

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

NOVEMBER 1988 AMENDMENT AND  
SUPPLEMENT TO (A) TIMBERLAND DEEDS  
OF TRUST, ASSIGNMENTS OF RENTS AND  
FIXTURE FILING FINANCING STATEMENTS  
AND (B) ASSIGNMENTS OF RENTS,  
LEASES, TIMBER CUTTING AND PURCHASE  
CONTRACTS AND AUTHORIZATIONS

THIS NOVEMBER 1988 AMENDMENT AND SUPPLEMENT TO (A) TIMBERLAND DEEDS OF TRUST, ASSIGNMENTS OF RENTS AND FIXTURE FILING FINANCING STATEMENTS AND (B) ASSIGNMENTS OF RENTS, LEASES, TIMBER CUTTING AND PURCHASE CONTRACTS AND AUTHORIZATIONS (herein called the "November 1988 Supplement to Recorded Documents") is dated as of the 18th day of November, 1988 between Crown Pacific, Ltd., an Oregon Subchapter S Corporation ("Trustor") and Bankers Trust Company, a New York banking corporation ("Agent"), as agent for the banks named on Schedule A to the April 1988 Deed of Trust (defined below) and such other financial institutions as become parties to that certain Acquisition Loan Agreement identified below, in accordance with the provisions thereof ("Banks"), for the benefit of Agent and the ratable benefit of the Banks (Agent and the Banks are collectively referred to herein as "Beneficiary").

RECITALS

A. The Banks had previously made loans (the "Loans") to Trustor evidenced by promissory notes dated April 8, 1988 (the "Notes") in the original principal amount of THIRTY-THREE MILLION and NO/100ths DOLLARS (\$33,000,000.00).

B. The Loans were secured by, among other things, a Timberland Deed of Trust, Assignment of Rents and Fixture Filing Financing Statement dated as of April 8, 1988 (the "April 1988 Deed of Trust") executed by Trustor as trustor thereunder, in favor of Agent for the benefit of Beneficiary, and recorded in the Official Records of the following counties in the State of Oregon on the dates and in the books at pages or as the instruments indicated:

<u>County</u>	<u>Recordation</u>			<u>Date</u>
	<u>Book and</u>	<u>Inst.</u>	<u>or</u>	
	<u>Page</u>	<u>No.</u>		
Crook		87019		4/ 8/88
Deschutes	161 1832			4/ 8/88
rerecorded	166 1262			7/ 6/88
Grant	59 276			4/ 8/88
Wheeler		M-25-116		4/ 8/88
Jefferson		880804		4/ 8/88
Klamath	M88 5199			4/ 8/88

C. The Loans were made and are governed by the terms of a certain Secured Acquisition Loan Agreement dated as of April 8, 1988 (the "April 1988 Loan Agreement") executed by Trustor, as borrower, and Agent as agent, and the Banks, as lender.

D. The principal amount of the Loans was decreased from \$33,000,000 to \$25,000,000 by a partial payment in September 1988, and the maturity date of the indebtedness was extended, in accordance with that certain Amendment Number One dated as of September 16, 1988 among Trustor, as borrower, and Agent as agent and the Banks, as lender ("Amendment Number One"), which Amendment Number One amended the April 1988 Loan Agreement. Trustor executed and delivered Amended and Restated Promissory Notes, dated April 8, 1988 and amended and restated on September 16, 1988 (the "Restated Notes"), to reflect the changes in the Loans.

E. Trustor and Agent for the benefit of Beneficiary executed and delivered that certain Amendment and Supplement to Timberland Deed of Trust, Assignment of Rents and Fixture Filing Financing Statement made effective as of September 16, 1988 (the "September 1988 Supplement") and recorded in the Mortgage Records of Klamath County, Oregon in Volume M88 at page 15270 on September 16, 1988, and in the Official Records of the Counties of Crook, Deschutes, Grant, Jefferson, and Wheeler, State of Oregon on or near September 16, 1988 (the April 1988 Deed of Trust, as amended by the September 1988 Supplement, is hereinafter referred to as "Deed of Trust A") in order to amend and supplement the April 1988 Deed of Trust to reflect the change in the amount of indebtedness secured by the April 1988 Deed of Trust and the extension of the maturity date of the indebtedness evidenced by the Restated Notes.

F. Trustor executed and delivered that certain Timberland Deed of Trust, Assignment of Rents and Fixture Filing Financing Statement dated as of September 16, 1988 ("Deed of Trust B") and recorded in the Mortgage Records of Klamath County, Oregon in Volume M88 at page 15191 on September 16, 1988, and in the Official Records of Lake County, Oregon as Fee No. 67874 on September 16, 1988 (Deed of Trust A and Deed of Trust B are hereinafter collectively referred to as the "Deeds of Trust") in order to encumber certain additional properties located in Lake County and Klamath County, Oregon securing the Loan.

G. The amount of the Loans has been increased from \$25,000,000 to \$27,000,000 pursuant to that certain Second Amendment to Secured Acquisition Loan Agreement dated as of September 18, 1988 among Trustor, as borrower, Agent, as agent, and the Banks, as lender (the "Second Amendment"), and Trustor has executed and delivered a promissory note payable to the order of Bankers Trust Company, dated November 18, 1988, in the amount of \$2,000,000 (the "November 1988 Note") to evidence the increase in the Loans.

H. Trustor and Beneficiary desire to amend and supplement each of the Deeds of Trust, as well as that certain Assignment of Rents, Leases, Timber Cutting and Purchase Contracts and Authorizations dated as of September 16, 1988 (the "September 1988 Assignment of Rents") and recorded in the Mortgage Records of Klamath County, Oregon in Volume M88 at page 15240 on September 16, 1988 and in the Official Records of Lake County, Oregon as Fee No. 67875 on September 16, 1988 to reflect the change in the amount of indebtedness secured by the Deeds of Trust and evidenced under the Assignment of Rents.

#### AGREEMENT

NOW THEREFORE, for valuable consideration, the Deeds of Trust are hereby amended and supplemented as follows:

1. Increase in Amount of Indebtedness. The indebtedness evidenced by the Restated Notes and the November 1988 Note (collectively the "Notes") and as evidenced and/or secured by the Deeds of Trust, Assignment of Rents and other Loan Documents is increased from \$25,000,000 to \$27,000,000.

2. Obligations Secured. In addition to the obligations specified in the Deeds of Trust, the Deeds of Trust shall secure performance and payment of every

obligation, covenant and agreement of Trustor contained (a) in the Loan Agreement, as amended by Amendment Number One and as further amended by the Second Amendment to reflect the \$2,000,000 increase in the amount of the Loans, (b) in that certain Assignment of Rents, Leases, Timber Cutting and Purchase Contracts and Authorizations, dated as of April 8, 1988, from Trustor, as assignor, to Agent, for its benefit and the ratable benefit of the Beneficiary, as assignee, (c) in the September 1988 Assignment of Rents, as amended by this November 1988 Supplement to Recorded Documents, and (d) in each of the Loan Documents (as defined in Deed of Trust B) as such Loan Documents may have been amended, modified or restated.

3. Full Force and Effect. Except as amended and supplemented hereby, the terms, covenants and agreements of the Deeds of Trust remain unchanged, and as amended and supplemented continue in full force and effect.

4. Counterparts. This November 1988 Supplement to Recorded Documents may be executed in counterparts that together constitute one and the same instrument.

## TRUSTOR:

CROWN PACIFIC, LTD.,  
an Oregon corporation

By: Roger L. Krage

Roger L. Krage, Secretary

## BENEFICIARY:

BANKERS TRUST COMPANY,  
a New York banking corporation,  
as Agent on behalf of Beneficiary

By: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF OREGON )

County of MULTNOMAH ) ss.

The foregoing instrument was acknowledged before  
me this 18<sup>th</sup> day of November, 1988 by Roger L. Krage as  
Secretary of CROWN PACIFIC, LTD., an Oregon corporation, on  
behalf of the corporation.

Robert H. Huntington  
Notary Public for Oregon

My commission Expires: 8-31-92

STATE OF NEW YORK )

County of New York ) ss.

The foregoing instrument was acknowledged before  
me this \_\_\_\_\_ day of November, 1988 by \_\_\_\_\_, who  
resides at \_\_\_\_\_, of BANKERS TRUST COMPANY, a New  
York banking corporation, as Agent on behalf of the  
Beneficiary.

Notary Public for New York

My commission Expires: \_\_\_\_\_

TRUSTOR:

CROWN PACIFIC, LTD.,  
an Oregon corporation

By: \_\_\_\_\_

Roger L. Krage, Secretary

BENEFICIARY:

BANKERS TRUST COMPANY,  
a New York banking corporation,  
as Agent on behalf of Beneficiary

By: \_\_\_\_\_

MARCUS M. TARKINGTON  
Title: VICE PRESIDENTSTATE OF OREGON )  
 ) ss.  
County of \_\_\_\_\_ )

The foregoing instrument was acknowledged before  
me this \_\_\_\_ day of November, 1988 by Roger L. Krage as  
Secretary of CROWN PACIFIC, LTD., an Oregon corporation, on  
behalf of the corporation.

\_\_\_\_\_  
Notary Public for Oregon  
My commission Expires: \_\_\_\_\_

STATE OF NEW YORK )  
 ) ss.  
County of New York )

The foregoing instrument was acknowledged before  
me this 18th day of November, 1988 by Marcus M. Tarkington, who  
resides at 280 Park Ave. N.Y.C., N.Y. of BANKERS TRUST COMPANY, a New  
York banking corporation, as Agent on behalf of the  
Beneficiary.

Barbara Kuegel  
Notary Public for New York  
My commission Expires: 3/21/90

DW/045710/246/6L3G111X  
11/17/88

5

**BARBARA KUEGEL**  
Notary Public, State of New York  
No. 41-4924442  
Qualified in Queens County  
Commission Expires March 21, 1990

STATE OF OREGON: COUNTY OF KLAMATH: ss. \_\_\_\_\_

Filed for record at request of Klamath County Title Co. the 28th day  
of Nov. A.D., 1988 at 8:56 o'clock A.M., and duly recorded in Vol. M88  
of Mortgages on Page 20029.

FEE \$33.00

Evelyn Biehn, County Clerk

By Douglas Muelendore