

Portland, Oregon, hereinafter designated as LOGGING COMPANY, and the CAPE HORN RAILROAD COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Washington, with its principal place of business at Vancouver, Washington, hereinafter designated as RAILROAD COMPANY, WITNESSETH: That, Whereas, said LOGGING COMPANY is the owner of the following described timber lands in the County of Skamania, State of Washington, upon which there is standing one hundred twenty five million (125,000,000) feet (estimated) of merchantable timber said real estate being more particularly described as follows, to wit:

North Half of North East quarter and North Half of North West quarter of Section Twenty-four (24); South East quarter; East Half of South West quarter; North West quarter of South West quarter; East Half of North West quarter; South West quarter of North West quarter; and the North East quarter of Section Fourteen (14); North Half of North West quarter; South West quarter of North West quarter; South West quarter of North East quarter; South East quarter; North West quarter of South West quarter; South half of South west quarter of Section Twelve (12); South East quarter and the North East quarter of Section Eleven (11); all of Section One (1); North West quarter and the North East quarter of Section Thirteen (13) all in Township Two (2) North, Range Five (5) East, Willamette Meridian.

South West quarter of Section Thirty-six (36); South West quarter of South East quarter of Section Thirteen (13); all of Section Thirty-five (35); South West quarter of North West quarter; South West quarter; South West quarter of South East quarter of Section Twenty-six (26); North half of North East quarter; South Half of South East quarter of Section Thirty-four (34); North West quarter of Section Twenty-four (24); South Half of Section Twenty-five (25); all in Township Three (3) North, Range Five (5) East.

Lots Four (4), Five (5) and Six (6) and South East quarter of North West quarter of Section Six (6) in Township Two (2) North, Range Six (6) East.

South West quarter and North West quarter and South East quarter of Section Nineteen (19); North West quarter of Section Twenty-nine (29); all in Township Three (3) North, Range Six (6) East, Willamette Meridian.

South East Quarter of Section Thirty-six (36) Township Three (3) North, Range Five (5) East, Willamette Meridian.. And, Whereas said RAILROAD COMPANY is the owner of that certain logging railroad extending from Prindle's Landing in the County of Skamania, in the State of Washington, in Section Twelve (12), Township One (1) North, Range Five (5) East, running thence in a northerly direction through Sections Eleven (11), Two (2) and Three (3), Township One (1) North, Range Five (5) East; Sections Thirty-five (35), Twenty-six (26), Twenty-three (23), Fourteen (14), Eleven (11), Twelve (12) and One (1), Township Two (2) North, Range Five (5) East, and Section Six (6), Township Two (2) North, Range Six (6) East; Sections Thirty-one (31) and Thirty (30), Township Three (3) North, Range Six (6) East; Sections Twenty-four (24) and Thirteen (13) Township Three (3) North, Range Five (5) East, and terminating in Section Eighteen (18), Township Three (3) North, Range Six (6) East, and about eighteen miles in length.

NOW, THEREFORE, It is agreed by and between the parties hereto, that when the said RAILROAD COMPANY is completed and equipped as aforesaid that said LOGGING COMPANY will deliver to said RAILROAD COMPANY, as rapidly as conveniently can be done and lead upon the cars of the said RAILROAD COMPANY, all of the logs from the above described real estate, and the said RAILROAD COMPANY hereby agrees that it will convey and haul said logs so placed upon its cars as aforesaid, by said LOGGING COMPANY, to said Prindle's Landing and unload them into tide water at said place, and the said RAILROAD COMPANY hereby agrees to haul and convey all said logs over its said right of way to tide water as aforesaid, and the said LOGGING COMPANY hereby agrees to pay to the said RAILROAD COMPANY the sum of Two (\$2.00) Dollars per One Thousand feet for the transportation of said logs; payment thereof to be made not later than the 10th day of each and every month after the logs are transported and hauled by the said RAILROAD COMPANY for the