



200803190080

Skagit County Auditor

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AFTER RECORDING, RETURN TO:

Four-H Machine Company, LLC
9056 North Texas Road
Anacortes, WA 98221

UNTIL A CHANGE IS REQUESTED,
SEND ALL TAX STATEMENTS TO:

POOR ORIGINAL

93609-3

GUARDIAN NORTHWEST TITLE CO.

Agreement for Extension of Rights, License Agreement, and Restrictive Covenant

This Extension of Rights Agreement is made by and among Northwest Petrochemical Corporation, a Washington corporation ("NorPetro"), Stimson Lumber Company, an Oregon corporation ("Stimson"), Tecnal Corporation, a Washington corporation ("Tecnal") and Four-H Machine, LLC, a Washington limited liability company ("Four-H") with reference to the following facts:

A. NorPetro, Stimson and Tecnal Resources, Inc., a Washington corporation ("TRI") entered into an Asset Purchase and Sale Agreement dated as of March 30, 1990, as amended by a First Amendment to Asset Purchase Agreement dated April 6, 1990. The rights of TRI under the Asset Purchase and Sale Agreement were assigned to Tecnal Limited Partnership a Washington limited partnership ("TLP") by an Assignment Agreement dated as of April 6, 1990. Tecnal Limited Partnership and Northwest Petrochemical Corporation entered into a License Agreement relating to environmental contamination on April 6, 1990. The Asset Purchase and Sale Agreement was amended by an Agreement Regarding Post-Closing Matters entered into as of October 1, 1990. The Asset Purchase and Sale Agreement, First Amendment, License Agreement, Agreement Regarding Post Closing Matters and Assignment Agreement are hereinafter collectively referred to as the "Purchase Agreement".

B. Pursuant to the Purchase Agreement, NorPetro sold certain real property located in Skagit County, Washington (the "Property") to TLP.

C. Pursuant to an Agreement dated for reference purposes as of August 14, 1992 (the "1992 Agreement"), TLP transferred certain assets to Tecnal, including but not limited to the Property, and in connection with such transfer NorPetro and Stimson each extended to Tecnal the rights and remedies of TLP and TRI under the Purchase Agreement including but not limited to all environmental covenants and indemnities made by NorPetro and Stimson.

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D. Tecnal now wishes to sell the Property to Four-H, however, it is a condition of sale that the environmental covenants and indemnities contained in the Purchase Agreement be extended to Four-H.

E. The Purchase Agreement contains language regarding the extension of indemnity rights to successors and assigns.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the undersigned agree as follows:

1. Extension of Rights. NorPetro and Stimson hereby extends to Four-H all of the rights and remedies of TLP, TRI and Tecnal under the Purchase Agreement and the 1992 Agreement, including without limitation the environmental covenants and indemnities made to TRI by NorPetro and Stimson in the Purchase Agreement and assigned by TRI to TLP.
2. Effectiveness. Each of NorPetro and Stimson acknowledge that the attached Purchase Agreement is a true and correct copy of the Purchase Agreement, and that the environmental covenants and indemnities contained in the Purchase Agreement remain in full force and effect, and as of the date of this agreement, that all conditions precedent to enforceability of the environmental covenants and indemnities have been satisfied or waived.
3. Access. Four-H agrees to assume the obligation to provide right of access and inspection as set forth in Section 7.9 of the Purchase Agreement, and further acknowledges that NorPetro and Stimson have unexpired rights pursuant to the License Agreement dated April 6, 1990 recorded against the Property under recording number 9004060138. Four-H acknowledges that the Property is subject to the environmental matters disclosed in Section 13 of the Purchase Agreement, and the obligation of prior owners of the Property under a Consent Order filed under EPA cause number 1087-10-19-3008.
4. Four-H agrees that the Property shall be used only for traditional industrial uses, as described in RCW 70.105D.020(23) and defined in and allowed under the City of Anacortes zoning regulations and that no groundwater may be taken for any use from the Property.
5. Attorneys Fees. In the event of a lawsuit between the parties hereto with respect to the enforcement or interpretation of the provisions of this Agreement, then the prevailing party therein shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party, in addition to all other relief to which such party may be entitled.
6. Governing Law; Jurisdiction. This Agreement shall be governed by the laws of the State of Washington, and all parties submit to the exclusive jurisdiction of the Superior Court of Washington located in Seattle, King County.




7. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and shall supersede any and all prior oral or written agreements and understandings between the parties with respect thereto. This Agreement shall not be amended except by written instrument signed by all parties hereto.

8. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto; provided, however, that no assignments of rights under this Agreement by any party shall be permitted or valid without the prior written consent of the other parties hereto.

9. Counterparts. This Agreement may be executed in several original counterparts, the combination of which shall constitute one original.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

TECNAL CORPORATION

By: 
Its: PRESIDENT

FOUR-H MACHINE, LLC

By: _____
Its: _____

NORTHWEST PETROCHEMICAL
CORPORATION

By: _____
Its: _____

STIMSON LUMBER COMPANY

By: _____
Its: _____



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7. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and shall supersede any and all prior oral or written agreements and understandings between the parties with respect thereto. This Agreement shall not be amended except by written instrument signed by all parties hereto.
8. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto; provided, however, that no assignments of rights under this Agreement by any party shall be permitted or valid without the prior written consent of the other parties hereto.
9. Counterparts. This Agreement may be executed in several original counterparts, the combination of which shall constitute one original.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

TECNAL CORPORATION

By: _____
Its: _____

FOUR-H MACHINE, LLC

By: _____
Its: Jim Hator
Robert Hator
Chris Hator

NORTHWEST PETROCHEMICAL
CORPORATION

By: Dan Sunny
Its: PRESIDENT / CEO

STIMSON LUMBER COMPANY

By: Dan Sunny
Its: VICE PRESIDENT, HR & RISK MGMT.

7. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and shall supersede any and all prior oral or written agreements and understandings between the parties with respect thereto. This Agreement shall not be amended except by written instrument signed by all parties hereto.
8. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto; provided, however, that no assignments of rights under this Agreement by any party shall be permitted or valid without the prior written consent of the other parties hereto.
9. Counterparts. This Agreement may be executed in several original counterparts, the combination of which shall constitute one original.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

TECNAL CORPORATION

By: _____
Its: _____

FOUR-H MACHINE, LLC

By: _____
Its: _____

NORTHWEST PETROCHEMICAL
CORPORATION

By: [Signature]
Its: PRESIDENT/CEO

STIMSON LUMBER COMPANY

By: [Signature]
Its: VICE PRESIDENT, HR & RISK MGMT.



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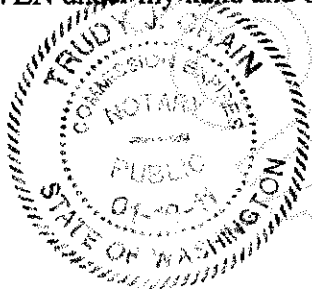
STATE OF WASHINGTON)

COUNTY OF ~~KING~~)

ss.

On this day personally appeared before me Craig Schneider, to me known to be the President of TECNAL CORPORATION, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute the same instrument.

GIVEN under my hand and official seal this 18th day of March, 2008.



Trudy J. Crain
(print notary's name)

Notary Public in and for the State of Washington,
residing at only to

My commission expires: 11-19-11

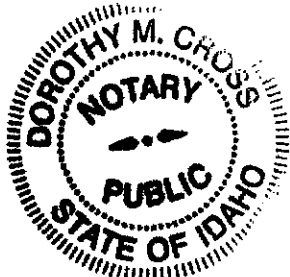
STATE OF ~~OREGON~~ Idaho)

COUNTY OF ~~MULTNOMAH~~ Kootenai)

ss.

On this day personally appeared before me Dan Sweeney, to me known to be the President / CEO of NORTHWEST PETROCHEMICAL CORPORATION, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute the same instrument.

GIVEN under my hand and official seal this 18 day of March, 2008.



Dorothy M. Cross
Dorothy M. Cross
(print notary's name)

Notary Public in and for the State of Washington, Idaho
residing at Coeur d'Alene

My commission expires: 11-12-10



STATE OF WASHINGTON)

) ss.

COUNTY OF KING)

On this day personally appeared before me CHRIS HATCH, ROBERT HATCH & TIM HATCH, to me known to be the MEMBERS WITH 100% COLLECTIVE OWNERSHIP INTEREST of FOUR-H MACHINE, LLC, the limited liability company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute the same instrument. THC

GIVEN under my hand and official seal this 18th day of March, 2008.



R. GARY THOMAS
(print notary's name)

Notary Public in and for the State of Washington,
residing at Manassville

My commission expires: 02-19-2011

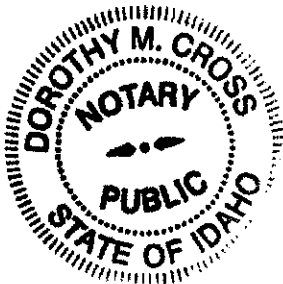
STATE OF OREGON Idaho)

) ss.

COUNTY OF Kootenai ~~MULTNOMAH~~)

On this day personally appeared before me Dan Sweeney, to me known to be the VP of HR & Risk Mgmt of STIMSON LUMBER COMPANY, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute the same instrument.

GIVEN under my hand and official seal this 18 day of March, 2008.



Dorothy M. Cross

Dorothy M. Cross
(print notary's name)

Notary Public in and for the State of Washington, Idaho
residing at Coeur d'Alene

My commission expires: 11-13-10



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Skagit County Auditor

STATE OF WASHINGTON)
)
COUNTY OF KING) ss.

On this day personally appeared before me _____, to me known to be the _____ of TECNAL CORPORATION, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute the same instrument.

GIVEN under my hand and official seal this _____ day of _____, 2008.

(print notary's name)

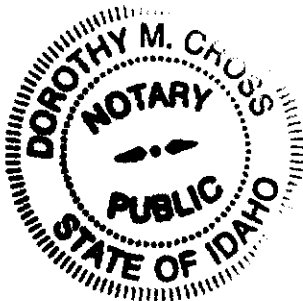
Notary Public in and for the State of Washington,
residing at _____

My commission expires: _____

STATE OF ~~OREGON~~ Idaho)
 Kootenai)
COUNTY OF ~~MULTNOMAH~~) ss.

On this day personally appeared before me Dan Sweeney, to me known to be the President / CEO of NORTHWEST PETROCHEMICAL CORPORATION, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute the same instrument.

GIVEN under my hand and official seal this 18 day of March, 2008.



Dorothy M. Cross
Dorothy M. Cross
(print notary's name)

Notary Public in and for the State of Washington, Idaho
residing at Coeur d'Alene
My commission expires: 11-12-10



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Skagit County Auditor

STATE OF WASHINGTON)

) ss.

COUNTY OF KING)

On this day personally appeared before me _____, to me known to be the _____ of FOUR-H MACHINE, LLC, the limited liability company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute the same instrument.

GIVEN under my hand and official seal this _____ day of _____, 2008.

(print notary's name)

Notary Public in and for the State of Washington,
residing at _____

My commission expires: _____

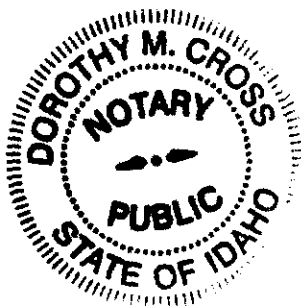
STATE OF ~~OREGON~~ Idaho)

) ss.

COUNTY OF ~~MULTNOMAH~~ Kootenai)

On this day personally appeared before me Dan Sweeney, to me known to be the VP of HR + Risk Mgmt of STIMSON LUMBER COMPANY, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute the same instrument.

GIVEN under my hand and official seal this 18 day of March, 2008.



Dorothy M. Cross

Dorothy M. Cross

(print notary's name)

Notary Public in and for the State of Washington, Idaho
residing at Coeur d'Alene

My commission expires: 11-13-10



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Legal description

The land referred to in this report/policy is situated in the State of Washington, County of Skagit, and is described as follows:

Parcel "A":

A portion of Government Lot 3, Section 34, Township 35 North, Range 2 East, W.M., lying South of a 40 foot County Road and West of a 30 foot County Road (W. V. Wells Road), particularly described as follows:

Beginning at the Northwest corner of said Lot 3; thence South $1^{\circ}40'$ West along the West line of said Lot 3, 40.01 feet to the South line of a 40 foot County Road, said point being the true point of beginning for this description; thence South $87^{\circ}01'30''$ East along said road 966.58 feet to the West line of the W.V. Wells Road; thence South $39^{\circ}18'45''$ East along said road, 287.72 feet; thence South $18^{\circ}04'30''$ East along said road, 217.44 feet; thence North $87^{\circ}01'30''$ West, 1228.77 feet to the West line of Government Lot 3; thence North $1^{\circ}40'$ East along the West line of said Lot 3, 415.90 feet to the true point of beginning.

Parcel "B":

A portion of Government Lot 3, Section 34, Township 35 North, Range 2 East, W.M., lying East of a 30 foot County Road (W.V. Wells Road), particularly described as follows:

Beginning at a point of intersection of the North line of said Government Lot 3, with the East line of the W.V. Wells Road, said point being South $89^{\circ}15'30''$ East, 939.14 feet from the Northwest corner of said Lot 3; thence South $89^{\circ}15'30''$ East, 101.40 feet to the meander line of Padilla Bay; thence South $36^{\circ}34'$ East along said meander line, 333.85 feet; thence South $15^{\circ}22'$ East along said meander line, 251.67 feet; thence North $87^{\circ}01'30''$ West, 60.10 feet to the East line of the W.V. Wells Road; thence North $18^{\circ}04'30''$ West along said road, 234.62 feet; thence North $39^{\circ}18'45''$ West along said road, 369.61 feet to the point of beginning.



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