

86019

K-40283

Vol. 178 Page 5056

ASSIGNMENT, ACCEPTANCE AND ASSUMPTION
(Klamath County, Oregon: Recorded)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, on this date, DIAMOND GROUP INC. ("Group"), a Delaware corporation, has conveyed to CROWN PACIFIC, LTD. ("Crown Pacific"), an Oregon corporation, certain properties and assets in Klamath County, Oregon (collectively "the Properties"), pursuant to that Sale and Purchase Agreement and Addendum therefor dated January 15, 1988 and March 15, 1988, respectively, wherein Diamond Group Inc. and Diamond Priest Lake Corporation are Sellers and Peter Stott, doing business as COLUMBIA INVESTMENTS, and WESTERN PACIFIC TIMBER, INC., an Oregon corporation, and Crown Pacific are "Purchasers";

NOW THEREFORE WITNESSETH THAT, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Group, subject to its obtaining any required consents, hereby assigns, to the extent assignable, to Crown Pacific, its successors and assigns, all of Group's right, title and interest in and to those agreements recorded in Klamath Co., Oregon, and described in Exhibit A attached hereto together with the rights of Group in and to any other contracts and agreements relating to the ownership and management of the Properties.
2. Purchasers hereby acknowledge that Group has not made any representations or warranties with respect to such agreements and contracts, and Purchasers hereby accepts the assignment of the contracts and other commitments listed or identified in Paragraph 1 above and assumes and agrees to accept and perform all of the duties, liabilities and obligations of Group as the case may be:
 - (a) with respect to or arising from the contracts and agreements hereby assigned whether arising before or after the date hereof; and
 - (b) with respect to or arising from the ownership, possession or use of Properties whether arising before or after the date hereof.
3. Purchasers shall indemnify and hold harmless Group from any and all liability, cost, expenses, losses or claims which arise out of or relate to performance or failure to comply with any of the terms or provisions hereof whether arising before or after the date hereof or with respect to or arising from the ownership, possession or use, whether before or after the date hereof, of the Properties and the conduct of any business or operations thereupon.
4. Group hereby agrees that it will, from time to time, upon request of Purchasers, at its sole expense, take or cause to be taken all actions, do or cause to be done all things necessary, and execute any and all further documents, instruments, conveyances, transfers and assurances for the purpose of better assuring, conveying, transferring, assigning, confirming and completely vesting in Purchasers all right, title and interest in and to the contracts or other commitments listed in Paragraph 1 above and to the Properties.

AFTER RECORDING RETURN TO: CROWN PACIFIC, LTD.
110 NE Marine Drive
Portland, Oregon 97217

IN WITNESS WHEREOF, the parties intending to be legally bound, have caused this Assignment, Acceptance and Assumption to be executed and delivered in duplicate on this 4th day of April, 1938.

DIAMOND GROUP INC.

CROWN PACIFIC, LTD.

By: R A Carson
Title: Executive Vice President

By: [Signature]
Title: Sec.

~~COLUMBIA INVESTMENTS~~

WESTERN PACIFIC TIMBER, INC.

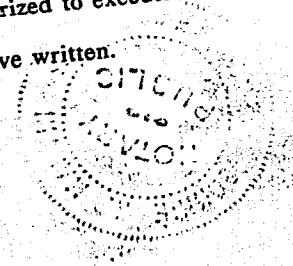
By: [Signature]
Peter Stott, doing business as
Columbia Investments

By: [Signature]
Title: Pres

STATE OF OREGON)
County of Multnomah) ss.

On this 4th day of April, 1938, before me, the undersigned, a Notary Public in and for the State of Oregon, duly commissioned and sworn, personally appeared R. A. Carson to me known to be the Executive Vice President of Diamond Group Inc., 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 is authorized to execute the said instrument and the seal affixed is the corporate seal of said corporation.
Witness my hand and official seal hereto affixed the day and year first above written.

[Signature]
Notary Public in and for the State of Oregon
My commission expires 5-2-70



STATE OF OREGON)
County of MULTNOMAH) ss.

On this 4 day of APRIL, 1938, before me, the undersigned, a Notary Public in and for the State of Oregon, duly commissioned and sworn, personally appeared ROGER KRAGE, to me known to be the sec. President of CROWN PACIFIC, LTD., 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 is authorized to execute the said instrument and the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

Carmie Murphy
Notary Public in and for the State of Oregon
My commission expires 5-5-91 3-30-89

STATE OF OREGON)
) ss.
County of MULTNOMAH)

On this 4 day of APRIL, 1988, before me, the undersigned, a Notary Public in and for the State of Oregon, duly commissioned and sworn, personally appeared Tim L. Blixseth, to me known to be the President of WESTERN PACIFIC TIMBER, INC., 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 is authorized to execute the said instrument and the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

Carmie Murphy
Notary Public in and for the State of Oregon
My commission expires 5-5-91 3-30-89

STATE OF OREGON, }
County of MULTNOMAH } ss.

FORM NO. 23 — ACKNOWLEDGMENT
STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

BE IT REMEMBERED, That on this 4 day of APRIL, 1988, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Peter Stott, doing business as Columbia Investments.

known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that he executed the same freely and voluntarily.

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

Carmie Murphy
Notary Public for Oregon.
My Commission expires 5-5-91 3-30-89

Exhibit A: KLAMATH CO., OREGON

5059

<u>Klamath Co. Recording #</u>	<u>Grantor</u>	<u>Grantee</u>	<u>Doc. Type</u>	<u>Ref. to Title Rpt.</u>	<u>Exp. Date</u>
M84 Pg 7722	DGI	DAW	Stmp & Log Pchs Agrmnt	#44	Effects all lands and Cutting Rights
Bk 207 Pg 537	GTC	BSI	-		
M81 Pg 13530	OSHD	DIC	Approach Rd Permit		#33
Bk 159 Pg 300 Bl 245 Pg 590	S-H GTC	GTC BSI	Road Use Coop Agrmnt		Deschutes, Lake and Klamath Co.

BSI
DAW
DGI
DIC
GTC
S-H

Brooks-Scanlon Inc.
DAW Forest Products Company, L.P.
Diamond Group Inc.
Diamond International Corporation
Gilchrist Timber Company
Shevlin-Hixon

EXHIBIT A to ASSIGNMENT, ASSUMPTION and ACCEPTANCE
Klamath County, Oregon

-4-
H0649

STATE OF OREGON: COUNTY OF KLAMATH: ss.
Filed for record at request of Klamath County Title
of April A.D. 19 88 at 9:51 o'clock A M., and duly recorded in Vol. M88 day
on Page 5056
FEE \$20.00
By Evelyn Bie County Clerk
Bernetha D. Helock