

98558

FORM TA-2142 REV. 3-15-84

6 100-974

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 210, Page 666
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	\$9,600.09

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 31 day of August, 1984.

Mark E. Stevenson

Anne Stevenson

(SEAL)

Brice R. Stevenson

Wesley D. Stevenson

(SEAL)

John L. Cheney

Laura S. Cheney

(SEAL)

Mark E. Stevenson

Leslie S. Campbell

(SEAL)

Douglas T. Campbell

* Leslie S. Campbell

(SEAL)

* Douglas T. Campbell

(SEAL)

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 19, 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 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 Aug. 19, 1986

Dorothy A. Henkle Notary Public

Address:

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 19, 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 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 Aug. 19, 1986

Dorothy A. Henkle Notary Public

Address:

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)

My Commission expires

Notary Public

No. 98550

FROM

POWER OF ATTORNEY

TO

19

County

Term

Dated

No. Acres

This instrument was filed for record on the 29th

day of August 1984 at

o'clock A.M., and duly recorded in

Volume 271 Page 271

Deputy Clerk of the records of this office

When recorded return to

County Clerk

Deputy

B

STATE OF Washington
COUNTY OF KlickitatOklahoma, 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 19, 1984, 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 Dec 19, 1986*Dorothy M. Henkle*
Dorothy M. Henkle Notary PublicAddress: *White Salmon, WA*STATE OF Washington
COUNTY OF KlickitatOklahoma, 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 19, 1984, 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 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 Dec 19, 1986*Dorothy M. Henkle*
Dorothy M. Henkle Notary PublicAddress: *White Salmon, WA*

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STATE OF Washington
COUNTY OF KlickitatOklahoma, 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 19, 1984, personally appeared Anne Stevenson

and

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 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 Dec 19, 1986*Dorothy M. Henkle*
Dorothy M. Henkle Notary PublicAddress: *White Salmon, WA*STATE OF Washington
COUNTY OF KlickitatOklahoma, 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 19, 1984, personally appeared

W. E. Stevenson, attorney in fact for Wesley D. Stevenson

and

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 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 Dec 19, 1986*Dorothy M. Henkle*
Dorothy M. Henkle Notary PublicAddress: *White Salmon, WA*

98550

EXHIBIT "A"

Township 5 North Range 10 East, W.M.

- Section 1: Lots 3 and 4, S_WN_E, N_ES_W
 Section 12: S_EN_E_{1/4}, S_E_{1/4} Lying East of Highway #8D
 Section 13: Tax Lot 1, S_E_{1/4}S_E_{1/4}, N_EN_E_{1/4} Lying East of Highway #8D
 Section 23: W_WN_E, Tax Lot 1 in E_ES_E_{1/4}
 Section 24: Tax Lot 1 and NW_{NE}_{1/4}, SW_{SW}_{1/4}, E_ES_W_{1/4} Lying East of the White Salmon River
 Section 25: Tax Lots 2 and 3, N_ES_E_{1/4}, S_WN_E_{1/4}, S_EN_W_{1/4}, E_EN_E_{1/4} Less Tax Lot 3,
 NW_{NE}_{1/4}, N_ES_E_{1/4}, S_E_{1/4}S_E_{1/4}, Tax Lots 1A and 1A
 Section 26: W_W and W_WS_E_{1/4} Less Tax Lot 10, S_ES_E_{1/4}, S_EN_E_{1/4}
 Section 27: Tax Lots 2 and 3, S_WN_E_{1/4}, N_ES_E_{1/4}
 Section 34: S_E Lot 1, N_E Lot 2, N_ES_E Lot 2, W_WN_EN_E, S_ENN_WN_E, S_ENN_WN_E_{1/4},
 NW_{NE}_{1/4}N_EN_E, N_ES_E_{1/4}S_W_{NE}_{1/4}, NE_ES_W_{NE}_{1/4}
 Section 35: N_E Less Tax Lot 12, E_ES_E_{1/4} Less Tax Lot 1A, Tax Lot 10A

Township 5 North 11 East, W.M.

- Section - 2: Lot 4
 Section - 4: SE_{1/4}
 Section - 5: Lot 2, SW_{SE}_{1/4}, S_EN_E_{1/4}, N_ES_E, E_ES_W_{1/4}, S_ENN_W_{1/4}, NE_ES_W_{1/4},
 E_EN_W_{1/4}S_W_{1/4}, Tax Lot 1, Lot 3 less NW_{NE}_{1/4} Lot 4
 Section - 6: S_ES_E_{1/4}N_E_{1/4} less 6 acres, NE_ES_E_{1/4}
 Section - 8: N_ES_E_{1/4}, S_ES_E_{1/4}
 Section - 17: NE_E, NE_ES_W_{1/4}, S_W_{SW}_{1/4}, S_W_{SW}_{1/4}N_E_{1/4}, SW_{SW}_{1/4}, S_W_{SW}_{1/4}N_E_{1/4}
 Section - 18: Lots 1 and 2, W_WNE_{1/4}, E_EN_W_{1/4}, E_EN_W_{1/4}S_E_{1/4}, S_ES_E_{1/4}
 Section - 19: S_EN_E_{1/4}, SW_{SW}_{1/4}, S_ES_E_{1/4}, N_ES_E_{1/4}
 Section - 20: SW_{NE}_{1/4}, NW_{NE}_{1/4} Less Tax Lot 1, NE_ES_W_{1/4}, W_WSW_{1/4}
 Section - 25: NE_E, SW_{SW}_{1/4}
 Section - 28: SE_ENN_W_{1/4}S_E_{1/4}, S_W_{SW}_{1/4}
 Section - 30: NW_{NE}_{1/4}, N_EN_E_{1/4}, Lot 3, S_ENN_W_{1/4}, E_ES_E_{1/4}
 Section - 34: S_W_{SW}_{1/4}S_W_{SW}_{1/4}, SE_ENN_W_{1/4}, NE_ES_W_{1/4}, S_W_{SW}_{1/4}, SE_ENN_W_{1/4}, NE_ES_E_{1/4}, W_WSE_{1/4}, Tax Lot 1
 Section - 35: W_WN_E_{1/4}, N_ES_W_{1/4}, N_ES_W_{1/4}S_W_{SW}_{1/4}, SW_{SW}_{1/4}S_W_{SW}_{1/4}
 Section - 21: NE_ES_W_{1/4}

975

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 4(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%

1 - Modification No. 1

6
976

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

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