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Vol. M88 Page 5199

Recording requested by and  
when recorded mail to:

O'MELVENY & MYERS  
153 E. 53rd Street  
New York, New York 10022  
Attn: Francis J. Burgweger, Jr., Esq.

K-40283

TIMBERLAND DEED OF TRUST

Dated as of April 8th, 1988

from

CROWN PACIFIC, LTD.

to

TICOR TITLE INSURANCE COMPANY OF CALIFORNIA,  
as Trustee

For the benefit of

BANKERS TRUST COMPANY

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235

# TABLE OF CONTENTS

5200

## TIMBERLAND DEED OF TRUST

|  | Page |
|--|------|
| <b>ARTICLE I</b>   |      |
| Covenants and Agreements.....  | 5    |
| 1.01 Payment of Secured Obligations.....                             | 5    |
| 1.02 Maintenance, Repair.....  | 5    |
| 1.03 Required Insurance.....   | 6    |
| 1.04 Assignment of Policies Upon Foreclosure.....                    | 11   |
| 1.05 Indemnification; Subrogation; Waiver of Offset.....             | 11   |
| 1.06 Taxes and Impositions.....                                      | 12   |
| 1.07 Utilities.....  | 15   |
| 1.08 Actions Affecting Trust Estate.....                             | 16   |
| 1.09 Actions by Trustee or Beneficiary to Preserve Trust Estate..... | 16   |
| 1.10 Transfer of Trust Estate by Trustor.....                        | 17   |
| 1.11 Full Performance Required; Survival of Warranties.....          | 17   |
| 1.12 Eminent Domain.....   | 18   |
| 1.13 Additional Security.....  | 19   |
| 1.14 Appointment of Successor Trustee.....                           | 19   |
| 1.15 Successors and Assigns.....                                     | 20   |
| 1.16 Liens.....  | 20   |
| 1.17 Trustee's Powers.....   | 20   |
| 1.18 Beneficiary's Powers.....                                       | 21   |
| 1.19 Trade Names.....  | 21   |
| 1.20 Loan Documents.....   | 21   |
| 1.21 Access to Land and Collateral.....                              | 21   |
| 1.22 Authorizations.....   | 22   |
| 1.23 Limitations on Cutting.....                                     | 22   |
| 1.24 Limitations of Use.....   | 24   |
| 1.25 Prior Trust Deed.....   | 24   |
| 1.26 Extending Lien.....   | 24   |
| <b>ARTICLE II</b>  |      |
| Assignment of Rents, Issues and Profits.....                         | 25   |
| 2.01 Assignment of Rents.....  | 25   |
| 2.02 Collection Upon Default.....                                    | 25   |
| <b>ARTICLE III</b>   |      |
| Default.....   | 26   |
| 3.01 Event of Default.....   | 26   |
| 3.02 Acceleration Upon Default, Additional Remedies.....             | 26   |
| 3.03 Foreclosure by Power of Sale.....                               | 27   |
| 3.04 Appointment of Receiver.....                                    | 28   |
| 3.05 Power to Borrow.....  | 29   |
| 3.06 Remedies Not Exclusive.....                                     | 29   |
| 3.07 Personal Property.....  | 29   |
| 3.08 Enforcement.....  | 30   |

|  | <u>Page</u> |
|--|-------------|
| ARTICLE IV    Fixture Filing.....                                  | 30          |
| ARTICLE V     Miscellaneous.....                                   | 30          |
| 5.01           Amendments.....                                     | 30          |
| 5.02           Trustor Waiver of Rights.....                       | 30          |
| 5.03           Statements by Trustor.....                          | 31          |
| 5.04           Reconveyance by Trustee.....                        | 31          |
| 5.05           Notices.....  | 31          |
| 5.06           Interpretation.....                                 | 32          |
| 5.07           Invalidity of Certain Provisions.....               | 34          |
| 5.08           Subrogation.....                                    | 34          |
| 5.09           Attorneys' Fees.....                                | 34          |
| 5.10           Maximum Interest Rate.....                          | 34          |
| 5.11           Governing Law.....                                  | 35          |
| 5.12           Statute of Limitations.....                         | 35          |
| 5.13           Trust Irrevocable; No Claim.....                    | 35          |
| 5.14           Corrections.....                                    | 35          |
| 5.15           Further Assurances.....                             | 35          |
| 5.16           Counterparts.....                                   | 36          |
| 5.17           Beneficiary Not a Joint Venturer or<br>Partner..... | 36          |
| SIGNATURES   | 36          |
| ACKNOWLEDGMENT(S)  | 37          |
| SCHEDULE A Names of the Banks                                      |             |
| EXHIBIT A    Description of the Land                               |             |
| EXHIBIT B    Description of Personal Property                      |             |

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5202

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FORM OF  
TIMBERLAND DEED OF TRUST,  
ASSIGNMENT OF RENTS AND  
FIXTURE FILING FINANCING STATEMENT

THIS TIMBERLAND DEED OF TRUST, ASSIGNMENT OF RENTS AND FIXTURE FILING FINANCING STATEMENT ("Deed of Trust") is made as of April 8th, 1988, by and among CROWN PACIFIC, LTD., an Oregon Subchapter S corporation ("Trustor"), whose address is 110 North Marine Drive, Portland, Oregon 97217, and whose sole stockholder is Peter W. Stott ("Shareholder"); Ticor Title Insurance Company of California ("Trustee"), whose address is 421 Southwest Stark Street, Portland, Oregon 97204; and BANKERS TRUST COMPANY, a New York banking corporation ("Agent"), whose address is Bankers Trust Plaza, New York, New York 10005, as agent for the banks named on Schedule A attached hereto and such other financial institutions as become parties to the Acquisition Loan Agreement (defined in the following paragraph) in accordance with the provisions thereof (the "Banks"), for its benefit and the ratable benefit of the Banks (Agent and the Banks are collectively referred to herein as "Beneficiary").

THIS DEED OF TRUST is given, inter alia, for the purpose of securing the Obligations of Trustor, including the obligations of Trustor arising under that certain Secured Acquisition Loan Agreement among Trustor, Banks and Agent dated as of even date herewith (the "Acquisition Loan Agreement") and other Obligations (as defined in the Acquisition Loan Agreement), and for the purpose of securing a loan from the Banks as lenders to Trustor as borrower, the proceeds of which are to be used by Trustor for the purpose of purchasing certain timberland, which timberland is located in the Counties of Crook, Deschutes, Grant, Jefferson, Klamath and Wheeler, State of Oregon, and more particularly described in Exhibit A attached hereto and by this reference incorporated herein (the "Land").

FOR GOOD AND VALUABLE CONSIDERATION, including the obligations and indebtedness herein recited and secured and the trust herein created, the receipt and sufficiency of which is hereby acknowledged, Trustor hereby irrevocably grants, pledges,



sets over, confirms, transfers, conveys and assigns to Trustee, IN TRUST, WITH POWER OF SALE, for the benefit and security of Agent and the ratable benefit of the Banks, under and subject to the terms and conditions hereinafter set forth, all of the right, title, interest, estate, power and privilege now existing or hereafter acquired, of Trustor in and to:

The Land (which term shall include, unless the context otherwise requires, the Timber, the Mineral Rights, the Appurtenant Rights and the Development Rights (as such terms are hereinafter defined));

Any and all buildings, structures, fixtures and improvements now or hereafter erected on or appurtenant to the Land including all machinery, attachments, appliances, and other equipment now or hereafter incorporated into or attached to said buildings, structures, fixtures and improvements, and all support and ancillary facilities, all roads and miscellaneous storage and parking areas, including all replacements and substitutions of and additions and accessions to the foregoing (collectively the "Improvements"), all of which shall be deemed and construed for purposes of this Deed of Trust to be a part of the realty;

All crops and all trees, timber, whether severed or unsevered and including standing and down timber, stumps and cut timber remaining on the Land, and logs and other forest products, whether now located on or hereafter planted or growing in or on the Land (the "Timber");

All water, steam, thermal energy and other geothermal resources and all oil, gas, hydrocarbons, gravel, phosphate, limerock, coal and other mineral resources and subterranean substances, and all existing or hereafter acquired surface and subsurface water and water rights and shares of stock evidencing the same, and all products thereof in, on, under or pertaining to the Land (the "Minerals") and all surface access and mining rights in, on, under or pertaining to the Land (collectively the "Mineral Rights");

All revenues, rents, issues, profits, royalties, proceeds, income and other benefits (collectively the "Rents"), derived from the Land or the Improvements or the Timber or the Mineral Rights, including without limitation all Rents under all agreements providing for the payment of royalties (including overriding royalties) derived from any part of the Trust Estate (as defined below) and all issues and profits from the sale or other disposition of Timber or of Minerals or Mineral Rights or from any leasing of the Trust Estate;

All permits, entitlements, licenses, orders, approvals, exemptions, authorizations, certifications, franchises, building permits, subdivision approvals, timber harvesting

plan reviews and approvals, site plan reviews, environmental approvals (including an environmental impact statement or report if required under applicable law for Trustor's acquisition or disposition of the Land or harvesting of the Timber or otherwise), sewer and waste discharge permits, appropriative water rights and permits, zoning and land use entitlements and other authorizations whether now existing or hereafter issued to or obtained by or on behalf of Trustor that relate to or concern in any way the Land, the Improvements, the Timber or the Mineral Rights, and are given or issued by any governmental or quasi-governmental authority (collectively the "Authorizations");

All easements, rights-of-way and rights now owned or hereafter acquired by Trustor and used or usable in connection with or appurtenant to the Land or the Improvements, including, without limiting the generality of the foregoing, all easements, reciprocal easement agreements, rights and rights-of-way to enter, use, occupy and have access to all portions of the Improvements that may be located off the Land, if any, and all rights to the use of logging roads and common drive entries, and all tenements, hereditaments, easements and appurtenances of and to the Land, (collectively the "Appurtenant Rights");

All air rights, development rights, zoning rights or other similar rights or interests which benefit or are appurtenant to the Land or the Improvements or any or all thereof and any proceeds arising therefrom (collectively the "Development Rights");

All interests, estates or other claims, both in law and in equity, which Trustor now has or may hereafter acquire in the Land, the Improvements, the Timber, the Minerals and Mineral Rights, the Appurtenant Rights and the Development Rights (collectively the "Property") and all right, title and interest now owned or hereafter acquired by Trustor in and to any greater estate in the Property;

All other claims or demands, both in law and in equity, including claims or demands with respect to the proceeds of insurance, which Trustor now has or may hereafter acquire in the Trust Estate (as hereinafter defined) or any part thereof, and any and all awards heretofore or hereafter made for the taking by eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of the Trust Estate, including, without limitation, any awards resulting from a change of grade of streets and awards for severance damages or any other damage to any part of the Trust Estate for which compensation shall be given by any governmental or quasi-governmental authority.

5205

The entire estate, property and interest hereby conveyed to Trustee and described above and any and all proceeds thereof may hereafter be collectively referred to as the "Trust Estate".

FOR THE PURPOSE OF SECURING:

- (a) payment of indebtedness in the aggregate principal amount of up to Thirty-Three Million Dollars (\$33,000,000), evidenced by promissory notes dated of even date herewith, executed by Trustor, which have been or will be delivered to and are payable to the order of the Banks, pursuant to the Acquisition Loan Agreement (the "Notes"), with interest thereon at the rates established in the Acquisition Loan Agreement, which rates are variable interest rates (the Notes and any and all modifications, extensions, renewals and replacements thereof are collectively referred to as the "Notes");
- (b) performance and payment of every obligation, covenant and agreement of Trustor contained herein or contained in the Acquisition Loan Agreement, the Notes, that certain Ochoco Deposit Agreement dated as of even date herewith, among the Account Agent (as defined in the Acquisition Loan Agreement), Trustor and Agent, for its benefit and the ratable benefit of the Banks (the "Ochoco Deposit Agreement"), that certain Bull Springs Deposit Agreement, dated as of even date herewith, by and among Capital Consultants, Inc., the Account Agent, Trustor and Agent, for its benefit and the ratable benefit of the Banks (the "Bull Springs Deposit Agreement"), that certain Security Agreement, dated as of even date herewith, executed by Trustor, as debtor and Agent, for its benefit and the ratable benefit of the Banks, as secured party (the "Security Agreement"), that certain Assignment of Rents, Leases, Timber Cutting and Purchase Contracts and Authorizations, dated as of even date herewith, from Trustor, as assignor, to Agent, for its benefit and the ratable benefit of the Banks, as assignee (the "Assignment of Rents"), that certain Timber Maintenance Agreement, dated as of even date herewith, between Trustor and Agent, for its benefit and the ratable benefit of the Banks (the "Timber Maintenance Agreement"), and all supplements, amendments and modifications to any of the foregoing or in any extensions, renewals and replacements of any of the foregoing, or in any other instruments, agreements and documents of Trustor incorporated by reference therein or herein;
- (c) payment of all sums advanced by Beneficiary, Agent or any of the Banks to protect the Trust Estate or advanced under this Deed of Trust or the other Loan Documents (as hereinafter defined), which sums (other than the Loans as defined in the Acquisition Loan Agreement) shall bear

5206

interest at the rate per annum in effect from time to time on the Notes after an Event of Default (the "Agreed Rate");

(d) compliance with and performance of each and every provision of any declaration of covenants, conditions and restrictions pertaining to the Trust Estate to be performed or complied with by Trustor.

This Deed of Trust, the Notes, the Acquisition Loan Agreement, the Ochoco Deposit Agreement, the Bull Springs Deposit Agreement (the Deposit Agreements are collectively referred to as the "Deposit Agreements"), the Security Agreement, the Assignment of Rents, the Timber Maintenance Agreement, certain UCC-1 Financing Statements and UCC-1A Financing Statements, and any other document or instrument executed by Trustor, now or in the future, granting to Agent a security interest in, or Lien on, or present interest in, the Trust Estate may hereinafter be collectively referred to as the "Loan Documents."

TRUSTOR HEREBY WARRANTS AND COVENANTS that it has good and marketable title to the Trust Estate, is lawfully and indefeasibly seized and possessed in fee simple of the Trust Estate and has the full right and power to convey the same; that Trustor has legal and practical access to all timberland within the Trust Estate; that the Trust Estate is unencumbered, except for the Permitted Liens; and that Trustor will forever defend the title to the Trust Estate (subject only to Permitted Liens) against the claims of all persons whomsoever.

TRUSTOR FURTHER WARRANTS AND COVENANTS that this Deed of Trust is and will at all times constitute a commercial Trust deed (as that term is defined in ORS § 86.770).

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR HEREBY COVENANTS AND AGREES AS FOLLOWS:

#### ARTICLE I COVENANTS AND AGREEMENTS

1.01. Payment of Secured Obligations. Trustor shall pay when due the principal of and the interest and premiums on the indebtedness evidenced by the Notes; the principal of and interest on any future advances to Trustor secured by this Deed of Trust; and the principal of and interest on any other indebtedness of Trustor secured by this Deed of Trust. Trustor shall pay all charges, fees and other sums required to be paid by it in the other Loan Documents.

1.02. Maintenance, Repair. (a) Trustor (i) shall manage and operate the Trust Estate in accordance with good forest management practices and shall keep the Improvements in

good condition and repair; (ii) shall not remove, demolish or materially alter any of the Improvements (except logging roads), except upon the prior written consent of Agent; (iii) shall complete promptly and in a good and workmanlike manner any Improvement (including roads and erosion control devices) now or hereafter constructed and promptly restore, replace or rebuild in like manner any portion of the Improvements which may be damaged or destroyed from any cause whatsoever (whether or not insured against or insurable or affected by the exercise of the power of eminent domain) to the same condition such portion was in immediately prior to such damage or destruction, and pay when due all claims for labor performed and materials furnished therefor; (iv) shall comply with all laws, ordinances, rules, regulations, covenants, conditions and restrictions (including those relating to silviculture, land use and development, water rights and use, noise and pollution) now or hereafter affecting the Trust Estate; (v) shall not commit or permit any waste or deterioration of the Trust Estate; (vi) shall comply with the provisions of the Timber Maintenance Agreement and every material Authorization; and (vii) shall not commit, suffer or permit any act to be done in or upon the Trust Estate in violation of any law, ordinance, rule or regulation or of the Timber Maintenance Agreement or of any Authorizations; (viii) shall maintain memberships in forest protective associations where any of the Trust Estate falls within a forest protective district under the jurisdiction of any such associations; (ix) shall pay as due any forest patrol assessments of the Oregon State Forester, or a forest protective association described in the clause above; (x) shall within 30 days from any determination that an operation on the Trust Estate has resulted in an additional hazard, obtain a release of such additional hazard from the Oregon State Forester by performing all necessary burning or other work to reduce the hazard or by paying a fee designated by the Oregon State Forester for such release.

(b) Trustor shall not commit or suffer any strip or waste of the Land and shall not cut or remove or permit to be cut or removed from the Land any Timber except pursuant to a timber cutting or harvesting agreement approved by Agent and assigned to Agent, for its benefit and the ratable benefit of the Banks, and except pursuant to the provisions of Section 1.23(a) hereof, the Assignment of Rents, the Timber Maintenance Agreement and Section 24 of the Security Agreement.

### 1.03. Required Insurance.

(a) Trustor shall comply with the provisions of Section 5.7 of the Acquisition Loan Agreement with respect to the maintenance of insurance covering the Trust Estate. If Trustor fails to comply with said provisions and Beneficiary, Agent or any of the Banks expends sums in consequence thereof, the sums so expended by Beneficiary, Agent or any of the Banks, with interest thereon at the Agreed Rate accruing from the date paid by Beneficiary, Agent or any of the Banks until reimbursed by



5208

Trustor, shall be added to the indebtedness secured by this Deed of Trust and be a lien or charge on the Trust Estate.

(b) In addition to the insurance required by Section 5.7 of the Acquisition Loan Agreement, Trustor shall at all times maintain or cause to be maintained the following types of insurance coverage:

(i) broad form of public liability insurance in the amount of \$5,000,000, naming Agent, for the benefit of the Banks, and Trustor as insureds or as additional insureds;

(ii) workers' compensation and employer's liability insurance;

(iii) fire and casualty insurance on all material Improvements on an "all risks" basis with extended coverage, with loss payable to Agent, for the benefit of the Banks pursuant to a standard form first mortgagee endorsement and/or lender's loss payable endorsement acceptable to Agent, without contribution, substantially equivalent to the Oregon standard mortgagee endorsement, in amounts and with companies acceptable to Agent;

(iv) broad-form B logging property damage insurance, with limits of at least \$2,000,000, including coverage for third-party fire-fighting expenses for which the Trustor is legally liable regardless of negligence.

(c) Trustor shall also maintain or cause to be maintained such additional insurance (excluding fire insurance, except to the extent required by Section 5.7 of the Acquisition Loan Agreement) covering such casualties, risks, perils, liabilities, losses, damage and other hazards as may be reasonably required by Agent from time to time, in such amounts and with such companies and with such mortgagee clauses and lender's loss payable endorsements as may be reasonably required by Agent from time to time.

(d) Not later than the date of this Deed of Trust, and upon each renewal or replacement of Trustor's insurance coverage, Trustor shall furnish to Agent either (at Agent's option) an original of all policies of insurance required under this Section 1.03 or a certificate of insurance (executed by authorized officials of the companies issuing such insurance or by agents or attorneys-in-fact of the issuer authorized to issue said certificates, in which event such certificates shall be accompanied by notarized affidavits, agency agreements or powers of attorney evidencing the authority of the signatory to issue such certificates on behalf of the insurer named therein) for each policy required under this Section 1.03 setting forth the coverage, the limits of liability, the name of the carrier, the policy number and the period of coverage. At least fifteen (15)

days prior to the expiration of each required policy, Trustor shall deliver to Agent evidence of the payment of premium and the renewal or replacement of such policy continuing insurance in form as required by this Deed of Trust. All such policies shall contain a provision that, notwithstanding any contrary agreement between Trustor and the insurance company, such policies will not be cancelled, allowed to lapse without renewal, surrendered or materially adversely amended, which provision shall include any reduction in the scope or limits of coverage, without the insurer giving at least fifteen (15) days' prior written notice to Agent.

(e) Upon the occurrence and during the continuation of an Event of Default, Agent may require that Trustor deposit with Agent, in monthly installments on the first day of each month, an amount equal to one-twelfth (1/12th) of the estimated aggregate annual insurance premiums on all policies of insurance required by this Deed of Trust. In such event Trustor further agrees to cause all bills, statements or other documents relating to the foregoing insurance premiums to be sent or mailed directly to Agent. Upon receipt of such bills, statements or other documents evidencing that a premium for a required policy is then payable, and provided Trustor has deposited sufficient funds with Agent pursuant to this Section, Agent shall pay such amounts as may be due thereunder out of funds so deposited with Agent. If at any time and for any reason the funds deposited with Agent are or will be insufficient to pay such amounts as may then be due or subsequently become due, Agent may notify Trustor and Trustor shall deposit within ten (10) days an amount equal to such deficiency with Agent. Notwithstanding the foregoing, nothing contained herein shall cause Beneficiary, Agent or any of the Banks to be deemed a trustee of such funds or to be obligated to pay any amounts in excess of the amount of funds deposited with Agent pursuant to this Section, nor shall anything contained herein modify the obligation of Trustor to maintain and keep such insurance in force at all times. Agent may commingle any funds impounded pursuant to this Section 1.03 with its own funds. Upon the occurrence of an Event of Default, Agent shall apply any balance of such funds to the payment of any insurance premiums, Notes or other Obligations secured hereby, provided that said insurance premiums, Notes or other Obligations secured hereby are due and payable according to the terms thereof or as a result of acceleration of the maturity thereof by Agent. Should Trustor fail to deposit with Agent (exclusive of that portion of said payments which has been applied by Agent to the Notes and other Obligations secured hereby) sums sufficient to fully pay such insurance premiums at least ten (10) days before delinquency thereof, Beneficiary, Agent or any Bank may, at its election, but without any obligation to do so, advance any amounts required to make up the deficiency, which advances, if any, shall be repayable to Beneficiary or Agent or any such Bank as herein elsewhere provided. The receipt, use or application of any such funds paid by Trustor to Agent hereunder shall not be construed to affect the maturity of the Notes or any of the rights or powers of Beneficiary or Agent or any Bank under the terms of the



Loan Documents or any of the obligations of Trustor or any guarantor under the Loan Documents. Upon payment in full of the Loan and the Notes and the other Obligations secured hereby, Agent shall return to Trustor any unused funds impounded pursuant to this Section.

(f) Trustor shall give prompt written notice to Agent of the happening of any casualty to or in connection with the Trust Estate whether or not covered by insurance. If the Trust Estate shall be damaged or destroyed by an insured peril or otherwise, Trustor may, upon written notice to Agent, settle, adjust or compromise any and all claims not in excess of \$50,000. Trustor shall consult with Agent in settling, adjusting or compromising any claim for more than \$50,000 but less than the aggregate outstanding principal amount of the Notes, provided that Agent may settle, adjust or compromise any such claim after five Business Days' notice to Trustor. Trustor may settle, adjust or compromise any claim for more than the aggregate outstanding principal amount of the Notes, provided that if Trustor has not settled, adjusted or compromised any such claim within 75 days after the occurrence of the damage or destruction, then Agent may settle, adjust or compromise such claim after five Business Days' notice to Trustor. Trustor shall deposit all Insurance Proceeds received by it in the appropriate Deposit Account, as prescribed by Section 2.7 of the Acquisition Loan Agreement.

(g) Agent shall apply all Insurance Proceeds remaining after deduction of all expenses of collection and settlement thereof, including without limitation attorneys' and adjustors' fees and charges, as follows:

(i) With respect to Insurance Proceeds arising from damage to any Improvements, the Insurance Proceeds shall be applied to restoration of such Improvements, provided that no Event of Default exists under this Deed of Trust or the Acquisition Loan Agreement and Agent determines, in its reasonable judgment, that (a) the damage or destruction can be repaired in a timely manner and (b) the Insurance Proceeds are sufficient, or Trustor can provide sufficient additional funds, to repair the damage and destruction in a timely manner. If all of these conditions are met, Trustor shall cause all Insurance Proceeds to be deposited into the appropriate Deposit Account, as prescribed by Section 2.7 of the Acquisition Loan Agreement, for the purpose of payment of the costs of repairing or replacing the damage and all continuing expenses; provided however, that Agent shall disburse the Insurance Proceeds so deposited only as repairs or replacements are effected and continuing expenses become due and payable. Any excess Insurance Proceeds shall be distributed pursuant to Section 2.7 of the Acquisition Loan Agreement.

(ii) If any one or more of the conditions set forth in Clause (i) of Section 1.03(g) above are not met, or if the Insurance Proceeds arise from a casualty affecting other parts of the Trust Estate, Agent shall apply all Insurance Proceeds remaining after deduction of all expenses of collection and settlement thereof, including without limitation attorneys' and adjustors' fees and charges, to the repayment of the outstanding balance of the Notes, together with accrued interest, notwithstanding that the outstanding balance may not be due and payable, and of all Obligations of Trustor accrued under the Loan Documents. If the Insurance Proceeds are not sufficient to repay the Notes in full, and if the Consultant (as defined in the Timber Maintenance Agreement) in its judgment determines that the ratio which the value of the Trust Estate remaining after such casualty bears to the then aggregate principal balance of the Notes and other Obligations secured hereby, is less than 2.5:1, then Beneficiary at its option may accelerate the Maturity Date of the Notes and declare the Notes and all the other Obligations secured hereby immediately due and payable, and Trustor shall immediately pay any remaining balance of the Notes and Obligations, together with accrued interest. If there are Insurance Proceeds remaining after repayment of the Notes and the satisfaction of all Obligations in full, such remaining Insurance Proceeds shall be paid to Trustor, as Trustor may direct.

(h) If the casualty is to a material portion, in Consultant's opinion, of the Timber and there are no Insurance Proceeds available as a result of such damage or destruction and such unavailability results from the fact that the damage or destruction was not insured against, and not required to be insured against pursuant to the terms of this Deed of Trust or the Acquisition Loan Agreement, Beneficiary may by notice to Trustor declare the outstanding balance of the Notes, together with accrued interest, immediately due and payable.

(i) Upon the occurrence and during the continuation of an Event of Default, Agent shall have the sole and exclusive right, and Agent is hereby authorized and empowered by Trustor at Agent's option and Agent's sole discretion as attorney-in-fact for Trustor, to make proof of loss, to appear in and prosecute any action arising from any policy or policies of insurance, and to settle, adjust or compromise any claims for loss, damage or destruction under any policy or policies of insurance after five Business Days' notice to Trustor. Any expense incurred by Beneficiary, Agent or any of the Banks in connection with the foregoing will be paid promptly by Trustor upon demand by Agent, and until such payment is made by Trustor, the amount of all such expenses, from the date paid by Beneficiary, Agent or any of the

5212

Banks until fully reimbursed by Trustor, shall be added to the outstanding balance of the Notes.

1.04. Assignment of Policies Upon Foreclosure. In the event of foreclosure of this Deed of Trust or other transfer of title or assignment of the Trust Estate in extinguishment, in whole or in part, of the indebtedness and Obligations secured hereby, all right, title and interest of Trustor in and to all policies of insurance required by Section 1.03 shall inure to the benefit of and pass to the successor in interest to Trustor or the purchaser or grantee of the Trust Estate. Trustor shall execute any and all further documents necessary or required to evidence and/or effectuate any such assignment and hereby appoints Agent as its attorney-in-fact with full power of substitution to execute any such documents in the event Trustor fails to do so, and such appointment is coupled with an interest and is irrevocable.

1.05. Indemnification; Subrogation; Waiver of Offset.

(a) If Beneficiary, Agent or any Bank is made a party to any litigation concerning the Notes, this Deed of Trust, any of the other Loan Documents, the Trust Estate or the use, occupancy, maintenance, management or operation of the Trust Estate by or through Trustor, then Trustor shall indemnify, defend and hold Beneficiary or Agent or any such Bank harmless from all claims, cost, loss, damage or liability by reason of said litigation, including court costs and reasonable attorneys' fees and expenses incurred by Beneficiary or Agent or any such Bank as a result of any such litigation, whether or not any such litigation is prosecuted to judgment. If Agent commences an action against Trustor (or appeals a judgment) to enforce any of the terms of this Deed of Trust or of any other Loan Document upon the occurrence and during the continuation of an Event of Default and Agent employs an attorney or attorneys, Trustor shall pay the reasonable attorneys' fees and expenses incurred by Agent. Any expense incurred by Beneficiary, Agent or any Bank in connection with the foregoing shall be paid promptly by Trustor upon demand by Agent and until such payment is made by Trustor, the amount of all such expenses, from the date paid by Beneficiary or Agent or any such Bank until fully reimbursed by Trustor, shall bear interest at the Agreed Rate and shall be added to the indebtedness secured by this Deed of Trust and be a lien on the Trust Estate. Notwithstanding anything to the contrary, Trustor shall not be obligated to indemnify, defend and hold any of Beneficiary or Agent or any Bank harmless to the extent any claims, costs, fees, expenses, losses, damages or liability arise from (i) Beneficiary's or Agent's or any Bank's gross negligence or willful misconduct or (ii) claimants whose claims derive solely from or under Beneficiary, Agent or any Bank and do not involve any act or omission of, or circumstance regarding, Trustor.

(b) Trustor hereby waives any and all rights to claim or recover against Beneficiary, Agent or any Bank or their respective officers, employees, agents and representatives, for loss of or damage to Trustor, the Trust Estate, Trustor's property or the property of others under Trustor's control from any cause insured against or required to be insured against by the provisions of this Deed of Trust.

(c) Without waiving any rights Trustor may have to bring an action against Beneficiary, Agent or any Bank all sums payable by Trustor pursuant to this Deed of Trust shall, except as otherwise expressly provided herein, be paid without notice, demand, counterclaim, setoff, deduction or defense and without abatement, suspension, deferment, diminution or reduction, and the obligations and liabilities of Trustor hereunder shall in no way be released, discharged or otherwise affected by reason of: (i) any damage to or destruction of or any condemnation or similar taking of the Trust Estate; (ii) any restriction or prevention of or interference by any third party with any use of the Trust Estate; (iii) any title defect or encumbrance or any eviction from the Trust Estate by title paramount or suspension, revocation or termination of any Authorization or otherwise; (iv) any bankruptcy, insolvency, reorganization, composition, adjustment, dissolution, liquidation or other like proceeding relating to Beneficiary, Agent or any Bank or any action taken with respect to this Deed of Trust by any trustee or receiver of Beneficiary, Agent or any Bank or by any court, in any such proceeding; (v) any claim which Trustor has or might have against Beneficiary, Agent or any Bank (except as expressly provided herein); (vi) any default or failure on the part of Beneficiary, Agent or any Bank to perform or comply with any of the terms hereof or of any other agreement with Trustor; or (vii) any other occurrence whatsoever, whether similar or dissimilar to the foregoing; whether or not Trustor shall have notice or knowledge of any of the foregoing. Except as expressly provided herein, Trustor hereby waives all rights now or hereafter conferred by statute or otherwise to any abatement, suspension, deferment, diminution or reduction of any sum secured hereby and payable by Trustor (except to the extent such waiver is contrary to public policy and is therefore not enforceable).

#### 1.06. Taxes and Impositions.

(a) Trustor shall pay, on or before the due date, all real property taxes and assessments, water, sewer and other rents, charges, excises and levies, general and special, and all fees, rents and charges payable under the Authorizations, and all severance and other taxes and assessments of any kind or nature whatsoever (including nongovernmental levies or assessments resulting from covenants, conditions and restrictions affecting the Trust Estate), which are assessed or imposed upon the Trust Estate, and which create or may create a lien upon the Trust Estate (the foregoing are hereinafter collectively referred to as "Impositions").

(b) (1) If at any time after the date hereof there shall be assessed or imposed (i) a tax, fee, charge, rent or assessment on the Trust Estate in lieu of or in addition to the Impositions payable by Trustor pursuant to Section 1.06(a), or (ii) a license fee, tax or assessment imposed on Beneficiary, Agent or any Bank and measured by or based in whole or in part upon the amount of the outstanding principal balance of the Notes, then all such taxes, fees, charges, rents and assessments shall be deemed to be included within the term "Impositions", and Trustor shall pay and discharge the same as herein provided with respect to the payment of Impositions. Anything to the contrary herein notwithstanding, Trustor shall have no obligation to pay any franchise, estate, inheritance, income, excess profits or similar tax levied on Beneficiary, Agent or any Bank.

(2) (A) State Taxes Covered. The following shall constitute state taxes to which this Section 1.06 applies:

(i) A specific tax upon trust deeds or upon all or any part of the indebtedness secured by a trust deed.

(ii) A specific tax on a grantor which the taxpayer is authorized or required to deduct from payments on the indebtedness secured by a deed of trust.

(iii) A tax on a trust deed chargeable against the beneficiary or the holder of the note secured.

(iv) A specific tax on all or any portion of the indebtedness or on payments of principal and interest made by a grantor.

(B) Remedies. If any state tax to which this Section 1.06 applies is enacted subsequent to the date of this deed, this shall have the same effect as an Event of Default, and Beneficiary, Agent or any Bank may exercise any or all of the remedies available to it in the event of an Event of Default unless the following conditions are met:

(i) Trustor may lawfully pay the tax or charge imposed by the state tax, and

(ii) Trustor pays or offers to pay the tax or charge within 30 days after notice from Agent that the tax law has been enacted.

(c) Subject to the provisions of Section 1.06(d), Trustor shall deliver to Agent within thirty (30) days after the date upon which any such Imposition is due and payable by Trustor copies of official receipts of the appropriate taxing authority, or other proof satisfactory to Agent, evidencing the payment thereof.



(d) Trustor shall have the right before any delinquency occurs to contest or object to the amount or validity of any Imposition by appropriate proceedings, but this shall not be construed in any way as relieving, modifying or extending Trustor's covenant to pay any such Imposition at the time and in the manner provided in this Section 1.06, unless Trustor has given prior written notice to Agent of Trustor's intent to contest or object to an Imposition, and unless, at Agent's sole option, (i) Trustor shall demonstrate to Agent's satisfaction that the proceedings to be initiated by Trustor shall conclusively operate to prevent the suspension, termination, nonrenewal or revocation of any Authorization and to prevent the sale of the Trust Estate to satisfy such Imposition prior to final determination of such proceedings; or (ii) Trustor shall furnish a good and sufficient bond or surety as requested by and in form, substance and amount and issued by a person satisfactory to Agent; or (iii) Trustor shall demonstrate to Agent's satisfaction that Trustor has provided a good and sufficient undertaking as may be required or permitted by law to accomplish a stay of any such suspension, termination, nonrenewal, revocation or sale. If Trustor pays the Imposition, it shall have the right to contest or object to the amount or validity of such Imposition without Agent's consent.

(e) Upon the occurrence and during the continuance of an Event of Default, Agent may require that Trustor shall deposit with Agent, in monthly installments on the first day of each month, an amount equal to one-twelfth (1/12th) of the sum of the annual Impositions reasonably estimated by Agent, for the purpose of paying the installment of Impositions next due (funds deposited for this purpose shall hereinafter be referred to as "Impounds"). In such event Trustor further agrees to cause all bills, statements or other documents relating to Impositions to be sent or mailed directly to Agent. Upon receipt of such bills, statements or other documents, and provided Trustor has deposited sufficient Impounds with Agent pursuant to this Section, Agent shall pay such amounts as may be due thereunder out of the Impounds so deposited with Agent. If at any time the Impounds deposited with Agent are or will be insufficient to pay such amounts as may then be or subsequently become due, Agent may notify Trustor and Trustor shall deposit within ten (10) days after such notice an amount equal to such deficiency with Agent. Notwithstanding the foregoing, nothing contained herein shall cause Beneficiary, Agent or any of the Banks to be deemed a trustee of said funds or to be obligated to pay any amounts in excess of the amount of funds deposited with Agent pursuant to this Section, nor shall anything contained herein modify the obligations of Trustor set forth in Section 1.06(a) hereof. Agent may commingle Impounds with its own funds. Upon the occurrence of an Event of Default, Agent shall apply any balance of the Impounds to the payment of any Imposition or the Notes and other Obligations secured hereby, provided that said Imposition or Notes and other Obligations secured hereby are due and payable according to the terms thereof or as a result of acceleration of

the maturity thereof by Agent. Should Trustor fail to deposit with Agent (exclusive of that portion of said payments which has been applied by Agent to the Notes and other Obligations secured hereby) sums sufficient to fully pay such Impositions at least ten (10) days before delinquency thereof, Beneficiary, Agent or any Bank may, at its election, but without any obligation to do so, advance any amounts required to make up the deficiency, which advances, if any, shall be repayable to Beneficiary or Agent or any such Bank as herein elsewhere provided. The receipt, use or application of any such Impounds paid by Trustor to Agent hereunder shall not be construed to affect the maturity of the Notes or any of the rights or powers of Beneficiary or Agent or any Bank under the terms of the Loan Documents or any of the obligations of Trustor or any guarantor under the Loan Documents. Upon payment in full of the Notes, and satisfaction of all other Obligations, Agent shall return to Trustor any unused Impounds held by Agent pursuant to this Section.

(f) If requested by Agent, Trustor shall cause to be furnished to Agent a tax reporting service covering the Trust Estate of a type, duration and with a company reasonably satisfactory to Agent.

#### 1.07. Utilities.

(a) Subject to Trustor's rights to contest any such charges pursuant to Section 1.07(b), Trustor shall pay or shall cause to be paid when due all utility charges which are incurred by Trustor for the benefit the Trust Estate or which may become a charge or lien against the Trust Estate for gas, electricity, water or sewer services furnished to the Trust Estate or any part thereof and all other assessments or charges of a similar nature, whether public or private, affecting the Trust Estate or related thereto, whether or not such taxes, assessments or charges are or actually become liens thereon.

(b) Trustor shall have the right before any delinquency occurs to contest or object to the amount or validity of any such utility charge by appropriate proceedings, but this shall not be deemed or construed in any way as relieving, modifying or extending Trustor's covenant to pay any such utility charge at the time and in the manner provided in this Section 1.07, unless Trustor has given prior written notice to Agent of its intent to contest or object to a utility charge, and unless, at Agent's sole option, (i) Trustor shall demonstrate to Agent's satisfaction that the proceedings to be initiated by Trustor shall conclusively operate to prevent the suspension, termination, nonrenewal, or revocation of any material service and to prevent the sale of the Trust Estate to satisfy such utility charge prior to final determination of such proceedings; or (ii) Trustor shall furnish a good and sufficient bond or surety as requested by and in form, substance and amount and issued by a person satisfactory to Agent; or (iii) Trustor shall demonstrate to Agent's satisfaction that Trustor has provided a



good and sufficient undertaking as may be required or permitted by law to accomplish a stay of any such suspension, termination, nonrenewal, revocation or sale. If Trustor pays the utility charge, it shall have the right to contest or object to the amount or validity of such utility charge without Agent's consent.

1.08. Actions Affecting Trust Estate. With respect to the Trust Estate, Trustor shall appear in and defend any action or proceeding purporting to affect the security hereof, the other Loan Documents, any additional or other security for the obligations secured hereby, the interests of Beneficiary or Agent or any Bank or the rights, powers or duties of Trustee hereunder. Trustor shall pay all costs, fees and expenses, including costs of evidence of title, trustees' fees, court costs and reasonable attorneys' and consultants' fees paid or incurred by Beneficiary or Agent or any Bank in any action or proceeding in which Beneficiary, Agent or any Bank or Trustee may appear or be made a party, whether or not pursued to final judgment, and in any exercise of the power of sale contained herein, whether or not such sale is actually consummated.

1.09. Actions by Trustee or Beneficiary to Preserve Trust Estate. If Trustor fails to make any payment or perform any Obligation as and in the manner provided in this Deed of Trust, Agent and/or Trustee, each in its own discretion, without Obligation so to do, without releasing Trustor from any Obligation and without notice to or demand upon Trustor, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof. Upon the occurrence and during the continuation of an Event of Default (without limiting their general powers, whether conferred herein, in another Loan Document or by law), Beneficiary, Agent or any Bank and Trustee shall have and are hereby given the right, but without the obligation, without releasing Trustor from any Obligation and without notice to or demand upon Trustor, (i) to enter upon and take possession of the Trust Estate, in which event prior notice shall be given to Trustor; (ii) to make additions, alterations, repairs and improvements (including those required by good forest management practice) to the Trust Estate which they or any of them may consider necessary or proper to keep the Trust Estate in good condition and repair, in which event prior notice shall be given to Trustor; (iii) to appear and participate in any action or proceeding affecting or which may affect the security hereof or the rights or powers of Beneficiary, Agent, the Banks or Trustee; (iv) to pay, purchase, contest or compromise any encumbrance, claim, charge, lien or debt which in the judgment of any may affect the security of this Deed of Trust or be prior or superior hereto; (v) in exercising such powers, to pay necessary expenses, including employment of an independent consulting engineer and counsel or other necessary or desirable consultants; and (vi) to take any and all actions to protect the rights of Beneficiary, Agent, the Banks or Trustee set forth herein or in the other Loan Documents or to sustain the

5218

lien or priority of this Deed of Trust. Trustor shall, immediately upon demand therefor by Agent and Trustee or either of them, pay to Beneficiary, Agent or any Bank and Trustee an amount equal to all respective costs and expenses incurred by them in connection with the exercise by Agent, Beneficiary, the Banks or Trustee or any of the foregoing rights in respect of the Trust Estate, including costs of evidence of title, court costs, appraisals, cruises of timberland, surveys and receiver's, trustee's and reasonable attorneys' fees, together with interest thereon from the date of such expenditures until fully reimbursed by Trustor, at the Agreed Rate, and such costs and expenses shall be added to the indebtedness secured by this Deed of Trust and be a lien or charge on the Trust Estate.

1.10. Transfer of Trust Estate by Trustor. The financial stability and managerial and operational ability of Trustor and of those persons or entities having a direct or beneficial interest in Trustor are a substantial and material consideration to Beneficiary in its agreements to enter into the transactions evidenced by the Loan Documents. Trustor understands that a transfer of the Trust Estate or change in the person operating or managing the Trust Estate may significantly and materially alter and reduce Beneficiary's security for Trustor's obligations under the Loan Documents. Therefore, in order to induce Beneficiary to enter into the transactions secured hereby, Trustor hereby agrees that, in the event of (a) any transfer of the Trust Estate or (b) the use, occupancy, management or operation of the Trust Estate by a person other than Trustor (or its agents approved by Agent) without the prior written consent of Agent, Agent shall have the absolute right at its option, by notice to Trustor, to declare all indebtedness and Obligations secured hereby immediately due and payable. Consent to one such transaction shall not be deemed to be a waiver of the right to require consent to future or successive transactions. Agent may grant or deny such consent in its sole discretion and, if consent should be given, any such transfer shall be subject to the provisions of this Deed of Trust. As used herein, "transfer" includes the sale, agreement to sell, lease, transfer, hypothecation, conveyance or other disposition of the Trust Estate, whether voluntary, involuntary, by operation of law or otherwise, the execution of any installment land sale contract or similar instrument affecting all or a portion of the Trust Estate, or the lease of all or any substantial portion of the Trust Estate or the sale or agreement to sell Timber or to allow the cutting or harvesting or other disposition of Timber. "Transfer" shall also include the sale, agreement to sell, issuance, transfer, assignment, hypothecation, pledge, conveyance or other disposition of the legal or beneficial ownership of (i) any interest of any stockholder in, or (ii) the shares of, Trustor.

1.11. Full Performance Required; Survival of Warranties. All representations, warranties and covenants of Trustor made to Beneficiary, Agent or any Bank in connection with

the indebtedness and Obligations secured hereby or contained in the Loan Documents or incorporated by reference therein shall survive the execution and delivery of this Deed of Trust and shall remain continuing covenants, warranties and representations of the person making such so long as any portion of the indebtedness and Obligations secured by this Deed of Trust remains outstanding.

1.12. Eminent Domain. (a) If any proceeding or action be commenced for the taking of the Trust Estate for public or quasi-public use under the power of eminent domain, or if the Trust Estate be damaged or its value diminished by reason of any taking or any public improvement or any inverse condemnation, or should Trustor receive any notice or other information regarding such proceeding, action, taking or damage, Trustor shall give prompt written notice thereof to Agent. Trustor shall have the right to commence, appear in and prosecute in its own name any such action or proceeding. Agent shall be entitled at its option, without regard to the adequacy of its security, to join Trustor in any such action and, in any case involving a taking or damage in excess of \$50,000, to commence, appear in and prosecute in the name of Trustor or in its own name any such action or proceeding. Trustor may, upon written notice to Agent, make any compromise or settlement in connection with such taking or damage not in excess of \$50,000. Trustor shall consult with Agent in settling or compromising any such taking or damage for more than \$50,000 but less than the aggregate outstanding principal balance of the Notes, provided that Agent may settle or compromise any such taking or damage after five Business Days' notice to Trustor. Trustor may settle or compromise any taking or damage for more than the aggregate outstanding principal amount of the Notes, provided that if Trustor has not settled or compromised such taking or damage within sixty (60) days after the occurrence thereof, then Agent may settle or compromise such taking or damage after five Business Days' notice to Trustor. All compensation, awards, damages, rights of action and proceeds awarded with respect to the Trust Estate by reason of any such taking or damage (including any sale in lieu of condemnation) (the "Condemnation Proceeds") are hereby assigned to Agent, for its benefit and the ratable benefit of the Banks, and Trustor agrees to execute such further assignments of the Condemnation Proceeds as Agent may reasonably require, and to deposit the Condemnation Proceeds in the appropriate Deposit Account, as prescribed by Section 2.7 of the Acquisition Loan Agreement.

(b) After deducting therefrom all costs and expenses (regardless of the particular nature thereof and whether incurred with or without suit), including without limitation attorneys' fees, incurred by it in connection with any such action or proceeding, Agent shall apply the net Condemnation Proceeds to the repayment of the outstanding balance of the Notes, together with accrued interest thereon, notwithstanding that said outstanding balance may not be due and payable, and of all Obligations of Trustor secured hereby. If the Condemnation

Proceeds are not sufficient to repay the Notes in full, and if the Consultant in its judgment determines that the ratio which the value of the Trust Estate remaining after such taking or damage bears to the then aggregate principal balance of the Notes and other Obligations secured hereby, is less than 2.5:1, then Agent at its option may accelerate the Maturity Date of the Notes and declare the Notes and all the other Obligations secured hereby immediately due and payable, and Trustor shall immediately pay any remaining balance of the Notes and Obligations, together with accrued interest. If there are Condemnation Proceeds remaining after repayment of the Notes and the satisfaction of all Obligations in full, such remaining proceeds shall be paid to Trustor as Trustor may direct.

(c) Any expense incurred by Beneficiary, Agent or any Bank in connection with the foregoing, and interest thereon at the Agreed Rate accruing from the date paid by Beneficiary or Agent or any such Bank until reimbursed by Trustor, shall be added to the indebtedness secured by this Deed of Trust and be a lien or charge on the Trust Estate.

1.13. Additional Security. No other security now existing, or hereafter taken, to secure the indebtedness and Obligations secured hereby shall be impaired or affected by the execution of this Deed of Trust; and all additional security shall be taken, considered and held as cumulative. The taking of additional security, execution of releases or partial releases of the security, or any extension of the time of payment of the indebtedness shall not diminish the force, effect or lien of this Deed of Trust and shall not affect or impair the liability of any maker, surety or endorser for the payment of said indebtedness. In the event Beneficiary at any time holds additional security from Trustor for any of the indebtedness and Obligations secured hereby, Agent may enforce the sale thereof or otherwise realize upon the same in accordance with the terms thereof, at the option of Agent, either before, concurrently with, or after a sale is made hereunder. In the event Beneficiary at any time holds additional security from parties other than Trustor for any of the indebtedness and Obligations secured hereby, Agent may enforce the sale thereof or otherwise realize upon the same in accordance with the terms thereof, at the option of Agent, either before, concurrently with, or after a sale is made hereunder.

1.14. Appointment of Successor Trustee.

(a) Agent may, from time to time, by a written instrument executed and acknowledged by Agent, mailed to Trustor and recorded in the county in which the Trust Estate is located, and by otherwise complying with the provisions of applicable law, substitute a successor or successors to any Trustee named herein or acting hereunder; and said successor or successors shall, without conveyance from the predecessor Trustee, succeed to all title, estate, rights, powers and duties of said predecessor.

(b) Trustee accepts this trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. 5221

(c) Upon receipt by Trustee of instructions from Agent, at any time or from time to time, Trustee shall (i) give any notice or direction or exercise any right, remedy or power hereunder or in respect of any part or all of the Trust Estate as shall be specified in such instruction and (ii) approve as satisfactory all matters required by the terms hereof to be satisfactory to Trustee or to Agent.

1.15. Successors and Assigns. This Deed of Trust applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term "Trustor" shall mean Crown Pacific, Ltd., an Oregon corporation, and its permitted successors or assigns, whether or not named as Trustor herein.

1.16. Liens. Trustor shall promptly pay and discharge all Liens and claims of Liens (other than Permitted Liens) upon the Trust Estate, in accordance with Section 6.2 of the Acquisition Loan Agreement. If Trustor shall fail to discharge Liens or claims of Lien within 10 days after notice to Trustor from Agent, then Agent may procure the release and discharge of any such Lien and any judgment or decree thereon and in furtherance thereof may effect any settlement or compromise. In settling, compromising or arranging for the discharge of any Liens under this Section, Agent shall not be required to establish or confirm the validity or amount of the Lien and shall not be liable to Trustor for any payments unless Agent has acted with gross negligence (Agent's failure to discuss the validity or amount of the Lien with Trustor shall not be deemed to be negligence) or willful misconduct. In the event Trustor fails to comply with said provisions and Beneficiary, Agent or any Bank expends sums in consequence thereof, the sums so expended by Beneficiary, Agent or such Bank with interest thereon at the Agreed Rate accruing from the date paid by Beneficiary, Agent or such Bank until reimbursed by Trustor, shall be added to the indebtedness secured by this Deed of Trust and be a lien or charge on the Trust Estate.

1.17. Trustee's Powers. At any time, or from time to time, without liability therefor and without notice, upon written request of Agent and, if no Event of Default shall have occurred and be continuing, with Trustor's consent and with presentation of this Deed of Trust and the Notes secured hereby for endorsement, and without affecting the personal liability of any person for payment of the indebtedness and Obligations secured hereby or the effect of this Deed of Trust upon the remainder of the Trust Estate, Trustee may (i) reconvey any part of the Trust Estate, (ii) consent in writing to the making of any map or plat thereof, (iii) join in granting any easement thereon, or (iv)



join in any extension agreement or any agreement subordinating the lien or charge hereof.

1.18. Beneficiary's Powers. Without affecting the indebtedness and Obligations herein mentioned, and without affecting the lien or charge of this Deed of Trust upon any portion of the Trust Estate not then or theretofore released as security for the full amount of all unpaid indebtedness and Obligations, Agent may, from time to time and without notice, (i) release any person so liable, (ii) extend the maturity or renew or alter any of the terms of any such indebtedness and Obligation, (iii) grant other indulgences or waivers, (iv) release or reconvey, or cause to be released or reconveyed, any part or all of the Trust Estate, (v) take or release any other or additional security for any indebtedness and Obligation herein mentioned, or (vi) make compositions or other arrangements with debtors in relation thereto.

1.19. Trade Names. At the request of Agent, Trustor shall execute a certificate in form satisfactory to Agent listing the trade names or fictitious business names under which Trustor intends to do business or to operate the Trust Estate and representing and warranting that Trustor does business under no other trade names or fictitious business names with respect to the Trust Estate. Trustor shall immediately notify Agent in writing of any change in said trade names or fictitious business names, and will, upon request of Agent, execute any additional financing statements and other certificates necessary to reflect the change in trade names or fictitious business names.

1.20. Loan Documents. Trustor shall promptly comply with all terms, covenants and conditions required to be observed by it under any Loan Document.

1.21. Access to Land and Collateral.

(a) From time to time upon request by Agent, Trustor will promptly deliver to Beneficiary documents that are, or that evidence, govern, or create, Collateral; and permit Beneficiary, Agent or any Bank and its agents and designees, at all reasonable times, to enter on and inspect the Land.

(b) In any transfer by Trustor of any portion of the Land, Trustor shall reserve such easements for access, use, maintenance, utilities, and operation as may be necessary or desirable for access, use, maintenance, utilities and operation with respect to the remainder of the Land, in form and substance acceptable to Agent, and all such easements shall be included within and deemed to be a part of the Trust Estate, and Trustor shall execute, acknowledge, deliver and record or file such amendments or supplements to this Deed of Trust or such new deeds of trust as Agent may require to extend the lien or charge of this Deed of Trust to such easements.

5223

1.22. Authorizations. Trustor hereby agrees not to amend, supplement, cancel, surrender, release or waive any material Authorization issued to it and required for the management, cutting, harvesting or other disposition of the Timber, or any provision thereof, or permit any of the foregoing without the prior written consent of Agent. Consent to one amendment, supplement, cancellation, surrender, release or waiver shall not be deemed to be a waiver of the right to require consent to other, further or successive amendments, supplements, cancellations, surrenders, releases or waivers. Any such amendment, supplement, cancellation, surrender, release or waiver, whether oral or in writing, made without the prior written consent of Agent shall, to the extent permitted by law, not be valid or effective against Beneficiary. Trustor shall perform all of the requirements and covenants under the material Authorizations and shall not take any action or omit to take any action which would adversely affect, or permit the suspension, termination, non-renewal or revocation, of any such Authorizations. Trustor agrees promptly to notify Agent in writing with respect to any default or alleged default by Trustor under any such Authorization or the commencement of any investigations, hearings or proceedings that specifically involve any such Authorization and could lead to modification, suspension, termination, nonrenewal or revocation of any such Authorization. Trustor shall also promptly deliver to Agent copies of all notices, demands, complaints or other communications received or given by it with respect to any such default or alleged default or such investigation, hearing or proceeding. Upon receipt by Beneficiary, Agent or any Bank of any notice of default issued by the issuer of any Authorization, Agent may give notice thereof to Trustor and if Trustor shall fail to correct such default within 30 days after the delivery of such notice, the Agent may rely thereon and take any action to cure such default even though the existence of such default or the nature thereof is questioned or denied by Trustor; provided, that Agent shall not be required to give Trustor notice in an emergency or if the security for the Notes and other Obligations of Trustor would be jeopardized or impaired by the passage of time. Agent shall have the option, but not the obligation, to cure any such default and to perform any or all of Trustor's Obligations thereunder which are in default, and may enter the Trust Estate for such purposes, but no such action by Agent shall relieve Trustor of its Obligations under the Authorizations or this Deed of Trust. All sums expended by Beneficiary, Agent or any Bank in curing any such default shall be added to the indebtedness secured hereby, be a lien or charge on the Trust Estate and be immediately due and payable by Trustor upon notice from Agent and shall bear interest from the date of expenditure until fully reimbursed by Trustor at the Agreed Rate.

1.23. Limitations on Cutting.

(a) Trustor shall not cut or harvest or otherwise remove (or permit the cutting or harvesting or other removal) of



any Timber except pursuant to agreements for the cutting or harvesting of Timber in compliance with the requirements of this Section 1.23(a). Trustor may enter into agreements for the cutting or harvesting of the Timber, subject to or upon satisfaction of each of the following conditions:

- (i) Each such agreement shall comply with the requirements of the Timber Maintenance Agreement and shall have been approved in writing by Agent;
- (ii) Each such agreement shall be consistent with the diligent and prudent cutting or harvesting of Timber in accordance with good forest management practice;
- (iii) Trustor shall not sell or permit the cutting or harvesting of Timber at a price less than the fair market value thereof, as determined by the Banks' Consultant, as Consultant is defined in Section 8.1 of the Timber Maintenance Agreement;
- (iv) The agreements for cutting or harvesting of Timber shall require the other party thereto to pay, and the other party shall pay, the proceeds from the sale of Timber pursuant to such agreements directly to the appropriate Deposit Account, as prescribed by, and applied in accordance with, the provisions of Section 2.7 of the Acquisition Loan Agreement;
- (v) Agent on behalf of Beneficiary shall be named as a third party beneficiary of each such agreement;
- (vi) No Event of Default shall have occurred and be continuing; and
- (vii) Trustor shall assign each such agreement and the proceeds therefrom to Agent, for its benefit and the ratable benefit of the Banks pursuant to the Assignment of Rents, and the other party thereto shall have consented in writing to such assignment by executing and delivering a Consent and Agreement substantially in the form of the Consent and Agreement dated as of even date herewith by DAW Forest Products Company, L.P., and otherwise reasonably acceptable to Agent, and shall have agreed in writing to comply with Clause (iv) of this Section 1.23(a).

(b) Upon the occurrence of an Event of Default under Clauses A, B, C, E, F, J, L and M of Section 7.1 of the Acquisition Loan Agreement, all rights of cutting, harvesting and removal of Timber under this Deed of Trust shall automatically terminate without the necessity of notice or any action on the part of Beneficiary, Agent or any Bank. Upon the occurrence and during the continuance of any other Event of Default, all rights

of cutting, harvesting and removal of Timber under this Deed of Trust shall be suspended, without the necessity of notice or any action on the part of Beneficiary, Agent or any Bank. Upon acceleration of the Notes, all rights of cutting, harvesting and removal of Timber under this Deed of Trust shall terminate automatically at the expiration of thirty days after the date of such acceleration, without the necessity of notice or any action on the part of any Person, unless sooner terminated by written notice from the Agent to Trustor.

1.24. Limitations of Use. Trustor shall not initiate, join in or consent to any change in any private restrictive covenant, zoning ordinance or other public or private restrictions limiting or defining the uses which may be made of the Land.

1.25. Prior Trust Deed. If the lien securing the indebtedness and Obligations secured by this Deed of Trust becomes subordinated to the lien securing payment of a prior note and deed of trust in favor of Capital Consultants, Inc. in an original principal amount acceptable to Beneficiary, which amount is currently contemplated to be TWENTY MILLION DOLLARS (\$20,000,000) (the "Capital Consultants Deed of Trust"), Trustor expressly covenants and agrees to pay or see to the payment of the indebtedness secured by the Capital Consultants Deed of Trust and to prevent any default thereunder. Trustor will immediately forward to Beneficiary a copy of any notice of default under the Capital Consultants Deed of Trust which it may receive at any time.

If the payment of principal or interest is not made within the time required under the Capital Consultants Deed of Trust, or if an event of default occurs and is not cured during any applicable grace period under the Capital Consultants Deed of Trust, then the indebtedness and Obligations secured by this Deed of Trust shall, at the option of the Beneficiary, become immediately due and payable.

1.26 Extending Lien. Trustor owns the Minerals and Mineral Rights on that certain portion of Land described in Exhibit A hereto as the Quarry Property and owns options to acquire the fee title to such portion of the Land. The lien or charge of this Deed of Trust encumbers such Minerals and Mineral Rights. Trustor shall notify Agent promptly after acquisition of fee (or any lesser) title to such portion of the Land and shall concurrently execute, acknowledge and record a supplement to this Deed of Trust extending the lien or charge hereof to such portion of the Land at Trustor's sole cost. The form and substance of such supplement shall be reasonably acceptable to Agent.

ARTICLE II  
ASSIGNMENT OF RENTS, ISSUES AND PROFITS

2.01. Assignment of Rents. Trustor hereby presently assigns and transfers to Beneficiary all revenues, rents, issues, profits, royalties, proceeds, income and other benefits (collectively the "Rents"), derived by it from the Land or the Improvements or the Timber or the Mineral Rights, subject to the terms and provisions of the Assignment of Rents including without limitation all Rents under all agreements providing for the payment to Trustor of royalties (including overriding royalties) derived from any part of the Property and all issues and profits from the sale or other disposition of Timber or of Mineral Rights or from any leasing of the Trust Estate; and hereby gives and confers upon Agent the right, power and authority to collect such Rents. Trustor irrevocably appoints Agent its true and lawful attorney-in-fact, with full power of substitution, at the option of Agent at any time and from time to time, and after the occurrence and during the continuation of an Event of Default, to demand, receive and enforce payment, to give receipts, releases and satisfactions, and to sue, in the name of Trustor or Beneficiary, for all such Rents and apply the same to the indebtedness secured hereby. The assignment of the Rents in this Article II is intended to be an absolute assignment from Trustor to Beneficiary and not merely the passing of a security interest; provided, however, that unless and until the occurrence and continuation of an Event of Default, Trustor shall have a license to collect all Rents then due and payable to it, provided that all such Rents received or collected prior to, after the occurrence of and during an Event of Default shall be deposited in the appropriate Deposit Account as prescribed in Section 2.7 of the Acquisition Loan Agreement and shall be applied in accordance with the Acquisition Loan Agreement.

2.02. Collection Upon Default. Upon and during the occurrence of any Event of Default, Agent may, at any time by notice to Trustor, either in person, by agent or by a receiver appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the Trust Estate, in its own name sue for or otherwise collect such Rents, including those past due and unpaid, and shall apply the same, less costs and expenses of operation and collection, including reasonable attorneys' fees, upon any indebtedness secured hereby that shall then be due and payable including as a result of the acceleration of the maturity thereof, and in the order specified in Section 7.3 of the Acquisition Loan Agreement. The collection of such Rents, or the entering upon and taking possession of the Trust Estate, or the application thereof as aforesaid, shall not (except as provided in Section 3.02(a) below) cure or waive any Event of Default or notice of default hereunder or invalidate any act done in response to such default or pursuant to such notice of default. Trustor's license to collect Rents, provided that all such Rents received or collected shall be deposited in the appropriate

5227

Deposit Account, as prescribed in Section 2.7 of the Acquisition Loan Agreement, shall be reinstated upon the cure of such Event of Default.

### ARTICLE III DEFAULT

3.01. Event of Default. The occurrence of any one or more of the following shall constitute an Event of Default under this Deed of Trust:

(a) The default by Trustor in the performance of any of its Obligations under this Deed of Trust, other than those specified in Clause (b) of this Section, or any breach or any warranty or representation made by Trustor in this Deed of Trust;

(b) The default by Trustor in the performance of its obligations under Sections 1.02 (excepting Clauses (ii) and (viii) thereof), 1.06 (excepting Clauses (b) (2) and (d) thereof), 1.07, 1.08, 1.16, 1.19, 1.21(a), 1.24, 1.26 and 5.03 of this Deed of Trust, and such default shall continue and not be remedied by Trustor within 30 days after delivery to Trustor by Agent of a notice of such default or, in the case of any such default which cannot be cured within said 30-day period, Trustor shall fail to commence a cure within said 30 days and thereafter shall fail to diligently prosecute such cure; or

(c) Any Event of Default under the Acquisition Loan Agreement.

3.02. Acceleration Upon Default, Additional Remedies. Upon the occurrence and during the continuance of an Event of Default, Beneficiary may exercise any one or more of the following rights and remedies:

(a) Beneficiary may declare all Obligations owed by Trustor and secured hereby and all indebtedness evidenced by the Notes or secured hereby (including all interest thereon) to be immediately due and payable, in accordance with the Acquisition Loan Agreement.

(b) Either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court and without regard to the adequacy of its security, by notice to Trustor, enter upon and take possession of the Trust Estate, or any part thereof, in its own name or in the name of Trustee, and exclude Trustor and all persons claiming under Trustor whose claims are junior to this Deed of Trust, wholly or partly therefrom, and do any acts which it deems necessary or desirable to preserve the value, marketability or rentability of the Trust Estate,

increase the income therefrom or protect the security hereof and, with or without taking possession of the Trust Estate, sue for or otherwise collect the Rents thereof, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection including, without limitation, attorneys' fees, upon any indebtedness and obligations secured hereby, in the order specified in Section 7.3 of the Acquisition Loan Agreement. The entering upon and taking possession of the Trust Estate, the collection of such Rents and application thereof as aforesaid, shall not cure (except as aforesaid) or waive any default or notice of default hereunder or invalidate any act done in response to such default or pursuant to such notice of default and, notwithstanding the continuance in possession of all or any portion of the Trust Estate or the collection, receipt and application of Rents, Trustee or Agent shall be entitled to exercise every right provided for in any of the Loan Documents or by law upon the occurrence and during the continuation of any Event of Default, including the right to exercise the power of sale;

(b) Commence an action to foreclose this Deed of Trust as a mortgage and obtain a deficiency judgment if entitled by law thereto, appoint a receiver, or specifically enforce any of the covenants hereof;

(c) Deliver to Trustee a written declaration of default and demand for sale, and a written notice of default and election to cause Trustor's interests in the Trust Estate to be sold, which notice Trustee or Agent shall cause to be duly filed for record in the Official Records of the Counties in which the Trust Estate is located; or

(d) Exercise any and all other rights and remedies provided herein, in any other Loan Document or other document or agreement now or hereafter securing all or any portion of the indebtedness and Obligations secured hereby, or by law.

**3.03 Foreclosure by Power of Sale.** Should Beneficiary elect to foreclose by exercise of the power of sale herein contained, Agent shall notify Trustee and shall deposit with Trustee this Deed of Trust and the Notes and such receipts and evidence of expenditures made and secured hereby as Trustee may require.

(a) Upon receipt of such notice from Agent, Trustee shall cause to be recorded, published and delivered to Trustor such Notice of Default and Election to Sell as then required by law and by this Deed of Trust. Trustee shall, without demand on Trustor, after lapse of such time as may then be required by law and after recordation of such Notice of Default and after Notice of Sale having been given as required by law, sell the Trust Estate at the time and place



of sale fixed by it in said Notice of Sale, either as a whole, or in separate lots or parcels or items as Trustee shall deem expedient, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States payable at the time of sale. Trustee shall deliver to such purchaser or purchasers thereof its good and sufficient deed or deeds conveying the property so sold, but without any covenant or warranty, express or implied. Such purchaser or purchasers shall take title to the Trust Estate or the part thereof so sold free and discharged of the estates of Trustor therein, such purchaser or purchasers being hereby discharged from all liability to see to the application of the purchase money. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including, without limitation, Trustor, Beneficiary, Agent or any Bank but excluding Trustee, may purchase at such sale.

(b) After deducting all costs, fees and expenses of Trustee and of this Trust, including costs of evidence of title in connection with sale, Trustee shall apply the proceeds of sale, in the following priority, to payment of: (i) first, all sums expended or incurred by Trustee, Beneficiary, Agent or any Bank under the terms hereof, not then repaid, with accrued interest at the Agreed Rate; (ii) second, all other indebtedness and Obligations then secured hereby; and (iii) the remainder, if any, to the person or persons legally entitled thereto.

(c) Subject to ORS § 86.755(2) (or any successor statute), Trustee may postpone the sale of all or any portion of the Trust Estate by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement or subsequently noticed sale, and without further notice make such sale at the time fixed by the last postponement, or may, in its discretion, give a new notice of sale.

3.04. Appointment of Receiver. Upon and during an Event of Default, Agent, as a matter of right and without notice to Trustor or anyone claiming under Trustor, and without regard to the then value of the Trust Estate or the interest of Trustor therein or the solvency of Trustor, shall have the right to apply to any court having jurisdiction to appoint a receiver or receivers of the Trust Estate, and Trustor hereby irrevocably consents to such appointment and waives notice of any application therefor. Any such receiver or receivers shall have all the usual powers and duties of receivers in like or similar cases and all the powers and duties of Beneficiary in case of entry as provided herein and shall continue as such and exercise all such powers until the date of confirmation of sale of the Trust Estate unless such receivership is sooner terminated. The receiver may serve without bond if permitted by law. Notwithstanding anything

in the preceding to the contrary, should Trustor cure such Event of Default following the appointment of a receiver and prior to the expiration of the reinstatement period prescribed in ORS § 86.753 (or any successor statute), then Agent shall apply to the court having jurisdiction to release said receiver.

**3.05 Power to Borrow.** If the revenues produced by the Trust Estate are insufficient to pay expenses, the receiver may borrow from Beneficiary, if Beneficiary, in its sole discretion, agrees to lend, or otherwise, or Beneficiary may borrow or advance, such sums as the receiver or Beneficiary may deem necessary for the purposes stated in Sections 3.02 and 3.04. The amounts borrowed or advanced shall bear interest from the date of expenditure until repaid at the Agreed Rate. Such sums shall become a part of the Obligations and indebtedness secured by this Deed of Trust and shall be payable by Trustor on demand.

**3.06 Remedies Not Exclusive.** Trustee and Beneficiary, Agent and the Banks, and each of them, shall be entitled to enforce payment and performance of any indebtedness and Obligations secured hereby and to exercise all rights and powers under this Deed of Trust or under any other Loan Document or additional security or any laws now or hereafter in force, notwithstanding that some or all of the indebtedness and Obligations secured hereby may now or hereafter be otherwise secured, whether by mortgage, deed of trust, security interest, pledge, lien, assignment or otherwise. Neither the acceptance of this Deed of Trust nor its enforcement, whether by court action or pursuant to the power of sale or other powers herein contained, shall prejudice or in any manner affect Trustee's or Agent's right to realize upon or enforce any other security now or hereafter held by Trustee or Beneficiary, it being agreed that Trustee and Agent (for the benefit of the Banks) and each of them, shall be entitled to enforce this Deed of Trust and any other security now or hereafter held by Beneficiary or Trustee in such order and manner as they or either of them may in their absolute discretion determine. No remedy herein conferred upon or reserved to Trustee or Beneficiary is intended to be exclusive of any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. The failure to insist at any time upon the strict observance or performance of any of the provisions of this Deed of Trust, or to exercise any right or remedy provided for herein, shall not impair any such right or remedy nor be construed as a waiver or relinquishment thereof. Every power or remedy given by any of the Loan Documents to Trustee or Agent or to which either of them may be otherwise entitled, may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by Trustee or Agent and either of them may pursue inconsistent remedies.

**3.07. Personal Property.** With respect to all or any part of the Trust Estate that constitutes personalty, Beneficiary



shall have all of the rights and remedies of a secured party under the Uniform Commercial Code.

3.08. Enforcement. All rights of action under this Deed of Trust and the other Loan Documents may be enforced by Agent, acting, where required, at the direction of the Banks, without the possession of this Deed of Trust or the other Loan Documents and without the production thereof at any trial or other proceeding relative thereto.

#### ARTICLE IV FIXTURE FILING

The Trust Estate shall, to the extent permitted by applicable law, be considered to be real property and forming the real property hereby conveyed. To the extent that any part of the Trust Estate is not so considered but is held to be personal property subject to the Uniform Commercial Code, then this Deed of Trust is also a financing statement filed as a fixture filing, as defined in ORS § 79.4020(6) covering both such part of the Trust Estate and the types of property described in Exhibit B attached hereto and by this reference incorporated herein (the "Personal Property"). The Personal Property is attached or appurtenant to, or arises from, or is located on the Land, and Trustor is the debtor, and its name and address appear on the first page of this Deed of Trust. The secured party is Agent, for its benefit and the ratable benefit of the Banks, and information concerning its security interest may be obtained from Agent at the address for Agent set forth in Section 5.05 of this Deed of Trust. Some of the goods described in Exhibit B are or are to become fixtures or Timber or Minerals on the Land. Trustor is the owner of the Land. This Deed of Trust is to be recorded in the real estate records.

#### ARTICLE V MISCELLANEOUS

5.01. Amendments. This instrument cannot be waived, changed, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of any waiver, change, discharge or termination is sought.

5.02. Trustor Waiver of Rights. Trustor hereby waives to the extent permitted by law, (i) the benefit of all laws now existing or that may hereafter be enacted providing for any appraisal before sale of any portion of the Trust Estate, (ii) all rights of redemption, valuation, stay of execution and marshalling in the event of foreclosure of the liens and charges hereby created, and (iii) the benefit of any extension or moratorium law. Without limiting the generality of the preceding sentence, Trustor, on its own behalf and on behalf of each and

every person acquiring any interest in or title to the Trust Estate subsequent to the date of this Deed of Trust, hereby irrevocably waives any and all rights of redemption from sale under any order or decree of foreclosure of this Deed of Trust or under any power contained herein or under any sale pursuant to any statute, order, decree or judgment of any court.

5.03. Statements by Trustor. Trustor shall, within ten (10) days after written request therefor from Agent, deliver to Agent a written statement, duly acknowledged, stating to the best of its knowledge the unpaid principal of and interest on the Notes and any other amounts or Obligations secured by this Deed of Trust and stating, without waiving any claim against Beneficiary with respect to any offset or defense specifically identified in such statement, whether any offset or defense exists against such principal and interest.

5.04. Reconveyance by Trustee. Upon written request of Agent stating that all indebtedness payable to Beneficiary secured hereby has been paid, and upon surrender of this Deed of Trust and the Notes to Trustee for cancellation and retention and upon payment by Trustor of Trustee's fees, Trustee shall reconvey to Trustor, or to the person or persons legally entitled thereto, without covenant or warranty, expressed or implied, all of the Trust Estate then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in any reconveyance may be described as "the person or persons legally entitled thereto."

5.05. Notices. All notices, requests, approvals, communications and demands to be made hereunder to the parties hereto shall be in writing and shall be delivered by hand, telecopied or telexed, or sent by registered or certified mail through the United States Postal Service, postage prepaid, return receipt requested, to the addresses shown below or such other addresses which the parties may provide to one another in the manner herein provided. (A copy of materials delivered by telecopy shall also be sent by registered or certified mail in the manner required by this Section, but delivery shall be deemed to have occurred upon receipt of the telecopy.) Such notices, requests and demands, if sent by mail, shall be deemed given five (5) days after deposit in the United States mail, and if delivered by hand, shall be deemed given when delivered and if telecopied or telexed, shall be deemed given upon receipt thereby.

5233

To Beneficiary:

Bankers Trust Company  
280 Park Avenue  
New York, New York 10017  
Attention: Donald R. Carse, Jr.,  
Energy Finance Group  
Telex Nos. 62922 BTNY, 233015 BTNY  
Telecopy No. (212) 682-3618

With a copy to:

O'Melveny & Myers  
153 E. 53rd Street  
53rd Floor  
New York, New York 10022-4611  
Attention: Francis J. Burgweger, Jr., Esq.  
Telex No. 129165 MOMSNYK  
Telecopy No. (212) 326-2061

To Trustor:

Crown Pacific, Ltd.  
110 North Marine Drive  
Portland, Oregon 97217  
Attention: Peter W. Stott  
Telex No. [ ]  
Telecopy No. (503) 289-8389

With a copy to:

Ball, Janik & Novack  
One Main Place  
101 S.W. Main Street, Suite 1100  
Portland, Oregon 97204-3274  
Attention: Robert S. Ball, Esq.  
Telex No. (910) 386-8476  
Telecopy No. (503) 295-1058

To Trustee:

Ticor Title Insurance Company of  
California  
421 Southwest Stark Street  
Portland, Oregon 97202  
Attention: Joyce Slough  
Tel. No. [ ]  
Tele No. [(503) ]

5.06. Interpretation. The following rules of construction shall be applicable for all purposes of this Deed of Trust and all documents or instruments supplemental hereto, unless the context otherwise requires:

(a) Section References. All references herein to numbered Articles or Sections or to lettered Exhibits are references to the Articles and Sections hereof and the Exhibits annexed to this Deed of Trust, unless expressly otherwise designated in context.

(b) Include. The terms "include", "including", and similar terms shall be construed as if followed by the phrase "without limitation".

(c) Property. The terms "Collateral", "Land", "Property", "Improvements", "Timber", "Authorizations", "Appurtenant Rights", "Loan Documents", "Rents", "Mineral Rights", "Trust Estate" and "Personal Property" and similar terms (including any terms included within any of the foregoing terms) shall be construed as if followed by the phrase "or any part thereof or any interest therein".

(d) Indebtedness. The term "indebtedness" shall be construed as if followed by the phrase "or any other sums secured hereby, or any part thereof".

(e) Gender. Words of masculine, feminine or neuter gender shall mean and include the correlative words of the other genders, and words importing the singular number shall mean and include the plural number, and vice versa.

(f) Person. The term "person" shall mean and include natural persons, firms, corporations, limited partnerships, general partnerships, joint stock companies, joint ventures, associations, companies, trusts, banks, trust companies, land trusts, business trusts or other organizations, whether or not legal entities, and Governmental Agencies.

(g) Drafter. No inference in favor of any party shall be drawn from the fact that such party has drafted any portion hereof.

(h) Incorporation. The cover page of and all recitals set forth in, and all Exhibits to, this Deed of Trust are hereby incorporated in this Deed of Trust.

(i) Captions. The captions or headings at the beginning of each Section hereof are for the convenience of the parties and are not a part of this Deed of Trust.

(j) Capitalized Terms; References. Capitalized terms not defined herein shall have the meaning given each term in the Acquisition Loan Agreement. References to agreements and other contractual instruments shall be deemed to include all subsequent amendments and other modifications thereto, but only to the extent such amendments and other modifications are not prohibited by the terms of this Deed

of Trust, the Acquisition Loan Agreement or any of the other Loan Documents.

5.07. Invalidity of Certain Provisions. Every provision of this Deed of Trust is intended to be severable. In the event any term or provision hereof or any application of any provision is declared to be illegal or invalid for any reason whatsoever by a court of competent jurisdiction, such illegality or invalidity shall not affect the balance of the terms and provisions hereof or any other application of such provision, which terms and provisions shall remain binding and enforceable. If the lien or charge of this Deed of Trust is invalid or unenforceable as to any part of the indebtedness or the other Obligations secured hereby, or if the lien is invalid or unenforceable as to any part of the Trust Estate, the unsecured or partially secured portion of the indebtedness or Obligations shall be completely paid prior to the payment of the remaining and secured or partially secured portion of the indebtedness or Obligations, and all payments made on the indebtedness or Obligations, whether voluntary or under foreclosure or other enforcement action or procedure, shall be considered to have been first paid on and applied to the full payment of that portion of the indebtedness or Obligations which is not secured or fully secured by the lien of this Deed of Trust.

5.08. Subrogation. To the extent that proceeds of the Notes are used to pay any outstanding lien, charge or prior encumbrance against the Trust Estate, such proceeds have been or will be advanced by Beneficiary at Trustor's request and Beneficiary shall be subrogated to any and all rights and liens held by any owner or holder of such outstanding liens, charges and prior encumbrances, irrespective of whether said liens, charges or encumbrances are released.

5.09. Attorneys' Fees. If the Notes are not paid when due after the expiration of any grace period, or if any Event of Default occurs, Trustor promises to pay all costs of enforcement and collection, including, but not limited to, court costs and reasonable attorneys' fees, whether or not such enforcement and collection includes the filing of a lawsuit. All provisions in this Deed of Trust and the other Loan Documents for payment of attorneys' fees in any suit, action or other proceeding shall be construed to include all such fees at trial, on any appeal, and on any petition for review, in addition to all other sums provided by law.

5.10. Maximum Interest Rate. None of the terms and provisions contained herein or in any of the other Loan Documents shall ever be construed to create a contract for the use, forbearance or detention of money requiring payment of interest at a rate in excess of the maximum interest rate permitted to be charged by applicable law. In the event that Beneficiary, Agent or any Bank collects monies which are deemed to constitute interest which would otherwise increase the effective interest



rate on the indebtedness or the Obligations secured by this Deed of Trust to a rate in excess of the maximum rate permitted to be charged by applicable law, all such sums deemed to constitute interest in excess of such maximum rate shall, at the option of Agent, be credited to the payment of the principal of the indebtedness or the Obligations secured by this Deed of Trust or returned to Trustor.

5.11. Governing Law. The residence and principal place of business of Beneficiary is New York. The parties have agreed that the substantive laws of the State of New York will be applicable for the purpose of determining the interpretation and validity of all of the other Loan Documents and to the greatest extent possible, the rights of the parties under this Deed of Trust. The law of the State of Oregon will be applicable for purposes of determining Beneficiary's right to obtain a deficiency judgment for foreclosure of the Deed of Trust and for the determination of the procedure for exercise of Beneficiary's rights contained in this Deed of Trust.

5.12. Statute of Limitations. Except insofar as now or hereafter prohibited by law, the right to plead, use or assert any statute of limitations as a plea or defense or bar of any kind, or for any purpose, to any indebtedness or Obligation secured or to be secured hereby, or to any complaint, demand or other pleading or proceeding filed, instituted or maintained for the purpose of enforcing this Deed of Trust or any other Loan Document or any rights hereunder or thereunder, is hereby waived by Trustor and its successors or assigns.

5.13. Trust Irrevocable; No Claim. The trust created hereby is irrevocable by Trustor. No claim that Trustor now or may in the future have against Beneficiary, Agent or any Bank shall relieve Trustor from performing any of its Obligations contained herein or secured hereby; provided that the preceding clause shall not constitute a waiver of such claim.

5.14. Corrections. Trustor shall, upon request of Agent, promptly correct any defect, error or omission which may be discovered in the contents hereof or in the execution or acknowledgment hereof, and shall execute, acknowledge and deliver such further instruments and do such further acts as may be necessary or as may be reasonably requested by Agent to carry out more effectively the purposes hereof, to subject to the lien, charge and security interest hereby created any of Trustor's properties, rights or interest covered or intended to be covered hereby, or to perfect and maintain such lien, charge and security interest.

5.15. Further Assurances. Trustor hereby agrees to do or to cause to be done such further acts and things and to execute and deliver or to cause to be executed and delivered such additional assignments, agreements, powers and instruments, as Agent may reasonably require to carry into effect the purposes of

this Deed of Trust or better to assure and confirm unto Beneficiary, Agent and the Banks the rights, powers and remedies granted to each hereunder.

5.16. Counterparts. This Deed of Trust may be executed in several original counterparts. To facilitate filing and recording, there may be omitted from certain counterparts the parts of Exhibit A hereto containing specific descriptions of certain parts of the Trust Estate which relate to land under the jurisdiction of offices or located in cities, towns or counties other than the office or city, town or county in which the particular counterpart is to be filed or recorded. A complete copy of this Deed of Trust is being filed for record in the Office of the County Recorder of Deschutes County, Oregon. Each counterpart shall be deemed to be an original for all purposes, and all counterparts shall together constitute but one and the same instrument; provided, however, Beneficiary and Trustee shall also have the option to exercise all rights and remedies available to Beneficiary and Trustee hereunder and under applicable law as though each counterpart hereof were a separate deed of trust, or other security instrument covering only the portions of the Trust Estate located in the city, town or county wherein such counterpart is recorded.

5.17. Beneficiary Not a Joint Venturer or Partner. Trustor and Beneficiary acknowledge and agree that in no event shall Beneficiary, Agent or any Bank be deemed to be a partner or joint venturer with Trustor. Without limitation of the foregoing, neither Beneficiary, Agent, nor any Bank shall be deemed to be such a partner or joint venturer on account of its becoming a mortgagee in possession or exercising any rights pursuant to this Deed of Trust or pursuant to any other instrument or document evidencing or securing any of the indebtedness or the Obligations secured hereby, or otherwise.

IN WITNESS WHEREOF, Trustor has executed this  
Timberland Deed of Trust, Assignment of Rents and Fixture Filing  
Financing Statement as of the 8th day of April, 1988.

CROWN PACIFIC, LTD.,  
an Oregon corporation

By   
Peter W. Stott

Title: Chairman

5238

STATE OF OREGON  
COUNTY OF MULTNOMAH

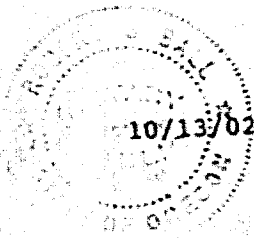
)  
) ss.  
)

On this 5<sup>th</sup> day of April, 1988, before me, the undersigned, a Notary Public in and for said State, personally appeared Robert W. Stott, personally known to me or proved to me on the basis of satisfactory evidence to be the persons who executed the within instrument as the President of Crown Pacific, Ltd., the corporation that executed the within instrument, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

NOLAN S. BARN

Notary Public in and for Oregon  
said State (Seal) exp. 4/27/89



10/13/0217/02

SCHEDULE A TO DEED OF TRUST

5239

NAMES OF THE BANKS

Name:

Bankers Trust Company,  
a New York banking corporation

Address:

Bankers Trust Plaza  
New York, New York 10005

Name:

United States National Bank of Oregon,  
a national banking association

Address:

321 S.W. 6th Avenue  
P.O. Box 4412  
Portland, Oregon 97208

10/13/0217-SA/01

## EXHIBIT A

KLAMATH COUNTY  
CRESCENT CREEK BLOCK

| <u>Township</u> | <u>Section</u> | <u>Subdivision</u>   |
|-----------------|----------------|--|
| T25S R7E        | 25             | W $\frac{1}{2}$ SE $\frac{1}{4}$ ; SE $\frac{1}{4}$ SE $\frac{1}{4}$ ; less 11.02 acres railroad right-of-way                            |
| T24S R8E        | 2              | Lots 2, 3, 4; SW $\frac{1}{2}$ NE $\frac{1}{4}$ ; S $\frac{1}{2}$ NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ ; W $\frac{1}{2}$ SE $\frac{1}{4}$ |
|                 | 3              | All  |
|                 | 8              | Lots 1, 2, 7, 8; E $\frac{1}{2}$ SE $\frac{1}{4}$  |
|                 | 9              | All  |
|                 | 10             | All  |
|                 | 11             | W $\frac{1}{2}$ NE $\frac{1}{4}$ ; W $\frac{1}{2}$ ; SE $\frac{1}{4}$  |
|                 | 14             | NE $\frac{1}{4}$ ; N $\frac{1}{2}$ NW $\frac{1}{4}$ ; SW $\frac{1}{2}$ NW $\frac{1}{4}$ ; NW $\frac{1}{2}$ SW $\frac{1}{4}$              |
|                 | 16             | All  |
|                 | 20             | SE $\frac{1}{2}$ NW $\frac{1}{4}$ ; N $\frac{1}{2}$ SW $\frac{1}{4}$ ; SW $\frac{1}{2}$ SW $\frac{1}{4}$                                 |
|                 | 21             | All  |
|                 | 28             | N $\frac{1}{2}$ ; NE $\frac{1}{2}$ SW $\frac{1}{4}$ ; NW $\frac{1}{2}$ SE $\frac{1}{4}$  |
| T25S R8E        | 2              | Lots 1, 2; S $\frac{1}{2}$ NE $\frac{1}{4}$ ; less 7.51 acres railroad right-of-way  |
| T27S R8E        | 21             | That portion of N $\frac{1}{2}$ SW $\frac{1}{4}$ ; lying east of BH-RR right-of-way  |



LITTLE DESCHUTES BLOCK (Klamath County portion only)

5241

| <u>Township</u> | <u>Section</u> | <u>Subdivision</u>   |
|-----------------|----------------|--|
| T23S R9E        | 2              | SW $\frac{1}{4}$ NW $\frac{1}{4}$ ; NW $\frac{1}{4}$ SW $\frac{1}{4}$  |
|                 | 3              | Lots 1, 2, 3, 4; SW $\frac{1}{4}$ NW $\frac{1}{4}$ ; SE $\frac{1}{4}$ SW $\frac{1}{4}$ ; SE $\frac{1}{4}$  |
|                 | 4              | Lots 1, 2, 3, 4; S $\frac{1}{2}$ N $\frac{1}{2}$ ; N $\frac{1}{2}$ SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ SW $\frac{1}{4}$ ; NW $\frac{1}{4}$ SE $\frac{1}{4}$  |
|                 | 5              | Lots 1, 2, 3, 4; S $\frac{1}{2}$ N $\frac{1}{2}$ ; W $\frac{1}{2}$ SW $\frac{1}{4}$  |
|                 | 9              | SE $\frac{1}{4}$ NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ ; NE $\frac{1}{4}$ SE $\frac{1}{4}$ ; S $\frac{1}{2}$ SE $\frac{1}{4}$  |
|                 | 10             | E $\frac{1}{2}$ ; E $\frac{1}{2}$ W $\frac{1}{2}$ ; SW $\frac{1}{4}$ SW $\frac{1}{4}$  |
|                 | 11             | S $\frac{1}{2}$ NW $\frac{1}{4}$ ; W $\frac{1}{2}$ SH $\frac{1}{4}$  |
|                 | 14             | W $\frac{1}{2}$ NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ SW $\frac{1}{4}$ ; E $\frac{1}{2}$ SE $\frac{1}{4}$  |
|                 | 15             | N $\frac{1}{2}$ ; SW $\frac{1}{4}$ ; W $\frac{1}{2}$ SE $\frac{1}{4}$  |
|                 | 20             | N $\frac{1}{2}$ ; E $\frac{1}{2}$ SE $\frac{1}{4}$   |
|                 | 21             | N $\frac{1}{2}$ N $\frac{1}{2}$ ; SW $\frac{1}{4}$ SH $\frac{1}{4}$  |
|                 | 22             | W $\frac{1}{2}$ NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; N $\frac{1}{2}$ SW $\frac{1}{4}$ ; SE $\frac{1}{4}$  |
|                 | 23             | E $\frac{1}{2}$ SE $\frac{1}{4}$ ; NW $\frac{1}{4}$ NW $\frac{1}{4}$   |
|                 | 24             | W $\frac{1}{2}$ SW $\frac{1}{4}$   |
|                 | 25             | SE $\frac{1}{4}$ SW $\frac{1}{4}$ ; and that portion of W $\frac{1}{2}$ NW $\frac{1}{4}$ lying North and West of U.S. Hwy. 97  |
|                 | 26             | NE $\frac{1}{4}$ NE $\frac{1}{4}$ ; S $\frac{1}{2}$ NE $\frac{1}{4}$ ; that portion of SE $\frac{1}{4}$ SW $\frac{1}{4}$ east of irrigation ditch; W $\frac{1}{2}$ SE $\frac{1}{4}$ ; that portion of SE $\frac{1}{4}$ SE $\frac{1}{4}$ west of U.S. Hwy. 97 |
|                 | 28             | W $\frac{1}{2}$  |
|                 | 29             | NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ SW $\frac{1}{4}$ ; SW $\frac{1}{4}$ SE $\frac{1}{4}$ ; E $\frac{1}{2}$ SE $\frac{1}{4}$  |
|                 | 32             | E $\frac{1}{2}$ NE $\frac{1}{4}$   |
|                 | 33             | N $\frac{1}{2}$ NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ SW $\frac{1}{4}$ ; NW $\frac{1}{4}$ SE $\frac{1}{4}$   |
|                 | 34             | E $\frac{1}{2}$ SE $\frac{1}{4}$ ; SW $\frac{1}{4}$ SE $\frac{1}{4}$ ; less 23.22 acres hwy. right-of-way  |
|                 | 35             | E $\frac{1}{2}$ ; E $\frac{1}{2}$ W $\frac{1}{2}$ ; that portion of SW $\frac{1}{4}$ NW $\frac{1}{4}$ Southeast of irrigation ditch; W $\frac{1}{2}$ SW $\frac{1}{4}$ less hwy. right-of-way   |
|                 | 36             | NE $\frac{1}{4}$ ; E $\frac{1}{2}$ NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ ; W $\frac{1}{2}$ SE $\frac{1}{4}$  |
| T24S R9E        | 1              | W $\frac{1}{2}$ NE $\frac{1}{4}$ ; E $\frac{1}{2}$ NW $\frac{1}{4}$ ; NE $\frac{1}{4}$ SW $\frac{1}{4}$  |
|                 | 2              | Lots 3, 4; SW $\frac{1}{4}$ NW $\frac{1}{4}$   |
|                 | 3              | Lots 1, 2; S $\frac{1}{2}$ NE $\frac{1}{4}$ ; S $\frac{1}{2}$ NW $\frac{1}{4}$ ; N $\frac{1}{2}$ SH $\frac{1}{4}$ ; SW $\frac{1}{4}$ SW $\frac{1}{4}$ ; NW $\frac{1}{4}$ SE $\frac{1}{4}$ ; less 5.03 acres hwy. right-of-way                                |
|                 | 4              | SE $\frac{1}{4}$ NE $\frac{1}{4}$ ; E $\frac{1}{2}$ SE $\frac{1}{4}$ ; less 18.37 acres hwy. right-of-way  |
|                 | 9              | N $\frac{1}{2}$ ; N $\frac{1}{2}$ S $\frac{1}{2}$ ; less 24.40 acres hwy. right-of-way   |
|                 | 10             | W $\frac{1}{2}$ NW $\frac{1}{4}$ ; NW $\frac{1}{4}$ SW $\frac{1}{4}$   |

EXHIBIT B  
TO THE DEED OF TRUST  
DESCRIPTION OF PERSONAL PROPERTY

The following, to the extent that any part thereof constitutes or is held to be personal property:

Any and all buildings, structures, fixtures and improvements now or hereafter erected on or appurtenant to that certain land (the "Land") located in the Counties of Crook, Deschutes, Grant, Jefferson, Klamath and Wheeler in the State of Oregon, more particularly described in Exhibit A to the Timberland Deed of Trust, Assignment of Rents and Fixture Filing Financing Statement to which this Exhibit B is attached including all machinery, attachments, appliances, and other equipment including leased equipment to the extent of Trustor's leasehold interest and the lease pursuant to which such equipment has been leased now or hereafter incorporated into or attached to said buildings, structures, fixtures and improvements, and all support and ancillary facilities, all roads and miscellaneous storage and parking areas, including all replacements and substitutions of and additions and accessions to the foregoing (collectively the "Improvements");

All crops and all trees, timber, whether severed or unsevered and including standing and down timber, stumps and cut timber remaining on the Land, logs and other forest products, whether now located on or hereafter planted or growing in or on the Land (the "Timber");

All water, steam, thermal energy and other geothermal resources and all oil, gas, hydrocarbons, gravel, phosphate, limerock, coal and other mineral resources and subterranean substances, and all existing or hereafter acquired surface and subsurface water and water rights and shares of stock evidencing the same, and all products thereof (the "Minerals") and all surface access and mining rights in, on, under or pertaining to the Land, and all royalty, leasehold and other rights of Trustor pertaining thereto and all agreements providing for the payment to Trustor of royalties (including overriding royalties) or other payments derived from any part of the Land and all production payments, farm-out agreements, unit agreements and other similar agreements and rights pertaining thereto (collectively the "Mineral Right");

All leases, subleases, franchises, licenses, tenancies, concessions and rental, hiring and occupancy agreements in any way now or hereafter appertaining to the Land (including all guarantees, modifications, amendments, supplements, replacements, renewals and extensions thereof) now or hereafter existing, and all right, title and interest of

Debtor thereunder, including without limitation, all cash or security deposits, advance rentals, and deposits or payments of similar nature;

All revenues, rents, issues, profits, royalties, proceeds, income and other benefits (collectively the "Rents"), derived from the Land or the Improvements or the Timber or the Mineral Rights, including without limitation all Rents under all agreements providing for the payment of royalties (including overriding royalties) derived from any part of the Property and all issues and profits from the sale or other disposition of Timber or of Mineral Rights or from any leasing of the Trust Estate;

All permits, entitlements, licenses, orders, approvals, exemptions, authorizations, certifications, franchises, building permits, subdivision approvals, timber harvesting plan reviews and approvals, site plan reviews, environmental approvals (including an environmental impact statement or report if required under applicable law for Trustor's acquisition or disposition of the Land or harvesting of the Timber or otherwise), sewer and waste discharge permits, water appropriative rights and permits, zoning and land use entitlements and other authorizations whether now existing or hereafter issued to or obtained by or on behalf of Trustor that relate to or concern in any way the Land, the Improvements, the Timber or the Mineral Rights, and are given or issued by any governmental or quasi-governmental authority (collectively the "Authorizations");

All easements, rights-of-way and rights now owned or hereafter acquired by Trustor and used or usable in connection with or appurtenant to the Land or the Improvements, including, without limiting the generality of the foregoing, all easements, reciprocal easement agreements, rights and rights-of-way to enter, use, occupy and have access to all portions of the Improvements that may be located off the Land, if any, and all rights to the use of logging roads and common drive entries, and all tenements, hereditaments, easements and appurtenances of and to the Land, and all existing or hereafter acquired surface and subsurface water and water rights and shares of stock evidencing the same (collectively the "Appurtenant Rights");

All air rights, development rights, zoning rights or other similar rights or interests which benefit or are appurtenant to the Land or the Improvements or any or all thereof and any proceeds arising therefrom (collectively the "Development Rights");

All interests, estates or other claims, both in law and in equity, which Trustor now has or may hereafter acquire in the Land, the Improvements, the Timber, the Mineral Rights, the Authorizations, the Appurtenant Rights and the

Development Rights (collectively the "Property") and all right, title and interest now owned or hereafter acquired by Trustor in and to any greater estate in the Property;

All other claims or demands, both in law and in equity, including claims or demands with respect to the proceeds of insurance, which Trustor now has or may hereafter acquire in all of the foregoing (the Land and all of the foregoing are collectively referred to as the "Trust Estate") or any part thereof, and any and all awards heretofore or hereafter made for the taking by eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of the Trust Estate, including, without limitation, any awards resulting from a change of grade of streets and awards for severance damages or any other damage to any part of the Trust Estate for which compensation shall be given by any governmental or quasi-governmental authority;

All proceeds in whatever form from sale or other disposition of the Land, the Timber, the Mineral Rights or any other part of the Trust Estate;

Trustor's rights under all insurance policies covering the Trust Estate, and all proceeds, loss payments and premium refunds payable regarding the same;

All causes of action, claims, compensation, awards, damages, recoveries and proceeds awarded to Trustor with respect to the Trust Estate or any other property described in this Exhibit B by reason of (i) any taking of the Trust Estate or such other property for public or quasi-public use under the power of eminent domain (including any sale in lieu of condemnation) or (ii) any damage to the Trust Estate or such other property by reason of any taking or public improvement or inverse condemnation or (iii) for any loss or diminution in the value of the Trust Estate or such other property;

All plans prepared for the harvesting or cutting of timber;

All of Trustor's rights in the proceeds of the Loan evidenced by the Notes;

All trademarks and brands used by Trustor in connection with the Timber;

The following accounts of Trustor established at United States National Bank of Oregon, a national banking association, and all funds therein: the Operating Account, Account No. 01C-0661-222; the Ochoco Deposit Account,

5245

Account No. 010-4549-191; and the Bull Springs Deposit Account,  
Account No. 010-4549-233; and

The proceeds of all of the foregoing.

10/13/0217-B/01

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of KLAMATH COUNTY TITLE the 8th day  
of April A.D. 19 88 at 9:52 o'clock A M., and duly recorded in Vol. M88  
of Mortgages on Page 5199.

FEE \$235.00

Evelyn Biehn County Clerk  
By Bernetha D. Litch