

*Original*CONTRACT AND PLEDGE AGREEMENT

THIS AGREEMENT, entered into this 8th day of February, 1958, by and between PAUL G. NYLUND and ALICE J. NYLUND, husband and wife, as First Parties, and EDWARD I. CHASE and VIVIAN R. CHASE, husband and wife, as Second Parties.

W I T N E S S E T H:

WHEREAS the First Parties have agreed to sell and deliver to the Second Parties, and the Second Parties have AGREED to purchase ~~xxxx~~ one share of STEVENSON CO-PLY, INC., a Washington Corporation, stock identified by Stock Certificate No. 727 presently standing in the names of the First Parties.

WHEREAS, IT IS AGREED that the stock is being sold as a unit and that the one share is to be considered as one share with no division to be made thereof, and IT IS FURTHER AGREED that the Second Parties shall not own any part of said stock free of the obligation to the First Parties until the whole thereof has been paid for.

WHEREAS, by the By-Laws of STEVENSON CO-PLY, INC., the said company has the right of first refusal on the purchase of the stock of said corporation and, therefore, IT IS AGREED that this contract for the sale is contingent upon the said corporation refusing to purchase the said stock.

WHEREAS, the Second Parties cannot pay for said shares of stock in total and desire to pay for the same in installments and do therefore desire to deposit the same as a pledge with the First Parties until said shares of stock are paid for in full, and

WHEREAS the terms of said purchase are as follows:

1. The full purchase price for said shares of stock will be the sum of Five Thousand Dollars (\$5,000.00) lawful money of the United States of America to be paid as follows:

In monthly installments of ~~One Hundred and Sixty~~ Fifty Dollars (\$50.00) per month, including interest at the rate of six per cent (6%) per annum; the first of said monthly installments of \$50.00 to be paid on the 20th of March, 1958, with like installments of \$50.00 to be paid on the same day of each month thereafter until the balance of the purchase price and interest have been paid in full. A down payment of \$500.00 will be made by February 15, 1958.

2. In addition to the foregoing payments, the Second Parties shall endorse and deliver to the First Parties forthwith as issued all stock debentures or dividends distributed to shareholders by STEVENSON CO-PLY, INC. from and after date hereof to be retained by the First Parties as additional consideration for the sale of stock Certificate No. ____ and the First Parties may, at their option, deliver to said corporation a copy of this instrument so that said corporation will be advised to make all said payments of dividends, stock issue, stock debentures or any other increase of stock to the stockholders hereof, except in the nature of salaries payable to the First Parties. If, however, the First Parties do not so advise the said corporation, the Second Parties hereto AGREE to immediately endorse, surrender or pay to the First Parties any of such benefits all of which shall be considered as additional consideration on this contract.

3. IT IS UNDERSTOOD and AGREED that a new stock certificate shall be issued by STEVENSON CO-PLY, INC. in the name of Second Parties, or either of them, but that said share certificate shall immediately be forwarded by said corporation to the First Parties herein and that the First Parties herein shall hold said certificate until such time as the Second Parties have completed the payments required to be paid by this Agreement and the First Parties have been paid the full purchase price as herein set forth, together with all interest thereon. Second Parties AGREE, for purposes of facilitating the transfer in the event of default, that they will endorse the new stock certificate issued in their name or in the names of either of them, upon request of the First Parties at

any time hereafter. In addition, Second Parties AGREE to execute concurrently herewith stock transfer powers to the First Parties and the First Parties shall be empowered to use the same upon default by the Second Parties in any of the terms herein.

4. In the event the Second Parties should be in default of the payments or conditions herein, IT IS UNDERSTOOD and AGREED that the First Parties may forward the stock certificate held in pledge by them, which is ussed in the names of the Second Parties or either of them as set forth above, to STEVENSON CO-PLY, INC. Along with the executed stock transfer power and request a new certificate to be issued in the names of the First Parties.

5. IT IS FURTHER SPECIFIED, UNDERSTOOD and AGREED that in the event of default in the payments above specified or any other default in the terms of this Agreement, or in the event the Second Parties attempt to dispose of their interest in said stock without fully paid for the same, which shall constitute default, then the First Parties shall have the right to demand in writing of the Second Parties that such default be rectified within sixty (60) days of date of the said notice, and if said default is not rectified within sixty days of date of said notice then the First Parties shall have the right to have the said share of stock transferred to their name. IT IS AGREED FURTHER, however, that in the event the Second Parties are injured or ill so that they are unable to be employed for a period of one month in any one year that the said Second Parties shall be granted a period of thirty (30) days waiver in making the said payments as above specified, but in any event, if the First Parties have not received payment on said stock for a period of ninety (90) days then all right, title and interest of the Second Parties shall immediately cease. No more than one of such periods of thirty day waiver because of injury or sickness shall be granted in any

one calendar year.

6. IT IS AGREED that all written notices as herein specified are to be considered as served when sent by registered mail with a return receipt addressed to the Second Parties by the First Parties at the following address:

c/o Edward I. Chase
Route 4
Stevenson, Washington

or the last address that the Second Parties shall have provided to the First Parties in writing.

7. In the event of default in the terms or conditions hereof and in the event of the retaking of the stock by First Parties following such default, any payments made by the Second Parties prior thereto shall be retained by the First Parties as liquidated damages and the Second Parties shall have no claim or interest whatsoever in said stock nor against the First Parties in any manner in law or equity thereafter.

8. It is agreed that this agreement is based on a \$2.00 hourly wage scale. For each additional \$.25 per hour increase that the second parties agree to pay \$10.00 per month including interest in addition to the \$50.00 per month.

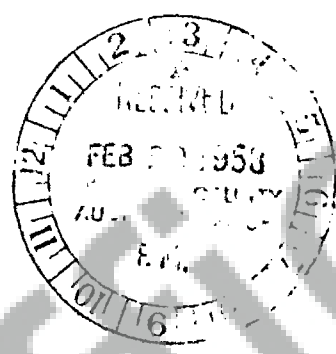
9. If, for any reason, the First Parties should be required to commence an action to foreclose or adjudicate their right, title and interest in said stock for the moneys or interest due thereon, the Second Parties AGREE to pay all costs and expenses in connection with said suit and a reasonable attorney fee.

10. This Agreement shall not be modified, altered or amended except by an agreement in writing signed by the parties hereto and endorsed upon or attached to all copies of this Agreement, and the Second Parties shall not assign this Agreement nor sell, mortgage, pledge or in any way encumber or in any way dispose of their interest in or the the said stock nor in any part thereof, nor the said Second Parties permit

any liens to be acquired thereon without the written consent of the First Parties first obtained.

IN WITNESS WHEREOF the parties hereto have executed this Agreement in triplicate the day and year first above written.

Paul J. Johnson
John J. Johnson
 First Parties



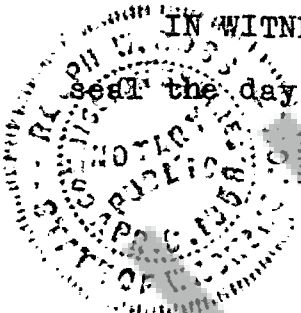
Edward I. Chase
Edward I. Chase
 Second Parties

Unofficial Copy

STATE OF WASHINGTON)
COUNTY OF LEWIS) ss.

On this 13 day of February, 1958, before me personally appeared PAUL G. NYLUND and ALICE J. NYLUND, husband and wife, EDWARD I. CHASE and VIVIAN R. CHASE, husband and wife, to me known to be the individuals described in and who signed their names to the within instrument and acknowledged to me that they signed and sealed the same as their free and voluntary act and deed.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.



Ralph H. Ross
Notary Public in and for the State
of Washington, residing at Centralia.

MY COMMISSION EXPIRES:
April 6 - 1958