Recording Requested By And When Recorded Mail To: O'Melveny & Myers

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153 East 53rd Street 53rd Floor New York, New York 10022-4611 Attn: Francis J. Burgweger, Jr., Esq.

K-40283 ASSIGNMENT OF RENTS, LEASES, TIMBER CUTTING AND PURCHASE CONTRACTS AND AUTHORIZATIONS

Vol. M88 Page

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THIS ASSIGNMENT is made as of the 8th day of April, 1988 from CROWN PACIFIC, LTD., an Oregon corporation, whose address is 110 North Marine Drive, Portland, Oregon 97217 ("Assignor"), to BANKERS TRUST COMPANY, a New York banking corporation, whose address is Bankers Trust Plaza, New York, New York 10005 ("Agent"), as agent for the banks named in Schedule A attached hereto and made a part hereof and such other financial institutions as become parties to the Acquisition Loan Agreement (defined in the second Whereas Clause below) in accordance with the provisions thereof (the "Banks") for its benefit and the ratable benefit of the Banks (the Banks and Agent are collectively referred to as "Assignee").

WHEREAS, Assignor is the present owner of the real property described in Exhibit A attached hereto and made a part

WHEREAS, Agent has agreed to act as agent for the Banks which are willing to issue a commitment (the "Commitment") to make loans (the "Loan") to Assignor, in an aggregate principal amount not to exceed Thirty-Three Million Dollars (\$33,000,00) pursuant to that certain Secured Acquisition Loan Agreement among Assignor, each of the Banks and Agent dated as of even date herewith (the "Acquisition Loan Agreement"), which Loan is evidenced by promissory notes, dated of even date herewith, issued by Assignor pursuant to the Acquisition Loan Agreement, which notes have been or will be delivered to and are payable to the order of each of the Banks (the "Note"). All capitalized terms used herein and not defined shall have the meanings ascribed to them in the Acquisition Loan Agreement;

WHEREAS, Assignor as borrower under the Acquisition Loan Agreement has applied the proceeds of the Loan to pay a portion of the costs of purchasing the Land, which consists of approximately 258,200 acres of timber-producing and other real property and all improvements, Timber and Minerals located

WHEREAS, the Banks, as a condition to making the Loan, have required the execution and delivery of this Assignment by Assignor;

WHEREAS, the repayment of the Note and the performance of the obligations of Assignor under the Acquisition Loan Agreement are secured by and/or have the benefit of a Deed of Trust, Assignment of Rents and Fixture Filing Financing Statement, dated as of even date herewith, among Assignor as trustor, Ticor Title Insurance Company of California as trustee and Agent, for its benefit and the ratable benefit of the Banks, as beneficiary (the "Deed of Trust"), encumbering the Land and recorded concurrently with the recordation of this Assignment in the Official Records of the Counties of Crook, Deschutes, Grant, Jefferson, Klamath and Wheeler in the State of Oregon, a Security Agreement, dated as of even date herewith, between Assignor as debtor and Agent, for its benefit and the ratable benefit of the Banks, as secured party (the "Security Agreement"), UCC-1 Financing Statements, UCC-1A Financing Statements and this Assignment of Rents, Leases, Timber Cutting and Purchase Contracts and Authorizations (collectively, together with any other document or instrument now or hereafter executed by Assignor granting to Agent or the Banks or both a security interest in, or Lien on, or present interest in, the Collateral, the "Security Documents");

NOW, THEREFORE, in consideration of the making of the Loan, Assignor does presently hereby represent, warrant, covenant and agree as follows:

1. Assignment.

(a) <u>Matters Assigned</u>. Assignor hereby presently assigns, conveys and transfers over to Assignee all of Assignor's right, title and interest now owned or hereafter acquired in and to the following:

(i) all (A) leases, subleases, franchises, licenses, tenancies, concessions and rental, hiring and occupancy agreements (including all guarantees, modifications, amendments, supplements, replacements, renewals and extensions thereof) covering, affecting or connected with the use, hiring, occupancy, management, harvesting, maintenance or operation of the Timberland or any portion thereof now or hereafter existing; and (B) all right, title and interest of Assignor thereunder including, without limitation, all cash or security deposits, advance (collectively the "Leases");

(ii) 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

(vii) each of the permits, entitlements, licenses, orders, approvals, exemptions, authorizations,

(vi) all the revenues, rents, issues, profits, royalties, proceeds, income and other benefits derived from the Timber, the Timber Agreements, the Minerals, the Mineral Rights and the Related Rights described in clauses 1(a)(i) through (v) inclusive above (collectively the "Rents"); and

any and all present and future amendments, modifications, supplements, extensions and renewals to any (v) of the contracts, agreements, arrangements and rights described in clauses 1(a) (i) through (iv) inclusive, and all guaranties of the obligations of any third Persons thereto

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 snares 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, and all royalty, leasehold and other rights of Assignor pertaining thereto and all agreements providing for the payment to Assignor 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 Rights");

the Cutting Rights Agreements, Purchase (iii) Orders and Harvesting Contracts (collectively the "Timber Agreements") *identified on Exhibit B attached hereto and made a part hereof; *and Option, all as (iv)

planted or growing in or on the Land ("Timber") and all agreements, contracts or arrangements whereby Assignor has granted, grants or will grant rights to other Persons to cut, harvest or otherwise remove Timber from the Land (the "Cutting Rights Agreements") and all purchase orders, purchase and sale agreements or other arrangements whereby Assignor, as seller, is or may become obligated to cut, harvest or otherwise remove Timber (whether from the Land or elsewhere) and sell or deliver such Timber to third Persons (the "Purchase Orders") and all agreements, contracts or arrangements whereby third Persons have granted or will grant to Assignor the right to cut, harvest or otherwise remove Timber from property other than the Timberland and all rights of Assignor to cut, harvest or otherwise remove Timber from property other than the Timberland (the

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certifications, franchises, environmental approvals and other authorizations, whether now existing or hereafter issued to or obtained by or on behalf of Assignor, that relate to or concern the Timberlands in any way and are given or issued by any Governmental Agency or quasi-governmental Person (the "Authorizations").

(Each of the Leases, Cutting Rights Agreements, Purchase Orders, Harvesting Contracts, Mineral Rights, Related Rights and Authorizations is sometimes referred to as an "Assigned Agreement" and collectively sometimes referred to as the "Assigned Agreements".)

(b) <u>Rights Included in Assignment</u>. The foregoing assignment includes, without limitation, all rights of Assignor under the Assigned Agreements:

 (i) to demand, sue for and receive payment of the Rents and all awards in lieu thereof made in any bankruptcy, insolvency or reorganization proceedings;

(ii) to sue for and receive damages payable to Assignor upon termination of any of the Assigned Agreements;

(iii) to sue for and receive damages arising upon default by the other party to any of the Assigned Agreements:

(iv) to cure any defaults by Assignor under the Assigned Agreements; and

(v) to give or receive any notice, consent, waiver or approval under the Assigned Agreements, to exercise any election or option thereunder or in respect thereof, or any release or other instrument, and to do any and all other things Assignor is entitled to do under the Assigned Agreements.

Assignor's Rights Prior to Default. Unless and (c) until the occurrence and continuance of an Event of Default by Assignor under the Acquisition Loan Agreement, Assignor shall have the right, subject to the provisions of the Acquisition Loan Agreement, to exercise all rights under or with respect to the Assigned Agreements, including the right to receive and collect all Rents, provided that in any event all 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 required by Section 2.7 of the Acquisition Loan Agreement. Notwithstanding anything to the contrary contained herein, Assignor shall not amend, modify, supplement, surrender, terminate or cancel any Assigned Agreement or waive, release or discharge any right or claim thereunder or permit any of the foregoing whether or not an Event of Default shall have occurred, without the prior written consent of Agent.

(c) <u>Assignee in Possession</u>. No entry by Assignee the Timberland under the terms of this Assignment shall make Assignee a party in possession in contemplation of the law, except at the option of Assignee, exercised by giving written No entry by Assignee upon Default by Assignor. foregoing assignment, Assignor hereby authorizes Assignee, by Agent or its employees, at its option to be exercised by written Agent of its employees, at its option to be exercised by written Notice by Agent to Assignor, after the occurrence and during the Continuation of an Fwant of Default: to enter upon the Timberland notice by Agent to Assignor, after the occurrence and during the Continuation of an Event of Default, to enter upon the Timberland 'and hu Agent chall currender (and Assignor immediately after demand by Agent shall surrender

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(D) Assignor Remains Responsible. Notwithstanding and other provision contained in this Assignment, (i) Assignor shall Assignor Remains Responsible. Notwithstanding any at all times remain liable under the Assigned Agreements to perform, and shall perform, all of its obligations thereunder to the same extent as if this assignment had not been executed (ii) the same extent as if this Assignment had not been executed, (ii) the same extent as if this Assignment had not been executed, (if) the exercise by Assignee of any of the rights assigned hereunder shall not release Assignor from any of its obligations under any Assigned Agreement of the Loan Doguments (iii) Assignee shall be Snall not release Assignor from any of its ourgations under any Assigned Agreement or the Loan Documents, (iii) Assignee shall be under no obligation to cure any default of Assignor under any Assigned Agreement nor be liable for such default and (iv) Assignee shall not be bound by any payment to Assignor of Rent

(iii) this Assignment shall not place upon Assignee, Agent or any Bank any responsibility for the operation, control, care, or management of the Timberland or any portion thereof, it being understood and agreed by Assignor that all responsibility for the operation, control, Care, or management of the Timberland shall be that of Assignor prior to the exercise by Assignee of its rights of

(ii) nothing contained herein shall obligate Assignee, Agent or any Bank to perform any of the agreements, covenants or obligations contained in any Assigned Agreement or otherwise impose any obligation upon Assignee, Agent or any Bank with respect to any Assigned

take possession of the Timberland in accordance with Section 3: (i) neither Assignee, Agent nor any Bank assumes any of Assignor's obligations concerning any Assigned

Extent of Assignee's Obligations. 5250 (a) Assignee Not Responsible Prior to Exercise of Rights. It is expressly understood and agreed by Assignor that Rights. It is expressly understood and agreed by Assignor that unless and until Assignee exercises its rights to enter upon and in accordance with contion 3.

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possession of the Timberland to Agent) and to collect in the name of Assignor or in its own name or in the name of the Banks, the Rents accrued but unpaid and in arrears at the date of the Event of Default, as well as the Rents thereafter accruing and becoming payable during the continuance of the Event of Default and to observe, perform and discharge all of the obligations agreed to be performed by, or imposed upon, Assignor under the Assigned Agreements, and/or perform all acts which Agent deems necessary or advisable in its sole discretion to protect the benefits and Security thereof. To this end, Assignor hereby irrevocably authorizes and directs each person who shall be a party to or liable for the performance of any of the Assigned Agreements, upon written notice from Agent after the occurrence of an Event of Default to attorn to the Banks as owner of the Assigned Agreements and to pay Rents to, and to observe and perform the Agreements and to pay Rents to, and to observe and perform the obligations under the Assigned Agreements to or for, Agent and accept performance of same from Agent as though the Banks were the party named in the Assigned Agreements. Assignor hereby irrevocably constitutes and appoints Agent as its attorney-in-fact, with full power of substitution, which power is coupled with an interest, upon the occurrence and during the

continuation of an Event of Default, acting in Agent's own name,

authorizes Assignee upon the occurrence and during the Management by Assignee. Assignor also hereby Continuance of an Event of Default, at Assignee's option, to assume the management, operation and maintenance of the Timberland and to perform all acts Agent in its sole discretion deems necessary and proper and to expend such sums out of Rents as may be needed in connection therewith, in the same manner and to the same extent as Assignor might have done, including, without limiting the generality of the foregoing, the right to effect new Assigned Agreements, to cancel, surrender, alter or amend the terms of, and/or renew then-existing Assigned Agreements, and/or to make concessions to parties to the Assigned Agreements. Assignor hereby releases, waives and discharges all claims of any kind or nature against Assignee, Agent or any Bank arising out of such use, management, operation and maintenance, or by virtue of this Assignment, excepting the liability of Assignee, Agent or any Bank to account as hereinafter set forth and excepting claims arising from Assignee's, Agent's or any Bank's gross negligence or willful misconduct. Assignee, Agent Bank's gross negligence or willful misconduct. Assignee, Agend and the Banks shall not be liable for any damage occurring during Assignee's possession of the Timberland except damage arising from Assignee's, Agent's or any Bank's gross negligence or willful misconduct. Upon such entry pursuant to Section 3(a), Agent shall, after payment of all proper charges and expenses, Agent snall, arter payment of all proper charges and expenses, including, without limitation, reasonable compensation to such manager as it may select and employ, and after the accumulation of a reasonable reserve to meet foreseeable Operating Expenses payable in connection with the Timberland, Credit the net amount of the Rents received by it by virtue of this Assignment to any

amounts due and owing to Assignee by Assignor under the terms of the Security Documents and the Note, the Acquisition Loan Agreement, the Timber Maintenance Agreement, the Ochoco Deposit the "Loan Documents"), in the order of priority set forth in the for more monies than it actually receives from the Timberland; nor shall it be liable for failure to collect Rents.

(c) No Cure of Default. The exercise of any of the foregoing rights or remedies by Assignee, Agent or any Bank shall not cure or waive any Event of Default or waive, modify or affect invalidate any act done pursuant to any such notice. The exercise of such rights shall not constitute a waiver of any of the remedies of Assignee, Agent or any Bank under the Loan Documents, or existing at law or in equity.

(d) Assignment upon Foreclosure. Assignee is hereby authorized, but not required, to assign the Assigned Agreements Timberland or any part thereof by virtue of foreclosure proceedings under the Deed of Trust; to sell the same with the power of sale or otherwise as though the Assigned Agreements had Assigned Agreements with or without consideration to or for the been for any part thereof of Trust; and to assign the been for any part thereof of Trust; and to assign the been for any part without consideration to or for the Trust is assigned; provided, that after a foreclosure of the Deed of Agreements shall be liable to account to Assignor for any Rents

4. No Impairment of Benefits. Assignor covenants not to do any act which would destroy or impair the benefits to Assignee of this Assignment.

Enforcement and Performance. Assignor shall at all 5. times diligently enforce or cause to be enforced its rights in, and the obligations of the other parties to, the Assigned Agreements and shall promptly perform all of the obligations of Assignor under the Assigned Agreements and shall give prompt notice to Agent of any claim made by any other party thereto that Assignor has failed to perform any of said obligations and shall promptly deliver to Agent copies of all notices, demands, complaints, or other communications received by or given by Assignor in connection with the Assigned Agreements, unless otherwise directed by Agent in writing, and shall, at Assignor's sole cost and expense, appear in and defend Assignee, Agent and any Bank in any action or proceeding in any way connected with any of the Assigned Agreements (unless relating to the claim of any person claiming solely by, through or under Assignee, Agent or any Bank), and shall pay all reasonable costs and expenses, including, without limitation, reasonable attorneys' fees, which

Assignee, Agent or any Bank may incur in connection with Assignee's, Agent's or any Bank's appearance, voluntarily or otherwise, in any such action or proceeding (unless relating to any such claim).

Indemnity. Assignor shall indemnify, defend and hold 6. harmless Assignee and all present, past and future holders of the Note from and against any and all losses, liabilities, obligations, claims, demands, damages, penalties, judgments, costs, and expenses, howsoever and by whomsoever asserted, arising out of or in any way connected with this Assignment or the Assigned Agreements (including without limitation any alleged negligence of Assignee, Agent or any Bank or any alleged obligation or undertaking on Assignee's, Agent's or any Bank's part to perform or discharge any of the obligations contained in any Assigned Agreement); and all such losses, liabilities, obligations, claims, demands, damages, penalties, judgments, costs and expenses shall be deemed added to the indebtedness secured by the Security Documents and shall be secured thereby. Notwithstanding any other provision of this Section 6, Assignor shall not be obligated to indemnify and hold harmless Assignee, Agent or any Bank or any such holder of the Note from and against any claims, suits, proceedings, costs or expenses which arise out of Assignee's, Agent's or any Bank's or any such Note holder's gross negligence or willful misconduct. The provisions of this Section 6 shall not apply to any loss, liability, obligation, claim, demand, damage, penalty, judgment, cost or expense to the extent that any of the foregoing arises out of any event or transaction occurring after foreclosure of the Deed of Trust.

7. <u>Reimbursement of Expenditures; Interest Rate on</u> <u>Default</u>. Assignor shall pay, immediately upon demand, all sums expended by Assignee, Agent or any Bank under the authority hereof, together with interest thereon at the rate specified in the Acquisition Loan Agreement for interest on the Note after Events of Default.

8. Notice of Default to Other Parties. Assignor hereby agrees that the giving of written notice by Agent to any party (other than Assignor) under any of the Assigned Agreements, of the occurrence and continuation of an Event of Default shall be absolute and unconditional as to any performance required by any other party to such Assigned Agreement, on and after the date of such notice. Such other party shall be entitled to rely exclusively on any such notice given by Agent and shall not incur any liability to Assignor or any other party by reason of any action taken in reliance upon any such notice.

9. <u>Representations and Warranties</u>. Assignor represents and warrants: that the copies of the Assigned Agreements delivered to Agent are true, correct and complete and represent all of the Assigned Agreements entered into by, or issued to, Assignor as of the date of delivery to Agent; that the Assigned Agreements have not been amended or modified except as disclosed in writing to Agent; that Assignor has not made any previous

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assignment, transfer or encumbrance of its interest in any of the Assigned Agreements, and has not made any prior assignment of the Rents and Assignor agrees not to assign, sell, pledge, transfer, or otherwise encumber its interest in the Rents or any of the Assigned Agreements, except as permitted in the Acquisition Loan Agreement; that no default by Assignor exists under any of the Assigned Agreements and that no event has occurred or exists which, with notice or lapse of time or both, would constitute a default by Assignor thereunder; and that, to the best knowledge of Assigner, no default by any other party exists under any Assigned Agreement and no event has occurred or exists which, with notice or lapse of time or both, would constitute a default by any such party thereunder.

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10. <u>Notice</u>. All notices hereunder shall be delivered in accordance with the provisions set forth in the Acquisition Loan Agreement.

11. Term of Assignment. This Assignment shall remain in full force and effect as long as the Note and any other Obligations of Assignor to Assignee, Agent or the Banks, remain unpaid or outstanding or any Commitment of any Bank to Assignor under the Acquisition Loan Agreement remains outstanding; <u>provided</u> that full reconveyance of the Deed of Trust by Assignee upon payment in full of the Note and other Obligations shall operate as a full and complete release of all of Assignee's (and its successors' and assigns') rights and interests hereunder, and after the Deed of Trust has been fully reconveyed, this Assignment shall be void and of no further effect.

12. Interpretation.

(a) <u>Successors</u>. The provisions of this Assignment shall be binding upon Assignor, its legal representatives, successors and assigns and shall be for the benefit of Assignee, its successors and assigns.

(b) <u>Rights Cumulative; No Waiver</u>. The rights granted Assignee under this Assignment or other Loan Documents or allowed it by law or equity shall be cumulative and may be exercised at any time and from time to time. No failure on the part of Assignee to exercise, and no delay in exercising, any right shall be construed or deemed to be a waiver thereof, nor shall any single or partial exercise by Assignee of any right preclude any other or future exercise thereof or the exercise of any other right.

(c) <u>Severance</u>. If any provision of this Assignment or any application of any provision shall have been declared invalid, illegal or unenforceable by any court of competent jurisdiction in any jurisdiction, such declaration shall not affect or impair the validity, legality and enforceability of such provisions in any other jurisdiction or of any other

provisions of this Assignment or of the other Loan Documents or any other application of such provisions.

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Amendment. This Assignment may not be amended, modified or changed, nor shall any waiver of any provision hereof be effective, except by an instrument in writing signed by the party against whom enforcement of the amendment, modification,

Choice of Law; Courts; Service of Process. residence and principal place of business of the Agent is the (e) State of 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 Loan Documents and to the greatest extent possible, the rights of the parties under the Deed of Trust and this Assignment of Rents. 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 this Assignment of Rents (to the extent that this Assignment of Rents affects real property) and for the determination of the procedure for exercise of Beneficiary's rights contained in the Deed of Trust and this Assignment of Rents (to the extent that this Assignment of Rents affects real property).

(f) Further Assurance. Assignor shall execute and deliver to Assignee, during the term of this Assignment, such further instruments or assignments as may be necessary to make this Assignment effective. This Assignment is intended to cover the Rents and all Assigned Agreements now or hereafter created which affect the Land or the Timberland. Nevertheless, Assignor agrees to execute specific assignments of the Rents and all Assigned Agreements hereafter made or entered into affecting any portion of the Land or the Timberland at any time on demand of Assignee. Furthermore, Assignor agrees to deliver to Assignee copies of all Assigned Agreements as and when executed or

(g) <u>Counterparts</u>. This Assignment 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 Land 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 Assignment 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, Assignee shall also have the option to exercise all rights and remedies available to Assignee hereunder and under applicable law as though each counterpart hereof were a separate Assignment covering only the portions of the Land



located in the city, town or county wherein such counterpart is recorded.

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the day and year first above written.

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Address:

110 North Marine Drive Portland, Oregon 97217

CROWN PACIFIC, LTD., an Oregon corporation

Sw By: \ Peter W. Stott

Chairman

STATE OF OREGON

County of Multnomah)

This instrument was acknowledged before me on April 5,1988 by $\frac{1010 \times 1010}{1010}$ as the <u>ChAnnuar</u> of CROWN PACIFIC, LTD., an Oregon corporation.

Ball BALL

Notary Public in and for said State and County My Commission Expires: 4/24/81

64/03/0059/02

SCHEDULE A

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NAME OF BANKS

Name:

Address:

Bankers Trust Company, a New York banking corporation Bankers Trust Plaza New York, New York 10005

Name:

Address:

United States National Bank of Oregon, a national banking association 321 Southwest Sixth Avenue P.O. Box 4412 Portland, Oregon 97208 Attn: Sally J. Williams, A.V.P. Commercial Services

64/03/0059-A/01

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EXHIBIT A ASSIGNMENT OF RENTS AND LEASES (DESCRIPTION OF THE LAND)

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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

KLAMATH COUNTY CRESCENT CREEK BLOCK

Township	Section	
T255 R7E	25	Subdivision
T24S RBE	2	Whyself; SELSEL; less 11.02 acres railroad right-of-way
	3 8 9 10	Lots 2, 3, 4; SW4NE4; S4NH4; SW4; H4SE4 All Lots 1, 2, 7, 8; E4SE4 All All
	11 14 16 20	WWWE4; W4; SE4 NE4; N4NW4; SW4NW4; NW4SW1 A]]
T255 RBE	21 28	SELAWY: NYSWY: SHYSWY All Ny: NEYSWY: NWYSEY
TZTS RBE	2	Lots 1. 2; SyNEz; less 7.51 acres railroad
	21	That portion of NaSWa: lying east of BN-RR right-of-way

Exhibit A Klamath County p. 1 of 2

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LITTLE DESCHUTES BLOCK (Klamath County portion only)

Township	Section	Subdivision
1235 R9E	• 2	SWENNE; HUESNE
	3	Lots 1, 2, 3, 4; SHANHA; SE4SH4; SE4 Lots 1, 2, 3, 4; S4N4; N4SW4; SE4SW4;
	4	Lots 1, 2, 3, 4, 3242, 12243, 324344,
	<i>r</i>	NW\$SE\$ Lots 1, 2, 3, 4; 55N\$; ₩\$SW\$
	5 9	SELNWA; SWA; NEWSEN; SKSEN
	10	EK; EKK; SHSSWS
	10	Synhis: Mishik
	14	HYNNY; SHISHI; EISEI
	15	NY; SW4; HYSEY
	20	NL; ELSEL
	21	NIZNIZ; SHIZSHIZ
	22	WYNEX; NHX; NYSWX; SEX
	23	ELEL; NWENNE
	24	MASHA
	25 .	SELSWL; and that portion of WLNWL lying
	23	North and West of U.S. Hwy. 97
	26	NEWNER: SENER: that portion of SERSMA
		east of irrigation ditch; WySEk; that
		portion of SE4SE4 west of U.S. Hwy. 97
	28	M.
	29.	NEW; SEWSWY; SWYSEY; EWSEW
	32	ELNEX
	33	NYNWY; SWYNWY; SHYSWY; NWYSEY
	34	ELSEL; SWLSEL; less 23.22 acres nwy.
		-icht_of_way
	35	FL. FLWL. that portion of SWANWA Southeast
		of irrigation ditch; WaSN's less hwy.
		right-of-way
	36	NEW; ELANWA; SWANWA; SWA; WASELA
T245 R9E	1	WYNEY; EYNWY; NEYSWY
	2	Lots 3, 4; SWENNE
	3	Lots 1, 2; SINER; SINWR; NISHA; SHASHA;
		NHASEL: less 5.03 acres hwy. right-of-way
	4	SELNEL; ELSEL; less 18.37 acres hwy.
	_	right-of-way
	9	Nis; NisSis; less 24.40 acres hwy. right-
		of-way
	10	WYWE; HUESWE



GRANT COUNTY

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IZEE BLOCK

	Section	Subdivision
Tounship T165 R27E	8 16 22 23 30 36	NULNEL; N ¹ SNUL; SULNUL All NLSUL; SELSUL; NULSEL SEL Lot 1; WLNEL; NELNUL NL

CROOK COUNTY FOLEY BUTTE BLOCK (Crook County portion only)

Township	Sectio	n <u>Subdivision</u>	
TI3S RISE	: 1		
	5	Lots 1, 2, 3, 4; SELNEL; SELSWL; SE	ŀr
	• 7	Seysey	•
	8	WENEY; EXSULT SULCTION	
	9		
	12	NEZ: NESEL; SELSEL	
	17	AIL	. •
	18	NL	
		Newney	
T125 R16E	1	A11	
	2	All	
	3	Lots 1. 2. CLARTIN OF	
	4	LOES I-4: Skille Subcute and	
	9 10		
	10	NSS Start Skewler Subert	
	12 .	"2, SET	
	13	N ^L ; SWL All	
	14		
	15	NI: IIISHI: SEL WI: NELSEL	
	16	A11	
	21	Windly; Sijsij	
	22	NYNWY: SULNUL, cl.	
	23 24	STNEY: ELNAY. MUCHTLE CONTRACT	
	25		
	26	State Stand	
	27	N4: E45W4: SE4 SW4N114: SI4	
	28	All	
	33	A11	
	34	A11	
	35	NELNEL: SIMEL: WISNIL: SELSWIL: SEL NELNEL: WIEL: VI. SELSWIL: SEL	
	-36	NEWNEY; WILEY; WISHY; SELSWY; SEL	
TIJS RIGE	1		
-	2	Lots 3 and 4	
	3	Lots 1-6, 11, 12 and 15	
	4		
	5	Lots 1-3; Stanet; Setanul; Lots 3, 4; Stanut;	
	6	LOLE 7-7. Stillard and	
	12	South 490' of SE's east of County road	
	13 14	All of County road	
	17	E4 S4	
	18	SEx	
	20	II's N's	
	23	SYNEL; ELSWENNIC; SELENNIC; SH	
	26	Myney.	
the second s			
T125 R17E	6	A11 -	
	7	A11	
	18	Lots 1-4; Eight NEL, Mer	•
		"T FEELLONSI	
whibit a cro	30	Lots 1, 2; NEX; Eshily	
			C. S.

OCHOCO CREEK BLOCK

Township

Section

Subdivision

5262

T145 R18E	13	NINEL; SWINEL; NWI; part of NISWI North
		of County road
	14	Es lying North of County road
	16	All All
	20	NEY
	21	
	22	N ¹ s; NELSE's North of Highway 26
	23	
	24	SELNEL; ELSEL
		SI MWE; SI NISHHI
	27	All
	34	ATT
T155 R18E	_	
1105 KTO5	3	All
	8	SIMER: SEL
	9	Na; Swa; Sisei
	10	Nat: Nrcm
	16	Nys Nysyy Att
	17	8
T135 R19E	33	
	34	NEW; NEWSWA; NUSEL
	~	NWC: NUNISHE
T145 R19E	5	
	ž	SELINEL; ELSEL
	•	StylEk; SEk, and Lot 4; EXCEPTING a tract
		of land containing 4.5 acres, and EXCEPTING any of SEx lying South of Cares, and EXCEPTING
	•	any of SE's lying South of County road
	8	
		and SW& lying North of County road
	17	Sister and SEL and NEL County road
		SISWa; and SEx and NEISWa South of Endicett Logging Road
	18	
		Lots 1, 2; SELSWA; SLSEL; parts of NELNEL; SLANEL and SELNUL North of Cause
		Signey and SEigning North of County road
		- Vuu

T165 R21E

Exhibit

Crook County p

4 Lots 3, 4; Simula 5 Simeley; Sele; Eissnie; Shieshie 8 Nighti

	COINTRY		
JEFFERSON			
Stevenson 1	Block		
Township	Section	Subdivision	
Townsarp	-	and a shall	
T115 R18E	1	NEWSHY: SYSY	
	2	SłąSłą	
	3 4	sis Sisniy; sis	
	- 4 5	SYNER: SER	
	8 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -	EL	
	9	AT1	
	10	All	
	· · 11 · · ·	A11	
	12	A11	
	13	A11 A11	
	14	All	
	15	Â	
	16 17	EL	
	20	SEL	
	21	ATT	
	22	A11	
	23	ATT IN A REAL PROPERTY AND A R	
	24	All shares and shares and shares	
	25	A11	
	26	A11 A11	
	27 28	ÂÌÌ	
	29	EL	
	31	Lots 2, 3, 4; Exels; Es	
	32	A11	•
	33	A11	
	- 34	A11	
	- 35	All All, less 11.32 acres rig	ht-of-way rd. #505
	36	All, icas inter a	
	6	Lot 7; SELSWL	
T115 R198	7	Lots 1 - 4; Eiskis	
•	18	Lots 1 - 4; Eldis	
	19	Lots 1, 2, 4; Eights	
	30	Lots $1 - 4$; Eights Lots $1 - 4$; Eights	
•	31	Lots 1 - 4; E-2014	

Exhibit A Jefferson Co. p. 1 of 2

Poley But	te Block:	(Jefferson County portion only)
Township	Section	Subdivision
TI25 RISE	35	114
TIIS RIGE	13 14 22 23 24 25	EHSEH; SWHSEH SHHR; WHSEH WHSEH; SEHSEH WHSEH; SEHSEH; NHP3; EHSWH; SWHSWH; SEH NEH; SHNWH; SH All, less 8.65 acres right-of-way for County road
	26 27 28 29 32 33 34 35 36	All All Signig; Sig EigSEig NE4; NigNE4; NigSE1g; SE1gSE1g All All All All, less 6.85 acres right-of-way for County road
T125 R16E	5 6 7 8 17 18 19 20 29 30 31 32	Lots 1 - 4; SINEL; SELINWA; SI SELSWA; NELSEL Lot 4; EL; ELMA SINEL; WA; SEL All All Fractional Lots 1 - 4; NEL; ELNWA; NELSWA; NESEL All All Lot 4; SINEL; ELSWA; SEL Lots 1 - 4; NUNEL; SWANEL; ELMA; WASEL NH; NWASEL
T115 R17E	16 17 18 19 20 21 22 26 27 28 29 30 31 32 33	SWW SWS SVSS: NEWSEW Lot 4: SEWSWW: SUSEW Lots 1 - 4: NEW: ENGWS: NUSEW NUS: NUSWW: SEW SUSW SUSW WW: SUSEW SWW WW: SEW. NEWS 3.90 acres County road All. less 6.98 acres County road All. less 6.98 acres County road NEWNEW: SUMWS: SW Lots 1 - 4: ENGWS: ENSEW: SWWSEW: less 5.35 acres County road Lots 3, 4: ENSEWS All All
• 1	34 35 36	A11 A11 A11

Exhibit A Jefferson Co. p.2 of 2

WHEELER COUNTY

1

ROWE CREEK BLOCK

Township TBS RZZE	Section 7 8 13 14 15 16 17 20 21	Subdivision Lots 3, 4; SELNEL; NELSWL Lots 2, 3, 4; SELNWL; ELSWL; SEL That portion of WL, West of John Day Hwy. All All Lots 1, 2, 3; NLNEL; SWLNEL; ELNWL
	22 23 24 26 27 28 34 35	E4 Lots 1, 2, 3; NE4; E4NW4; SW4SE4 Lots 1, 2; NE4; E4NW4 That portion of W4NW4 West of John Day Highway Lots 3, 4; E4SW4 All N4HE4; SW4NE4; SE4NW4 Lots 1 - 4; E4SW4; E4SW4; W4SE4; SE4SE4 Lots 1 - 4; S44NE4; E4SW4; SE4

\$**265**

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MOUNTAIN CREEK BLOCK

Township	Section	Subdivision
T115 R22E	24 25 36	NigSWe: SEASWe: SEA: less 2.22 acres NER: EASER NER: EASER
7125 R22E	23 24 25 26	sen Ny Eirsen Nivener
T115 R23E	30	Lots 1, 2, 3: SLATE, TIME
T125 R23E	18 26 27 28 29 30 31 32 33 34 35	Lots 1, 2, 3; SHANEHE; EHENNING; NEHESHHE; NHESEHE Lots 1 - 4; SHANEHENHINE; SEHENHINE; EHESHINE; SEHE SWIZ; NHESEHE; SHIKSEHE EHESEHE; SHIKSEHE HIGHANEHE; NHHE: NHESHIKE; SHIKSHIKE Lot 4; SEHESEHE Lots 3, 4; SHANEHE; EHESHIKE; SEHE MEMOREK; HING; SHANEK; SHE MEMOREK; MEMORIE; SHANE; SHE Alij

LINEBAR BLOCK		ter en la construcción de la constr La construcción de la construcción d
Township	Section	Subdivision
T125 R20E	- 6 7 8	WYSEY; SEYSEY; LOT 7; EYSWY All SY: SYMEN; NWANWY; WYSWANWY; SEASNUMHY; SEINNY; LESS 32 05
	9 13 15 16	SEANING; Jess 32.05 acres sold to State of Oregon SWENNE; SHE Lot 8; SH Lot 7; SHSEL Portion of NASKA; that portion of SHSNE west of county road WENE; SEANEL; WH; SEL
	21 22 23 24 25 26 27 35 36	All NWW: SH NEW: SH All All EH: WWWW: SWW: less 4.0 acres in SWM:SEW NH All
T125 R21E	18 19 20 29 30	Lot 4; SELSHL; SHLSEL All Shly; Shlsel Hz All

DOLLARHYDE BLOCK

TOWNSHIP	SECTION	SUBDIVISION
T125 R21E	23	SE-1/4 NE-14
	24 25 36	SW-1/4; E-1/2 SE-1/4; E-1/2 ALL ALL ALL ALL
T125 R22E	19	Lots 1-4; E-1/2 NE-1/4; E-1/2 SW-1/4; SP-1/4;
	20 21	W-1/2; SE-1/4 W-1/2; SW-1/4
	28	less R/W NW-1/A NE 2/4
	29 30 31	All, less R/W All Fraction
	32	Lots 1, 2, 3; E-1/2; E-1/2 W-1/2 NW-1/4

5267

DESCHUTES COUNTY

BULL SPRINGS BLOCK

	Township	Section		5268
	T165 R10E	6 7	Subdivision Lots 3, 4; Sy Lots 1, 2, 5, 6; WySEk; SEk SE line conn. NE corner to 5 Lots 1, 2, 3, 4, 5; Portions WySEk; SWy All, less 3 acres	SELSHUL ly SH corner 5 Lot 6;
		ا ۵ 5 9 لم 10 مم 10 مم	ot 4; 145; SH4SE4; parts of 1 4MW4SE4; NH4NE4SE4; SM4NE4SI of SE4 of Lot 2 0ts 1 - 4; W4E45; SW4; SE4NH4 14NW4; SH4NH4; NE4NH4 1	NHANEL
	1 1 10 19 20 21	6 A1 7 A11 8 A11 A11		
	22 23 24 25 26 27 28 20	A11 A11 W5: A11 A11 - A11 A11	SEX	
	29 30 31 32 33 34 35 36	A11 A11 A11 A11 A11 A11 A11 A11		
7175 R1		A71 A71 A71 A71 A71 A71 A71		
	7 8 9 10 11 12 13	A]] NI4HE4; S NI4; NE4SI NI4; NI4SI4; A]] A]] A]] A]] A]]	Elynely Ma: Sely Selysha: Sysely	

Î

BULL SPRINGS BLOCK (cont.)

Township Section Subdivision **T175 RIDE** 16 Eş 21 NELNEL: ELSEL 22 A11 23 A11 24 A11 25 A11 26 A11 27 ES: NHS 34 NEILNELS; ELSELS; SWISSELS; SEILSHIS 35 36 A11 TI8S RIDE 1 Lots 1 - 4; Signis; NigSEig less 3.68 acres 2 Lots 1 - 4; SYNIS; NHESELS; NESHES 3 All Fractional 4 SignEla; SEia less road r/w 3.66 acres **T16S R11E** 30 Lots I - 4; NEWNWA; ELSWA 31 Lots 1, 2; EISNHIK **T175 R11E** 6 Lot 7; SE4SW4; S4SE4 8 SWA 9 NES; SWS 15 W4; W4SE4 16 A11 17 NEY 18 Lots 3, 4; NE4; E4SW4; SE4 19 All Fractional 20 A11 22 Was: SEA; WasNEA; parts of SEANEA S. of road 23 Por. of NWANES; WAWSESSWA; WASWA outside 26 Part of WaNHa; NWaSWa; Hest of Park 27 Ma; SWk; WasEk; HElaSEla; ex park 28 ATT 29 A11 30 A11 31 A11 32 A11 33 NIS: SHIL; NISEL; SHISEL 34 NWs ex park T185 R11E 4 Lot 4; SINNIS 5 Lots 1 - 4; SINIS; NISSHIS; NURSES 6 Lots 1 - 6; SELNWA; SLINEL; NELSEL; NELSWA; less 5.71 acres right-of-way

Deschutes County p. 2 of



Exhibit

A

2

1.1.1

LITTLE DESCHUTES BLOCK (Deschutes County portion only)

Township	Sectio	0
T225 R9E		Subdivision
LECO KAF	1	
	2	Sishwa: Nisswa
	3	SIS: SISNIS
	10	A11
	11	
	12	N'4; SW14; N'45E14 NW14NW14
	14	WL5
	15	All loss a sa
	21	All, less 3.95 acres road r/w
	22	A11
	23	All
	25	ELNEL - WLMP
		ELNEL; WISNWA; part of SELNWA west of County road; less 3.51 across west of
	25	County road; less 3.51 acres road r/w All less 1.38 acres road r/w
	27	All, less 1.38 acres road r/w
	28	All
	29	ATT
	31 32	5 acres in SWs of Lot 2
	33	All, less 4.87 acres road r/w
	33 34	All, less 4 50 acres road r/w
	35	All deres road r/w
	35	Why: Werke Merson
	30	SELNEL: NYL FLOOD
		SEWEW: NWW: EWSEW: SW4SEW: less 5.57 acres road r/w
T215 R10E	4	
	5	Sing
	ž	Lots 1, 2; SLINEL
	8	STA AT MELA CRIANA
7775	-	WYNWS SEANNY
T225 RIDE	30	
		Lots 1 -4; less 8 acres in NHA Lot 1; EsdMa; MasEEc; less 7.10 acres model 1;
	31	Eight; Masser; less 8 acres in Mile Lot 1; Lots 1 -4; Masser; Masser; Masser; Fully
		1.92 acres road r/w

Exhibit A

Deschutes County p. 3 of 4



Deschutes County

Santian Block

TOWNSHIP

SECTION

21

5

23

SUBDIVISION

T14S R9E

145 R9E

W-1/2 W-1/2; SE-1/4 SW-1/4; S-1/2 SE-1/4; portions of E-1/2 NW-1/4; NE-1/4 SW-1/4; N-1/2 SE-1/4; EXCEPTING THEREFROM those certain portions which lie within the boundaries of Glaze Meadow Homesite Section, 7th, 9th, 10th, 11th & 12th Additions of Black Butte Ranch.

The surface mineral rights (including gravel, rock and cinders) on the following property:

Lots 2, 3 & 4; S-1/2 N-1/2; SW-1/4; SE-1/4.

All, less the West 170 feet of the NW-1/4 NW-1/4, also known as Glaze Meadow Homesite Section, 6th Addition of Black Butte Ranch.

That certain Option recorded of even date herewith from Willamette Industries Inc. in favor of Crown Pacific Ltd. to purchase the "Quarry Property".

Quarry Property

Quarry

Property

145 R9E

Exhibit A

Deschutes County p. 4 of 4

EXHIBIT B

5272

ASSIGNMENT OF RENTS, LEASES, TIMBER CUTTING AND PURCHASE CONTRACTS AND AUTHORIZATIONS

All of Debtor's present and future right, title and interest in that certain Log Purchase and Sale Agreement dated Products Company, L.P., as buyer. * April 6

That certain Option recorded of even date herewith from Willamette Industries Inc. in favor of Crown Pacific Ltd. to purchase the "Quarry Property".

64/03/0059-C/02

STATE O	F OREGON: C	OUNTY OF KL	AMATH.				
Filed for	record at reque	stof					
FEE	\$135.00	ofMor	8- at	<u>unty Title</u>	and duly recorded	8th 1 in Vol.	day
	64 1657 - 687 - 987 941 - 987 941 - 987 94 - 988 94 - 988 94 - 988 94 - 988 94 - 988 94			Evelyn Biehn By	County (lerk Litel	
						- perocen	