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After recording return to:
Dillard Mtn. Development LLC
1567 SW Chandler, Suite 101
Bend, OR 97702

Summit Accommodators
6804 S 1300 E
Salt Lake City, UT 84121

AFT No. 6951-05

Tax Statement sent to:
NO CHANGE

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M

ENT 68722:2006 PG 1 of 6
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2006 Jun 02 9:02 am FEE 20.00 BY LH
RECORDED FOR SUMMIT ACCOMMODATORS

LEASE FOR REAL PROPERTY

THIS AGREEMENT, entered into this 3rd day of May, 2006, by and between Cascade Associates, LLC (hereinafter referred to as Landlord), located in Utah, and Dillard Mtn. Development, L.L.C., an Oregon limited liability company (hereinafter referred to as Tenant), located in Bend, Oregon.

WITNESSETH:

WHEREAS, Tenant desires to lease certain real property for the construction of a building on the below described property;

Lot 4, 3rd Amendment Alpine Main Street Village Planned Commercial Development. Located in the City of Alpine, County of Utah, State of Utah.

WHEREAS, Landlord desires to lease certain property to Tenant for construction of a building; and

WHEREAS, the parties wish to memorialize their agreement; now, therefore, it is hereby mutually agreed as follows:

1. **PREMISES:** Upon and subject to the terms, covenants, and conditions hereinafter set forth, Landlord hereby leases to Tenant the "premises" identified on the attached Exhibit "A" which is incorporated herein by this reference.

2. **TERM:** The premises are leased for a term commencing the 3rd day of May, 2006, and continuing thereafter for a period of thirty-five (35) years through the 3rd day of May, 2041. The Landlord grants optional one (1) year renewals each year for the entire thirty-five (35) year period. The Tenant may choose not to renew the lease upon thirty (30) days notice, in writing, before the end of each one year term.

3. **RENT:** Tenant agrees to pay Landlord, as rent and charges, the sum of Four Hundred Dollars (\$400.00) per month during the term of this lease. This amount shall be renegotiated at the end of each one year rental period, increases not to exceed four (4) percent per annum. Further, this amount shall be renegotiated at the end of the construction period.

4. **PERSONAL PROPERTY:** Landlord agrees to provide Tenant with the following personal property: N/A

5. **HOLD HARMLESS:** Landlord agrees to hold the Tenant harmless from any liability by reason of bodily injury to any person or persons on or about the premises.

5.1 Tenant agrees to hold the Landlord harmless from any and all liability by reason of personal services provided by Tenant to any person or persons on or about the premises.

6. **SIGN BOARD:** Landlord will permit Tenant to display, during business hours, a sign board, which sign will be permitted only at such locations as designated by the Landlord. Tenant, however, is to be provided with a suitable location for said sign board, at or near entrance of premises, as well as at or near location of space designated for Tenant, at all time during the period covered by this lease.

7. **UTILITIES:** Landlord agrees to provide at no cost to Tenant, light, heat, power, and water furnished or supplied to any part of the premises, as need for construction.

8. **TELEPHONE SERVICES:** Tenant shall provide his own telephone services to the premises.

9. **LICENSES AND/OR PERMITS:** Tenant agrees to obtain prior to commencement of lease any and all licenses and/or permits necessary with any governmental authority and/or agency for construction and operation of a commercial building upon the premises of Landlord.

10. **INSURANCE:** Tenant shall obtain any and all insurance necessary in constructing and operating the commercial building.

11. **COMPLIANCE WITH LAW:** Tenant further agrees not to engage in or permit any unlawful business on the premises. Tenants will not permit any use of the premises that will disturb or interfere with other Tenants within the premises.

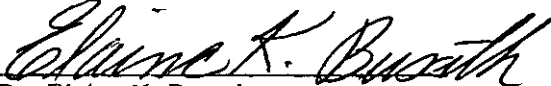
12. **NON PARTNERSHIP PROVISION:** This contract shall not be construed as a Partnership Agreement between the parties, but shall be designated solely as a lease between Landlord and Tenant. Further, this contract shall not be construed as an Employment Agreement and Landlord shall not be responsible for any employees of the Tenant.

13. This Contract shall be construed in accordance with the laws of the State of Oregon, and venue for any such action shall lie within Deschutes County.

TENANT
Dillard Mtn. Development, L.L.C.
By: Three Sisters Development Co., Inc.,
Member

Danielle Kinyon, Vice President

LANDLORD
Cascade Associates, LLC


By: Elaine K. Busath
Its: Managing Member

9. **LICENSES AND/OR PERMITS:** Tenant agrees to obtain prior to commencement of lease any and all licenses and/or permits necessary with any governmental authority and/or agency for construction and operation of a commercial building upon the premises of Landlord.

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TENANT

Dillard Mtn. Development, L.L.C.
By: Three Sisters Development Co., Inc.,
Member



Danielle Kinyon, Vice President

LANDLORD

Cascade Associates, LLC

By: Elaine K. Busath
Its: Managing Member

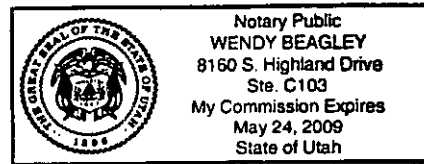
STATE OF OREGON)
)ss.
COUNTY OF DESCHUTES)



This instrument was acknowledged before me on this 2nd day of May, 2006, by Danielle Kinyon, Vice President of Three Sisters Development Co., Inc., Member of Dillard Mtn. Development LLC.

Lindsay L Ruble
Notary Public for Oregon
My Commission Expires: 1/30/10

STATE OF UTAH)
)ss.
County of UTAH)



This instrument was acknowledged before me on this 3 day of May, 2006, by Elaine K. Busath, Managing Member of Cascade Associates, LLC.

Wendy Beagley
Notary Public for Utah
My Commission Expires: 5/24/09

EXHIBIT 'A'

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Lot 4, 3rd AMENDMENT ALPINE MAIN STREET VILLAGE Planned Commercial Development, Alpine, Utah as the same is identified in the record survey map in Utah County, Utah as Entry No. 112473:2005 and Map Filing No. 11310-126, (as said record survey map may have heretofore been amended or supplemented) and in the Declaration of Covenants, Conditions and Restrictions recorded in Utah County, Utah as Entry No. 25558, in Book 4997, at Page 175 (as said declaration may have heretofore been amended or supplemented). Together with the appurtenant interest in said project's common areas. Also together with a right of access, ingress and egress as set forth in the certain Cross Easement, recorded March 2, 199, as Entry No. 25557, in Book 4997 at Page 172, records of Utah County, Utah.

Also known as:

**75 West Main Street Court #4
Alpine, UT 84004**