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AGREEMENT

m 76 Page 588

THIS AGREEMENT, made and entered into this 7th day of January, 1976, by and between HENRY AND CERALD WOLFF RANCHES, INC., hereinafter called Wolff, and OREGONITE, INC., hereinafter called Oregonite,

WITNESSETH:

WHEREAS, Wolff is the owner of the following described property:

Southeast Quarter of Section 31, Township 34, Range 9 E.W.M., and the North half of the Northeast Quarter of Section 6, Township 35, Range 9 E.W.M., Klamath County, Oregon (240 acres).

and

WHEREAS, Wolff grants to Oregonite the sole and exclusive right and privilege of mining and removing diatomaceous earth on the above described land, together with the right to construct and maintain all buildings and structures necessary to the work, and giving and granting unto Oregonite the free and unobstructed right-of-way in, to and over said premises during the period of this agreement. Any such buildings, structures and improvements made on said premises by Oregonite during the term of this agreement shall remain and inure to the benefit of Wolff, free and clear of all encumbrances, at the expiration hereof.

IT IS, THEREFORE, AGREED AS FOLLOWS:

1. That the above recitals shall be incorporated herein as if fully set out hereinbelow.
2. The term of this agreement shall be for six (6) months commencing February 1, 1976.
3. The consideration for this agreement shall be ONE HUNDRED DOLLARS (\$100.00) upon execution of this agreement plus FIVE DOLLARS (\$5.00) per 2000 pound ton for diatomaceous earth actually mined and removed from the property.
4. This agreement may be renewed for a one (1) year period ⁽⁵⁾ and additional one-year periods provided Oregonite commences mining operations prior to the expiration of the original six months period and provided further that royalty payments of at least EIGHTEEN THOUSAND DOLLARS (\$18,000.00) (based on 300 tons per month @ \$5.00 per 2000 pound ton times 12 months) have been paid to Wolff during said renewal year.
5. Upon commencement of mining operations, Oregonite agrees to keep true and accurate accounts of all diatomaceous earth actually mined and removed

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I hereby certify that the
JANUARY A.D., 19 76
of DEEDS
FEE \$ 9.00

from the property and to prosecute the work diligently and continuously in good faith and in a workmanlike manner.

6. Royalty payments to Wolff shall be made on or before the end of each week for the previous week's total tonnage actually mined and removed from the property. PROVIDED, HOWEVER, that there shall be a minimum of ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500.00) paid each month (based upon 300 tons per month @ \$5.00 per 2000 pound ton). If actual tonnage mined and removed in any one calendar month is less than 300 tons, Oregonite shall be entitled to remove the difference at some future date, with no sur-charge, provided that this agreement is in full force and effect. If actual tonnage mined and removed in any one calendar month exceeds the minimum tonnage and minimum payment, such excess shall apply towards the yearly minimum totals for contract renewal purposes.

7. Oregonite agrees it will not suffer any lien to be filed against the land and premises or a part thereof for work or labor done or materials or supplies furnished during the term of this agreement; that if any such lien is filed, Oregonite will defend the same at its own expense and if any judgment lien on the premises is filed, Oregonite will pay and discharge it.

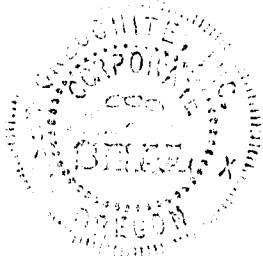
8. In the event any suit or action is instituted to enforce any of the terms and conditions of this agreement, the prevailing party shall be entitled to such sum as the court may award as attorneys fees in addition to costs and disbursements provided for by statute.

IN WITNESS WHEREOF, the parties have herunto executed this agreement as of the day and year first above written.

HENRY AND GERALD WOLFF RANCHES, INC.

BY: Wm. G. Wolff
Wolff Ranches, Inc.
OREGONITE, INC.

BY: [Signature]
[Signature]



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FORM No. 24

STATE OF OREGON

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STATE OF OREGON; COUN

I hereby certify that the within
JANUARY A.D., 19 76 at
of DEEDS

FEE \$ 9.00

FORM No. 24—ACKNOWLEDGMENT—CORPORATION.

DS950 STIVERS REED LAW PUB CO PORTLAND

STATE OF OREGON,

County of Klamath ss. On this 9th day of January, 1976,
 before me appeared Henry G. Wolff and Gerald C. Wolff and
 both to me personally known, who being
 duly sworn, did say that he, the said Henry G. Wolff
 is the President, and he, the said Gerald C. Wolff
 is the Secretary of Henry & Gerald Wolff Ranch, Inc.
 the within named Corporation, and that the seal affixed to said instrument is the corporate seal of said Corpora-
 tion, and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board
 of Directors, and Henry G. Wolff and Gerald C. Wolff
 acknowledged said instrument to be the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal
 the day and year last above written.

Henry J. Shuck
 Notary Public for Oregon.
 My commission expires 8/11/78

FORM No. 24—ACKNOWLEDGMENT—CORPORATION.

DS950 STIVERS REED LAW PUB CO PORTLAND

STATE OF OREGON,

County of Deschutes ss. On this 12th day of January, 1976,
 before me appeared J. Woodrow Duff and Thomas W. Sutton and
 both to me personally known, who being
 duly sworn, did say that he, the said J. Woodrow Duff
 is the President, and he, the said Thomas W. Sutton
 is the Treasurer of OREGONITE, INC.
 the within named Corporation, and that the seal affixed to said instrument is the corporate seal of said Corpora-
 tion, and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board
 of Directors, and J. Woodrow Duff and Thomas W. Sutton
 acknowledged said instrument to be the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal
 the day and year last above written.

Henry J. Shuck
 Notary Public for Oregon.
 My commission expires May 3, 1978

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 13th day of
JANUARY A.D., 1976 at 2:06 o'clock P.M., and duly recorded in Vol. 476,
 of 100-102 on Page 300

FEE \$ 9.00

WM. D. MILNE, County Clerk
 By Hazel Drazic Deputy

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