

98041

BOOK 6 PAGE 906

### AGREEMENT TO TERMINATE LEASE

Agreement executed August 9, 1984, between the Port of Skamania County, a municipal corporation, as Lessor, and Horizons Forest Products, Inc., a Washington corporation, as Lessee.

#### Witnesseth:

In consideration of the dismissal with prejudice of that certain lawsuit No. 7487 in the Superior Court of the State of Washington in and for Skamania County, wherein Lessor is Plaintiff and Lessee is Defendant, Lessee agrees to the termination of the lease described herein, the payment to Lessor by Lessee of all rent for the demised premises due and owing as of the date of this agreement, and for all attorney's fees, expert witness fees and court costs incurred in the prosecution of said lawsuit.

Lessee further agrees to indemnify Lessor against the costs of cleanup and for all damage to the demised premises, and for any liability arising therefrom, which are incurred as a result of Lessee's possession of or activities on the premises.

Lessor further agrees to allow Puget Sound Plywood, Inc. to sub-lease a portion of the premises to Lessee provided that Puget Sound Plywood, Inc. agrees to lease the premises from Lessor and provided further, that at minimum, Lessee conducts its business in accordance with all of the terms and conditions of the lease agreement made between Lessor and Puget Sound Plywood, Inc.

Lessee agrees to release Lessor and the agents, employees and representatives of Lessor from any and all liability, of whatever kind and character, by reason of or arising from or in connection with, the execution of this Agreement to Terminate Lease or with the execution of a lease between Lessor and Puget Sound Plywood, Inc., a Washington corporation, for the lease of the premises which are the subject of this agreement and described herein, or by reason of any negotiation with Puget Sound Plywood, Inc. concerning the demised premises.

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The Northwest Quarter of the Northwest Quarter of the Northeast Quarter of Section 1, Township 3 North, Range 7 East, W.M.; said tract of real property being also described as the Northwest Quarter of Government Lot 14 of the said Section 1; except that portion thereof conveyed to the State of Washington for right-of-way for secondary state highway No. 8-C as relocated.

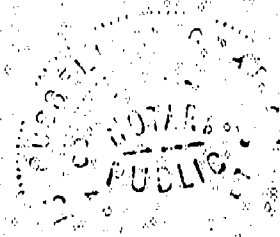
Beginning at the Northeast corner of said property thence West along County Road right-of-way (known as Old State Road) 165 feet; thence South 355 feet; thence West 375 feet; thence North 165 feet; thence West 120 feet to the West property line; thence North to the County Road right-of-way; thence East along said right-of-way to the point of beginning.

**LESSEE:**  
**HORIZONS FOREST PRODUCTS, INC.**

BY: Michael L. Knobel  
Michael L. Knobel

On this day personally appeared before me Elmer Stacy, Manager of the Port of Skamania County, known to me to be the individual described in and who executed the within foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned =

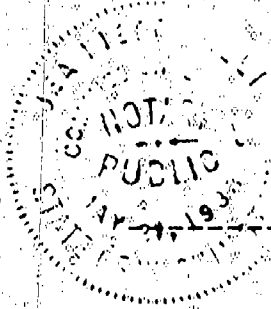
I do hereby seal this 4th day, of \_\_\_\_\_  
Russell J. Butler  
 Notary Public in and for the  
 State of Washington, residing  
 at Washoula, Wa.



STATE OF WASHINGTON )  
 ) ss.  
County of \_\_\_\_\_ )

On this 14th day of August, 1984, before me, the under-  
signed, a Notary Public in and for the State of Washington, duly  
commissioned and sworn, personally appeared MICHAEL L. KNOBEL, to  
me known to be the President-Secretary of HORIZONS FOREST  
PRODUCTS, INC., the corporation that executed the foregoing  
instrument, and acknowledged the said instrument to be the free  
and voluntary act and deed of said corporation, for the uses and  
purposes therein mentioned, and on oath stated that he was  
authorized to execute the said instrument and that the seal  
affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and  
year first above written.



[Signature]  
Notary Public in and for  
the State of Washington,  
residing at SKAMMANG.

**CERTIFICATION OF AUTHORITY**

I, Michael L. Knobel, certify that I am the President-  
Secretary of the corporation named as Lessee herein; that Michael  
L. Knobel, who signed this lease on behalf of the Lessee was then  
President and Secretary of the corporation, respectively; that  
said lease was duly signed for in behalf of said corporation by  
authority of its governing body, and is within the scope of its  
corporate powers.

[Signature] (Corporate Seal)  
MICHAEL L. KNOBEL  
President and Secretary

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STATE OF WASHINGTON )  
COUNTY OF \_\_\_\_\_ )  
I HEREBY CERTIFY THAT THE WITHIN  
INSTRUMENT WAS FILED BY  
Part of Sha Co.  
OF Stinson 11/17  
AT 11:45 8-10 1984  
WITNESS MY HAND  
Agnes Head 906  
BY Shirley M. Allen CLERK  
E. McPherson COUNTY



No. 114  
**TRANSACTION EXCISE TAX**  
**AUG 17 1984**  
Amount Paid 1.10  
By [Signature]