

1 premises at the termination of the lease for the use of the Land-
2 lord.

3 18. In the event that the Landlord, at the expiration of
4 this Lease, shall decide to rent or lease the individual cabins
5 on an annual basis, the current cabin holders shall have the first
6 option to rent or lease said cabins from the Landlord.

7 ~~IN WITNESS WHEREOF, the parties have executed this instru-~~
8 ment on the 17th day of February, 1981.

11 LANDLORD: Wanda P. Betty
12 Trustee
13 Betty L. ...

16 TENANT: LAKE CHELAN BOATING CLUB, INC.
17
18 By GP Ward
19 Commodore
20 Thomas R. Wolf
21 Sec. - Treas.

23 STATE OF WASHINGTON)
24 COUNTY OF Chelan)

25 On this d., ~ personally appeared before me Harold ... - 'I'
26 to me known to hi? the individ-
27 uals (LANDLORD) d. scribed herein and who executed the within and
28 foregoing instrument, and acknowledged that they signed the same as
29 their free and voluntary act and deed, for the uses and purposes
30 therein mentioned.

GIVEN under my hand and official seal this 17 day of
February, 1981.

32 Harold ...
33 NOTARY PUBLIC in and for the state of
34 Washington, residing at Chelan



Return Address:
Phillip R. Johnson
Johnson, **Gaukroger**, Drewelow,
& Woolett, **P.S.**
P.O. Box 19
Wenatchee, WA 98807-0019

COPY

RECORDERS NOTE.
PORTIONS OF THIS DOCUMENT
ARE POOR QUALITY FOR SCANNING.

MEMORANDUM OF LEASE

<p>Reference numbers of related documents: N/A</p> <p>Grantors/Landlord: 1. THE GETTY LUCERNE TRUST, BRENDA GETTY COULTER CLARK and HAROLD T. GETTY, TRUSTEES</p> <p>Grantees: 1. LAKE CHELAN BOATING CLUB, INC.</p> <p>Legal Description: 1. Tract or parcel of land, not exceeding 5 acres, situate lying and being in Stehekin Mining District 2. Additional legal description is on page 5 of document</p> <p>Assessor's Property Tax Parcel Account Number(s): _____</p>

THIS MEMORANDUM OF LEASE, dated effective the 24th day of July, 2006, is between The Getty Lucerne Trust, Brenda Getty Coulter Clark and Harold T. Getty, Trustees (herein called "Landlord") and Lake Chelan Boating Club, Inc. (herein called "Tenant").

1. Premises. Landlord hereby leases to Tenant, upon the terms and conditions of the Lease between the parties (~~herein called the "Lease"~~) ~~sf~~ even date herewith, which terms and conditions are incorporated by this reference, a portion of the real property, situated in Lucerne, Chelan County, Washington, legally described as follows:

See attached Exhibit "A," incorporated herein by reference

2. Special Provisions. Reference is made to paragraphs 1, 2, and 3 of the Lease as follows:

1. Term. Tenant shall have the continued use and possession of the Property for a period of five (5) years, until termination of this lease on July 23, 2011 ("Initial Term").



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2. Extension of Term. Following the Initial Term, this Lease may be extended as follows:
- a. Tenant shall have the right to extend this Lease for one additional five (5) year period ("Second Term"). The Lease shall be automatically extended for the Second Term unless Tenant provides Landlord written notice of termination not less than sixty (60) days prior to the expiration of the Initial Term; and
 - b. Upon expiration of the Second Term, this Lease shall be automatically extended for successive one (1) year periods unless terminated by either party as provided in this paragraph or elsewhere in this Lease.
 - c. Tenant's right to extension of this Lease under paragraphs a. and b. above is available provided Tenant **has** not materially misused the property, has kept the property in a clean and orderly fashion, and has otherwise and in all ways complied with the terms and conditions of this Lease. At Landlord's option, Landlord may inspect the Property and review the Lease and Tenant's compliance with the terms of the Lease at the earliest time which is reasonably convenient to Landlord, and Landlord shall notify Tenant as soon as reasonably feasible thereafter if such extension will not be granted, which notice may be provided **after** the expiration of the expiring term. If either party desires to change the terms of this lease for any successive term, such party shall provide such notice to the other party ninety (90) days prior to the expiration of the then current **term** to permit sufficient time for negotiation of terms.
3. Early Termination. In addition to Landlord's right to deny extension under the foregoing provision or as provided elsewhere in this Lease, this Lease can be terminated by Landlord or Tenant **after** the Initial Term at any time prior to its expiration, as described in paragraphs 1 and 2 above, by providing the other party ~~written~~ notice of the intent to terminate the Lease ("Early Termination"). Termination of this Lease may be effected by either party by written notice to the other party. Early Termination by Tenant shall be effective sixty (**60**) days following written notice to Landlord. Early Termination by Landlord shall be effective the later of sixty (60) days or October 31st of the year in which notice is given.
3. Counterparts. This Memorandum of Lease may be executed separately or independently in any number of counterparts. Each and all of these counterparts shall be deemed to have been executed simultaneously.
4. Purpose of Memorandum of Lease. This Memorandum of Lease is prepared for the purpose of recordation, and it in no way modifies the Lease.



DATED this 24 day of July, 2006.

LANDLORD:

THE GETTY LUCERNE TRUST

By Brenda Getty Coulter Clark
BRENDA GETTY COULTER CLARK,
Trustee

By _____
HAROLD T. GETTY, Trustee

TENANT:

LAKE CHELAN BOATING CLUB, INC.

By _____
FRANTS HOLM-NIELSEN
COMMODORE

By _____
ANNE STAGER
SECRETARY

STATE OF OKLAHOMA)
) ss.
County of Pontotoc)

I certify that I know or have satisfactory evidence that Brenda Getty Coulter Clark is the person who appeared before me and said person acknowledged that she signed this instrument, on oath stated that she is authorized to execute the instrument and acknowledged it as the Trustee of the Getty Lucerne Trust to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 24 day of July, 2006.

Darla Porter
(signature)
Darla Porter 01014423
(printed or typed name)
NOTARY PUBLIC, State of Oklahoma
My Commission Expires 08-24-09



DATED this 17th day of July, 2006.

LANDLORD:

THE GETTY LUCERNE TRUST

By _____
BRENDA GETTY COULTER CLARK,
Trustee

By [Signature]
HAROLD T. GETTY, Trustee

TENANT:

LAKE CHELAN BOATMG CLUB, INC.

By _____
FRANTS HOLM-NIELSEN
COMMODORE

By _____
ANNE STAGER
SECRETARY

STATE OF OKLAHOMA)
) SS.
County of Pontotoc)

I certify that I know or have satisfactory evidence that Brenda Getty Coulter Clark is the person who appeared before me and said person acknowledged that she signed this instrument, on oath stated that she is authorized to execute the instrument and acknowledged it as the Trustee of the Getty Lucerne Trust to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this _____ day of _____, 2006.

(signature)

(printed or typed name)

NOTARY PUBLIC, State of Oklahoma
My Commission Expires _____



DATED this _____ day o _____ 2006.

LANDLORD:

THE GETTY LUCERNE TRUST

By _____
BRENDA GETTY COULTER CLARK,
Trustee

By _____
HAROLD T. GETTY, Trustee

TENANT:

LAKE CHELAN BOATING CLUB, INC.

By *Larry Day*
FRANKS HOLM-NIELSEN LARRY DAY
COMMODORE

By _____
ANNE STAGER
SECRETARY

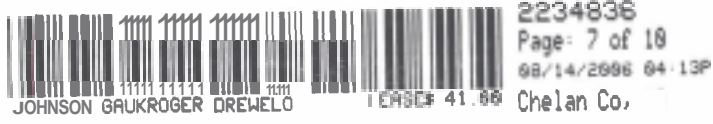
STATE OF OKLAHOMA)
 }
County of Pontotoc) ss.

I certify that I know or have satisfactory evidence that Brenda Getty Coulter Clark is the person who appeared before me and said person acknowledged that she signed this instrument, on oath stated that she is authorized to execute the instrument and acknowledged it as the Trustee of the Getty Lucerne Trust to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this _____ day of _____, 2006.

(signature)

(printed or typed name)
NOTARY PUBLIC, State of Oklahoma
My Commission Expires _____



STATE OF WASHINGTON)
)
County of Chelan)

SS.

I **certify** that I know or have satisfactory evidence that Harold T. Getty is the person who appeared before me and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it **as** the Trustee of the Getty Lucerne Trust to be the **free** and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this _____ day o _____ 2006.

(signature)

(printed or typed name)
NOTARY PUBLIC, State of _____
My Commission Expires _____

STATE OF WASHINGTON)
)
County of Chelan)

SS.

I **certify** that I know or have satisfactory evidence that ~~Frants Holm-Nielsen~~ Larry Day is the person who appeared before me and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it **as** the Commodore of the Lake Chelan Boating Club, **Inc.** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 13th day of July, 2006.



Phillip R. Johnson
(signature)
Phillip R. Johnson
(printed or typed name)
NOTARY PUBLIC, State of Washington
My Commission Expires 7/19/08



DATED this _____ day of _____, 2006.

LANDLORD:

THE GETTY LUCERNE TRUST

By _____
BRENDA GETTY COULTER CLARK,
Trustee

By _____
HAROLD T. GETTY, Trustee

TENANT:

LAKE CHELAN BOATING CLUB, INC.

By _____
~~LARRY HOLM-NIELSEN~~ LARRY DAY
COMMODORE

By Ann Stager
ANNESTAGER
SECRETARY

STATE OF OKLAHOMA)
) ss.
County of Pontotoc)

I certify that I know or have satisfactory evidence that Brenda Getty Coulter Clark is the person who appeared before me and said person acknowledged that she signed this instrument, on oath stated that she is authorized to execute the instrument and acknowledge as the Trustee of the Getty Lucerne Trust to be the free and voluntary act of such party for the purposes and purposes mentioned in the instrument.

DATED this _____ day of _____, 2006.

My Comm. _____



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Chelan Co, WA

STATE OF WASHINGTON)
County of Chelan)

SS.

I **certify** that I know or have satisfactory evidence that Anne Stager is the person who appeared before me and said person acknowledged that she signed this instrument, on oath stated that she is authorized to execute the instrument and acknowledged it as the Secretary of the Lake Chelan Boating Club, **Inc.** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 18th day of July, 2006.



Megan B. Benson
(signature)
Megan B. Benson
(printed or typed name)
NOTARY PUBLIC, State of Washington
My Commission Expires July 6, 2009.



EXHIBIT A

That certain tract or parcel of land, not exceeding five acres, situate lying and being in Stehekin Mining District, Chelan County, State of Washington, known as the "Lightning Mill Site Claim" and designated by the Surveyor General of the United States of America as Survey No. 1087 B, and more fully described and bounded as follows: to-wit: Beginning for the description of said Survey No. 1087 B, the Lightning Mill Site Claim, as corner No. 1, a fir post four feet long, four inches square, marked 1-1087 B, with mound of stone, from which corner No. 1 of said Survey No. 1087-A bears north $17^{\circ}6'36''$ west 8670.20 feet distant; and said meander section corner bears north $45^{\circ}26'58''$ west 8748.65 feet distant; thence, first course, north $72^{\circ}16'00''$ east 263.4 feet to corner No. 2, a fir post six feet long, four inches square marked 2-1087B, with mound of stone; thence, second course, south $5^{\circ}48'00''$ east 198.55 feet to corner No. 3, a fir post six feet long, four inches square, marked 3-1087 B, with mound of stone; thence, third course, south $79^{\circ}57'00''$ east 235.0 feet to corner No. 4, a pine post six feet long, four inches square, marked 4-1087 B, with mound of stone; thence, fourth course, south $39^{\circ}49'00''$ west 547.5 feet to corner No. 5, a pine post five feet long, five inches square, marked 5-1087 B, with mound of stone; thence, fifth course, north $18^{\circ}51'00''$ west 492.2 feet to corner No. 6, a cross (I) at corner point and 6-1087 B marked on a rock in place 16x20x10 inches above the general surface; thence, sixth course, north $2^{\circ}56'00''$ east 113.48 feet to corner No. 1, the place of beginning; EXPRESSLY EXCEPTING AND EXCLUDING from these presents all that portion of the ground, hereinbefore described, embraced in said Lake Chelan; the tract herein described and conveyed, known as the "Lightning Mill Site Claim" Survey No. 1087 B, containing 3.719 acres; situate in and embracing a portion of Township 31 North, Range 18 EWM, Chelan County, Washington.