

SKAMANIA COUNTY, WASHINGTON

YAKIMA BINDERY & PTO. CO. 192812

All interest of the Sellers in and to all personal property situated in or near Camas, Clark County, Washington, and used by the parties hereto in connection with said joint venture operation, including boom sticks and chains (except all boom sticks and chains which are owned by the Sellers individually), hoists, lines, motors, blocks, tackles, office furniture and equipment and other personal property now located on the property leased from the Port of Camas-Washougal, a municipal corporation located at the foot of Main Street, Port of Camas, Plat of Parkersville, Clark County, State of Washington.

ALSO

All interest of the Sellers in and to that certain Lease Agreement dated October 17 1947, by and between the Port of Camas-Washougal, a municipal corporation, as Lessor, and Buffelen Lumber & Manufacturing Company (erroneously designated in said Lease as BUFFELEN LUMBER COMPANY of Tacoma, Washington), as Lessee, covering that portion of the pier extending at right angles to the meander line a distance of approximately 210 feet and the harbor facilities adjacent thereto, all located at the foot of Main Street, Port of Camas, Plat of Parkersville, Clark County, State of Washington, together with a right of way for the use of the present means of ingress and egress thereto and therefrom, for use as a log dump and booming grounds, and for the sorting of logs, the rafting and holding of logs, and other timber products.

All of the foregoing real property and personal property is subject to all unpaid taxes and assessments, and all easements, encumbrances, liens and contracts now outstanding or which may hereafter be a lien or encumbrance against any of said above described property, EXCEPTING therefrom such liens and encumbrances, if any, that may arise on account of acts or actions of the Sellers and without concurrence of the Buyer.

for the sum of Two Hundred Seventy-seven Thousand, Four Hundred Dollars (\$277,400.00) which the Buyer agrees to pay on or before July 1, 1951, without interest; Provided, however, that if default be made in the payment of any sum due under this Contract, that interest shall be paid at the rate of six per cent (6%) per annum on all unpaid balance due under this Contract until such time as such default is cured and all payments then due under this Contract have been paid, and the Buyer agrees to pay the full purchase price of \$277,400.00, plus interest if any, regardless of the loss, destruction or damage to any of the property herein sold, or to any of the timber, logs, or timber products located on any of the above described real estate, or removed from any of the above described real estate, all of which sums and payments the Buyer expressly agrees to pay.

IT IS AGREED that the Buyer may cut and remove and sell or use all standing or down timber, logs, poles, posts, or other forest products from the above described real estate and shall pay to the Sellers, to be applied on the sums due under this Contract, the sum of Twenty Dollars (\$20.00) per thousand board feet for all merchantable logs removed from the above described real estate, and that all of said logs shall be delivered into the water and rafted in the Columbia River at or near Camas, Washington, and that all of said logs shall be scaled as soon as rafted. One copy of the scale report shall be sent to Defiance Mill Co. at 4601 Ruston Way, Tacoma, Washington, and said payments of Twenty Dollars (\$20.00) per thousand board feet shall be made by the Buyer to the Sellers within ten (10) days after receipt of scale bill. All logs shall be scaled by a scaler selected by the Buyer and the Sellers, and if they cannot agree upon a scaler, the logs shall be scaled by an official scaler of the Columbia River Log Scaling & Grading Bureau at Washougal, Washington.

IT IS FURTHER AGREED that all logs shall be stamped or branded on each end by the Buyer with the registered log brand (DB) before the same are removed from the above described real estate and the Buyer agrees to use said log brand or stamp only on logs removed from the above described real estate until the full purchase price has been paid, and not to use said log brand on any logs or timber that are not cut on or removed from the above described real estate.

The Buyer agrees to pay all taxes and assessments now due against any of the property herein agreed to be sold, or which may hereafter be imposed upon any of said property, promptly when due, including all real estate taxes and personal property taxes and all other charges and assessments which may be imposed upon or assessed against any of the