by reason of the right given to mortgage or grant a security interest in Lessee's interest in this Lease and the Premises and the Improvements, except as expressly provided otherwise. During any period of time that Lessor's deed of trust to secure the payment of the WS&F Lien Amount is an encumbrance against the improvements and Alterations located on the Premises, any Permitted Leasehold Mortgage (defined below) shall be subject and subordinate to Lessor's deed of trust.

B. Any mortgage or sale-leaseback financing arrangement made pursuant to this paragraph is referred to as a "Permitted Leasehold Mortgage," and the holder of or secured party under a Permitted Leasehold Mortgage is referred to as a "Permitted Leasehold Mortgagee." The Permitted Leasehold Mortgage that is prior in lien or interest among those in effect is referred to as the "First Leasehold Mortgage," and the holder of or secured party under the First Leasehold Mortgage is referred to as the "First Leasehold Mortgagee." For the purposes of any rights created under this paragraph, any so-called wraparound lender that is a Lending Institution shall be considered a First Leasehold Mortgagee. If a First Leasehold Mortgage and a Permitted Leasehold Mortgage that is second in priority in lien or interest among those in effect are both held by the same Permitted Leasehold Mortgagee, the two Permitted Leasehold Mortgages are collectively referred to as the "First Leasehold Mortgage." A "Permitted Leasehold Mortgage" includes, without limitation, mortgages and trust deeds as well as financing statements, security agreements, sale-leaseback instrumentation, and other documentation that the lender may require. The words "Lending Institution", as used in this Lease, mean (1) a bank (state, federal or foreign), trust company (in its individual or trust capacity), insurance company, credit union, savings bank (state or federal), pension, welfare or retirement fund or system, real estate investment trust (or an umbrella partnership or other entity of which a real estate investment trust is the majority owner), federal or state agency regularly making or guaranteeing mortgage loans, investment bank, subsidiary of a Fortune 500 company (such as General Electric Capital Corporation), real

estate mortgage investment conduit, or securitization trust; (2) any issuer of collateralized mortgage obligations or any similar investment entity (provided that either (a) at least certain interests in such issuer or other entity are publicly traded or (b) such entity was or is sponsored by an entity that otherwise constitutes a Lending Institution or has a trustee that is, or is an Affiliate of, any entity that otherwise constitutes a Lending Institution), or any Person acting for the benefit of or on behalf of such an issuer; (3) any Person actively engaged in commercial real estate financing and having total assets (on the date when its Leasehold Mortgage is executed and delivered, or on the date of such Leasehold Mortgagee's acquisition of its Leasehold Mortgage by assignment, but excluding the value of any Leasehold Mortgage encumbering this Lease) of at least Five Hundred Million and 00/100 Dollars ($500,000,000.00); (4) any Person that is a wholly owned subsidiary of or is a combination of any one or more of the foregoing Persons; or (5) any of the foregoing when acting as trustee, agent, or administrative agent for other lender(s) or investor(s), whether or not such other lender(s) or investor(s) are themselves Lending Institutions. The fact that a particular Person (or any Affiliate of such Person) is a partner, member, or other investor of the then Lessee shall not preclude such Person from being a Lending Institution and a Leasehold Mortgagee provided that: (a) such entity has, in fact, made or acquired a bona fide loan to Lessee secured by a Leasehold Mortgage or is a Mezzanine Lender; (b) such entity otherwise qualifies as Lending Institution and a Leasehold Mortgagee (as applicable); and (c) at the time such entity becomes a Leasehold Mortgagee, no Default exists under this Lease, unless simultaneously cured.

C. If a Permitted Leasehold Mortgagee sends to Lessor a true copy of its Leasehold Mortgage, together with written notice specifying the name and address of the Permitted Leasehold Mortgagee, then as long as such Permitted Leasehold Mortgage remains unsatisfied of record or until written notice of satisfaction is given by the holder to Lessor, the following provisions shall apply (in respect of such Permitted Leasehold Mortgage):

(1) Except as expressly provided otherwise below, a Leasehold Mortgagee shall not be bound by any cancellation, termination, surrender, acceptance of surrender, amendment, or modification of this Lease without in each case the prior consent in writing of the Permitted Leasehold Mortgagee. Nor shall any merger result from the acquisition by, or devolution upon, any one entity of the fee and the leasehold estates in the Premises.

(2) Lessor shall, upon serving Lessee with any notice, whether of Default or any other matter, simultaneously serve a copy of such notice on the Permitted Leasehold Mortgagee, and no such notice to

Lessee shall be deemed given unless a copy is so served on the Permitted Leasehold Mortgagee in the manner provided in this Lease for giving notices.

(3) In the event of any Default by Lessee under this Lease, each Permitted Leasehold Mortgagee has the same period as Lessee has, plus thirty (30) days, after service of notice on it of such Default, to remedy or cause to be remedied or commence to remedy and complete the remedy of the Default complained of for such default, and Lessor shall accept such performance by or at the instigation of such Permitted Leasehold Mortgagee as if the same had been done by Lessee. Each notice of non-monetary Default given by Lessor will state the amounts of whatever Rent or Additional Charges are then claimed to be in default, if any.

(4) If Lessor elects to terminate this Lease by reason of any Default of Lessee, the Permitted Leasehold Mortgagee, in addition to the rights granted under the preceding paragraph, shall also have the right to postpone and extend the specified date for the termination of this Lease as fixed by Lessor in its notice of termination, for a period of six months, provided that the Permitted Leasehold Mortgagee shall cure or cause to be cured any then-existing defaults in payment of Rent and Additional Charges and meanwhile pay the Rent and Additional Charges, and provided further that the Permitted Leasehold Mortgagee shall forthwith take steps to acquire or sell Lessee's interest in this Lease by foreclosure of the Permitted Leasehold Mortgage or otherwise and shall prosecute the same to completion with all due diligence. If, at the end of the six-month period, the Permitted Leasehold Mortgagee is actively engaged in steps to acquire or sell Lessee's interest, the time of the Permitted Leasehold Mortgagee to comply with the provisions of this Paragraph 20.C shall be extended for such period as is reasonably necessary to complete such steps with reasonable diligence and continuity.

(5) Lessor agrees that the name of the Permitted Leasehold Mortgagee may be added to the "Loss Payable Endorsement" of any and all insurance policies required to be carried by Lessee or Lessor.

(6) Lessor agrees that in the event of termination of this Lease by reason of any Event of Default by Lessee, Lessor will enter into a new lease of the Premises with the Permitted Leasehold Mortgagee or its nominee, for the remainder of the Term, effective on the date of such termination, at the Rent and Additional Charges and on the terms, provisions, covenants, and agreements contained in this Lease and subject only to the same conditions of title as this Lease is subject to on the date this Lease is executed, and to the rights, if any, of any parties then in possession of any part of the Premises, provided:

a) The Permitted Leasehold Mortgagee or its nominee shall make written request on Lessor for such new lease within fifteen (15) days after the date of termination indicated in the notice of termination given to Permitted Leasehold Mortgagee and such written request shall be accompanied by payment to Lessor of Rent and Additional Charges then due to Lessor under this Lease.

b) The Permitted Leasehold Mortgagee or its nominee shall pay to Lessor, at the time the new lease is executed and delivered, any and all Rent and Additional Charges that would be due at the time of the execution and delivery of the new lease pursuant to this Lease but for such termination, and in addition any expenses, including reasonable attorneys' fees, to which Lessor shall have been subjected by reason of such Default.

c) The Permitted Leasehold Mortgagee or its nominee shall ensure that any security and guaranty(ies) are in full force and effect, and shall perform and observe all covenants contained in this Lease on Lessee's part to be performed and further shall remedy any other conditions that Lessee under the terminated Lease was obligated to perform; and upon execution and delivery of such new lease, any subleases, security that may have been assigned and transferred previously by Lessee to Lessor, as security under this Lease, shall then be held by Lessor as security for the performance of all the obligations of Lessee under the new lease.

d) Lessor shall not warrant possession of the Premises or the Improvements to Lessee under the new lease.

e) Such new lease shall be expressly made subject to the rights, if any, of Lessee under the terminated Lease.

f) Lessee under such new lease shall have the same right, title, and interest in and to the Alterations on the Premises as Lessee had under the terminated Lease.

g) Nothing contained in this Lease requires the Permitted Leasehold Mortgagee or its nominee to cure any Default that occurs as a result of the status of Lessee, such as Lessee's bankruptcy or insolvency, or to discharge any lien, charge, or encumbrance against Lessee's interest in this Lease junior in priority to the lien of the Permitted Leasehold Mortgage.

h) The First Leasehold Mortgagee shall be given notice of any arbitration or other proceeding or dispute by or between the Parties and shall have the right to intervene and be made a party to any such arbitration or other proceeding. In any event, each Permitted Leasehold Mortgagee shall receive notice of, and a copy of, any award or decision made in the arbitration or other proceeding.

i) Any award or payment in condemnation or eminent domain in respect of the improvements shall be paid to the First Leasehold Mortgagee for the benefit of the Parties and applied in the manner specified in this Lease.

j) No fire or casualty loss claims shall be settled and no agreement will be made in respect of any award or payment in condemnation or eminent domain without in each case the prior written consent of the First Leasehold Mortgagee.

k) Except as otherwise provided in this Paragraph 20, no liability for the payment of Rent or Additional Charges or the performance of any of Lessee's covenants and agreements shall attach to or be imposed on the Permitted Leasehold Mortgagee (other than any obligations assumed by the Permitted Leasehold Mortgagee), all such liability (other than any obligations assumed by the Permitted Leasehold Mortgagee) being expressly waived by Lessor.

l) Lessor, within 10 days after request in writing by Lessee or any Permitted Leasehold Mortgagee, shall furnish a written statement, duly acknowledged, that this Lease is in full force and effect and unamended, or if there are any amendments, such statement will specify the amendments, and that there are no Defaults by Lessee that are known to Lessor, or if there are any known Defaults, such statement shall specify the Defaults Lessor claims exist.

m) No payment made to Lessor by any Permitted Leasehold Mortgagee shall constitute agreement that such payment was, in fact, due under the terms of this Lease; and the Permitted Leasehold Mortgagee having made any payment to Lessor pursuant to Lessor's wrongful, improper, or mistaken notice or demand shall be entitled to the return of any such payment or portion, provided it shall have made demand not later than one year after the date of its payment.

n) Lessor, on request, shall execute, acknowledge, and deliver to each Permitted Leasehold Mortgagee an agreement prepared at the sole cost and expense of Lessee, in form satisfactory to the Permitted Leasehold Mortgagee and Lessor, among Lessor, Lessee, and the Permitted Leasehold Mortgagee, agreeing to all the provisions of this paragraph.

o) Lessor shall at no time be required to subordinate its fee simple interest in the Premises to the lien of any leasehold mortgage, nor to mortgage its fee simple interest in the Premises as collateral

or additional security for any leasehold mortgage. Lessor shall attorn to any Permitted Leasehold Mortgagee or any other person who becomes Lessee by, through, or under a Permitted Leasehold Mortgage.

p) If Lessee is declared bankrupt or insolvent and this Lease is thereafter lawfully canceled or rejected, Permitted Leasehold Mortgagee or its nominee, shall accept the existing lease in bankruptcy.

q) If Lessor declares bankruptcy and Lessor's bankruptcy trustee rejects this Lease when there is a Permitted Leasehold Mortgagee, Lessee's right to elect to terminate this Lease or to retain its rights pursuant to 11 USC §365(h)(1) shall be exercised by the Permitted Leasehold Mortgagee.

21. **ESTOPPEL CERTIFICATE**: Lessee and Lessor shall each, at any time and from time to time without charge, and within ten (10) days after written request therefor by the other Party, complete, execute, and deliver to the requesting Party a written statement concerning the terms of this Lease, whether it is in full force and effect, if there are any Defaults hereunder, and such other information as may be required by the requesting Party, but only as typically provided in an estoppel certificate.

22. **[INTENTIONALLY DELETED]**.

23. **LIENS**: Except for the deed of trust granted by Lessee to Lessor to secure the payment of the WS&F Lien Amount and any Permitted Leasehold Mortgage, Lessee shall keep the Premises and Lessee's leasehold interest therein free and clear of, and shall indemnify, defend and hold harmless Lessor against, all liens, charges, mortgages, and encumbrances which may result from any act or neglect of Lessee, including but not limited to liens for utility charges and mechanics and materialman liens, and all expenses in connection therewith, including attorneys' fees; it being expressly agreed that Lessee or any transferee, assignee, delegate or sublessee shall have no power or authority to create any such lien, charge, mortgage or encumbrance except with the prior written approval of Lessor. Nothing herein shall prevent Lessee from litigating any Lien not believed by Lessee to be valid, providing that (i) such contest will not expose Lessor to civil or criminal liability, fine or penalty, (ii) such contest will not subject the Premises to sale, forfeiture, foreclosure or interference, and (iii) Lessee provides to Lessor security, reasonably satisfactory to Lessor against any loss or injury by reason of such contest and prosecutes the contest with due diligence.

24. **DEFAULT OR BREACH**:

Time is of the essence of this Lease. Each of the following events shall constitute an event of default and breach ("Default") of this Lease:

A. If Lessee, or any successor or assignee of Lessee while in possession, shall file a petition in bankruptcy or insolvency or for reorganization under any Bankruptcy Act, or shall voluntarily take advantage of any such Act by answer or otherwise, or shall make an assignment for the benefit of creditors.

B. If involuntary proceedings under any bankruptcy law or insolvency act shall be instituted against Lessee, or if a receiver or trustee shall be appointed for all or substantially all of the property of Lessee, and such proceedings shall not be dismissed or the receivership or trusteeship vacated within one hundred twenty (120) days after the institution or appointment.

C. If Lessee shall fail to pay to Lessor Rent or Additional Charges when due, taking into account any grace period for payment provided hereunder.

D. If Lessee shall fail to provide a bond or other security in violation of Paragraph 6 and maintain it throughout the Term of this Lease and sixty (60) days thereafter.

E. If Lessee shall fail to provide the insurance required under Paragraph 15.

F. If Lessee shall fail to occupy and use the Premises continuously during the Term of this Lease in violation of Paragraph 8.A.

G. If this Lease or the interest of Lessee under this Lease shall be assigned, sublet or otherwise transferred to or shall pass to or devolve on any other person or party, voluntarily or involuntarily, except in the manner expressly permitted in this Lease.

H. If Lessee shall fail to perform or comply with any other term or condition of this Lease, and if the non-performance shall continue for a period of twenty (20) days after notice of non-performance given by Lessor to Lessee or, if the performance cannot be reasonably accomplished within the twenty (20) day period, Lessee shall not in good faith have commenced performance within the twenty (20) day period and shall not diligently proceed to completion of performance within a reasonable time thereafter.

I. If any default or event of default of Lessee shall arise under any Pipeline Agreement and continue beyond any applicable notice or cure period available to Lessee thereunder.

H. Lessor shall use commercially reasonable efforts to mitigate its damages following a Default by Lessee hereunder.

In the event that Lessor fails to perform or comply with any term or condition of this Lease, and if the non-performance shall continue for a period of twenty (20) days after notice of non-performance given by Lessee to

Lessor or, if the performance cannot be reasonably accomplished within the twenty (20) day period, Lessor shall not in good faith have commenced performance within the twenty (20) day period and shall not diligently proceed to completion of performance within a reasonable time thereafter, then Lessee shall have all rights and remedies available at law or in equity as a result of Lessor's breach.

25. **EFFECT OF DEFAULT:**

In the event of any Default by Lessee under this Lease, Lessor shall have the following rights and remedies:

A. In the event of any Default by Lessee or any person claiming under, by, or through Lessee, or any threatened or attempted Default by such person, Lessor shall be entitled to pursue an injunction against such person enjoining such Default (other than an injunction to cause Lessee to continuously operate the Premises pursuant to the terms of Paragraph 8.A). Nothing herein contained precludes Lessor from pursuing any other remedies available hereunder or at law or equity to Lessor for such breach, including eviction and the recovery of damages.

B. Lessor shall have the right to terminate this Lease, as well as all right, title and interest of Lessee under this Lease, by giving to Lessee not less than thirty (30) days notice of the termination effective on a date specified in the notice. No act of Lessor or its agents shall be deemed a termination of this Lease and no agreement of Lessor to terminate this Lease shall be valid, effective, or enforceable unless in writing and signed by Lessor. On the termination date specified in the notice, this Lease, and the right, title and interest of Lessee under this Lease, shall terminate in the same manner and with the same force and effect, except as to Lessee's liability, as if such termination date was the end of the Term originally set forth in this Lease.

C. Lessor may elect, but shall not be obligated, to make any payment required of Lessee in this Lease or to comply with any agreement, term, or condition required by this Lease to be performed by Lessee. Lessor shall have the right to enter the Premises for the purpose of curing any such Default and to remain until the Default has been cured. In either case, Lessor may charge to Lessee as Additional Charges the amount of such payment or the cost of such compliance or cure, together with interest thereon at the Interest Rate from the date of such payment. Any such cure by Lessor shall not be deemed to waive or release the Default of Lessee or the right of Lessor to take any action as may be otherwise permissible under this Lease in the case of any Default.

D. Lessor may re-enter the Premises immediately and remove the personal property and personnel of Lessee, and store the property in a public warehouse or at a place elected by Lessor, at the expense of Lessee. **Lessor may also remove any third party's property, and store the same in a public warehouse or other place**

elected by Lessor at the third party's expense, after Lessor has contacted the third party owner and given said third party owner ten (10) days' notice of Lessor's intent to remove the property. After re-entry, Lessor may terminate this Lease on giving thirty (30) days' notice of termination to Lessee. Without the notice, re-entry will not terminate this Lease.

E. After re-entry, Lessor may relet the Premises or any part of the Premises for any term without terminating this Lease, at the rent and on the terms as Lessor may choose. Lessor may make Alterations and repairs to the Premises. The duties and liabilities of the Parties upon the reletting of the Premises as provided in this paragraph shall be as follows:

(1) In addition to Lessee's liability to Lessor for breach of this Lease, Lessee shall be liable for all expenses of the reletting, for the Alterations and repairs made, and for the difference between the rent and additional charges received by Lessor under the new lease agreement, and the Rent and Additional Charges that are due for the same period under this Lease.

(2) To the fullest extent permitted by law, Lessor shall have the right to apply the rent received from reletting the Premises to any amount as Lessor may decide in Lessor's sole discretion, including but not limited to any or all of the following: (a) the interest owed by Lessee to Lessor under this Lease, (b) attorneys' fees and costs owed by Lessee to Lessor under this Lease, (c) expenses of the reletting and alterations and repairs made, (d) Rent or Additional Charges due under this Lease, or (e) future Rent or Additional Charges under this Lease as they become due.

(3) If the new Lessee does not pay a rent installment promptly to Lessor, and the rent installment has been credited in advance of payment to the indebtedness of Lessee other than Rent, or if rentals from the new Lessee have been otherwise applied by Lessor as provided for in this subparagraph E and during any rent installment period or less than the rent payable for the corresponding installment period under this Lease, Lessee shall pay Lessor the deficiency, separately for each rent installment deficiency, and before the end of that period. Lessor may at any time after reletting terminate this Lease for the breach on which Lessor had based the re-entry and subsequently relet the Premises, and in such event the provisions of subparagraph G hereof shall apply.

F. Lessor shall be entitled to recover damages from Lessee for any Default by Lessee, without prejudice to any of Lessor's other rights or remedies hereunder or at law or equity, including Lessor's right to terminate this Lease. If this Lease is terminated for any reason, Lessee's liability to Lessor for damages shall

survive such termination. In the event of termination as a result of any Default by Lessee, Lessor shall be entitled to recover immediately without waiting until the due date of any future Rent and/or Additional Charges or until the date fixed for expiration of the Term, the following amounts as damages determined as of the date of termination:

(1) Any Rent, Additional Charges and late charges due under the Lease as of the date of termination, together with interest thereon at the Interest Rate from the date each sum became due through the date of termination;

(2) Notwithstanding anything to the contrary herein and notwithstanding the exercise of any other rights and remedies of Lessor, including but not limited to the right to re-enter the Premises as set forth herein, any excess of the value of all of Lessee's obligations under this Lease, including the obligation to pay Rent and Additional Charges, from the date of termination until the end of the Term remaining immediately prior to such termination, over the reasonable rental value of the Premises for the same period figured as of the date of termination, plus the loss of reasonable rental value of the Premises as of the end of the Term resulting from Lessee's Default, the net result to be discounted to the date of termination at the rate of five percent (5%) per annum;

(3) The reasonable costs of re-entry and re-letting including without limitation the cost of any clean-up, refurbishing, removal of Lessee's property and fixtures, and any other expense occasioned by Lessee's failure to quit the Premises upon termination or to leave them in the required condition, and any remodeling costs, broker commissions and advertising costs, together with interest thereon at the Interest Rate from the date such costs are incurred by Lessor until paid; and

(4) Any other damages recoverable at law, in equity or under this Lease, including but not limited to any doubling of damages permitted under RCW 59.12.170.

The foregoing damages shall bear interest at the Interest Rate from the termination date until paid.

G. Lessor's rights and remedies shall be cumulative and may be exercised and enforced concurrently. Any right or remedy conferred upon Lessor under this Lease shall not be deemed to be exclusive of any other right or remedy it may have. In the event of a Default in the payment of Additional Charges, Lessor shall have all the rights and remedies provided at law, in equity or in this Lease for a Default in the payment of Rent.

26. **CONDEMNATION OR TERMINATION BY COURT ORDER:**

A. If all or any part of the Premises are condemned by any public body, and the part not taken is not suitable for continued operation of Lessee's business (as determined by Lessee and Lessor after consultation, or, if Lessor and Lessee are unable to agree, as determined by a court of competent jurisdiction), Lessee may, at its option, terminate this Lease as of the date of such taking, and, if Lessee is not in Default under any of the provisions of this Lease on said date, any Rent or Additional Charges prepaid by Lessee shall be promptly refunded to Lessee. Upon such termination, the entire estate and interest of Lessee in the Premises shall cease and Lessee shall have no further rights or obligations hereunder, except for any rights and obligations intended to survive the expiration or termination of this Lease, including (without limitation) the obligations of Lessee pursuant to Paragraph 28; provided, however, that if only a portion of the Premises is condemned, then Lessee's obligations for repair and restoration of any improvements located on the Premises shall apply only to the portion of the Premises that is surrendered to Lessor and is not the subject of the condemnation action.

B. In the event that any court having jurisdiction in the matter shall render a decision which has become final and which will prevent the performance by Lessor of any of its obligations under this Lease, then either Party hereto may terminate this Lease by written notice, and all rights and obligations hereunder (with the exception of any undischarged rights and obligations that accrued prior to the effective date of termination and any rights and obligations intended to survive the expiration or termination of this Lease) shall thereupon terminate. If Lessee is not in Default under any of the provisions of this Lease on the effective date of such termination, any Rent or Additional Charges prepaid by Lessee shall, to the extent allocable to any period subsequent to the effective date of termination, be promptly refunded to Lessee.

C. In every case of taking or sale of the Premises, or any part thereof to which this Paragraph 26 is applicable; (i) the net proceeds (excluding any portion thereof which is attributable to Lessee's trade fixtures and equipment, which shall belong to Lessee so long as Lessee is not then in Default hereunder, and any separate award to Lessee for relocation costs) shall be applied following order of priority until the net proceeds are exhausted:

(1) First, to Lessor, to the extent of the Land Award;

(2) Second, to Lessee, to the extent of the Building Leasehold Award;

(3) Last, to Lessor, to the extent of any remaining net proceeds; and

(ii) if this Lease is not terminated pursuant to Paragraph 26.A, the Rent shall be reduced proportionately to the reduction in the square footage of the Premises as a result of the taking. If a court that is authorized to fix and determine the condemnation award fails to fix and determine, separately and apart, the Land Award and Building Leasehold Award, such amounts shall be determined and fixed by agreement between Lessor and Lessee (or if Lessor and Lessee are unable to agree, shall be determined by a proceeding in the court in which the eminent domain proceeding is brought).

27. **HOLDING OVER**: In the event Lessee for any reason shall hold over after the expiration of this Lease, without written consent by Lessor, such holding over shall not be deemed to operate as a renewal or extension of this Lease, but shall only create a tenancy terminable at will at any time by Lessor. In this event the Rent owing from Lessee to Lessor shall equal one hundred fifty percent (150%) of the Base Monthly Rent during the last month prior to the holdover period, unless otherwise agreed. If Lessee, with written consent of Lessor, holds over after the expiration or sooner termination of this Lease, the resulting tenancy shall be on a month-to-month basis, upon agreed upon Rent terms. Lessee shall continue to be bound by all other pertinent provisions of this Lease.

28. **SURRENDER OF PREMISES**: Prior to the vacation of the Premises, and in addition to the requirements in Paragraph 11, Lessee shall promptly surrender possession of the Premises, and shall deliver all keys that it may have to any and all parts of the Premises. The Premises shall be surrendered to Lessor in the same condition in which the Premises were received, reasonable wear and tear excepted, and in the state of repair and maintenance required by the terms of this Lease. All Alterations and improvements allowed by Lessor shall be surrendered to Lessor in the same condition in which they were made, reasonable wear and tear excepted, and in the state of repair and maintenance required by the terms of this Lease, unless Lessor elects to permit or require Lessee to remove some or all of such improvements or Alterations (to the extent Lessor may require such removal pursuant to the terms hereof). Lessor may, at its option, exercised within ten (10) days after termination notice or expiration of this Lease, require Lessee expeditiously to remove any or all improvements and fixtures placed on the Premises by Lessee and which would otherwise remain the property of Lessor. In addition to all other requirements under this Lease, including but not limited to Paragraphs 11.L and 12.B, Lessor may require Lessee to repair any physical damage resulting from such removal, or Lessor may elect to do so itself and charge the cost to Lessee with interest at fifteen percent (15%) per annum from the date of expenditure, which shall be payable by Lessee forthwith on demand.

29. **JOINT AND SEVERAL LIABILITY**:

A. Each and every party who signs this Lease, other than in the representative capacity, as Lessee, shall be jointly and severally liable hereunder.

B. It is understood and agreed that for convenience the word "Lessee" and verbs and pronouns in the singular number and neuter gender are uniformly used throughout this Lease, regardless of the number, gender or fact of incorporation of the party who is, or of the parties who are, the actual Lessee or Lessees under this Agreement. In construing this Lease, if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to entities and individuals.

30. **RULES AND REGULATIONS**: Lessor, for the proper maintenance of the Premises, the rendering of good service thereon, and the providing of safety, order and cleanliness thereof, may make and enforce such rules and regulations as Lessor may reasonably deem necessary or appropriate for such purposes but not inconsistent with the covenants, terms and conditions of this Lease. Lessor's Rules and Regulations attached hereto as Exhibit "F" and the Health and Safety Guidelines for the Facility, prepared by Savage Corporation, in its capacity as the operator of the Facility, attached hereto as Exhibit "L" are acknowledged by Lessee as current and binding. Lessee reserves the right from time to time to modify the Health and Safety Guidelines, and shall provide a copy of such modified Health and Safety Guidelines to Lessor within thirty (30) days after Lessee's implementation thereof, which implementation shall not be subject to Lessor's review, consent, or approval. In addition, a final Facility Operation and Safety Plan shall be mutually approved prior to operation of the Facility.

31. **CAPTIONS AND PARTICULAR PROVISIONS**:

A. The captions in this Lease are for convenience only and do not in any way limit or amplify the provisions of this Lease.

B. If any term or provision of this Lease or the applications thereof to any person or circumstances 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 held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect.

32. **NON-DISCRIMINATION**:

A. Lessee agrees that in the performance of this Lease it will not discriminate by segregation or otherwise against any person or persons because of sex, race, creed, age, color or national origin.

B. It is agreed that Lessee's non-compliance with the provisions of this clause shall constitute a Default of this Lease following the lapse of any applicable notice and cure periods without a cure. In the event of such noncompliance, Lessor may take appropriate action to enforce compliance, may terminate this Lease, or may pursue such other remedies as may be provided by law.

33. **NOTICES**: All notices hereunder may be delivered (personally or by reliable overnight courier) or mailed. If mailed, they shall be sent by certified or registered mail to the address set forth in Paragraph 1.M or to such other address as either party hereto may hereafter from time to time designate in writing. Notices sent by mail shall be deemed to have been given three (3) days after the date on which properly mailed, postage prepaid, certified mail, return receipt requested. Notices delivered by reliable overnight courier service shall be deemed to have been given one (1) business day after the date on which deposited with such overnight courier service, properly addressed to the address set forth in Paragraph 1.M or to such other address as either party hereto may hereafter from time to time designate in writing, with charges paid for next business day delivery. Lessee shall also provide information to Lessor regarding Lessee's billing address if it is different from the notice listed above. Lessee shall also provide emergency contact information to Lessor within thirty (30) days of this Lease going into effect and shall keep such information current throughout the Term of this Lease.

34. **ATTORNEY'S FEES AND COURT COSTS**: In case suit or action is instituted to enforce compliance with any of the terms of this Lease, the losing Party agrees to pay the prevailing Party a reasonable attorney's fee before or at trial or any appeal, together with all costs and expenses incurred in connection with such actions, including the reasonable cost of searching the records to determine the condition of title at the time suit is commenced.

35. **SUCCESSORS AND ASSIGNS**: All rights, remedies and liabilities herein given to or imposed upon either of the Parties hereto shall inure to the benefit of and bind the executors, administrators, successors and assigns of such Parties. Nothing herein shall or is intended to confer upon any person, other than the Parties and their respective successors and assigns, any rights, remedies, obligations or liabilities.

36. **WAIVER**: Lessor shall not be deemed to have waived any rights under this Lease unless the waiver is given in writing and signed by Lessor. No delay or omission on the part of Lessor in exercising any right shall operate as a waiver of the right or any other right. A waiver by Lessor of a provision of this Lease shall not prejudice or constitute a waiver of Lessor's right otherwise to demand strict compliance with that provision or any other provision of this Lease. No prior waiver by Lessor shall constitute a waiver of any of Lessor's rights or of any of Lessee's obligations as to any future transactions.

37. **TOTAL AGREEMENT**: This Lease and the MGA Agreement contain the entire agreement between the Parties. Each Party represents that no promises, representations or commitments have been made by the other as a basis for this agreement which have not been reduced to writing herein. No oral promises or representations shall be binding upon either Party, whether made in the past or to be made in the future, unless such promises or representations are reduced to writing in the form of a modification to this Lease executed with all necessary legal formalities by the Commission of the Port of Vancouver. This Lease shall be construed without regard to any presumption or other rule requiring construction against the Party causing this Lease to be drafted.

38. **PROVISION OF FINANCIAL INFORMATION**: Within twenty (20) days' notice, and/or upon reasonable request, Lessee shall provide Lessor with current financial information concerning Lessee or any assignee, sublessee or guarantor, including financial statements certified, reviewed or compiled by a certified public accountant, if available, or, in the absence thereof, a balance sheet and income statement and other up-to-date financial information certified by Chief Financial Officer or other appropriate officer of Lessee or such assignee, sublessee or guarantor, as applicable, all as requested by Lessor; provided however, that Lessor acknowledges that such financial information with regard to a non-public company is Confidential Information and is to be used and disclosed only to Lessor's management personnel, Lessor's management company, attorneys and accountants for Lessor's internal purposes and to third parties only for the purpose of financing, refinancing, or sale of any portion of the Premises, and then only with reasonable confidentiality restrictions.

This Paragraph 38 does not prohibit either Party from disclosing Confidential Information to the extent such disclosure is required by law. If either Party, or any person to whom either Party transmits Confidential Information pursuant to this Lease, becomes legally compelled to disclose any Confidential Information, including without limitation Confidential Information subject to the Washington Public Disclosure Act, then such Party will provide prompt notice to the other Party prior to any such disclosure so that the other Party may seek a protective

order or other appropriate remedy and/or waive compliance with the provisions of this Paragraph with respect to such disclosure. If such protective order or other remedy is not obtained, or the other Party waives compliance with the provisions of this Paragraph, then the first Party will furnish only that portion of Confidential Information that such Party is advised by written opinion of counsel is legally required and will exercise such Party's best efforts to cooperate with the other Party's efforts to obtain reasonable assurance that confidential treatment will be accorded Confidential Information.

39. **BROKERS**: Nothing contained in this Lease shall impose any obligation on Lessor to pay a commission or fee to any party unless specifically agreed to in writing. Lessee and Lessor each hereby agrees to indemnify, defend and hold the other harmless for, from and against any claim for a compensation or fee by any broker or agen: engaged by such party.

40. **COUNTERPARTS**: This Lease may be signed in counterparts. All signatures taken together shall amount to the concurrence of all Parties. In that regard, a photostatic copy of any signature shall have the same effect as the original.

41. **NO OPTION BY SUBMISSION OF LEASE DRAFT**: The submission of this Lease for examination does not constitute a reservation of or option for the Premises to the prospective Lessee and this Lease shall become effective as a Lease only upon execution by both Lessor and Lessee.

42. **APPLICABLE LAW AND VENUE**: This agreement shall be governed by and construed in accordance with the laws of the State of Washington, and in the event of any litigation arising out of or relating to this Lease, the Parties hereto stipulate and agree that the venue of any such action shall be laid in Clark County, Washington.

IN WITNESS WHEREOF, the Parties hereto have signed this Lease as of the 23rd day of July, 2013.

PORT OF VANCOUVER, Lessor

By: _____
President

By: _____
Vice-President

By: _____
Secretary

TESORO SAVAGE PETROLEUM TERMINAL LLC, Lessee

By: _____

Title: AUTHORIZED REPRESENTATIVE

61 – GROUND LEASE
PDX\067855\189993\DHE\11710818.8

Approved as to form:

SCHWABE, WILLIAMSON & WYATT

By: Alicia L Lowe

Alicia L. Lowe, Port Counsel

62 – GROUND LEASE
PDX\067855\189993\DHE\11710818.8

STATE OF WASHINGTON)
) ss.
County of Clark)

On this day personally appeared before me NANCY I. BAKER, GERALD T. OLIVER, and BRIAN WOLFE, all Commissioners of the PORT OF VANCOUVER, and to me known to be the individuals that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said Port of Vancouver for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 23rd day of July, 2013.

Notary Public
State of Washington
BETSY LYNN ROGERS
My Appointment Expires Mar 1, 2016

Betsy Lynn Rogers
Print Name Here: Betsy Lynn Rogers
NOTARY PUBLIC in and for the State of Washington
residing at Vancouver
My Commission Expires: March 1, 2016

STATE OF Washington)
) ss.
County of Clark)

On this day personally appeared before me Curtis C. Dowd, to me known to be the Authorized Representative respectively of TESORO SAVAGE PETROLEUM TERMINAL LLC that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument on behalf of said Lessee.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 23rd day of July, 2013.

Notary Public
State of Washington
BETSY LYNN ROGERS
My Appointment Expires Mar 1, 2016

Betsy Lynn Rogers
Print Name Here: Betsy Lynn Rogers
NOTARY PUBLIC in and for the State of Washington
residing at Vancouver
My Commission Expires: March 1, 2016

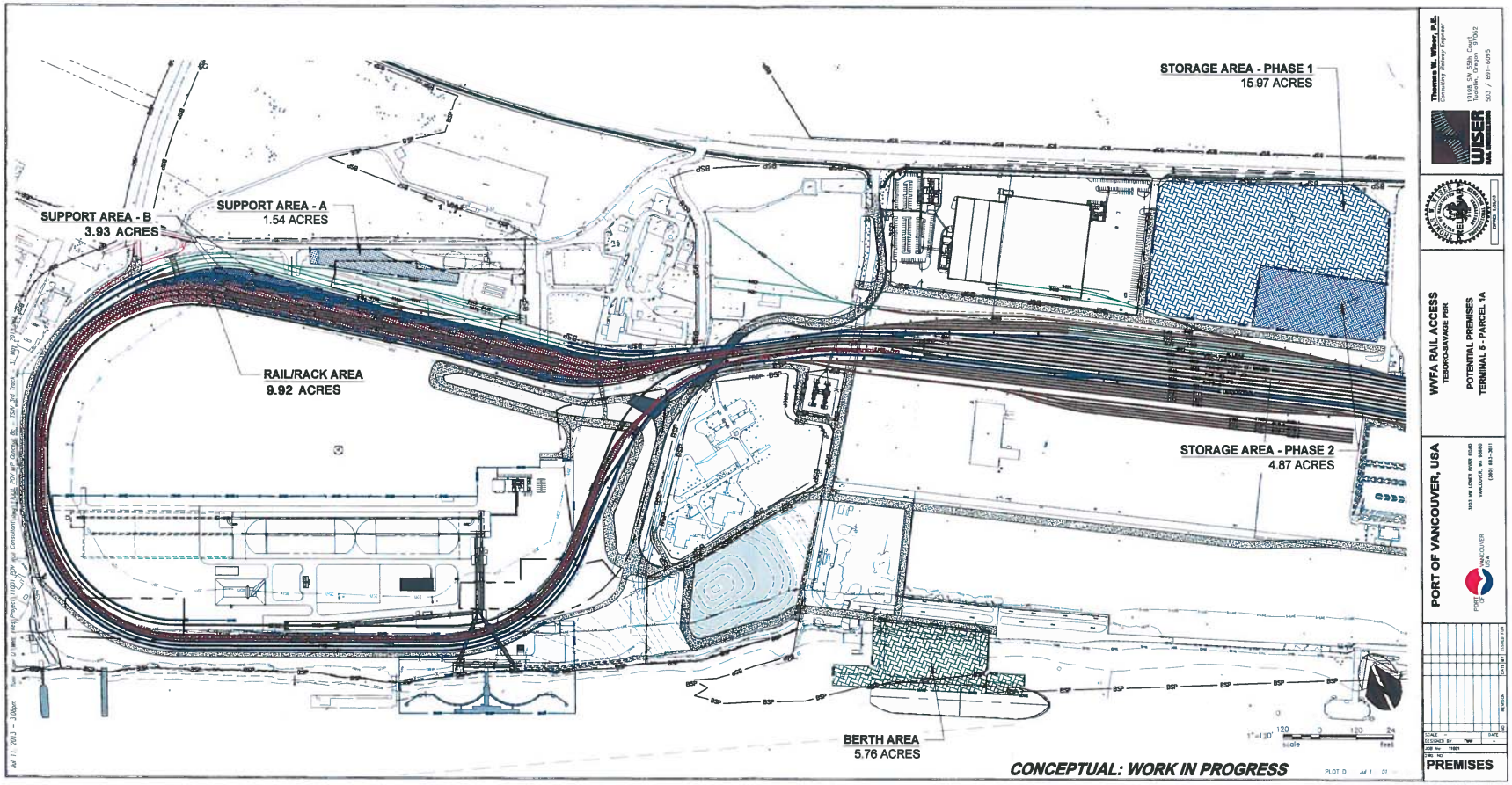
63 – GROUND LEASE
PDX\067855\189993\DHE\11710818.8

EXHIBIT "A"

OUTLINE OF PREMISES LOCATION WITHIN THE OVERALL PORT PROPERTY

[attached]

EXHIBIT A



STORAGE AREA - PHASE 1
15.97 ACRES
SUPPORT AREA - B
3.93 ACRES
SUPPORT AREA - A
1.54 ACRES
RAIL/RACK AREA
9.92 ACRES
STORAGE AREA - PHASE 2
4.87 ACRES
BERTH AREA
5.76 ACRES
CONCEPTUAL: WORK IN PROGRESS
WVFA RAIL ACCESS
TESORO-SAVAGE PBR
POTENTIAL PREMISES
TERMINAL 5 - PARCEL 1A
PORT OF VANCOUVER, USA
PREMISES

EXHIBIT "B-1"

PREMISES SITE OUTLINE

[attached]

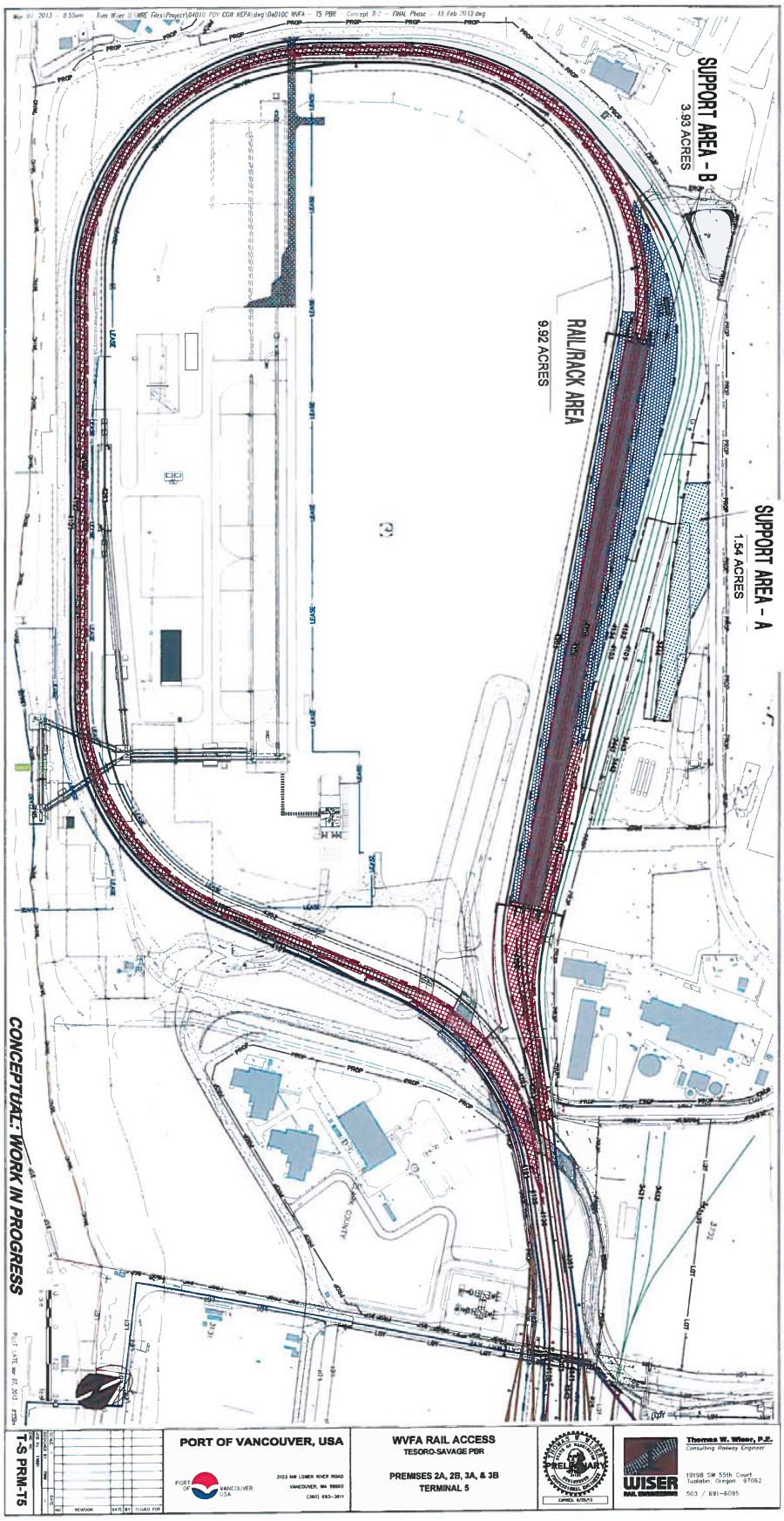

SUPPORT AREA - B
3.93 ACRES
RAIL/RACK AREA
9.92 ACRES
SUPPORT AREA - A
1.54 ACRES
CONCEPTUAL; WORK IN PROGRESS
T-5 PRM-T5
PORT OF VANCOUVER, USA
WVFA RAIL ACCESS
TESORO-SAVAGE PBR
PREMISES 2A, 2B, 3A, & 3B
TERMINAL 5
WISER
Thomas W. Wiser, P.E.
Consulting Railway Engineer

EXHIBIT B-1

EXHIBIT "B-2"

PREMISES SITE OUTLINE

[attached]

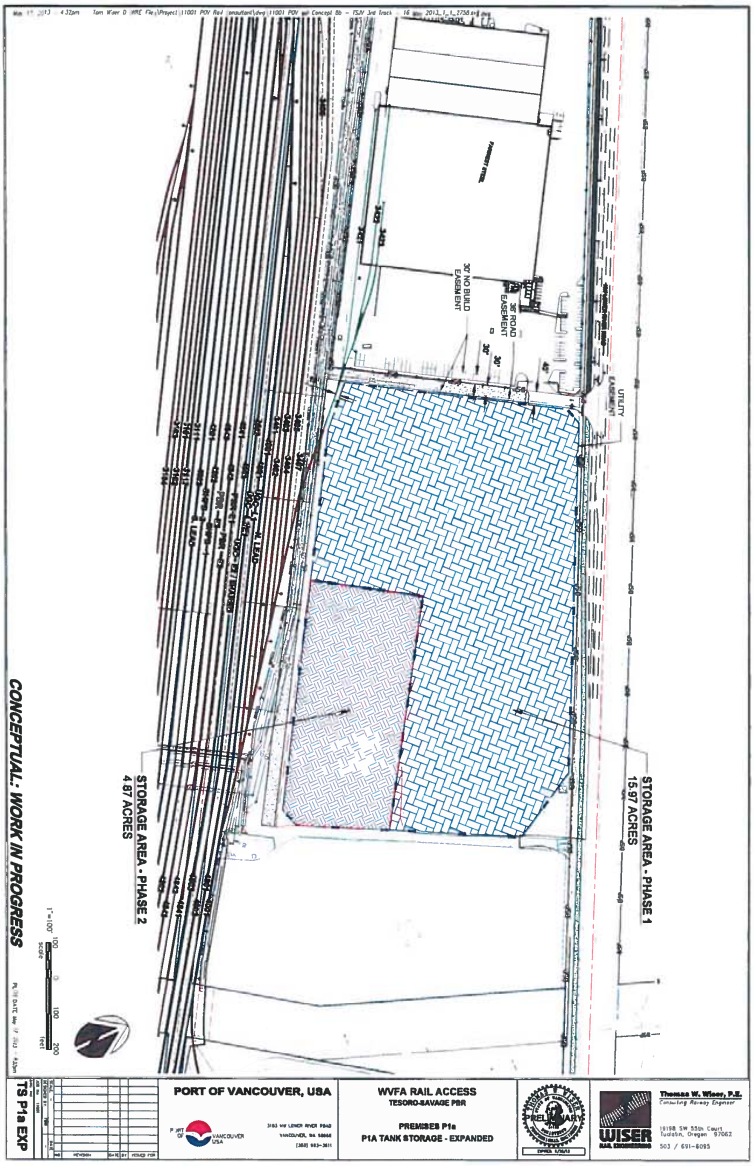

CONCEPTUAL: WORK IN PROGRESS
STORAGE AREA - PHASE 2
4.87 ACRES
STORAGE AREA - PHASE 1
15.97 ACRES
30' NO BUILD EASEMENT
36' ROAD EASEMENT
UTILITY EASEMENT
PORT OF VANCOUVER, USA
WVFA RAIL ACCESS
TESORO-SAVAGE PBR
PREMISES P1a
P1A TANK STORAGE - EXPANDED
TS P1a EXP
Thomas W. Wiser, P.E.
Consulting Railway Engineer
WISER
RAIL ENGINEERING
503 / 691-6095

EXHIBIT B-2

EXHIBIT "B-3"

PREMISES SITE OUTLINE

[attached]

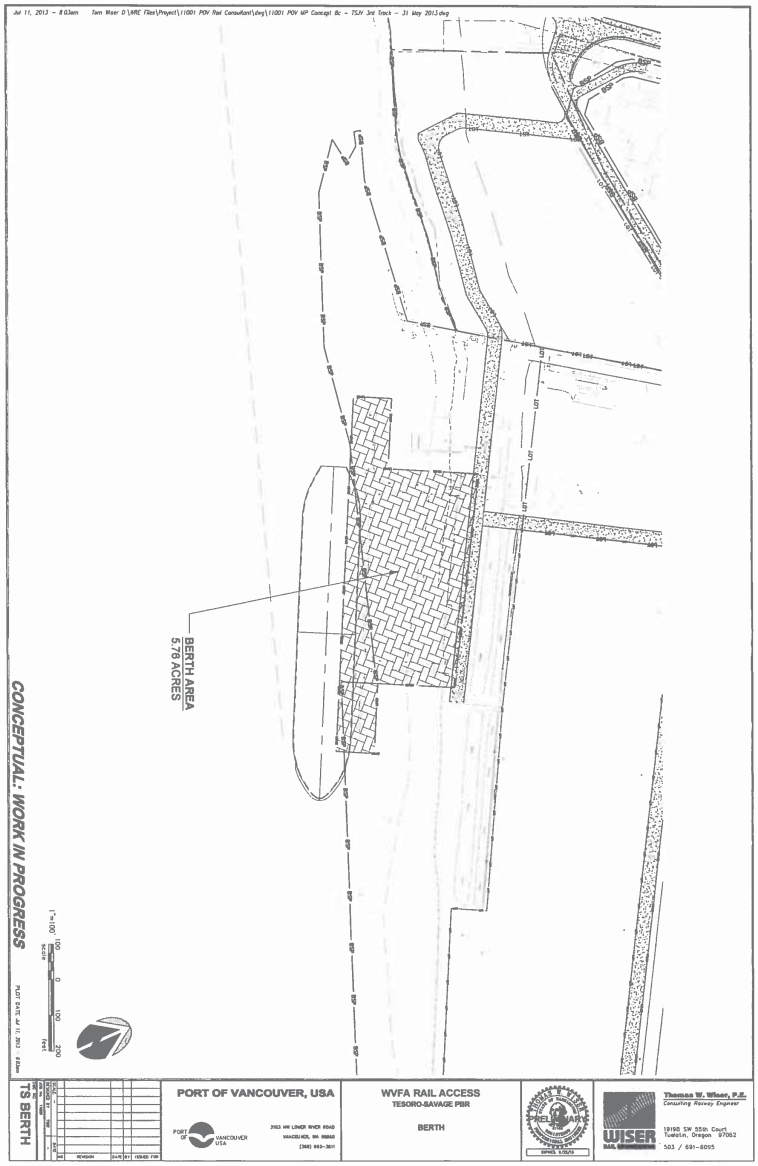

BERTH AREA
5.76 ACRES
CONCEPTUAL: WORK IN PROGRESS
1"=100'
SCALE
100 0 100 200
FEET
PORT OF VANCOUVER, USA
PORT OF VANCOUVER USA
3103 NW LOWER RIVER ROAD
VANCOUVER, WA 98660
(360) 693-3611
WVFA RAIL ACCESS
TESORO-SAVAGE PBR
BERTH
Thomas W. Wiser, P.E.
Consulting Railway Engineer
13185 SW 55th Court
Tualatin, Oregon 97062
503 / 691-8095
WISER RAIL
TS BERTH
REVISION
DATE
BY
ISSUED FOR

EXHIBIT B-3

EXHIBIT "C"

LEGAL DESCRIPTION

A portion (approximately as shown on Exhibits B-1, B-2, and B-3) of the following described real property:

3/31/09 ALCOA DEED (T-5)

PARCEL I

A TRACT OF LAND LOCATED IN SECTIONS 17, 18, 19 AND 20, TOWNSHIP 2 NORTH, RANGE 1 EAST, WILLAMETTE MERIDIAN, CLARK COUNTY, WASHINGTON. SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHEASTERN CORNER OF THAT PROPERTY CONVEYED TO VANCOUVER SMELTING AND INGOT, INC BY DEED RECORDED AS AUDITOR'S FILE 8706250115, RECORDS OF CLARK COUNTY WASHINGTON. SAID POINT BEING A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "HILL LS 7591"

THENCE ALONG THE SOUTHERN LINES OF THAT PROPERTY CONVEYED TO THE PORT OF VANCOUVER AS DESCRIBED IN AUDITOR'S FILE 9206090248 THE FOLLOWING COURSES:

SOUTH 65°59'34" EAST, 861.82 FEET TO A 5/8" IRON ROD W/ YELLOW PLASTIC CAP STAMPED "HILL LS 7591";

THENCE SOUTH 62°05'21" EAST, 78.63 FEET A 5/8" IRON ROD W/ YELLOW PLASTIC CAP STAMPED "HILL LS 7591";

THENCE SOUTH 65°53'48" EAST, 278.45 FEET TO THE SOUTHWESTERN LINE OF THAT PROPERTY CONVEYED TO THE UNITED STATES OF AMERICA AS DESCRIBED IN AUDITOR'S FILE E36885;

THENCE ALONG SAID SOUTHWESTERN SOUTH 40°06'49" EAST, 9.21 FEET THE EASTERN LINE OF THAT PROPERTY CONVEYED TO ALCOA, INC. AS DESCRIBED IN AUDITOR'S FILE 3451521;

THENCE ALONG SAID EASTERN LINE SOUTH 23°47'45" WEST, 526.31 FEET;

THENCE ALONG THE SOUTHERN AND EASTERN LINES OF THOSE PROPERTIES DESCRIBED IN AUDITOR'S FILES 9609250325 AND 9506230321 THE FOLLOWING COURSES:

SOUTH 66°56'33" EAST, 61.43 FEET TO A 5/8" IRON ROD W/ YELLOW PLASTIC CAP STAMPED "HILL LS 7591";

THENCE SOUTH 22°18'35" WEST, 26.79 FEET TO A 5/8" IRON ROD W/ YELLOW PLASTIC CAP STAMPED "HILL LS 7591";

THENCE SOUTH 66°01'38" EAST, 546.86 FEET TO A 5/8" IRON ROD W/ YELLOW PLASTIC CAP STAMPED "HILL LS 7591";

THENCE SOUTH 25°14'59" WEST, 5.80 FEET TO A 5/8" IRON ROD W/ YELLOW PLASTIC CAP STAMPED "HILL LS 7591";

THENCE SOUTH 69°29'52" EAST, 1.06 FEET TO A 5/8" IRON ROD W/ YELLOW PLASTIC CAP STAMPED "HILL LS 7591";

THENCE SOUTH 24°56'09" WEST, 152.66 FEET TO A POINT OF NON-TANGENT CURVATURE WITH A 220.00 FEET RADIUS CURVE FROM WHICH A RADIAL LINE BEARS NORTH 07°47'59" EAST;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 19°29'02" (THE CHORD BEARS NORTH 88°03'28" EAST, 74.45 FEET) AN ARC DISTANCE OF 74.81 FEET;

THENCE NORTH 78°18'57" EAST, 61.62 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A 220.00 FEET RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 54°14'23" (THE CHORD BEARS NORTH 51°11'45" EAST, 200.58 FEET) AN ARC DISTANCE OF 208.27 FEET TO A 5/8" IRON ROD W/ YELLOW PLASTIC CAP STAMPED "HILL LS 7591";

THENCE NORTH 24°04'34" EAST, 471.83 FEET TO A 5/8" IRON ROD W/ YELLOW PLASTIC CAP STAMPED "HILL LS 7591" AT A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A 270.00 FEET RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 38°56'34" (THE CHORD BEARS NORTH 04°36'17" EAST, 180.00 FEET) AN ARC DISTANCE OF 183.51 FEET TO A POINT OF REVERSE CURVATURE;

THENCE ALONG THE ARC OF A 330.00 FEET RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 22°54'37" (THE CHORD BEARS NORTH 03°24'42" WEST, 131.08 FEET) AN ARC DISTANCE OF 131.95 FEET;

THENCE NORTH 08°05'38" EAST, 30.56 FEET TO THE SOUTHERN RIGHT-OF-WAY LINE OF LOWER RIVER ROAD AT A POINT OF NON-TANGENT CURVATURE WITH A 497.00 FEET RADIUS CURVE FROM WHICH A RADIAL LINE BEARS SOUTH 02°19'17" EAST;

THENCE ALONG SAID RIGHT-OF-WAY CURVE THROUGH A CENTRAL ANGLE OF 06°58'17" (THE CHORD BEARS SOUTH 88°50'08" EAST, 60.44 FEET) AN ARC DISTANCE OF 60.47 FEET;

Exhibit "C"

THENCE ALONG THE WESTERN LINE OF THAT PROPERTY CONVEYED TO THE PORT OF VANCOUVER AS DESCRIBED IN AUDITOR'S FILE 9105240201 PARCEL 1A THE FOLLOWING COURSES:

SOUTH 08°05'03" WEST, 37.80 FEET TO A POINT OF NON-TANGENT CURVATURE WITH A 270.00 FEET RADIUS CURVE FROM WHICH A RADIAL LINE BEARS SOUTH 81°57'23" EAST;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22°54'37" (THE CHORD BEARS SOUTH 03°24'41" EAST, 107.24 FEET) AN ARC DISTANCE OF 107.96 FEET TO A ½" IRON ROD W/ YELLOW PLASTIC CAP STAMPED "OLSON 9025" AT A POINT OF REVERSE CURVATURE;

THENCE ALONG THE ARC OF A 330.00 FEET RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 38°56'34" (THE CHORD BEARS SOUTH 04°36'17" WEST, 220.00 FEET) AN ARC DISTANCE OF 224.29 FEET;

THENCE SOUTH 24°04'34" WEST, 471.83 FEET TO A ½" IRON ROD W/ YELLOW PLASTIC CAP STAMPED "OLSON 9025" AT A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A 280.00 FEET RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 36°12'35" (THE CHORD BEARS SOUTH 42°10'52" WEST, 174.02 FEET) AN ARC DISTANCE OF 176.95 FEET TO THE NORTHERN RIGHT-OF-WAY OF THE SPOKANE, PORTLAND AND SEATTLE RAILROAD AS DESCRIBED IN AUDITOR'S FILE E24906;

THENCE ALONG SAID RIGHT-OF-WAY LINE SOUTH 73°39'14" WEST, 507.82 FEET TO THE WESTERN LINE OF THE VAN ALMAN DONATION LAND CLAIM;

THENCE THEN ALONG SAID WESTERN LINE SOUTH 09°54'57" WEST, 497.01 FEET TO THE SOUTHERN RIGHT-OF-WAY LINE THE SPOKANE, PORTLAND AND SEATTLE RAILROAD;

THENCE ALONG SAID SOUTHERN RIGHT-OF-WAY NORTH 39°07'39" EAST, 468.36 FEET TO A POINT OF CURVATURE;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY ALONG THE ARC OF A 739.50 FEET RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 33°02'42" (THE CHORD BEARS NORTH 55°39'00" EAST, 420.62 FEET) AN ARC DISTANCE OF 426.50 FEET TO A ½" IRON ROD W/ YELLOW PLASTIC CAP STAMPED "OLSON 9025" AT ITS INTERSECTION WITH THE WESTERN LINE OF THAT PROPERTY CONVEYED TO CLARK COUNTY AS DESCRIBED IN AUDITOR'S FILE 9804030486;

THENCE ALONG THE WESTERN AND SOUTHERN LINES OF SAID CLARK COUNTY PROPERTY THE FOLLOWING COURSES:

SOUTH 04°28'45" WEST, 79.82 FEET TO A ½" IRON ROD W/ YELLOW PLASTIC CAP STAMPED "OLSON 9025" AT A POINT OF NON-TANGENT CURVATURE WITH A

Exhibit "C"

691.97 FEET RADIUS CURVE FROM WHICH A RADIAL LINE BEARS SOUTH 21°15'02" EAST;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29°41'58" (THE CHORD BEARS SOUTH 53°53'59" WEST, 354.68 FEET) AN ARC DISTANCE OF 358.68 FEET;

THENCE SOUTH 39°03'00" WEST, 741.81 FEET TO A ½" IRON ROD W/ YELLOW PLASTIC CAP STAMPED "OLSON 9025";

THENCE SOUTH 24°08'35" WEST, 28.79 FEET TO A ½" IRON ROD W/ YELLOW PLASTIC CAP STAMPED "OLSON 9025";

THENCE SOUTH 89°38'19" EAST, 352.44 FEET TO A ½" IRON ROD W/ YELLOW PLASTIC CAP STAMPED "OLSON 9025";

THENCE NORTH 82°45'01" EAST, 712.86 FEET TO THE WESTERN LINE OF THAT PROPERTY CONVEYED TO THE PORT OF VANCOUVER AS DESCRIBED IN AUDITOR'S FILE 9105240201 PARCEL 1B;

THENCE ALONG SAID WESTERN LINE SOUTH 35°02'02" WEST, 44.85 FEET;

THENCE CONTINUING ALONG SAID WESTERN LINE SOUTH 35°00'15" WEST, 749.59 FEET;

THENCE CONTINUING ALONG SAID WESTERN LINE SOUTH 35°00'15" WEST 1.05 FEET TO THE ORDINARY HIGH WATER LINE OF THE COLUMBIA RIVER;

THENCE ALONG THE ORDINARY HIGH WATER LINE THE FOLLOWING COURSES:

NORTH 89°29'12" WEST, 9.52 FEET;

THENCE NORTH 77°40'26" WEST, 16.60 FEET;

THENCE SOUTH 86°36'31" WEST, 77.49 FEET;

THENCE NORTH 78°50'38" WEST, 173.64 FEET;

THENCE NORTH 84°19'36" WEST, 254.87 FEET;

THENCE NORTH 76°30'55" WEST, 20.14 FEET;

THENCE NORTH 69°05'45" WEST, 310.36 FEET;

THENCE NORTH 73°25'50" WEST, 31.58 FEET;

THENCE NORTH 78°01'48" WEST, 41.07 FEET;

THENCE NORTH 75°14'34" WEST, 70.64 FEET;

Exhibit "C"

THENCE NORTH 67°13'09" WEST, 106.03 FEET;

THENCE NORTH 85°08'56" WEST, 14.42 FEET;

THENCE NORTH 69°41'50" WEST, 102.24 FEET;

THENCE NORTH 62°47'21" WEST, 22.10 FEET;

THENCE NORTH 85°06'24" WEST, 12.19 FEET;

THENCE NORTH 78°40'23" WEST, 23.96 FEET;

THENCE NORTH 68°36'38" WEST, 11.78 FEET;

THENCE NORTH 54°35'29" WEST, 28.64 FEET;

THENCE NORTH 61°34'46" WEST, 105.07 FEET;

THENCE NORTH 70°03'25" WEST, 111.12 FEET;

THENCE NORTH 61°56'51" WEST, 18.49 FEET;

THENCE NORTH 66°35'10" WEST, 27.88 FEET;

THENCE NORTH 71°57'33" WEST, 28.64 FEET;

THENCE NORTH 61°44'43" WEST, 36.12 FEET;

THENCE NORTH 70°11'57" WEST, 27.01 FEET;

THENCE NORTH 75°26'06" WEST, 88.93 FEET;

THENCE NORTH 69°07'46" WEST, 82.68 FEET;

THENCE NORTH 85°00'29" WEST, 9.41 FEET;

THENCE NORTH 79°39'38" WEST, 24.20 FEET;

THENCE NORTH 71°31'12" WEST, 49.99 FEET;

THENCE NORTH 76°56'35" WEST, 34.63 FEET;

THENCE NORTH 79°53'56" WEST, 6.78 FEET;

THENCE NORTH 74°55'38" WEST, 53.64 FEET;

THENCE NORTH 73°16'30" WEST, 41.35 FEET;

THENCE NORTH 69°24'34" WEST, 52.13 FEET;

Exhibit "C"

THENCE NORTH 62°17'46" WEST, 32.15 FEET;

THENCE NORTH 65°47'53" WEST, 33.52 FEET;

THENCE NORTH 63°32'11" WEST, 25.50 FEET;

THENCE NORTH 55°03'48" WEST, 52.98 FEET;

THENCE NORTH 34°13'21" WEST, 10.50 FEET;

THENCE NORTH 48°48'47" WEST, 8.46 FEET;

THENCE NORTH 67°23'10" WEST, 34.95 FEET;

THENCE NORTH 62°28'18" WEST, 21.35 FEET;

THENCE NORTH 60°53'29" WEST, 42.70 FEET;

THENCE NORTH 62°43'59" WEST, 61.76 FEET;

THENCE NORTH 47°54'15" WEST, 13.10 FEET;

THENCE NORTH 57°42'47" WEST, 34.21 FEET;

THENCE NORTH 45°30'34" WEST, 26.68 FEET;

THENCE NORTH 63°11'33" WEST, 91.74 FEET;

THENCE NORTH 63°52'03" WEST, 43.89 FEET;

THENCE NORTH 68°40'24" WEST, 45.31 FEET;

THENCE NORTH 63°18'56" WEST, 41.82 FEET;

THENCE NORTH 55°08'42" WEST, 40.63 FEET;

THENCE NORTH 65°23'25" WEST, 39.33 FEET;

THENCE NORTH 68°13'41" WEST, 36.75 FEET;

THENCE NORTH 59°46'47" WEST, 20.47 FEET;

THENCE NORTH 56°29'02" WEST, 23.33 FEET;

THENCE NORTH 73°15'43" WEST, 30.91 FEET;

THENCE NORTH 65°05'42" WEST, 34.79 FEET TO THE EASTERN LINE OF THAT PROPERTY CONVEYED TO VANCOUVER SMELTING AND INGOT, INC AS DESCRIBED IN AUDITOR'S FILE 8706250115;

Exhibit "C"

THENCE ALONG THE EASTERN LINE OF SAID PROPERTY THE FOLLOWING COURSES:

NORTH 24°51'44" EAST, 19.90 FEET TO A 5/8" IRON ROD W/ YELLOW PLASTIC CAP STAMPED "HILL LS 7591";

THENCE NORTH 24°51'44" EAST, 75.00 FEET;

THENCE SOUTH 67°02'30" EAST, 150.95 FEET;

THENCE SOUTH 24°24'13" WEST, 8.03 FEET;

THENCE SOUTH 65°32'25" EAST, 139.46 FEET TO A 5/8" IRON ROD W/ YELLOW PLASTIC CAP STAMPED "HILL LS 7591";

THENCE NORTH 24°25'27" EAST, 190.47 FEET TO A BRASS SCREW IN LEAD;

THENCE SOUTH 65°26'27" EAST, 75.44 FEET;

THENCE NORTH 24°33'33" EAST, 16.47 FEET;

THENCE SOUTH 65°26'27" EAST, 3.23 FEET TO A BRASS SCREW IN LEAD;

THENCE NORTH 24°02'00" EAST, 8.74 FEET TO A 5/8" IRON ROD W/ YELLOW PLASTIC CAP STAMPED "HILL LS 7591";

THENCE SOUTH 65°37'38" EAST, 30.69 FEET;

THENCE NORTH 24°22'22" EAST, 43.42 FEET;

THENCE SOUTH 66°03'36" EAST, 202.10 FEET;

THENCE SOUTH 21°35'33" WEST, 53.64 FEET;

THENCE SOUTH 66°03'43" EAST, 337.03 FEET TO A 5/8" IRON ROD W/ YELLOW PLASTIC CAP STAMPED "HILL LS 7591";

THENCE NORTH 24°23'48" EAST, 332.67 FEET TO A 5/8" IRON ROD W/ YELLOW PLASTIC CAP STAMPED "HILL LS 7591";

THENCE SOUTH 65°37'48" EAST, 491.35 FEET TO A 5/8" IRON ROD W/ YELLOW PLASTIC CAP STAMPED "HILL LS 7591";

THENCE SOUTH 24°34'33" WEST, 17.72 FEET TO A 5/8" IRON ROD W/ YELLOW PLASTIC CAP STAMPED "HILL LS 7591";

THENCE SOUTH 65°13'05" EAST, 25.00 FEET TO A 5/8" IRON ROD W/ YELLOW PLASTIC CAP STAMPED "HILL LS 7591";

Exhibit "C"

THENCE NORTH 23°39'31" EAST, 602.51 FEET;

THENCE NORTH 65°35'48" WEST, 483.30 FEET TO A SPINDLE;

THENCE NORTH 09°15'46" WEST, 56.18 FEET TO A SPINDLE;

THENCE NORTH 24°23'13" EAST, 214.67 FEET TO A 5/8" IRON ROD W/ YELLOW PLASTIC CAP STAMPED "HILL LS 7591";

THENCE NORTH 65°27'24" WEST, 22.46 FEET TO A 5/8" IRON ROD W/ YELLOW PLASTIC CAP STAMPED "HILL LS 7591";

THENCE NORTH 24°16'52" EAST, 40.03 FEET TO A 5/8" IRON ROD W/ YELLOW PLASTIC CAP STAMPED "HILL LS 7591";

THENCE NORTH 65°35'26" WEST, 440.76 FEET TO A 5/8" IRON ROD W/ YELLOW PLASTIC CAP STAMPED "HILL LS 7591";

THENCE NORTH 24°23'35" EAST, 253.74 FEET TO A BRASS SCREW IN LEAD;

THENCE SOUTH 65°35'08" EAST, 29.66 FEET TO A BRASS SCREW IN LEAD;

THENCE NORTH 19°44'44" WEST, 68.68 FEET;

THENCE NORTH 65°36'36" WEST, 109.69 FEET TO A 5/8" IRON ROD W/ YELLOW PLASTIC CAP STAMPED "HILL LS 7591";

THENCE NORTH 24°23'37" EAST, 435.28 FEET TO THE POINT OF BEGINNING.

EXCEPTING THERE FROM:

COMMENCING AT THE MOST NORTHEASTERN CORNER OF THAT PROPERTY CONVEYED TO VANCOUVER SMELTING AND INGOT, INC BY DEED RECORDED AS AUDITOR'S FILE 8706250115, RECORDS OF CLARK COUNTY WASHINGTON. SAID POINT BEING A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "HILL LS 7591";

THENCE SOUTH 15°22'35" EAST, 2,450.69 FEET TO A 5/8" IRON ROD W/ YELLOW PLASTIC CAP STAMPED "HILL LS 7591" AND THE TRUE POINT OF BEGINNING;

THENCE SOUTH 65°57'51" EAST, 137.31 FEET TO A 5/8" IRON ROD W/ YELLOW PLASTIC CAP STAMPED "HILL LS 7591";

THENCE SOUTH 24°06'06" WEST, 125.67 FEET TO A 5/8" IRON ROD W/ YELLOW PLASTIC CAP STAMPED "HILL LS 7591";

THENCE NORTH 65°57'29" WEST, 137.25 FEET TO A 5/8" IRON ROD W/ YELLOW PLASTIC CAP STAMPED "HILL LS 7591";

Exhibit "C"

THENCE NORTH 24°04'31" EAST, 125.66 FEET TO THE POINT OF BEGINNING.

BEARINGS BASED ON THE WASHINGTON STATE PLANE COORDINATE SYSTEM OF 1983, SOUTH ZONE AND DISTANCES ARE AT GROUND.

PARCEL II

A TRACT OF LAND LOCATED IN SECTIONS 18 AND 19, TOWNSHIP 2 NORTH, RANGE 1 EAST, AND SECTION 13, TOWNSHIP 2 NORTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, CLARK COUNTY, WASHINGTON. SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHEASTERN CORNER OF THAT PROPERTY CONVEYED TO VANCOUVER SMELTING AND INGOT, INC BY DEED RECORDED AS AUDITOR'S FILE 8706250115, RECORDS OF CLARK COUNTY WASHINGTON. SAID POINT BEING A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "HILL LS 7591"

THENCE NORTH 83°36'37" WEST, 2,411.16 FEET TO A POINT ON THE SOUTHERN LINE OF THE TIDEWATER TRACT BEING THE MOST NORTHERN NORTHWEST CORNER OF THAT PROPERTY CONVEYED TO RUSSELL TOWBOAT AND MOORAGE CO. AS DESCRIBED IN AUDITOR'S FILE 9501260058 AND THE TRUE POINT OF BEGINNING;

THENCE ALONG THE WESTERN LINE OF SAID RUSSELL PROPERTY THE FOLLOWING COURSES:

SOUTH 25°51'55" WEST, 511.44 FEET;

THENCE SOUTH 65°53'18" EAST, 426.16 FEET;

THENCE SOUTH 49°01'37" WEST, 182.34 FEET;

THENCE SOUTH 49°01'33" WEST, 782.97 FEET;

THENCE NORTH 65°32'10" WEST, 53.72 FEET;

THENCE NORTH 08°41'22" WEST, 212.96 FEET;

THENCE NORTH 66°14'51" WEST, 109.99 FEET TO THE SOUTHERN MOST CORNER OF THAT PROPERTY CONVEYED TO VANALCO INC AS DESCRIBED AS PARCEL 1 AUDITOR'S FILE 9501260083;

THENCE ALONG THE EASTERN AND NORTHERN BOUNDARY OF SAID VANALCO PROPERTY THE FOLLOWING COURSES:

NORTH 23°44'52" EAST, 93.21 FEET;

THENCE SOUTH 72°34'32" EAST, 28.67 FEET;

Exhibit "C"

THENCE SOUTH 78°41'13" EAST, 29.76 FEET;

THENCE SOUTH 88°59'26" EAST, 29.49 FEET;

THENCE NORTH 84°48'34" EAST, 28.92 FEET;

THENCE NORTH 68°13'10" EAST, 40.09 FEET;

THENCE NORTH 40°50'00" EAST, 30.39 FEET;

THENCE NORTH 27°26'22" EAST, 49.86 FEET;

THENCE SOUTH 64°08'05" EAST, 96.65 FEET;

THENCE NORTH 25°51'55" EAST, 376.04 FEET;

THENCE NORTH 65°53'18" WEST, 993.55 FEET TO THE SOUTHEASTERN LINE OF THAT PROPERTY CONVEYED TO TIDEWATER ENVIRONMENTAL SERVICES, INC AS DESCRIBED IN AUDITOR'S FILE 9104290287;

THENCE ALONG SAID SOUTHEASTERN LINE NORTH 23°15'04" EAST, 606.83 FEET TO A FOUND ½" IRON ROD W/ YELLOW PLASTIC CAP STAMPED "OLSON 9025";

THENCE ALONG THE SOUTHERN LINE OF SAID TIDEWATER TRACT SOUTH 65°25'50" EAST, 1,021.02 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 19.87 ACRES MORE OR LESS.

BEARINGS BASED ON THE WASHINGTON STATE PLANE COORDINATE SYSTEM OF 1983, SOUTH ZONE AND DISTANCES ARE AT GROUND.

PARCEL II-A

AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES AS DISCLOSED UNDER AUDITOR'S FILE NO. 9501260050 AND 9501260056.

PARCEL III

A TRACT OF LAND LOCATED IN NORTHEAST ONE-QUARTER OF SECTION 19, TOWNSHIP 2 NORTH, RANGE 1 EAST, WILLAMETTE MERIDIAN, CLARK COUNTY, WASHINGTON. SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHEASTERN CORNER OF THAT PROPERTY CONVEYED TO VANCOUVER SMELTING AND INGOT, INC BY DEED RECORDED AS AUDITOR'S FILE 8706250115, RECORDS OF CLARK COUNTY WASHINGTON. SAID POINT BEING A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "HILL LS 7591";

Exhibit "C"

THENCE SOUTH 15°22'35" EAST, 2,450.69 FEET TO A 5/8" IRON ROD W/ YELLOW PLASTIC CAP STAMPED "HILL LS 7591" AND THE TRUE POINT OF BEGINNING;

THENCE SOUTH 65°57'51" EAST, 137.31 FEET TO A 5/8" IRON ROD W/ YELLOW PLASTIC CAP STAMPED "HILL LS 7591";

THENCE SOUTH 24°06'06" WEST, 125.67 FEET TO A 5/8" IRON ROD W/ YELLOW PLASTIC CAP STAMPED "HILL LS 7591";

THENCE NORTH 65°57'29" WEST, 137.25 FEET TO A 5/8" IRON ROD W/ YELLOW PLASTIC CAP STAMPED "HILL LS 7591";

THENCE NORTH 24°04'31" EAST, 125.66 FEET TO THE POINT OF BEGINNING.

BEARINGS BASED ON THE WASHINGTON STATE PLANE COORDINATE SYSTEM OF 1983, SOUTH ZONE AND DISTANCES ARE AT GROUND.

PARCEL IV

AN EASEMENT FOR PLACEMENT AND MAINTENANCE OF A FENCE AND AS DISCLOSED BY EASEMENT AGREEMENT RECORDED UNDER AUDITOR'S FILE NO. 9005240083.

PARCEL V

AN EASEMENT FOR ACCESS TO GROUNDWATER SAMPLING WELLS AS DISCLOSED BY EASEMENT AGREEMENT RECORDED UNDER AUDITOR'S FILE NO. 9506230325.

PARCEL VI

AN EASEMENT FOR INGRESS, EGRESS AND INSTALLATION AND MAINTENANCE OF UTILITIES AS DISCLOSED BY EASEMENT AGREEMENT RECORDED UNDER AUDITOR'S FILE NO. 9506230327.

PARCEL VII

AN EASEMENT FOR ACCESS AS DISCLOSED BY EASEMENT AGREEMENT UNDER AUDITOR'S FILE NO. 9609250326.

PARCEL VIII

AN EASEMENT FOR INGRESS, EGRESS AND INSTALLATION AND MAINTENANCE OF UTILITIES AS DISCLOSED BY EASEMENT AGREEMENT RECORDED UNDER AUDITOR'S FILE NO. 9804030488.

PARCEL IX

Exhibit "C"

EASEMENTS FOR THE USE OF VARIOUS SHARED FACILITIES, ACCESS THERETO AND OTHER PURPOSES AS DISCLOSED BY DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS AND SHARED FACILITIES AGREEMENT RECORDED UNDER AUDITOR'S FILE NO. 8706250113, AS AMENDED BY INSTRUMENT RECORDED AT AUDITOR'S FILE NO. 9501260085

Exhibit "C"

1-29-09 EVERGREEN DEED (T-5)

PARCEL I:

THOSE PORTIONS OF THE JOHN H. MATHEWS DONATION LAND CLAIM AND PATRICK MARKEYS DONATION LAND CLAIM SITUATED IN SECTIONS 18 AND 19, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN, IN CLARK COUNTY, WASHINGTON, THE POINT OF BEGINNING BEING THE SECTION CORNER COMMON TO SECTIONS 17, 18, 19, AND 20 IN SAID TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN, THAT IS MONUMENTED WITH A 1-1/2" IRON PIPE SIZE PROJECTING 5.6 FEET ABOVE GROUND; SAID SECTION CORNER BEING SOUTH 02°30'12" WEST 273.26 FEET FROM A DONATION LAND CLAIM CORNER COMMON TO THE PATRICK MARKEYS AND H. VAN ALMA DONATION LAND CLAIM THAT IS MONUMENTED WITH A 1-1/2" IRON PIPE SIZE PROJECTING 10.6 FEET ABOVE GROUND; SAID PORTIONS MORE PARTICULARLY DESCRIBED AS A SINGLE PARCEL AS FOLLOWS:

(THE FOLLOWING COURSES ARE ON A GRID BEARING WASHINGTON STATE COORDINATE SYSTEM, NORTH AMERICAN DATUM 1983. A SCALE AND ELEVATION FACTOR OF 1.000049 HAS BEEN APPLIED TO THE MEASURED FIELD DISTANCES.)

BEGINNING AT SAID SECTION CORNER; THENCE NORTH 65°35'57" WEST 2013.30 FEET TO A 5/8" IRON ROD WITH A PLASTIC CAP AS THE TRUE POINT OF BEGINNING, SAID TRUE POINT OF BEGINNING BEING SOUTH 41°24'54" WEST 439.18 FEET FROM THE BONNEVILLE POWER ADMINISTRATION SUBSTATION SITE MOST NORTHERLY CORNER AND HENDRICKSON DONATION LAND CLAIM CORNER; THENCE SOUTH 24°23'36" WEST 435.25 FEET ALONG THE WEST SIDE OF A WOVEN WIRE FENCE TO A 5/8" IRON ROD WITH A PLASTIC CAP; THENCE SOUTH 65°27'02" EAST 109.72 FEET ALONG A WOVEN WIRE FENCE TO A 5/8" IRON ROD WITH A PLASTIC CAP; THENCE SOUTH 19°56'22" EAST 68.47 FEET ALONG A WOVEN WIRE FENCE TO A LEADED BRASS SCREW SET IN CONCRETE; THENCE NORTH 65°32'35" WEST 29.68 FEET TO A LEADED BRASS SCREW SET IN CONCRETE; THENCE SOUTH 24°22'38" WEST 253.80 FEET TO A 5/8" IRON ROD WITH PLASTIC CAP; THENCE SOUTH 65°35'42" EAST 440.80 FEET TO A 5/8" IRON ROD WITH A PLASTIC CAP; THENCE SOUTH 24°22'01" WEST 40.01 FEET TO A 5/8" IRON ROD WITH A PLASTIC CAP; THENCE SOUTH 65°29'21" EAST 22.49 FEET TO A 5/8" IRON ROD WITH A PLASTIC CAP; THENCE SOUTH 24°22'50" WEST 214.71 FEET TO A 5/8" STEEL PIN WITH BEVEL GEAR TOP; THENCE SOUTH 09°14'16" EAST 56.06 FEET TO STEEL PIN WITH BEVEL GEAR TOP; THENCE SOUTH 65°35'49" EAST 483.24 FEET TO A 5/8" IRON ROD WITH PLASTIC CAP; THENCE SOUTH 23°38'23" WEST 602.58 FEET TO A 5/8" IRON ROD WITH A PLASTIC CAP; THENCE NORTH 65°18'33" WEST 25.00 FEET TO A 5/8" IRON ROD WITH PLASTIC CAP; THENCE NORTH 24°28'09" EAST 17.77 FEET TO A 5/8" IRON ROD WITH PLASTIC CAP; THENCE NORTH 65°37'47" WEST 491.32 FEET TO A 5/8" IRON ROD WITH PLASTIC CAP; THENCE SOUTH 24°24'00" WEST 332.70 FEET TO A 5/8" IRON ROD WITH PLASTIC CAP; THENCE NORTH 66°02'32" WEST 337.10 FEET TO A 5/8" IRON ROD WITH PLASTIC CAP; THENCE NORTH

Exhibit "C"

21°38'52" EAST 53.65 FEET TO A 5/8" IRON ROD WITH PLASTIC CAP; THENCE NORTH 63°16'23" WEST 202.63 FEET TO A 5/8" IRON ROD WITH PLASTIC CAP; THENCE SOUTH 24°02'56" WEST 53.17 FEET TO A 5/8" IRON ROD WITH PLASTIC CAP; THENCE NORTH 65°57'05" WEST 30.63 FEET TO A 5/8" IRON ROD WITH PLASTIC CAP; THENCE SOUTH 23°57'32" WEST 8.74 FEET TO A LEADED BRASS SCREW; THENCE NORTH 66°02'28" WEST 3.23 FEET TO A POINT INSIDE BLDG. 36A OPPOSITE THE NORTHWESTERLY CORNER OF BLDG. 36; THENCE SOUTH 23°57'32" WEST 16.63 FEET TO A POINT NORTHWESTERLY OF THE SOUTHEASTERLY CORNER OF BLDG. 36A; THENCE NORTH 65°18'59" WEST 75.21 FEET TO A LEADED BRASS SCREW; THENCE SOUTH 24°35'26" WEST 190.46 FEET TO A 5/8" IRON ROD WITH PLASTIC CAP; THENCE NORTH 66°33'49" WEST 139.52 FEET TO A 5/8" IRON ROD WITH PLASTIC CAP BY THE NORTHERLY GATEPOST; THENCE NORTH 25°43'26" EAST 8.01 FEET TO AN INSIDE FENCE CORNER AND A 5/8" IRON ROD WITH PLASTIC CAP; THENCE NORTH 66°06'29" WEST 151.08 FEET ALONG A WOVEN WIRE FENCE TO A 5/8" IRON ROD WITH PLASTIC CAP; THENCE SOUTH 24°50'40" WEST 74.95 FEET TO A 5/8" IRON ROD WITH PLASTIC CAP; THENCE SOUTH 24°50'40" WEST 211.30 FEET, MORE OR LESS, TO THE POINT OF INTERSECTION WITH THE CALCULATED JOHN H. MATHEWS DONATION LAND CLAIM LINE WHICH IS NORTH 65°03'32" WEST 1317.02 FEET FROM THE SOUTHEAST CORNER THEREOF; THENCE NORTH 65°03'32" WEST 868.86 FEET, MORE OR LESS, ALONG SAID DONATION LAND CLAIM TO A POINT SOUTH 65°03'32" EAST 1251.08 FEET FROM THE SOUTHWEST CORNER THEREOF; THENCE NORTH 10°35'57" EAST 254.68 FEET, MORE OR LESS, TO A 5/8" IRON ROD WITH PLASTIC CAP; THENCE NORTH 10°35'57" EAST 257.38 FEET TO A 5/8" IRON ROD WITH A PLASTIC CAP ADJACENT TO A WOVEN WIRE FENCE; THENCE NORTH 10°34'25" EAST 526.92 FEET ALONG A WOVEN WIRE FENCE TO A LEADED BRASS SCREW AT A CORNER FENCE POST AND ANGLE POINT OF THE WOVEN WIRE FENCE; THENCE NORTH 23°49'02" EAST 269.16 FEET ALONG A WOVEN WIRE FENCE TO A 5/8" IRON ROD WITH PLASTIC CAP AT A WOVEN WIRE FENCE CORNER; THENCE NORTH 24°39'37" EAST 461.19 FEET TO A U.S.C.E. MONUMENT MARKED "VI-8"; THENCE NORTH 64°22'38" EAST 360.64 FEET TO A U.S.C.E. MONUMENT MARKED "VI-7"; THENCE ALONG A 1175.77 FOOT RADIUS CURVE RIGHT 378.54 FEET WHOSE LONG CHORD BEARS NORTH 75°46'37" EAST 376.91 FEET TO A U.S.C.E. MONUMENT MARKED "VI-6"; THENCE NORTH 29°14'26" EAST 135.35 FEET TO A 5/8" IRON ROD WITH PLASTIC CAP AT A POINT ON THE CURVE OF THE RIGHT OF WAY LINE OF CROWLEY MARITIME CORP. ACCESS ROAD; THENCE ON A 117.00 FOOT RADIUS CURVE TO THE LEFT ALONG SAID RIGHT OF WAY LINE 66.51 FEET, WHOSE LONG CHORD BEARS NORTH 59°03'39" EAST 65.62 FEET TO A 'PK' NAIL AND SHINER MARKING THE POINT OF REVERSE CURVE OF A 50.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ON SAID 50.00 FOOT RADIUS CURVE TO THE RIGHT ALONG SAID RIGHT OF WAY LINE 71.74 FEET, WHOSE LONG CHORD BEARS NORTH 87°15'17" EAST 65.74 FEET TO A "PK" NAIL AND SHINER MARKING THE BEGINNING OF CURVE ALONG SAID RIGHT OF WAY LINE; THENCE SOUTH 52°38'39" EAST 268.18 FEET TO A 5/8" IRON ROD WITH PLASTIC CAP TO A POINT OF TANGENCY OF A CURVE TO THE LEFT ON THE ACCESS ROAD TO THE HEREIN DESCRIBED PARCEL; THENCE NORTH 37°25'25" EAST 32.03 FEET ACROSS SAID RIGHT OF WAY TO THE POINT OF

Exhibit "C"

TANGENCY ON THE NORTHERLY RIGHT OF WAY LINE OF SAID ROAD TO A 5/8" IRON ROD WITH A PLASTIC CAP; THENCE SOUTH 65°35'19" EAST 562.06 FEET TO THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL.

PARCEL II:

AN UNDIVIDED 55% INTEREST IN THE FOLLOWING DESCRIBED PROPERTY:

(THE FOLLOWING COURSES ARE ON A GRID BEARING WASHINGTON STATE COORDINATE SYSTEM, NORTH AMERICAN DATUM 1983. A SCALE AND ELEVATION FACTOR OF 1.000049 HAS BEEN APPLIED TO THE MEASURED FIELD DISTANCES.)

A PORTION OF THE PATRICK MARKEYS DONATION LAND CLAIM IN SECTION 19, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN, IN CLARK COUNTY, WASHINGTON;

BEGINNING AT THE SECTION CORNER COMMON TO SECTIONS 17, 18, 19, AND 20; THENCE SOUTH 33°41'06" WEST 1907.59 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT ALSO BEING THE NORTHEASTERLY CORNER OF THAT TRACT CONVEYED TO VANCOUVER SMELTING AND INGOT, INC., DESCRIBED AS A SANITARY SEWER TREATMENT PLANT IN SCHEDULE B-6 IN AUDITOR'S FILE NO. 8706250115, CLARK COUNTY RECORDS; THENCE SOUTH 24°08'30" WEST ALONG THE EAST LINE OF SAID SEWER PLANT PARCEL A DISTANCE OF 125.67 FEET TO THE SOUTH LINE THEREOF; THENCE NORTH 65°57'05" WEST ALONG THE SOUTH TINE OF SAID SEWER PLANT PARCEL A DISTANCE OF 137.25 FEET TO THE WEST LINE THEREOF; THENCE NORTH 24°04'55" EAST ALONG THE WEST LINE OF SAID SEWER PLANT PARCEL A DISTANCE OF 125.66 FEET TO THE NORTH LINE THEREOF; THENCE SOUTH 65°57'19" EAST ALONG THE NORTH LINE OF SAID SEWER PLANT PARCEL A DISTANCE OF 137.38 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL III:

A PARCEL OF PROPERTY IN THE JOHN MATHEWS DONATION LAND CLAIM AND THE WILLIAM HENDRICKSON DONATION LAND CLAIM IN THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 2 NORTH, RANGE 1 WEST AND THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN IN CLARK COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

(THE FOLLOWING COURSES ARE ON A GRID BEARING WASHINGTON STATE COORDINATE SYSTEM, NORTH AMERICAN DATUM 1983. A SCALE AND ELEVATION FACTOR OF 1.000049 HAS BEEN APPLIED TO THE MEASURED FIELD DISTANCES.)

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 2 NORTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, SAID

Exhibit "C"

NORTHEAST CORNER ALSO BEING THE NORTHEAST CORNER OF THE WILLIAM HATTEN DONATION LAND CLAIM, THE NORTH LINE OF SAID HATTEN DONATION LAND CLAIM BEARING SOUTH 69°29'19" WEST; THENCE SOUTH 20°09'51" EAST 6616.90 FEET TO "A LINE" STATION 10 + 55.06, 75.00 FEET RIGHT, AS PER WSDH PLANS FOR SR 501, VANCOUVER LAKE TO PIONEER AVENUE IN RIDGEFIELD, APPROVED MAY 17, 1966; THENCE SOUTH 36°57'49" WEST PARALLEL WITH SAID "A LINE" AND A SOUTHWESTERLY EXTENSION THEREOF, 298.85 FEET TO THE CENTERLINE OF LOWER RIVER ROAD; THENCE SOUTH 36°57'49" WEST ALONG THE SOUTHEASTERLY LINE OF THAT TRACT CONVEYED TO TIDEWATER ENVIRONMENTAL SERVICES, INC. BY DEED RECORDED UNDER AUDITOR'S FILE NO. 9104290287 OF CLARK COUNTY RECORDS 100.87 FEET TO A 225.00 FOOT RADIUS CURVE TO THE RIGHT WITH A TANGENT BEARING OF SOUTH 81°48'57" WEST INTO SAID 225.00 FOOT RADIUS CURVE AT THIS POINT; THENCE ALONG SAID SOUTHEASTERLY LINE AND AROUND SAID 225.00 FOOT RADIUS CURVE TO THE RIGHT 40.00 FEET; THENCE ALONG SAID SOUTHEASTERLY LINE NORTH 88°00'00" WEST 302.26 FEET; THENCE ALONG SAID SOUTHEASTERLY LINE SOUTH 89°29'56" WEST 11.39 FEET TO A 285.00 FOOT RADIUS CURVE TO THE LEFT WITH A TANGENT BEARING OF SOUTH 89°20'25" WEST INTO SAID 285.00 FOOT RADIUS CURVE AT THIS POINT; THENCE ALONG SAID SOUTHEASTERLY LINE AND AROUND SAID 285.00 FOOT RADIUS CURVE TO THE LEFT 200.52 FEET; THENCE SOUTH 49°01'27" WEST ALONG SAID SOUTHEASTERLY LINE 488.75 FEET TO AN ANGLE POINT IN SAID TIDEWATER TRACT; THENCE NORTH 65°25'56" WEST ALONG THE SOUTHERLY LINE OF SAID TIDEWATER TRACT 645.61 FEET; THENCE SOUTH 25°51'49" WEST LEAVING SAID SOUTHERLY LINE 598.92 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 25°51'49" WEST 376.06 FEET; THENCE NORTH 64°08'11" WEST 96.65 FEET; THENCE SOUTH 27°26'16" WEST 49.86 FEET; THENCE SOUTH 40°49'54" WEST 30.39 FEET; THENCE SOUTH 68°13'04" WEST 40.09 FEET; THENCE SOUTH 84°48'28" WEST 28.92 FEET; THENCE NORTH 88°59'32" WEST 29.49 FEET; THENCE NORTH 78°41'19" WEST 29.76 FEET; THENCE NORTH 72°34'38" WEST 28.67 FEET; THENCE SOUTH 23°44'46" WEST 93.21 FEET; THENCE NORTH 66°15'14" WEST 727.49 FEET TO THE SOUTHEASTERLY LINE OF SAID TIDEWATER TRACT; THENCE NORTH 23°14'58" EAST ALONG SAID SOUTHEASTERLY LINE 614.15 FEET TO A POINT WHICH BEARS NORTH 65°53'24" WEST FROM THE TRUE POINT OF BEGINNING; THENCE SOUTH 65°53'24" EAST 993.60 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL IV:

A PARCEL OF PROPERTY 40.00 FEET WIDE BEING 20.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE IN THE JOHN MATHEWS DONATION LAND CLAIM AND THE WILLIAM HENDRICKSON DONATION LAND CLAIM IN THE SOUTHEAST QUARTER OF SECTION 13 AND THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 2 NORTH, RANGE 1 WEST AND THE SOUTH HALF OF SECTION 18 AND THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN IN CLARK COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

Exhibit "C"

(THE FOLLOWING COURSES ARE ON A GRID BEARING WASHINGTON STATE COORDINATE SYSTEM, NORTH AMERICAN DATUM 1983. A SCALE AND ELEVATION FACTOR OF 1.000049 HAS BEEN APPLIED TO THE MEASURED FIELD DISTANCES.)

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 2 NORTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, SAID NORTHEAST CORNER ALSO BEING THE NORTHEAST CORNER OF THE WILLIAM HATTEN DONATION LAND CLAIM, THE NORTH LINE OF SAID HATTEN DONATION LAND CLAIM BEARING SOUTH 69°29'19" WEST; THENCE SOUTH 20°09'51" EAST 6616.90 FEET TO "A LINE" STATION 10 + 55.06, 75.00 FEET RIGHT, AS PER WSDH PLANS FOR SR 501, VANCOUVER LAKE TO PIONEER AVENUE IN RIDGEFIELD, APPROVED MAY 17, 1966; THENCE SOUTH 36°57'49" WEST PARALLEL WITH SAID "A LINE" AND A SOUTHWESTERLY EXTENSION THEREOF, 298.85 FEET TO THE CENTERLINE OF LOWER RIVER ROAD; THENCE SOUTH 36°57'49" WEST ALONG THE SOUTHEASTERLY LINE OF THAT TRACT CONVEYED TO TIDEWATER ENVIRONMENTAL SERVICES, INC. BY DEED RECORDED UNDER AUDITOR'S FILE NO. 9104290287 OF CLARK COUNTY RECORDS 100.87 FEET TO A 225.00 FOOT RADIUS CURVE TO THE RIGHT WITH A TANGENT BEARING OF SOUTH 81°48'57" WEST INTO SAID 225.00 FOOT RADIUS CURVE AT THIS POINT; THENCE ALONG SAID SOUTHEASTERLY LINE AND AROUND SAID 225.00 FOOT RADIUS CURVE TO THE RIGHT 40.00 FEET; THENCE ALONG SAID SOUTHEASTERLY LINE NORTH 88°00'00" WEST 302.26 FEET; THENCE ALONG SAID SOUTHEASTERLY LINE SOUTH 89°29'56" WEST 11.39 FEET TO A 285.00 FOOT RADIUS CURVE TO THE LEFT WITH A TANGENT BEARING OF SOUTH 89°20'25" WEST INTO SAID 285.00 FOOT RADIUS CURVE AT THIS POINT; THENCE ALONG SAID SOUTHEASTERLY LINE AND AROUND SAID 285.00 FOOT RADIUS CURVE TO THE LEFT 200.52 FEET; THENCE SOUTH 49°01'27" WEST ALONG SAID SOUTHEASTERLY LINE 488.75 FEET TO AN ANGLE POINT IN SAID TIDEWATER TRACT; THENCE NORTH 65°25'56" WEST ALONG THE SOUTHERLY LINE OF SAID TIDEWATER PARCEL 645.61 FEET; THENCE LEAVING SAID SOUTHERLY LINE SOUTH 25°51'49" WEST 974.98 FEET; THENCE NORTH 64°08'11" WEST 96.65 FEET; THENCE SOUTH 27°26'16" WEST 49.86 FEET; THENCE SOUTH 40°49'54" WEST 30.39 FEET; THENCE SOUTH 68°13'04" WEST 40.09 FEET; THENCE SOUTH 84°48'28" WEST 28.92 FEET; THENCE NORTH 88°59'32" WEST 29.49 FEET; THENCE NORTH 78°41'19" WEST 29.76 FEET; THENCE NORTH 72°34'38" WEST 28.67 FEET; THENCE SOUTH 23°44'46" WEST 93.21 FEET; THENCE NORTH 66°15'14" WEST 541.49 FEET TO A DRAINAGE PIPE AND THE TRUE POINT OF BEGINNING; THENCE SOUTH 23°35'14" WEST ALONG SAID PIPE 221.96 FEET TO THE NORTHEAST BANK OF THE COLUMBIA RIVER AND THE END OF THE ABOVE DESCRIBED CENTERLINE.

PARCEL V:

A PARCEL OF PROPERTY IN THE JOHN MATHEWS DONATION LAND CLAIM AND THE WILLIAM HENDRICKSON DONATION LAND CLAIM IN THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 2 NORTH, RANGE 1 WEST AND THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 2 NORTH, RANGE 1 EAST AND

THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN IN CLARK COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

(THE FOLLOWING COURSES ARE ON A GRID BEARING WASHINGTON STATE COORDINATE SYSTEM, NORTH AMERICAN DATUM 1983. A SCALE AND ELEVATION FACTOR OF 1.000049 HAS BEEN APPLIED TO THE MEASURED FIELD DISTANCES.)

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 2 NORTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, SAID NORTHEAST CORNER ALSO BEING THE NORTHEAST CORNER OF THE WILLIAM HATTEN DONATION LAND CLAIM, THE NORTH LINE OF SAID HATTEN DONATION LAND CLAIM BEARING SOUTH 69°29'19" WEST; THENCE SOUTH 20°09'51" EAST 6616.90 FEET TO "A LINE" STATION 10 + 55.06, 75.00 FEET RIGHT, AS PER WSDH PLANS FOR SR 501, VANCOUVER LAKE TO PIONEER AVENUE IN RIDGEFIELD, APPROVED MAY 17, 1966; THENCE SOUTH 36°57'49" WEST, PARALLEL WITH SAID "A LINE" AND A SOUTHWESTERLY EXTENSION THEREOF, 298.85 FEET TO THE CENTERLINE OF LOWER RIVER ROAD; THENCE SOUTH 36°57'49" WEST ALONG THE SOUTHEASTERLY LINE OF THAT TRACT CONVEYED TO TIDEWATER ENVIRONMENTAL SERVICES, INC. BY DEED RECORDED UNDER AUDITOR'S FILE NO. 9104290287 OF CLARK COUNTY RECORDS 100.87 FEET TO A 225.00 FOOT RADIUS CURVE TO THE RIGHT WITH A TANGENT BEARING OF SOUTH 81°48'57" WEST INTO SAID 225.00 FOOT RADIUS CURVE AT THIS POINT; THENCE ALONG SAID SOUTHEASTERLY LINE AND AROUND SAID 225.00 FOOT RADIUS CURVE TO THE RIGHT 40.00 FEET; THENCE ALONG SAID SOUTHEASTERLY LINE NORTH 88°00'00" WEST 302.26 FEET; THENCE ALONG SAID SOUTHEASTERLY LINE SOUTH 89°29'56" WEST 11.39 FEET TO A 285.00 FOOT RADIUS CURVE TO THE LEFT WITH A TANGENT BEARING OF SOUTH 89°20'25" WEST INTO SAID 285.00 FOOT RADIUS CURVE AT THIS POINT; THENCE ALONG SAID SOUTHEASTERLY LINE AND AROUND SAID 285.00 FOOT RADIUS CURVE TO THE LEFT 200.52 FEET; THENCE SOUTH 49°01'27" WEST ALONG SAID SOUTHEASTERLY LINE (LINE REFERRED TO AS LINE "B" FROM HEREON) 488.75 FEET TO AN ANGLE POINT IN SAID TIDEWATER TRACT; THENCE NORTH 65°25'56" WEST ALONG THE SOUTHERLY LINE OF SAID TIDEWATER TRACT 645.61 FEET; THENCE SOUTH 25°51'49" WEST LEAVING SAID SOUTHERLY LINE 834.08 FEET; THENCE SOUTH 68°51'19" EAST 239.65 FEET; THENCE SOUTH 64°16'05" EAST 52.04 FEET TO THE SOUTHWESTERLY EXTENSION OF SAID LINE "B" AND THE TRUE POINT OF BEGINNING; THENCE SOUTH 64°16'05" EAST 112.23 FEET; THENCE SOUTH 56°01'08" EAST 115.94 FEET; THENCE SOUTH 51°08'50" EAST 320.70 FEET; THENCE SOUTH 28°12'11" EAST 86.38 FEET; THENCE SOUTH 79°25'35" EAST 24.62 FEET TO THE WESTERLY LINE OF THAT TRACT CONVEYED TO VANCOUVER SMELTING AND INGOT, INC. (AS REFERRED TO IN SCHEDULE A) BY DEED RECORDED UNDER AUDITOR'S FILE NO. 8706250115 OF CLARK COUNTY RECORDS; THENCE SOUTH 10°34'25" WEST ALONG SAID WESTERLY LINE 234.86 FEET (HILL RECORD OF SURVEY, BOOK 22, PAGE 154 SOUTH 09°00'40" WEST); THENCE SOUTH 10°35'57" WEST ALONG SAID WESTERLY LINE 216.41 FEET (HILL RECORD OF SURVEY, BOOK 22, PAGE 154 SOUTH 09°00'40"

Exhibit "C"

WEST); THENCE NORTH 26°15'16" WEST 72.91 FEET; THENCE NORTH 06°24'44" WEST 60.47 FEET; THENCE NORTH 14°30'34" EAST 218.85 FEET; THENCE NORTH 00°03'06" WEST 106.25 FEET; THENCE NORTH 28°12'11" WEST 61.91 FEET; THENCE NORTH 51°08'50" WEST 310.89 FEET; THENCE NORTH 56°01'08" WEST 111.36 FEET; THENCE NORTH 64°16'05" WEST 126.57 FEET TO THE SOUTHWESTERLY EXTENSION OF SAID LINE "B"; THENCE NORTH 49°01'27" EAST ALONG SAID SOUTHWESTERLY EXTENSION 43.55 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL VI:

AN EASEMENT FOR MAINTENANCE, REPAIR, REPLACEMENT, OPERATION AND REMOVAL OF A PIPELINE OVER THE FOLLOWING DESCRIBED PROPERTY:

A PARCEL OF PROPERTY IN THE JOHN MATHEWS DONATION LAND CLAIM AND THE WILLIAM HENDRICKSON DONATION LAND CLAIM IN THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 2 NORTH, RANGE 1 WEST AND THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 2 NORTH, RANGE 1 EAST AND THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN IN CLARK COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

(THE FOLLOWING COURSES ARE ON A GRID BEARING WASHINGTON STATE COORDINATE SYSTEM, NORTH AMERICAN DATUM 1983. A SCALE AND ELEVATION FACTOR OF 1.000049 HAS BEEN APPLIED TO THE MEASURED FIELD DISTANCES.)

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 2 NORTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, SAID NORTHEAST CORNER ALSO BEING THE NORTHEAST CORNER OF THE WILLIAM HATTEN DONATION LAND CLAIM, THE NORTH LINE OF SAID HATTEN DONATION LAND CLAIM BEARING SOUTH 69°29'19" WEST; THENCE SOUTH 20°09'51" EAST 6616.90 FEET TO "A LINE" STATION 10 + 55.06, 75.00 FEET RIGHT, AS PER WSDH PLANS FOR SR 501, VANCOUVER LAKE TO PIONEER AVENUE IN RIDGEFIELD, APPROVED MAY 17, 1966; THENCE SOUTH 36°57'49" WEST PARALLEL WITH SAID "A LINE" AND A SOUTHWESTERLY EXTENSION THEREOF, 298.85 FEET TO THE CENTERLINE OF LOWER RIVER ROAD; THENCE SOUTH 36°57'49" WEST ALONG THE SOUTHEASTERLY LINE OF THAT TRACT CONVEYED TO TIDEWATER ENVIRONMENTAL SERVICES, INC. BY DEED RECORDED UNDER AUDITOR'S FILE NO. 9104290287 OF CLARK COUNTY RECORDS 100.87 FEET TO A 225.00 FOOT RADIUS CURVE TO THE RIGHT WITH A TANGENT BEARING OF SOUTH 81°48'57" WEST INTO SAID 225.00 FOOT RADIUS CURVE AT THIS POINT; THENCE ALONG SAID SOUTHEASTERLY LINE AND AROUND SAID 225.00 FOOT RADIUS CURVE TO THE RIGHT 40.00 FEET; THENCE ALONG SAID SOUTHEASTERLY LINE NORTH 88°00'00" WEST 302.26 FEET; THENCE ALONG SAID SOUTHEASTERLY LINE SOUTH 89°29'56" WEST 11.39 FEET TO A 285.00 FOOT RADIUS CURVE TO THE LEFT WITH A TANGENT BEARING OF SOUTH 89°20'25" WEST INTO SAID 285.00 FOOT RADIUS CURVE AT THIS POINT; THENCE ALONG SAID SOUTHEASTERLY LINE AND

Exhibit "C"

AROUND SAID 285.00 FOOT RADIUS CURVE TO THE LEFT 200.52 FEET; THENCE SOUTH 49°01'27" WEST ALONG SAID SOUTHEASTERLY LINE (LINE REFERRED TO AS LINE "B" FROM HEREON) 488.75 FEET TO AN ANGLE POINT IN SAID TIDEWATER TRACT; THENCE NORTH 65°25'56" WEST ALONG THE SOUTHERLY LINE OF SAID TIDEWATER TRACT 645.61 FEET; THENCE SOUTH 25°51'49" WEST LEAVING SAID SOUTHERLY LINE 834.08 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 68°51'19" EAST 239.65 FEET; THENCE SOUTH 64°16'05" EAST 52.04 FEET TO THE SOUTHWESTERLY EXTENSION OF SAID LINE "B"; THENCE SOUTH 49°01'27" WEST ALONG SAID SOUTHWESTERLY EXTENSION 43.55 FEET; THENCE NORTH 64°16'05" WEST 33.22 FEET; THENCE NORTH 68°51'19" WEST 241.35 FEET TO A POINT WHICH BEARS SOUTH 25°51'49" WEST FROM THE TRUE POINT OF BEGINNING; THENCE NORTH 25°51'49" EAST 40.14 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL VII:

AN EASEMENT FOR INGRESS, EGRESS, AND UTILITIES OVER THE FOLLOWING DESCRIBED PROPERTY:

A PARCEL OF PROPERTY IN THE JOHN MATHEWS DONATION LAND CLAIM AND THE WILLIAM HENDRICKSON DONATION LAND CLAIM IN THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 2 NORTH, RANGE 1 WEST AND THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN IN CLARK COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

(THE FOLLOWING COURSES ARE ON A GRID BEARING WASHINGTON STATE COORDINATE SYSTEM, NORTH AMERICAN DATUM 1983. A SCALE AND ELEVATION FACTOR OF 1.000049 HAS BEEN APPLIED TO THE MEASURED FIELD DISTANCES.)

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 2 NORTH, RANGE 1 WEST, WILLAMETTE MERIDIAN SAID NORTHEAST CORNER ALSO BEING THE NORTHEAST CORNER OF THE WILLIAM HATTEN DONATION LAND CLAIM, THE NORTH LINE OF SAID HATTEN DONATION LAND CLAIM BEARING SOUTH 69°29'19" WEST; THENCE SOUTH 20°09'51" EAST 6616.90 FEET TO "A LINE" STATION 10 + 55.06, 75.00 FEET RIGHT, AS PER WSDH PLANS FOR SR 501, VANCOUVER LAKE TO PIONEER AVENUE IN RIDGEFIELD, APPROVED MAY 17, 1966; THENCE SOUTH 36°57'49" WEST PARALLEL WITH SAID "A LINE" AND A SOUTHWESTERLY EXTENSION THEREOF, 298.85 FEET TO THE CENTERLINE OF LOWER RIVER ROAD; THENCE SOUTH 36°57'49" WEST ALONG THE SOUTHEASTERLY LINE OF THAT TRACT CONVEYED TO TIDEWATER ENVIRONMENTAL SERVICES, INC. BY DEED RECORDED UNDER AUDITOR'S FILE NO. 9104290287 OF CLARK COUNTY RECORDS 100.87 FEET TO A 225.00 FOOT RADIUS CURVE TO THE RIGHT WITH A TANGENT BEARING OF SOUTH 81°48'57" WEST INTO SAID 225.00 FOOT RADIUS CURVE AT THIS POINT; THENCE ALONG SAID SOUTHEASTERLY LINE AND AROUND SAID 225.00 FOOT RADIUS CURVE TO THE RIGHT 40.00 FEET; THENCE ALONG SAID SOUTHEASTERLY LINE NORTH

Exhibit "C"

88°00'00" WEST 302.26 FEET; THENCE ALONG SAID SOUTHEASTERLY LINE SOUTH 89°29'56" WEST 11.39 FEET TO A 285.00 FOOT RADIUS CURVE TO THE LEFT WITH A TANGENT BEARING OF SOUTH 89°20'25" WEST INTO SAID 285.00 FOOT RADIUS CURVE AT THIS POINT; THENCE ALONG SAID SOUTHEASTERLY LINE AND AROUND SAID 285.00 FOOT RADIUS CURVE TO THE LEFT 200.52 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 49°01'27" WEST ALONG SAID SOUTHEASTERLY LINE 488.75 FEET TO AN ANGLE POINT IN SAID TIDEWATER TRACT; THENCE CONTINUING SOUTH 49°01'27" WEST ON AN EXTENSION OF SAID SOUTHEASTERLY LINE 740.34 FEET; THENCE NORTH 85°00'25" WEST 32.80 FEET TO A 450.00 FOOT RADIUS CURVE TO THE LEFT; THENCE AROUND SAID 450.00 FOOT RADIUS CURVE TO THE LEFT 109.66 FEET; THENCE SOUTH 81°01'50" WEST 106.38 FEET; THENCE SOUTH 86°42'18" WEST 159.83 FEET; THENCE SOUTH 25°51'49" WEST 68.71 FEET; THENCE NORTH 86"42'18" EAST 196.27 FEET; THENCE NORTH 81°01'50"EAST 109.36 FEET TO A 390.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE AROUND SAID 390.00 FOOT RADIUS CURVE TO THE RIGHT 95.04 FEET; THENCE SOUTH 85°00'25" EAST 58.25 FEET; THENCE NORTH 49°01'27" EAST 1254.53 FEET; THENCE NORTH 49°32'43" EAST 497.36 FEET TO THE CENTERLINE OF LOWER RIVER ROAD AS SHOWN ON THAT RECORD OF SURVEY RECORDED IN BOOK 29 AT PAGE 161 OF CLARK COUNTY RECORDS; THENCE NORTH 53°02'11" WEST ALONG SAID CENTERLINE 61.47 FEET TO A POINT WHICH BEARS NORTH 49°32'43" EAST FROM THE TRUE POINT OF BEGINNING; THENCE SOUTH 49°32'43" WEST 484.51 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL VIII:

AN EASEMENT FOR INGRESS, EGRESS, AND UTILITIES OVER THE FOLLOWING DESCRIBED PROPERTY:

A 40.00 FOOT WIDE PARCEL OF PROPERTY LYING ON THE LEFT (SOUTHEAST SIDE) OF THE FOLLOWING DESCRIBED LINE IN THE JOHN MATHEWS DONATION LAND CLAIM AND THE WILLIAM HENDRICKSON DONATION LAND CLAIM IN THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 2 NORTH, RANGE 1 WEST AND THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN IN CLARK COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

(THE FOLLOWING COURSES ARE ON A GRID BEARING WASHINGTON STATE COORDINATE SYSTEM, NORTH AMERICAN DATUM 1983. A SCALE AND ELEVATION FACTOR OF 1.000049 HAS BEEN APPLIED TO THE MEASURED FIELD DISTANCES.)

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 2 NORTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, SAID NORTHEAST CORNER ALSO BEING THE NORTHEAST CORNER OF THE WILLIAM HATTEN DONATION LAND CLAIM, THE NORTH LINE OF SAID HATTEN DONATION LAND CLAIM BEARING SOUTH 69°29'19" WEST; THENCE SOUTH 20°09'51" EAST 6616.90 FEET TO "A LINE" STATION 10 + 55.06, 75.00 FEET RIGHT, AS PER WSDH

Exhibit "C"

PLANS FOR SR 501, VANCOUVER LAKE TO PIONEER AVENUE IN RIDGEFIELD, APPROVED MAY 17, 1966; THENCE SOUTH 36°57'49" WEST PARALLEL WITH SAID "A LINE" AND A SOUTHWESTERLY EXTENSION THEREOF, 298.85 FEET TO THE CENTERLINE OF LOWER RIVER ROAD; THENCE SOUTH 36°57'49" WEST ALONG THE SOUTHEASTERLY LINE OF THAT TRACT CONVEYED TO TIDEWATER ENVIRONMENTAL SERVICES, INC. BY DEED RECORDED UNDER AUDITOR'S FILE NO. 9104290287 OF CLARK COUNTY RECORDS 100.87 FEET TO A 225.00 FOOT RADIUS CURVE TO THE RIGHT WITH A TANGENT BEARING OF SOUTH 81°48'57" WEST INTO SAID 225.00 FOOT RADIUS CURVE AT THIS POINT; THENCE ALONG SAID SOUTHEASTERLY LINE AND AROUND SAID 225.00 FOOT RADIUS CURVE TO THE RIGHT 40.00 FEET; THENCE ALONG SAID SOUTHEASTERLY LINE NORTH 88°00'00" WEST 302.26 FEET; THENCE ALONG SAID SOUTHEASTERLY LINE SOUTH 89°29'56" WEST 11.39 FEET TO A 285.00 FOOT RADIUS CURVE TO THE LEFT WITH A TANGENT BEARING OF SOUTH 89°20'25" WEST INTO SAID 285.00 FOOT RADIUS CURVE AT THIS POINT; THENCE ALONG SAID SOUTHEASTERLY LINE AND AROUND SAID 285.00 FOOT RADIUS CURVE TO THE LEFT 200.52 FEET; THENCE SOUTH 49°01'27" WEST ALONG SAID SOUTHEASTERLY LINE 488.75 FEET TO AN ANGLE POINT IN SAID TIDEWATER TRACT; THENCE NORTH 65°25'56" WEST ALONG THE SOUTHERLY LINE OF SAID TIDEWATER TRACT 645.61 FEET; THENCE SOUTH 25°51'49" WEST 974.98 FEET; THENCE NORTH 64°08'11" WEST 96.65 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 27°26'16" WEST 49.86 FEET; THENCE SOUTH 40°49'54" WEST 30.39 FEET; THENCE SOUTH 68°13'04" WEST 40.09 FEET; THENCE SOUTH 84°48'28" WEST 28.92 FEET; THENCE NORTH 88°59'32" WEST 29.49 FEET; THENCE NORTH 78°41'19" WEST 29.76 FEET; THENCE NORTH 72°34'38" WEST 28.67 FEET TO THE END OF THE ABOVE DESCRIBED LINE.

PARCEL IX:

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER THE FOLLOWING DESCRIBED PROPERTY:

A PARCEL OF PROPERTY IN THE JOHN MATTHEWS DONATION LAND CLAIM AND THE WILLIAM HENDRICKSON DONATION LAND CLAIM IN THE SOUTH HALF OF SECTION 18, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN, CLARK COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

(THE FOLLOWING COURSES ARE ON A GRID BEARING WASHINGTON STATE COORDINATE SYSTEM, NORTH AMERICAN DATUM 1983. A SCALE AND ELEVATION FACTOR OF 1.000049 HAS BEEN APPLIED TO THE MEASURED FIELD DISTANCES.)

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 2 NORTH, RANGE 1 WEST OF THE WILLAMETTE MERIDIAN, SAID NORTHEAST CORNER ALSO BEING THE NORTHEAST CORNER OF THE WILLIAM HATTEN DONATION LAND CLAIM, THE NORTH LINE OF SAID HATTEN DONATION LAND CLAIM BEARING SOUTH 69°29'19" WEST; THENCE SOUTH 20°09'51" EAST 6616.90 FEET TO "A LINE" STATION 10 + 55.06, 75.00 FEET

Exhibit "C"

RIGHT, AS PER WSDH PLANS FOR SR 501, VANCOUVER LAKE TO PIONEER AVENUE IN RIDGEFIELD, APPROVED MAY 17, 1966; THENCE SOUTH 36°57'49" WEST PARALLEL WITH SAID "A LINE" AND A SOUTHWESTERLY EXTENSION THEREOF, 298.85 FEET TO THE CENTERLINE OF LOWER RIVER ROAD, AND THE TRUE POINT OF BEGINNING; THENCE SOUTH 36°57'49" WEST ALONG THE SOUTHEASTERLY LINE OF THAT TRACT CONVEYED TO TIDEWATER ENVIRONMENTAL SERVICES, INC. BY DEED RECORDED UNDER AUDITOR'S FILE NO. 9104290287 OF CLARK COUNTY RECORDS 100.87 FEET; THENCE SOUTH 36°42'57" EAST 61.58 FEET TO THE NORTHWESTERLY LINE OF THAT TRACT CONVEYED TO VANCOUVER SMELTING AND INGOT, INC. (AS REFERRED TO IN SCHEDULE A) BY DEED RECORDED UNDER AUDITOR'S FILE NO. 8706250115 OF CLARK COUNTY RECORDS, SAID POINT BEING ON A 117.00 FOOT RADIUS CURVE TO THE LEFT WITH A TANGENT BEARING OF NORTH 75°20'42" EAST INTO SAID 117.00 FOOT RADIUS CURVE AT THIS POINT; THENCE ALONG SAID NORTHWESTERLY LINE AND AROUND SAID 117.00 FOOT RADIUS CURVE TO THE LEFT 66.51 FEET TO A 50.00 FOOT RADIUS CURVE TO THE RIGHT WITH A TANGENT BEARING OF NORTH 46°09'02" EAST INTO SAID 50.00 FOOT RADIUS CURVE AT THIS POINT (HILL RECORD OF SURVEY, BOOK 22, PAGE 154, DELTA 33°40'07", LENGTH 68.75 FEET, RADIUS 117.00 FEET); THENCE ALONG SAID NORTHWESTERLY LINE AND AROUND SAID 50.00 FOOT RADIUS CURVE TO THE RIGHT, 71.74 FEET (HILL RECORD OF SURVEY, BOOK 22, PAGE 154, DELTA 79°51'27", LENGTH 69.69 FEET, RADIUS 50.00 FEET); THENCE SOUTH 52°38'39" EAST ALONG THE NORTHERLY LINE OF SAID VANCOUVER SMELTING AND INGOT, INC. TRACT 15.64 FEET (HILL RECORD OF SURVEY, BOOK 22, PAGE 154, SOUTH 54°28'10" EAST); THENCE NORTH 36°57'49" EAST 15.48 FEET TO THE CENTERLINE OF LOWER RIVER ROAD; THENCE NORTH 53°02'11" WEST ALONG SAID CENTERLINE 150.00 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THE NORTHWESTERLY 48.0 FEET AS MEASURED AT RIGHT ANGLES TO SAID SOUTHEASTERLY LINE OF SAID TIDEWATER ENVIRONMENTAL SERVICES, INC., TRACT.

Exhibit "C"

3-31-09 ALCOA WATER RIGHTS DEED (BERTH AREA)

A 200.00 FOOT WIDE STRIP OF LAND LOCATED IN SECTION 19, TOWNSHIP 2 NORTH, RANGE 1 EAST, WILLAMETTE MERIDIAN, CLARK COUNTY, WASHINGTON. THE NORTHWESTERN SIDE-LINE OF SAID STRIP BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHEASTERN CORNER OF THAT PROPERTY CONVEYED TO VANCOUVER SMELTING AND INGOT, INC BY DEED RECORDED AS AUDITOR'S FILE 8706250115, RECORDS OF CLARK COUNTY WASHINGTON. SAID POINT BEING A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "HILL LS 7591";

THENCE ALONG THE SOUTHERN LINES OF THAT PROPERTY CONVEYED TO THE PORT OF VANCOUVER AS DESCRIBED IN AUDITOR'S FILE 9206090248 SOUTH 65°59'34" EAST, 861.82 FEET TO A 5/8" IRON ROD W/ YELLOW PLASTIC CAP STAMPED "HILL LS 7591";

THENCE SOUTH 15°54'21" EAST, 2,655.23 FEET TO **TRUE POINT OF BEGINNING** AT THE INTERSECTION OF THE ORDINARY HIGH WATER LINE OF THE COLUMBIA RIVER WITH THE WESTERN LINE OF THAT PROPERTY CONVEYED TO THE PORT OF VANCOUVER AS DESCRIBED IN AUDITOR'S FILE 9105240201 PARCEL 1B;

THENCE ALONG THE ORDINARY HIGH WATER LINE THE FOLLOWING COURSES:

THENCE NORTH 89°29'12" WEST, 9.52 FEET;

THENCE NORTH 77°40'26" WEST, 16.60 FEET;

THENCE SOUTH 86°36'31" WEST, 77.49 FEET;

THENCE NORTH 78°50'38" WEST, 173.64 FEET;

THENCE NORTH 84°19'36" WEST, 254.87 FEET;

THENCE NORTH 76°30'55" WEST, 20.14 FEET;

THENCE NORTH 69°05'45" WEST, 310.36 FEET;

THENCE NORTH 73°25'50" WEST, 31.58 FEET;

THENCE NORTH 78°01'48" WEST, 41.07 FEET;

THENCE NORTH 75°14'34" WEST, 70.64 FEET;

THENCE NORTH 67°13'09" WEST, 106.03 FEET;

THENCE NORTH 85°08'56" WEST, 14.42 FEET;

Exhibit "C"

THENCE NORTH 69°41'50" WEST, 102.24 FEET;

THENCE NORTH 62°47'21" WEST, 22.10 FEET;

THENCE NORTH 85°06'24" WEST, 12.19 FEET;

THENCE NORTH 78°40'23" WEST, 23.96 FEET;

THENCE NORTH 68°36'38" WEST, 11.78 FEET;

THENCE NORTH 54°35'29" WEST, 28.64 FEET;

THENCE NORTH 61°34'46" WEST, 105.07 FEET;

THENCE NORTH 70°03'25" WEST, 111.12 FEET;

THENCE NORTH 61°56'51" WEST, 18.49 FEET;

THENCE NORTH 66°35'10" WEST, 27.88 FEET;

THENCE NORTH 71°57'33" WEST, 28.64 FEET;

THENCE NORTH 61°44'43" WEST, 36.12 FEET;

THENCE NORTH 70°11'57" WEST, 27.01 FEET;

THENCE NORTH 75°26'06" WEST, 88.93 FEET;

THENCE NORTH 69°07'46" WEST, 82.68 FEET;

THENCE NORTH 85°00'29" WEST, 9.41 FEET;

THENCE NORTH 79°39'38" WEST, 24.20 FEET;

THENCE NORTH 71°31'12" WEST, 49.99 FEET;

THENCE NORTH 76°56'35" WEST, 34.63 FEET;

THENCE NORTH 79°53'56" WEST, 6.78 FEET;

THENCE NORTH 74°55'38" WEST, 53.64 FEET;

THENCE NORTH 73°16'30" WEST, 41.35 FEET;

THENCE NORTH 69°24'34" WEST, 52.13 FEET;

THENCE NORTH 62°17'46" WEST, 32.15 FEET;

THENCE NORTH 65°47'53" WEST, 33.52 FEET;

Exhibit "C"

THENCE NORTH 63°32'11" WEST, 25.50 FEET;

THENCE NORTH 55°03'48" WEST, 52.98 FEET;

THENCE NORTH 34°13'21" WEST, 10.50 FEET;

THENCE NORTH 48°48'47" WEST, 8.46 FEET;

THENCE NORTH 67°23'10" WEST, 34.95 FEET;

THENCE NORTH 62°28'18" WEST, 21.35 FEET;

THENCE NORTH 60°53'29" WEST, 42.70 FEET;

THENCE NORTH 62°43'59" WEST, 61.76 FEET;

THENCE NORTH 47°54'15" WEST, 13.10 FEET;

THENCE NORTH 57°42'47" WEST, 34.21 FEET;

THENCE NORTH 45°30'34" WEST, 26.68 FEET;

THENCE NORTH 63°11'33" WEST, 91.74 FEET;

THENCE NORTH 63°52'03" WEST, 43.89 FEET;

THENCE NORTH 68°40'24" WEST, 45.31 FEET;

THENCE NORTH 63°18'56" WEST, 41.82 FEET;

THENCE NORTH 55°08'42" WEST, 40.63 FEET;

THENCE NORTH 65°23'25" WEST, 39.33 FEET;

THENCE NORTH 68°13'41" WEST, 36.75 FEET;

THENCE NORTH 59°46'47" WEST, 20.47 FEET;

THENCE NORTH 56°29'02" WEST, 23.33 FEET;

THENCE NORTH 73°15'43" WEST, 30.91 FEET;

THENCE NORTH 65°05'42" WEST, 34.79 FEET TO THE EASTERN LINE OF THAT PROPERTY CONVEYED TO VANCOUVER SMELTING AND INGOT, INC AS DESCRIBED IN AUDITOR'S FILE 8706250115;

THE SOUTHEASTERN SIDE-LINE OF SAID STRIP IS TO BE EXTENDED AND/OR SHORTENED TO MEET AT ANGLE POINTS, TO COMMENCE AT THE SOUTHERLY EXTENSION OF THE WESTERN LINE OF THAT PROPERTY CONVEYED TO THE PORT

Exhibit "C"

OF VANCOUVER AS DESCRIBED IN AUDITOR'S FILE 9105240201 PARCEL 1B AND TO TERMINATE AT THE SOUTHERLY EXTENSION OF THE EASTERN LINE OF THAT PROPERTY CONVEYED TO VANCOUVER SMELTING AND INGOT, INC AS DESCRIBED IN AUDITOR'S FILE 8706250115.

SAID TRACT CONTAINS 588,867 SQUARE FEET / 13.52 ACRES, MORE OR LESS.

BEARINGS BASED ON THE WASHINGTON STATE PLANE COORDINATE SYSTEM OF 1983, SOUTH ZONE AND DISTANCES ARE AT GROUND.

Exhibit "C"

2-7-11 DEED (PARCEL 1A)

REAL PROPERTY SITUATED IN THE CITY OF VANCOUVER, CLARK COUNTY, WASHINGTON, BEING A PORTION OF THE HENRY VAN ALMAN DONATION LAND CLAIM, LYING IN THE NORTH HALF OF SECTION 20, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:

A PORTION OF LOT 3 AND LOT 4 OF THE PORT OF VANCOUVER BINDING SITE PLAN RECORDED IN BOOK 53 OF SURVEYS, AT PAGE 141, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

(THE FOLLOWING DESCRIPTION IS REFERENCED TO THE WASHINGTON COORDINATE SYSTEM OF 1983, SOUTH ZONE. DIVIDE THE FOLLOWING "GRID" DISTANCES BY A COMBINED SCALE FACTOR OF 1.000042242 TO DETERMINE "GROUND" DISTANCES.)

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 4, SAID CORNER BEING ON THE SOUTH RIGHT OF WAY LINE OF LOWER RIVER ROAD (SR 501) AS SHOWN ON SAID BINDING SITE PLAN; THENCE ALONG THE NORTH LINE OF SAID LOT 4 AND SAID SOUTH RIGHT OF WAY LINE NORTH 64° 04' 04" WEST 572.59 FEET TO THE NORTHWEST CORNER OF SAID LOT 4, SAID CORNER BEING THE MOST NORTHERLY NORTHEAST CORNER OF SAID LOT 3; THENCE ALONG THE NORTH LINE OF SAID LOT 3 AND SAID SOUTH RIGHT OF WAY LINE NORTH 64° 04' 04" WEST 673.53 FEET; THENCE LEAVING SAID NORTH AND SOUTH LINES SOUTH 30° 59' 21" WEST 717.83 FEET; THENCE SOUTH 58° 53' 18" EAST 1305.38 FEET TO AN ANGLE POINT ON THE EAST LINE OF SAID LOT 3; THENCE ALONG SAID EAST LINE NORTH 19° 56' 02" EAST 57.87 FEET; THENCE ALONG SAID EAST LINE AND THE EAST LINE OF SAID LOT 4 NORTH 27° 04' 10" EAST 775.48 FEET TO THE POINT OF BEGINNING.

CONTAINING 984,584 SQUARE FEET OR APPROXIMATELY 22.603 ACRES.

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

Exhibit "C"

EXHIBIT "D"

ALTERATIONS TO BE MADE BY LESSOR AND LESSEE

LESSOR'S INFRASTRUCTURE IMPROVEMENTS

- A connection to "The Trench" connecting the BNSF Fall Bridge Subdivision to the Port of Vancouver.
- One common arrival track estimated at 7684 feet between the two (2) innermost switches (identified as Track 4002).
- A connection to the Terminal 5 loop track facility.
- Two dedicated loop tracks for arrivals, each estimated at 7684 feet. These tracks will be identified as Tracks 4106 and 4107.
- A connection with cross-over switches capable of departing on any of two departure tracks listed below.
- Two departure tracks, each estimated at 7684 feet. These tracks are identified as Tracks 4841 and 4842.
- A connection from the departure tracks to the trench for departure.
- Two Bad Order tracks located off the loops tracks designated as Track 4109 and Track 4110. Track 4109 shall be approximately 200 feet and Track 4110 shall be 660 feet. Lessor will make additional space available for Bad Order repairs and processing.

At such time as Lessee has: (i) on a consistent basis, sustained a volume of [redacted] (ii) reasonably demonstrated that additional customer volume is likely to be achieved (e.g., through customer expressions of interest, letters of intent, memoranda of understanding or the like), and (iii) Lessee has requested in writing that Lessor proceed, then Lessor shall, within one hundred twenty (120) days, make the following available to Lessee:

- Two dedicated surge tracks, consisting of one loop track for arrivals and one departure track in the main yard (the permits for which shall be obtained by Lessee) with connection to the trench for departure.

LESSEE'S IMPROVEMENTS

Project Description

The Facility is designed to receive crude oil by rail from various sources in North America and pipe it to storage tanks where it will be held until it is loaded onto ships/vessels for transport to end users, which are expected primarily to be West Coast refineries. The Facility will include:

1. Administrative and Support Buildings. The Facility will include an approximately 3,400 square-foot office building for administrative functions and two additional buildings to house lockers, restrooms, and other employee support facilities, each consisting of approximately 3,400 square feet. These buildings will be located on the north side of the Terminal-5 Loop south of Old Lower River Road.

2. Rail Unloading Facility. The rail unloading facility will be located south of the administrative and support facilities and is designed to handle unit trains consisting of approximately [redacted] each up to 62 feet in length and powered by three locomotives for a total length of approximately [redacted] feet. At full build-out, approximately [redacted] trains, carrying up to a total of approximately [redacted] barrels of crude oil per day, will arrive via Class I railroad lines for staging on existing and planned tracks at the Port. Trains will arrive at Terminal 5 and travel in a clockwise direction to the unloading building on the north side of the Terminal 5 rail loop. The design will accommodate complete unit trains, eliminating the need to break trains into smaller segments during the unloading process.
   The rail cars will be unloaded in a building that will be approximately 1,850 feet by 91 feet in size, with a maximum height of approximately 50 feet. The building is designed to accommodate three parallel tracks. Each track will include 30 unloading stations for a total of 90 stations. Each station will accommodate one tank car.

Unloading will be accomplished with a closed-loop system that includes dry fit connectors and emergency-automatic shut-offs. Hoses will be connected to the valves on the cars using dry fit connectors, and the crude oil will gravity-drain from the cars to the collection pipe and then to pump vaults in the building, from which the crude oil will be pumped to the storage tanks.

Approximately thirty of the unloading stations may be equipped with steam fittings to heat heavier oils to facilitate oil transfer from the tank car. Pre-steaming stations may be included in advance of the unloading building to allow heating to occur prior to reaching the unloading stations. Steam will be provided from natural gas boilers.

Pump vaults will house a series of pumps that will push the crude oil to the storage tanks on Parcel 1A.

Pedestrian bridges will be located at select spots throughout the building to allow workers to pass over the unit trains during operations. Additional pedestrian bridges will allow access to the administrative and support buildings over the existing Terminal 5 rail loops and to the interior of the rail loop.

3. Piping. A combination of above-ground and below-ground steel pipes will convey crude oil from the rail unloading facility to the tanks and from the tanks to Berths 13 and 14.

4. Storage Area. The crude oil will be stored in up to six double-bottom, above-ground steel tanks located on Parcel 1A. These tanks will be approximately 48 feet in height and 240 feet in diameter, with a shell capacity of 380,000 barrels each. Each tank will have a fixed roof to keep precipitation from reaching the inside of the tank and an internal floating roof to control tank vapor emissions to the atmosphere. The double-bottomed tanks will include a leak detection system between the tank floors. Two of the proposed tanks may include steam heating coils in their bases to maintain temperatures for heavier crude oil grades. The tanks will be enclosed by a containment berm. The containment area will be designed with a capacity at least equal to 110 percent of the volume of the largest tank plus precipitation from a 24-hour, 100-year storm event. The entire tank containment area will be lined with an impervious membrane to prevent any spills from leaving the containment area via the ground. A sump will collect storm water from the containment area; the sump will be designed to prevent crude oil-contaminated water from being pumped to the storm water disposal system in the event of a spill.

5. Marine Loading. Crude oil will be pumped by pipe to existing port Berths 13 and 14. Piping, jib cranes and related equipment will be installed on the existing dock that serves Berths 13 and 14. The loading system will incorporate automatic shutoff valves with a maximum 30-second shutoff time. A return line will allow oil to return to the storage tanks in case of a shutdown of the ship loading system.

6. Rail. Up to two additional lines will be added to the Terminal 5 loop to accommodate the rail unloading facility. The additional lines will form two complete loops inside of the existing rail loops and will begin and end near the Gateway Avenue grade separation.

Project Schedule

The Facility is subject to the exclusive jurisdiction of the Washington Energy Facility Site Evaluation Council (EFSEC). Per its enabling statute, EFSEC is to make a recommendation to the Governor regarding approval of the proposed project within 12 months of receipt of an application. The Facility may also require permits from the U.S. Army Corps of Engineers. It is anticipated that the Facility will be constructed and fully operational within 9 to 12 months from the receipt of all required permits. A more detailed timeline will be developed as the commencement of construction approaches.

Exhibit "D"

EXHIBIT "E"

GLOSSARY OF TERMS

"Additional Charges" is defined in Paragraph 5.

"Alterations" shall mean all changes, additions, improvements or repairs to, all alterations, reconstructions, renewals, betterments, replacements or removals of and all substitutions or replacements for any of the Premises, both interior and exterior, structural and non-structural, and ordinary and extraordinary. Alterations shall include, but are not limited to, the erection or removal of buildings, facilities or other improvements upon the Premises or the permanent surfacing of any outside areas.

"Baseline Assessment" is defined in Paragraph 2.D. Such site assessment will serve as the baseline environmental study of the environmental condition of the Premises on or about the Conditions Precedent Expiration Date.

"Berth" is defined in Paragraph 9.B.

"Barrels" means a volume equal to 42 U.S. gallons of 231 cubic inches each, at 60 degrees Fahrenheit under one atmosphere of pressure.

"bpd" means Barrels per day, corrected to net standard volume at 60 degrees Fahrenheit as provided for in the API Manual of Petroleum Measurement Standards and ASTM Standard 1250.

"Building Leasehold Award" shall mean that portion of the award in condemnation proceedings that represents the fair market value of Lessee's leasehold interest in the buildings, structures and docks (but not roads, rail lines, utility lines or other infrastructure other than docks) on the Premises for the remaining Term of the Lease. This definition does not include any leasehold advantage award and Lessee may be entitled to such leasehold advantage award if separately awarded.

"CAM" is defined in Paragraph 5.E.

"Common Areas" shall mean those portions of, and facilities within, the Port which are made available by Lessor from time to time for the non-exclusive use of Lessee in common with other tenants and occupants of the Port and their respective customers, agents and employees, including, without limitation, parking areas, driveway, walkways, common loading zones and landscaping.

"**Conditions Precedent**" means those conditions precedent set forth in Paragraph 2.D.

"**Conditions Precedent Expiration Date**" means the earlier of (a) the date on which Lessee provides written notice to Lessor, pursuant to the terms of Paragraph 2.E, that the Conditions Precedent have been satisfied or waived, and (b) the Conditions Precedent Outside Date.

"**Conditions Precedent Outside Date**" means the date that is [redacted] months after the Effective Date.

"**Consent Decree**" means that certain Washington Department of Ecology Consent Decree attached as Exhibit "M".

"**2013 Constant**" means that the Index shall be utilized to gauge the inflationary rate to be applied to determine the sum of money in then-current dollars that is equivalent to the applicable amount of dollars circa 2013.

"Construction Commencement Date" shall mean the date upon which vertical or significant civil construction begins, which shall occur not later than [redacted] months following the Conditions Precedent Expiration Date.

"Construction Period" means the period commencing on the Conditions Precedent Expiration Date and continuing until the Rent Commencement Date.

"Construction Period Fees" means the fees payable pursuant to Paragraph 1.D, to the extent payable during the Construction Period.

"Contingency Period" means the period from the Effective Date until the Conditions Precedent Expiration Date.

"Contingency Period Fees" means the fees payable pursuant to Paragraph 1.D, to the extent payable during the Contingency Period.

"Default" is defined in Paragraph 24.

"**DNR**" means the Washington Department of Natural Resources.

"Environmental Laws" shall mean any federal, state or local environmental health, safety or similar laws, statutes, rules, regulations or ordinances presently in effect or which may be promulgated in the future, as such laws, statutes, rules, regulations and/or ordinances may be supplemented or amended from time to time, including but not limited to laws regarding the proper and lawful use, transportation, storage, treatment, generation, sale and disposal of Hazardous Substances on or in any manner that affects the Premises or the surrounding properties.

"Exclusive Use" is defined in Paragraph 8.E.

"Existing Environmental Conditions" shall mean the presence of Hazardous Substances on, in, at, or under soil, sediment, surface water, groundwater, structures or other materials of the Premises documented in Exhibits "M" and "N" or other documents (including the Baseline Assessment) regarding the Premises on file with the Port or the Washington Department of Ecology prior to Lessee's occupancy.

"**Facility**" shall mean the facility within the Rail/Rack Area, the Support Areas, the Storage Area, and the Marine Terminal Area for the receipt, handling, storage, loading, unloading, blending, and transfer of Petroleum Products.

"Final Premises" is defined in Paragraph 1.B.

"**Force Majeure**" means an event or circumstance, (i) which event or circumstance is not within the reasonable control of, and not the result of the fault or negligence or imprudent practice of, Lessee, and (ii) which event or circumstance the Lessee, by the exercise of reasonable diligence, is unable to overcome, avoid or cause to be avoided, including, without limitation, acts of God; strike or lockout; sabotage; storm; freeze; snow; wind; flood; war, riot or insurrection; explosion; accident; embargo; blockage; inability to secure governmental authorization or permit; forced outages; and any restraint or restriction imposed by applicable law or any directive from a governmental authority. "Force Majeure" shall not include the Lessee's inability to make payments when due under this Lease.

"Hazardous Substances" shall mean any hazardous, toxic, dangerous or extremely hazardous substance, material or waste, including marine pollutants, marine toxics, petroleum, and air toxics, which is or becomes regulated by the United State Government, the State of Washington, or any local governmental authority. The term includes, without limitation, any substance containing contaminants regulated as specified above, but does not include Petroleum Products.

"**Index**" means the Consumer Price Index All Urban Consumers U.S. City Average (1982-84=100) published by the United States Department of Labor, Bureau of Labor Statistics; provided, however, that if such index is discontinued, the Parties shall follow any official consumer price index, whether so named or designated or not, issued by an authorized agency of the United States which supplants such index; otherwise, the Parties shall use any comparable general wholesale or retail price index for the United States reasonably selected by Lessor.

"Interest Rate" shall mean that rate of interest that is the lesser of (i) the maximum interest rate permitted under applicable usury laws; or (ii) twelve percent (12%) per annum.

"**Land Award**" means that portion of the award in condemnation proceedings that represents the fair market value of the Premises, excluding buildings and Lessee's trade fixtures and equipment, but including docks, roads, rail lines, utility lines and other infrastructure.

"Lease" shall mean this Lease Agreement, as amended and supplemented from time to time as permitted hereby.

"Leasehold Tax" shall mean any tax on the leasehold interest created by this Lease or on the Base Monthly Rent reserved under this Lease, including without limitation any leasehold excise taxes due and owing on taxable rent under RCW Chapter 82.29A, and any subsequent revision and amendments thereto. "Taxable rent" is defined by statute, and shall include contract rent which is the amount of consideration due as payment for a leasehold interest, including the total of cash payments made to Lessor, or to any other party for the benefit of Lessor according to the requirements of this Lease or agreement, including but not limited to any payments paid by a sublessee; expenditures for the protection of Lessor's interest when required by the terms of this Lease or agreement; and expenditures for improvements to the property to the extent that such improvements become the property of Lessor. Taxable rent may also be established by the DOR pursuant to RCW 82.29A.020.

"**Leasehold Tax Rate**" means the applicable rate of Leasehold Tax, currently the rate set forth in Paragraph 1.E.

"Lessee" is defined in the preamble of this Lease.

"Lessor" is defined in the preamble of this Lease.

"Lien" shall mean: (i) any interest in property, whether real, personal or mixed and whether tangible or intangible) securing an obligation owed to, or a claim by, a person other than the owner of such property, whether such interest is based on the common law, statute or contract, including any such interest arising from a mortgage, charge, pledge, security agreement, conditional sale, title retention agreement, trust receipt or deposit in trust, consignment or bailment given for security purposes, (ii) any encumbrance upon such property which does not secure such an obligation, or (iii) any other exception to or defect in the title to such property, including but not limited to encroachments, easements, restrictions, rights of entry, licenses and *profits a prendre*.

"Loaded Rail Car" shall mean a rail car that comes in or goes out of the Port with cargo/material.

"**MGA Agreement**" means the Cargo Commodity Payments Agreement and Minimum Annual Guaranty dated as of even date herewith by and between the Parties, the form of which is attached hereto as Exhibit "O".

"**Marine Terminal Area**" is defined in Paragraph 2.B.

"MGA" is defined in the MGA Agreement.

"**MGA Term**" is defined in the MGA Agreement.

"Nuisance" is defined as provided in RCW 7.48.120, or successor legislation. Presently, nuisance is defined as "unlawfully doing an act, or omitting to perform a duty, which act or omission either annoys, injures or endangers the comfort, repose, health or safety of others, offends decency, or unlawfully interferes with, obstructs or tends to obstruct, or render dangerous for passage, any lake or navigable river, bay, stream, canal or basin, or any public park, square, street or highway; or in any way renders other persons insecure in life, or in the use of property."

"**Operating Term**" is defined in Paragraph 1.C.

"**Parties**" shall mean, collectively, Lessor and Lessee.

"**Permitted Hazardous Substances**" shall mean Petroleum Products, and Hazardous Substances expressly permitted to be used, stored, or transported on the Premises in accordance with Paragraph 8.A of this Lease, but shall not include any such Petroleum Products or Hazardous Substance to the extent Released: (a) at the Premises or Pipeline Agreement areas, or (b) in conjunction with the Permitted Use.

"**Person**" shall mean any individual (natural person), partnership, corporation, trust, unincorporated association, syndicate, joint venture or other organization or any government or any department or agency thereof or any other entity.

"**Petroleum Products**" shall mean any mixture of hydrocarbons that exist in the liquid phase at atmospheric pressure, including any crude oils, diluents, topped crude oils, partially or incompletely refined crude oils, distillates, biofuels, condensates, intermediates, derivatives, blends, intermixes and finished products (including motor fuels, but excluding any chlorinated hydrocarbons or solvents). Non-exclusive examples of various petroleum products are attached hereto as Exhibit "H." This definition of Petroleum Products shall not be used to designate the Exclusive Use provided in Paragraph 8.E.

"**Pipeline Agreement**" is defined in Paragraph 2.A.

"**Port**" shall mean the Port of Vancouver, a municipal corporation organized and existing under the laws of the State of Washington.

"**Port Commission**" shall mean Commission of the Port of Vancouver.

"**Port Management Agreement**" means the Management Agreement No. 20-080008 dated as of October 1, 1984, between Lessor and the State of Washington, as amended by amendments dated February 24, 1989; on or about May 11, 1993, and most recently amended by Amendment to Port Management Agreement No. 20-080008 dated April 2, 2009, a copy of which is attached hereto as Exhibit P.

"**Port's Rail System**" is defined in Exhibit "J".

"**Preliminary Premises**" is defined in Paragraph 1.B.

"**Premises**" shall mean the Preliminary Premises until such time as replacement Exhibits "A", "B-1", "B-2" and "B-3" have been attached to this Lease and incorporated herein by a lease amendment executed by the Parties, as contemplated by Paragraph 2.D; upon such attachment and incorporation, the term "Premises" shall mean the Final Premises.

"**Rail Facility for Unit Trains**" shall mean a facility on Port property capable of unloading more than [redacted] bpd of crude oil from trains.

"**Rail/Rack Area**" is defined in Paragraph 1.B.

"**Related Parties**" shall mean, with respect to Lessor, its commissioners, officers, agents, representatives and employees and, with respect to Lessee, its officers, directors, employees, shareholders, agents and representatives.

"**Release**" shall be defined as provided in 42 U.S.C. § 9601 and RCW 70.105D.020, or successor legislation. In the event a conflict exists between the two definitions, the broader definition shall apply. For purposes of this Lease, the term Release shall also include an anticipated Release.

"**Rent**" is defined in Paragraph 4.C.

"**Rent Commencement Date**" shall mean the date on which the construction of the Facility has been completed, fully tested and commissioned, and is ready to receive product, which shall be not later than [redacted] months following the Conditions Precedent Expiration Date.

Exhibit "E"

"**Restrictive Covenants**" means the Washington Department of Ecology mandated Restrictive Covenants attached as Exhibit "N".

"Storage Area" is defined in Paragraph 1.B.

"Term" shall mean the Term of this Lease, as described in Paragraph 1.C, including any extension thereof, unless sooner terminated pursuant to the terms and provisions of this Lease.

"Wharfage, Service and Facilities Fees" means, collectively, the amounts paid for wharfage, service and facilities pursuant to the MGA Agreement.

Exhibit "E"

EXHIBIT "F"

RULES AND REGULATIONS

The following are initial rules and regulations applicable to Lessee's use of the Premises, which rules and regulations are subject to revision by Lessor from time to time as provided in the Lease.

1. All signage within Port of Vancouver shall be in compliance with the local sign ordinances and pre-approved by Lessor. All costs associated with any tenant signage, as well as directory advertisement, will be the responsibility of Lessee.

2. At occupancy date, Lessor shall provide Lessee with a key for the Premises. In the event at any time during the Lease term Lessee changes the locks on the entrance doors to the Premises and/or to any other doors within the Premises, if applicable, without Lessor's prior written approval, Lessee shall immediately provide Lessor with copies of all new keys and shall be responsible for any costs incurred by Lessor for rekeying the Premises on termination, if desired by Lessor.

3. Lessee understands and agrees that no right to store equipment, materials or inventory outside the Premises is being granted as part of this Lease. All equipment, materials and inventory, including, but not limited to, metal, pallets, boxes and items related to Lessee's business, are to be stored inside the Premises.

4. No overnight sleeping in vehicles parked inside or outside the Premises or anywhere within the Port is permitted.

5. Lessee understands and agrees that all shelving, materials, inventory and other product stored in a warehouse area of the Premises must be kept a minimum of three (3) feet away from all sides of the electrical panel installed in the warehouse area.

6. Lessee shall use drip pans, drop cloths, and all other appropriate protective methods and containers under any potential paint, oil, grease, or solvent sources within the Premises, consistent with stringent hazardous waste management practices, so as to minimize the leakage or deposit of such substances, to the maximum extent practicable, will dispose of all such wastes consistent with applicable laws and under permit if appropriate, and will be responsible for returning the Premises back to the same condition and finish existing at the time of first occupancy by Lessee. In particular, all grease/oil and/or any other spills areas must be cleaned thoroughly such that all traces of the waste are removed from the Premises and other contaminated areas are completely remediated.

7. Lessee understands and agrees that washing, steam cleaning or sandblasting of any vehicles, tools, product or equipment is not permitted anywhere within the Premises or Port.

8. Consistent with the Lease, all tenant improvements done within the Premises during the Lease term by Lessee shall first be approved in writing by Lessor prior to the commencement of any construction, and must be done in accordance with all applicable local, state and federal codes, regulations and laws, and must be done by a Washington licensed, bonded and insured contractor and in accordance with the Port's Standard Improvement Specifications. All subcontractors utilized in the Premises for any improvements must first, before commencing work, sign lien releases in favor of Lessor.

9. The Premises will be cleaned thoroughly on a periodic basis and maintained in a clean and presentable condition throughout the Lease term. At the end of the Lease term, a thorough cleaning will be performed and any damage repaired immediately.

10. Lessee is not authorized to do any type of automobile, truck or heavy equipment repair, including oil changes, or dismantling on the Premises or in the Port generally, with the exception of the repair of rail cars incident to the business conducted by Lessee on the Premises.

11. Lessee shall not leave or store disabled vehicles or equipment on the Premises or in the Port, with the exception of those rail cars which are, from time to time, being repaired as part of the business conducted by Lessee on the Premises.

12. Immediately prior to the turnover of the Premises to Lessor on termination of the Lease, Lessee shall walk through the Premises with a representative of Lessor in order to make determinations as to fixtures and any other alterations/additions/installations that have either been done by Lessee and/or for Lessee by Lessor, and that should be removed from the Premises by Lessee, prior to or at the date of Lease termination (except as otherwise expressly provided by the terms of the Lease). Lessee and Lessor shall also agree as to how the Premises must be repaired after such removal; provided, however, that failing agreement, the reasonable determination of Lessor shall be binding on Lessee.

13. No animals are to be kept within the Premises at any time throughout the Lease term, including but not limited to guard dogs.

14. Lessee shall maintain in compliance with all applicable local, state, and federal regulations including, but not limited to, building and fire codes with regard to all activities to be performed within the Premises and in the Port.

Exhibit "F"