

CORRECTED

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease, dated October 5, 1981, from S.D.S. Co., a partnership, Bingen, Washington, as Lessors, to BWAB Incorporated, Denver, Colorado, as Lessee, recorded in Book 211, Page 409 of the Oil & Gas Records of Klickitat County, Washington, is owned by BWAB Incorporated

in so far as it covers the following described land in Klickitat & Skamania County, Washington to-wit:

See Exhibit "A" attached to and by this reference incorporated herein.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, we Bruce R. Stevenson, Wesley D. Stevenson, Mark E. Stevenson, John L. and Laura S. Cheney, Anne Stevenson, Douglas T. and Leslie S. Campbell

and each of us, do hereby ratify, approve, confirm, and adopt the above described oil and gas lease in so far as it covers the above described land, and do hereby lease, demise and let said land unto BWAB Incorporated subject to and under all of the terms and provisions of said lease, and as to said land, do hereby agree and declare that said lease is now in full force and effect, that payment has been duly made of the entire bonus consideration and all of the delay rentals necessary to extend said lease to the next rental paying date, and each of the undersigned agrees that any delay rentals which may be paid under the terms of said lease with respect to the above described land may be divided as follows:

CREDIT TO	ADDRESS	AMOUNT
S.D.S. Co., a partnership P. O. Box 266 Bingen, Washington 98605	U. S. National Bank Portland, Oregon	\$9,372.08

and that payment or tender, of the amount above set forth opposite his name, directly or to his credit in the depository bank at the times and in the manner specified in said lease will, as to his interest in the said land, extend said lease and continue the same in full force and effect according to its terms, provided, that if no amount is above set forth opposite his name, then payment of the amounts above set forth to the other parties, or their successors in interest, will so extend said lease. This instrument shall be fully binding upon, and effective as to the interest of, each of the above named persons who executes the same, without regard to execution or lack of execution by the others or by any other person whomsoever.

We, and each of us, hereby release and waive all rights of dower and homestead in the above identified land, and the provisions hereof shall be binding upon the heirs, legal representatives, successors, and assigns of each of us.

WITNESS our hands and seals this 31ST day of August, 1984

Mark E. Stevenson

Anne Stevenson

Bruce R. Stevenson

Wesley D. Stevenson

John L. Cheney

Laura S. Cheney

Douglas T. Campbell

Leslie S. Campbell

Douglas T. Campbell

Leslie S. Campbell

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X

STATE OF Washington
COUNTY OF Klickitat

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah,
Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT—INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this
day of August, 1984, personally appeared Mark E. Stevenson

and
to me known to be the identical person, described in and who executed
the within and foregoing instrument of writing and acknowledged to me that he duly executed the same as his
and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires 11/19/86

Dorothy M. Henkle
Address: White Salmon, WA

STATE OF Washington
COUNTY OF Klickitat

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah,
Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT—INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this
day of August, 1984, personally appeared Bruce R. Stevenson

and
to me known to be the identical person, described in and who executed
the within and foregoing instrument of writing and acknowledged to me that he duly executed the same as his
and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires 11/19/86

Dorothy M. Henkle
Address: White Salmon, WA

STATE OF
COUNTY OF

ACKNOWLEDGMENT (For use by Corporation)

On this day of A.D. 19, before me personally
appeared, to me personally known, who being by
me duly sworn, did say that he is the of

and that the seal affixed to said instrument is the corporate seal of said corporation
and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said
acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this day of A.D. 19

(SEAL)

Address:

Notary Public.

My Commission expires

No. 98549

S.D.S. CO.
FROM

10

COPIES IN COPIES PRINTED

19

Dated

No. Ages

County

Term

This instrument was filed for record on the 29th

day of NOVEMBER

1984, at

4:15 o'clock P. M., and duly recorded in

Volume 6 Page 962

RECORDED in the records of this office.

County Clerk.

Deputy.

When recorded return to

STATE OF Washington
COUNTY OF Klickitat

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah,
Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT—INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 31st
day of August, 19 84, personally appeared John L. Cheney

and Laura S. Cheney

to me known to be the identical person S, described in and who executed
the within and foregoing instrument of writing and acknowledged to me that they duly executed the same as their free
and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.
My Commission Expires 11/19/86

Dorothy M. Henkle Notary Public
Address: White Salmon, WA

STATE OF Washington
COUNTY OF Klickitat

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah,
Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT—INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 31st
day of August, 19 84, personally appeared Douglas T. Campbell

and Leslie S. Campbell

to me known to be the identical person S, described in and who executed
the within and foregoing instrument of writing and acknowledged to me that they duly executed the same as the free
and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.
My Commission Expires 11/19/86

Dorothy M. Henkle Notary Public
Address: White Salmon, WA

STATE OF Washington
COUNTY OF Klickitat

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah,
Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT—INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 31st
day of August, 19 84, personally appeared Anne Stevenson

and

to me known to be the identical person _____, described in and who executed
the within and foregoing instrument of writing and acknowledged to me that she duly executed the same as her free
and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.
My Commission Expires 11/19/86

Dorothy M. Henkle Notary Public
Address: White Salmon, WA

N/A REFER ATTACHED DOCUMENT

STATE OF Washington
COUNTY OF Klickitat

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah,
Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT—INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 31st
day of August, 19 84, personally appeared W. E. Stevenson, attorney in fact for Wesley D. Stevenson

and

to me known to be the identical person _____, described in and who executed
the within and foregoing instrument of writing and acknowledged to me that he duly executed the same as his free
and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.
My Commission Expires 11/19/86

Dorothy M. Henkle Notary Public
Address: White Salmon, WA

EXHIBIT "A"

Township 4 North Range 13 East, W.M.

- Section 1: SE $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$
 Section 2: W $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$
 Section 4: S $\frac{1}{2}$ SW $\frac{1}{4}$
 Section 5: W $\frac{1}{2}$ and W $\frac{1}{2}$ E $\frac{1}{4}$ of Lot 4, SW $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$
 Section 6: SE $\frac{1}{4}$
 Section 8: N $\frac{1}{2}$ N $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$, S $\frac{1}{2}$ N $\frac{1}{4}$
 Section 9: NW $\frac{1}{4}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$
 Section 10: NE $\frac{1}{4}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$
 Section 11: N $\frac{1}{2}$ N $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$
 Section 20: N $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ Less R/W
 Section 30: W $\frac{1}{2}$ NW $\frac{1}{4}$ Less R/W

Township 4 North Range 12 East, W.M.

- Section -2: SE $\frac{1}{4}$ SE $\frac{1}{4}$, Lot 1
 Section -3: SE $\frac{1}{4}$ Less Tax Lot 2, SW $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$
 Section -4: W $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$, E $\frac{1}{2}$ E $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$, Lot 4 less tax lot 2
 Section -5: SE $\frac{1}{4}$ Less Tax Lot 1 and 3, Tax lot 4 in lot 1
 Section -6: Lot 2, W $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$
 Section -7: E $\frac{1}{2}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ Lot 3, S $\frac{1}{2}$ SW $\frac{1}{4}$
 Section -8: N $\frac{1}{2}$ N $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$
 Section -9: NE $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$, N $\frac{1}{2}$ S $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$
 Section -10: NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$
 Section -11: E $\frac{1}{2}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$
 Section -12: NE $\frac{1}{4}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ NW $\frac{1}{4}$ Less Tax Lot 1, E $\frac{1}{2}$ SW $\frac{1}{4}$ and NW $\frac{1}{4}$ SW $\frac{1}{4}$ Less Tax Lot 1

Township 5 North Range 13 East, W.M.

- Section 29: SW $\frac{1}{4}$ SE $\frac{1}{4}$
 Section 30: SE $\frac{1}{4}$
 Section 31: S $\frac{1}{2}$, S $\frac{1}{2}$ NE $\frac{1}{4}$
 Section 32: W $\frac{1}{2}$, W $\frac{1}{2}$ E $\frac{1}{4}$

Township 5 North Rang 12 East, W.M.

- Section -21: SE $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$
 Section -28: N $\frac{1}{2}$ Less NW $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ and N $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$
 Section -29: SE $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$
 Section -30: NW $\frac{1}{4}$
 Section -31: Lots 1 and 2, SW $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$
 Section -33: S $\frac{1}{2}$ S $\frac{1}{2}$
 Section -34: SE $\frac{1}{4}$

6 969

MODIFICATION NO. 1 TO PARTNERSHIP AGREEMENT

S.D.S. CO.

AGREEMENT effective as of the first day of January, 1984, among BRUCE R. STEVENSON, MARK E. STEVENSON, ANNE STEVENSON, LAURA S. CHENEY, JOHN L. CHENEY, LESLIE S. CAMPBELL and DOUGLAS T. CAMPBELL ("the partners").

RECITALS:

1. By document effective October 1, 1978, ("the partnership agreement"), the partners, together with Wesley D. Stevenson, reduced to writing their agreement with respect to the continuance of a partnership doing business under the name of "S.D.S. Co."

2. The partners now desire that the partnership agreement be modified to reflect that Wesley D. Stevenson sold his entire interest in the partnership, in equal shares, to Bruce R. Stevenson and Mark E. Stevenson.

AGREEMENT:

1. Paragraph (a) of the partnership agreement shall be amended to read as follows:

"(a) Until change, the capital accounts of the partners shall be maintained in the following percentages:

Bruce R. Stevenson	25%
Mark E. Stevenson	25%
Anne Stevenson	16-2/3%
Laura S. Cheney	8-1/3%
John L. Cheney	8-1/3%
Leslie S. Campbell	8-1/3%
Douglas T. Campbell	8-1/3%

2. The following changes shall be made to paragraph 6 of the partnership agreement:

(a) The second sentence of paragraph 6 shall be amended to read as follows:

"One representative shall be designated by Bruce R. Stevenson and Mark E. Stevenson and one representative shall be designated by Anne Stevenson, Laura S. Cheney, John L. Cheney, Leslie S. Campbell and Douglas T. Campbell."

(b) The first sentence of the fourth paragraph of paragraph 6 shall be amended to read as follows:

"Bruce R. Stevenson and Mark E. Stevenson hereby designate Bruce R. Stevenson, and, in his absence, Mark E. Stevenson, as their representative and Managing Partner."

IN WITNESS WHEREOF, the parties have executed this agreement, effective January 1, 1984.

Bruce R. Stevenson
Bruce R. Stevenson

Mark E. Stevenson
Mark E. Stevenson

Anne Stevenson
Anne Stevenson

Laura S. Cheney
Laura S. Cheney

John L. Cheney
John L. Cheney

Leslie S. Campbell
Leslie S. Campbell

Douglas T. Campbell
Douglas T. Campbell