

Recording requested by:
O'Melveny & Myers
400 South Hope Street
Los Angeles, California 90071-2899
Attention: Kathleen D. Benjamin, Esq.

And when recorded mail to:
Kathleen D. Benjamin, Esq.
O'Melveny & Myers
Attorneys at Law
400 South Hope Street
Los Angeles, California 90071

Amendment to Memorandum of Assignment

This Amendment to Memorandum of Assignment is made as of the 30th day of March, 1984, by and between Valley Power Associates, a California limited partnership ("Grantor"), and UTCC Finance Corporation, formerly known as PWA-C, LTD., a Delaware corporation ("Assignee").

Recitals

A. On March 1, 1984, Grantor and Assignee entered into a Memorandum of Assignment ("Memorandum of Assignment") for purposes of evidencing a certain unrecorded Assignment and Security Agreement, dated March 1, 1984, between Grantor and Assignee ("Assignment"), in order that third parties may have notice of the existence of the Assignment. The Memorandum of Assignment was recorded as

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Instrument No. 34186, in volume M 84, page 3536 of the Official Records of Klamath County, Oregon.

B. The subject of the Assignment is a certain letter agreement dated February 9, 1984, by and between Crown Zellerbach Corporation, a Nevada corporation, as the seller, and Grantor, as the purchaser, regarding the "Sale and Purchase of Mazama Properties," as the same may have been modified, amended, or supplemented (the "Letter Agreement"). The Letter Agreement refers to certain real property in the County of Klamath, State of Oregon, more particularly described in Exhibit A attached hereto and by this reference incorporated herein.

C. Grantor and Assignee entered into an unrecorded Amendment No. 1 to Assignment and Security Agreement, dated March 30, 1984 ("Amendment No. 1 to Assignment"), amending the Assignment.

D. Grantor and Assignee have entered into this Amendment to Memorandum of Assignment ("Amendment to Memorandum of Assignment") for purposes of evidencing the Amendment No. 1 to Assignment in order that third parties may have notice of the existence of said Amendment No. 1 to Assignment.

E. The actual consideration paid for this transfer consists of other property or value given or promised.

Now, therefore, the parties hereto agree as follows:

1. Terms defined in the Memorandum of Assignment not otherwise defined herein are used herein with the same meanings as in the Assignment. The term "Assignment" means the Assignment as amended by the Amendment No. 1 to Assignment. The term "Memorandum of Assignment" means the Memorandum of Assignment as amended by this Amendment to Memorandum of Assignment.

2. A new paragraph 5 is hereby added to the Memorandum of Assignment:

"5. In addition, this Assignment is to secure the obligations of Grantor under that certain Term Loan Agreement between Grantor and Assignee, dated as of March 30, 1984, and the promissory note issued pursuant thereto, executed by Grantor in favor of Assignee, dated March 29, 1984."

IN WITNESS WHEREOF, Grantor and Assignee have caused this Amendment to Memorandum of Assignment to be

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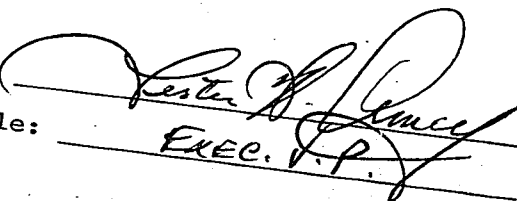
executed as of the date first above written.

Grantor:

Valley Power Associates,
a California Limited Partnership

By: Valley Power Corporation,
a California corporation,
general partner

By:


Title: EXEC. V.P.

Assignee:

UTCC Finance Corporation,
a Delaware corporation

By

Title:

THIS INSTRUMENT DOES NOT GUARANTEE THAT ANY
PARTICULAR USE MAY BE MADE OF THE PROPERTY DESCRIBED IN
THIS INSTRUMENT. A BUYER SHOULD CHECK WITH THE APPROPRIATE
CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

EXHIBIT A

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CROWN ZELLERBACH

The following described real property situate in Klamath County, Oregon:

Township 29 South, Range 7 E.W.M.

- Section 9: All
- Section 10: All
- Section 11: All
- Section 12: W $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{2}$, SE $\frac{1}{4}$
- Section 13: All
- Section 14: All
- Section 15: All
- Section 16: All
- Section 21: All
- Section 22: All
- Section 23: All
- Section 24: All
- Section 25: All
- Section 26: All
- Section 27: All
- Section 28: All
- Section 33: All
- Section 34: All
- Section 35: All
- Section 36: All

Township 30 South, Range 7 E.W.M.

- Section 1: All
- Section 2: All
- Section 3: All
- Section 4: All
- Section 9: All
- Section 10: All
- Section 11: All
- Section 12: All
- Section 13: All
- Section 14: All
- Section 15: All
- Section 16: N $\frac{1}{2}$ NE $\frac{1}{4}$
- Section 22: E $\frac{1}{2}$
- Section 23: All
- Section 24: All
- Section 25: All
- Section 26: All
- Section 27: E $\frac{1}{2}$
- Section 34: All
- Section 35: All
- Section 36: All

Township 31 South, Range 7 E.W.M.

- Section 1: Lots 3 & 4, S $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$
 Section 2: All
 Section 3: All
 Section 4: Lots 1 & 2, S $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$
 Section 7: Lots 2, 3 & 4
 Section 8: NE $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{4}$ N $\frac{1}{4}$, S $\frac{1}{4}$
 Section 9: All
 Section 10: All
 Section 11: All
 Section 12: W $\frac{1}{4}$
 Section 13: NW $\frac{1}{4}$, W $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$, NE $\frac{1}{4}$
 Section 14: All
 Section 15: All
 Section 16: E $\frac{1}{4}$ NE $\frac{1}{4}$, N $\frac{1}{4}$ N $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$, N $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$,
 W $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$
 Section 17: N $\frac{1}{4}$ N $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{4}$ N $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$, & W $\frac{1}{4}$
 Section 18: Lots 1, 2, 3 & 4
 Section 19: Lots 1, 2, 3 & 4
 Section 20: All
 Section 21: All
 Section 22: All
 Section 23: All
 Section 24: W $\frac{1}{4}$ W $\frac{1}{4}$, SE $\frac{1}{4}$
 Section 25: All
 Section 26: All
 Section 27: E $\frac{1}{4}$ E $\frac{1}{4}$
 Section 34: NE $\frac{1}{4}$ NE $\frac{1}{4}$
 Section 35: All
 Section 36: All

SAVING AND EXCEPTING the following described parcel situated in Section 12, Township 31 S.R. 7 E.W.M., described as follows: Beginning at a point on the east right of way line of U.S. Highway No. 97, said point being South 879.82 feet and West 207.93 feet from the north one-quarter corner of said Section 12, Township 31 South, Range 7 East, W.M., said point also being North 02°24'56" East 524.30 feet from an iron pin which marks the east right of way line of U.S. Highway No. 97 at Engineer's Station 1870+00; thence on a 35 foot radius curve left a distance of 54.97 feet, the long chord of which bears South 42°35'04" East 49.50 feet; thence South 87°35'04" East 169.85 feet to the meridional center line of aforesaid Section 12; thence South 00°17'37" West along said center line of Section 12, a distance of 60.04 feet; thence North 87°35'04" West 137.07 feet; thence on a 70 foot radius curve left 109.95 feet, the long chord of which bears South 47°24'56" West 98.99 feet; thence North 02°24'56" East along the east right of way line of said Highway No. 97, a distance of 165 feet to the point of beginning; said road insuring ingress and egress from the east line of said Highway No. 97, to the west line of the Northwest Quarter of the Northeast Quarter of said Section 12, Township 31 South, Range 7 East, W.M., Klamath County, Oregon.

Township 32 South, Range 7 E.W.M.

- Section 1: Lots 1, 2, 3 & 4, S $\frac{1}{2}$ N $\frac{1}{2}$, SW $\frac{1}{4}$
 Section 2: All
 Section 3: S $\frac{1}{2}$ SE $\frac{1}{4}$
 Section 10: NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$
 Section 11: All
 Section 12: W $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$
 Section 13: All
 Section 14: All
 Section 23: All
 Section 24: N $\frac{1}{2}$, N $\frac{1}{2}$ SE $\frac{1}{4}$
 Section 25: W $\frac{1}{2}$ SW $\frac{1}{4}$
 Section 26: All
 Section 35: N $\frac{1}{2}$, SE $\frac{1}{4}$
 Section 36: All

Township 33 South, Range 7 E.W.M.

- Section 1: Lot 4, SW $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$
 Section 11: E $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$
 Section 12: W $\frac{1}{2}$
 Section 13: W $\frac{1}{2}$, W $\frac{1}{2}$ SE $\frac{1}{4}$
 Section 14: E $\frac{1}{2}$
 Section 23: E $\frac{1}{2}$, E $\frac{1}{2}$ SW $\frac{1}{4}$
 Section 24: NW $\frac{1}{4}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ NW $\frac{1}{4}$
 Section 26: N $\frac{1}{2}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$

Township 28 South, Range 8 E.W.M.

- Section 23: W $\frac{1}{2}$ NW $\frac{1}{4}$

Township 29 South, Range 8 E.W.M.

- Section 7: E $\frac{1}{2}$ of Lot 1, E $\frac{1}{2}$ W $\frac{1}{2}$ of Lot 1, E $\frac{1}{2}$ W $\frac{1}{2}$ W $\frac{1}{2}$ of Lot 1,
 LESS that portion deeded to Delford Lang described as
 beginning at a point on the north boundary of said Lot 1,
 174.98 feet east of the Northwest corner; thence continuing
 east along said north line a distance of 382.6 feet; thence
 south parallel to the west boundary of said Lot 1 a distance
 of 382.6 feet; thence west parallel to said north boundary a
 distance of 382.6 feet; thence northerly a distance of 382.6
 feet, to the point of beginning. Said exception contains
 3.36 acres, more or less.
 Lots 2, 3 and 4, E $\frac{1}{2}$, E $\frac{1}{2}$ W $\frac{1}{2}$

- Section 8: All
 Section 9: All
 Section 10: All
 Section 11: All
 Section 12: All
 Section 13: All
 Section 14: All
 Section 15: All

Township 29 South, Range 8 E.W.M.

Section 16: All
 Section 17: All
 Section 18: All
 Section 19: All
 Section 20: All
 Section 21: All
 Section 22: All
 Section 23: All
 Section 24: All
 Section 25: All
 Section 26: All
 Section 27: All
 Section 28: All
 Section 29: All
 Section 30: All
 Section 31: All
 Section 32: All
 Section 33: All
 Section 34: All
 Section 35: All
 Section 36: All

Township 30 South, Range 8 E.W.M.

Section 1: All
 Section 2: All
 Section 3: All
 Section 4: All
 Section 5: All
 Section 6: All
 Section 7: All
 Section 8: All
 Section 9: All
 Section 10: N $\frac{1}{2}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$
 Section 11: All
 Section 12: All
 Section 13: N $\frac{1}{2}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$
 Section 14: NE $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$
 Section 15: S $\frac{1}{2}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$
 Section 16: N $\frac{1}{2}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$
 Section 17: All
 Section 18: All
 Section 19: All
 Section 20: N $\frac{1}{2}$, SW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$
 Section 21: N $\frac{1}{2}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$
 Section 29: W $\frac{1}{2}$
 Section 30: All
 Section 31: Lot 1, NE $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$
 Section 32: E $\frac{1}{2}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$

Township 31 South, Range 8 E.W.M.

Section 30: Lots 1, 2, 3 & 4, E $\frac{1}{2}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$ Section 31: Lots 5 & 6 and the W $\frac{1}{2}$ of Lots 1 & 2,
the W $\frac{1}{2}$ E $\frac{1}{2}$ of Lots 1 & 2 and the E $\frac{1}{2}$ NE $\frac{1}{4}$ of Lot 1

Township 32 South, Range 8 E.W.M.

Section 3: Lots 2, 3 & 4, SW $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$ Section 4: Lots 1 & 2, S $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ Section 5: E $\frac{1}{2}$ SE $\frac{1}{4}$ Section 8: N $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$

Section 9: All

Section 10: W $\frac{1}{2}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ Section 16: NE $\frac{1}{4}$, W $\frac{1}{2}$ Section 18: Lots 1, 2, 3 & 4, E $\frac{1}{2}$ W $\frac{1}{2}$ Section 21: W $\frac{1}{2}$ NW $\frac{1}{4}$

Township 29 South, Range 9 E.W.M.

Section 7: All

Section 8: All

Section 9: W $\frac{1}{2}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ Section 16: N $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$

Section 17: All

Section 18: All

Section 19: All

Section 20: All

Section 21: W $\frac{1}{2}$ W $\frac{1}{2}$

Section 29: All

Section 30: All

Section 31: All

Section 32: Lot 1, N $\frac{1}{2}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$

Township 30 South, Range 9 E.W.M.

Section 6: Lots 1, 2, 3 & 4, NE $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$
N $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ Section 7: Lots 1, 2, 3 & 4, E $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ Section 8: NE $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$ Section 17: W $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$
NW $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$ Section 18: Lots 1, 2 & 3, NE $\frac{1}{4}$, E $\frac{1}{2}$ W $\frac{1}{2}$, N $\frac{1}{2}$ SE $\frac{1}{4}$

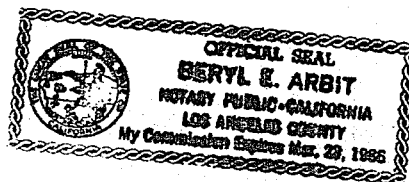
SAVING AND EXCEPTING from all the above described property any portion thereof lying within the right of way of the Central Pacific Railway Company and/or Southern Pacific Railway Company.

TOGETHER WITH all right, title and interest, if any, in a strip of land located in portions of the SE $\frac{1}{4}$, Section 19 and E $\frac{1}{2}$, Section 30, Township 28 South, Range 8 East, W.M., Klamath County, Oregon, as described in Quit Claim Deed from Crown Zellerbach Corporation and Boise Cascade Corporation to the Oregon State Board of Aeronautics, dated June 18, 1964. (See Document A)

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STATE OF CALIFORNIA)
COUNTY OF LOST ANGELES) SS:

On this 9th day of MARCH, in the year 1984, before me, Beryl E. Arbit, a notary public, personally appeared Lester H. Amey, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as Executive Vice President, on behalf of the corporation therein named as general partner of the partnership, and acknowledged to me that such corporation executed the within instrument as general partner of such partnership, and that such partnership executed the same.



Beryl E. Arbit
Notary's Signature

STATE OF OREGON: COUNTY OF KLAMATH:ss
I hereby certify that the within instrument was received and filed for record on the 9th day of April A.D., 1984 at 10:48 o'clock A.M., and duly recorded in Vol M84, of Deeds on page 5768.

Fee: \$40.00

EVELYN BIEHN, COUNTY CLERK
by: Pam Smith, Deputy