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SECOND AMENDMENT TO REAL AND PERSONAL PROPERTY CONTRACT  
and  
CONSENT OF SELLERS TO PURCHASER'S ASSIGNMENT OF CONTRACT AND DEED

THIS AMENDMENT pertains to that certain Real and Personal Property Contract and Addendum thereto entered into between NELL L. HILL, a single woman, and R. LEE MacDONALD, a single woman, as Sellers, and IAN M. LOW and AIKO A. LOW, husband and wife, as Purchasers, entered into between them dated June 1, 1989, and recorded June 23, 1989 in Book 114, Page 304, Auditor's Records of Skamania County, Washington, and first amended by that certain Amendment to Real and Personal Property Contract entered between said parties on October 31, 1989 and recorded November 16, 1989 in Book 116, Page 733, Auditor's Records of Skamania County, Washington. A Purchasers' Assignment of Contract and Deed, conveying the Purchasers' interest to GREEN LIFE JAPAN, INC., a Japanese corporation, was recorded on September 3, 1991 in Book 124, Page 889, Auditor's Records of Skamania County, Washington.

NELL L. HILL and R. LEE MacDONALD (hereinafter referred to as "Sellers") hereby consent to the assignment of the Purchasers' interest under said Real and Personal Property Contract to Skamania Coves Resort, a Limited Liability Company (hereinafter referred to as "Purchaser"), subject to the following amendments:

PRICE AND PAYMENT TERMS:

1. The following provisions are deleted from the Real and Personal Property Contract:

a. Paragraph 6 is deleted in its entirety, which paragraph provides as follows:

6. Purchasers may at their option pay the entire balance of the purchase price remaining due, or any part of such balance, at any time before maturity, without notice to sellers and without penalty.

FILED FOR RECORD  
SKAMANIA CO. WASH  
BY SKAMANIA CO. TITLE

Dec 14 4 15 PM '95

*P. Lowry*  
AUDITOR  
GARY M. OLSON

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Mailed ☒

b. The words "...or more at purchasers' option" are deleted from Paragraph 3.a. in each instance where they appear.

c. The provisions of the Addendum to Real and Personal Property Contract dated June 1, 1989, providing for partial deed release, are deleted, and Paragraph 19 is amended to read as follows:.

19. The rights hereby granted are personal to the Purchaser and Sellers' reliance upon Purchasers' ability and integrity is a part of the consideration for this contract. Neither this contract nor any interest therein, nor the possession of the property, may be assigned or transferred by Purchaser, nor shall Purchaser make or enter into any contract for the sale of the property or any interest therein, without the prior written consent of Sellers, which consent shall not be unreasonably withheld; provided however, that Purchaser has Sellers' consent to divide the property into two parcels and to sell the most Westerly residence located on the subject real property, along with all land lying West of a North/South line running through a point 30 feet East of the most Easterly side of said residence, provided that the proceeds of sale are used exclusively for the following types of capital improvements on the remainder of the real property governed by this contract: road work, septic systems, electrical work, development of a potable water system and the construction of cabins and facilities to be used in common by all occupants of the property.

2. The following provisions are added to the Real and Personal Property Contract:

a. **Late Payment Charge.** Purchaser agrees to pay One Hundred Seventy-five and 60/100 Dollars (\$175.60) as reasonable liquidated damages, and not as a penalty, in the event that any regularly scheduled payment is made after the due date. Such amount shall be due and payable with the late payment. In the event any payment is not made within 10 days of date it is due, including the payment of liquidated damages as provided herein, it shall constitute a default hereunder.

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b. Prepayment Conditions.

(1) No prepayment of principal or interest, in whole or in part, shall be made except as specifically set forth herein.

(2) No prepayment of principal or interest, in whole or in part, shall be permitted within the first three (3) years of the contract.

(3) For two (2) years immediately following the first three (3) years, Purchaser shall pay Sellers, as Sellers' liquidated damages, a sum equal to ten percent (10%) of the amount of any prepayment in excess of Twenty-five Thousand and No/100 Dollars (\$25,000.00) in any calendar year.

(4) For the next five (5) years, Purchaser shall pay Sellers, as Sellers' liquidated damages, a sum equal to five percent (5%) of the amount of any prepayment in excess of Fifty Thousand and No/100 Dollars (\$50,000.00) in any calendar year.

(5) The parties hereto agree that the amounts set out in paragraphs b.(3) and (4) above shall be paid by Purchaser as Sellers' liquidated damages, for the privilege of such excess prepayment. Purchaser acknowledges that prepayment under said terms will cause Sellers to suffer damages, and Purchaser therefore agrees to payment as set out herein, not as a penalty, but as compensation to Sellers for their liquidated damages.

3. The following terms of the contract are modified:

a. The due date of the contract, as set out in paragraph 3.a. of the Real and Personal Property Contract, is extended from June 1, 1999 to December 1, 2007.

b. The parties agree that the amount of the monthly installment payment applicable to Purchaser, as set out in paragraph 3.a. of the Real and Personal Property Contract, shall be Three Thousand Five Hundred Twelve Dollars (\$3,512.00) commencing the \_\_\_\_ day of December, 1995. The parties agree that the principal balance due on the contract as of November \_\_\_\_, 1995 is the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_), and that interest is paid through November \_\_\_\_, 1995.

c. The addresses for notice, as set out in paragraph 23 of the Real and Personal Property Contract, are changed as follows:

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To Purchaser:

Skamania Coves Resort  
c/o Lorne & Connors  
P.O. Box 1116  
White Salmon WA 98672

To Sellers:

Nell Hill and Lee MacDonald  
P.O. Box 946  
Stevenson WA 98648

d. The address for payment, as set out in paragraph 4 of the Real and Personal Property Contract, is changed to provide for payment to a contract collection account to be established at Riverview Savings, P.O. Box 10, Stevenson WA 98648. Any and all fees and costs for set up and maintenance of the contract collection account shall be paid by Purchaser.

e. The parties hereto expressly agree that the personal property listed in Exhibit A hereto does not constitute collateral hereunder, and Sellers do hereby consent to Purchaser's sale of that property at any time and under whatever terms Purchaser wishes, without notice to or any further consent of Sellers.

f. Limited Personal Guarantee. The parties agree that Steven H. Sweitzer, Daniel Huntington and Frederick C. Johnston, the individual members of Skamania Coves Resort, a Limited Liability Company, and their respective marital communities, shall personally guarantee the timely payment of principal and interest required under the terms of this contract.

In all other respects the terms of said Real and Personal Property Contract shall remain in full force and effect.

DONE this 16th day of November, 1995.

SELLERS:

Nell L. Hill  
NELL L. HILL

R. Lee MacDonald  
R. LEE MACDONALD

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PURCHASER:

SKAMANIA COVES RESORT,  
a Limited Liability Company

By: Steven H. Sweitzer  
Steven H. Sweitzer, Member

By: Daniel Huntington  
Daniel Huntington, Member

By: Frederick C. Johnston  
Frederick C. Johnston, Member

STATE OF WASHINGTON )

COUNTY OF SKAMANIA )

ss.

I, Jan C. Kielpinski, Notary Public for the State of Washington, do hereby certify that I know or have satisfactory evidence that Nell MacDonald and R. Lee MacDonald are the persons who appeared before me and acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

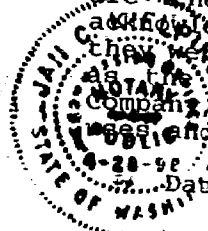
Dated this 16th day of November, 1995.

Jan C. Kielpinski  
Print: JAN C. KIELPINSKI  
NOTARY PUBLIC in and for  
the State of Washington  
My commission expires 4/28/98

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STATE OF WASHINGTON )  
COUNTY OF SKAMANIA ) ss.

I certify that I know or have satisfactory evidence that Steven H. Sweitzer, Daniel R. Huntington and Frederick C. Johnston are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it to be the free and voluntary act of such party for the purposes mentioned in the instrument.



Dated this 16th day of November, 1995.

*Jan C. Kiepinski*  
Print: JAN C. KIEPINSKI  
NOTARY PUBLIC in and for  
the State of Washington  
My commission expires 4/28/98

LIMITED PERSONAL GUARANTEE

The undersigned, and their respective marital communities, do hereby personally guarantee the timely payment of principal and interest, in accordance with the terms set out in that certain Real and Personal Property Contract dated June 1, 1989 and recorded June 23, 1989 in Book 114 at Page 304, Deed Records of Skamania County, Washington, as amended by the foregoing and attached Second Amendment to Real and Personal Property Contract and consent of Seller's to Purchaser's Assignment of Contract.

*Steven H. Sweitzer*  
Steven H. Sweitzer,  
a single man

*Daniel R. Huntington*  
Daniel Huntington

*Stephanie Huntington*  
Stephanie Huntington

*Frederick D. Johnston*  
Frederick D. Johnston

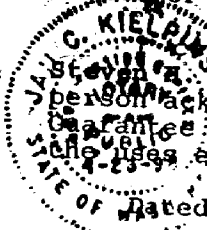
*Annette Marie Johnston*  
Annette Marie Johnston

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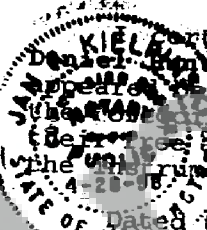
STATE OF WASHINGTON )  
COUNTY OF SKAMANIA ) ss.

I certify that I know or have satisfactory evidence that Steven A. Sweitzer is the person who appeared before me, and said person acknowledged that he signed the foregoing Limited Personal Guarantee and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.


Dated this 16th day of November, 1995.

  
Print: JAN C. KIELPINSKI  
NOTARY PUBLIC in and for  
the State of Washington  
My commission expires 4/28/98

STATE OF WASHINGTON )  
COUNTY OF SKAMANIA ) ss.

I certify that I know or have satisfactory evidence that Daniel Huntington and Stephanie Huntington are the persons who appeared before me, and said persons acknowledged that they signed the foregoing Limited Personal Guarantee and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 16th day of November, 1995.

  
Print: JAN C. KIELPINSKI  
NOTARY PUBLIC in and for  
the State of Washington  
My commission expires 4/28/98


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STATE OF WASHINGTON )  
COUNTY OF SKAMANIA ) ss.

I certify that I know or have satisfactory evidence that Frederick C. Johnston and Annette Marie Johnston are the persons who appeared before me, and said persons acknowledged that they signed the foregoing Limited Personal Guarantee and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 16th day of November, 1995.

  
Print: JAN C. KIM PINSKI  
NOTARY PUBLIC in and for  
the State of Washington  
My commission expires 4/28/98

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