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Attn: Yutaka Ishizaka, Esq.

K-41513

ASSIGNMENT OF CONTRACTS AND AUTHORIZATIONS

THIS ASSIGNMENT OF CONTRACTS AND AUTHORIZATIONS ("Assignment") is made as of the 7th day of July, 1989 from CROWN PACIFIC, LTD., an Oregon corporation, whose address is 1500 S.W. First Avenue, Suite 1170, Portland, Oregon 97201 ("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 Credit 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 hereof (the "Land");

WHEREAS, Agent has agreed to act as agent for the Banks which are willing to issue commitments (the "Commitments") to make loans (the "Loans") to Assignor, in an aggregate principal amount not to exceed One Hundred Ninety-Two Million Dollars (\$192,000,000) pursuant to that certain Senior Secured Bridge Loan, Harvest Loan, Working Capital and Acquisition Facility Agreement among Assignor, each of the Banks and Agent dated as of even date herewith (the "Credit Agreement"), which Loans are evidenced by promissory notes, dated of even date herewith, issued by Assignor pursuant to the Credit Agreement, which notes have been or will be delivered to and are payable to the order of each of the Banks (the "Notes"). All capitalized terms used herein and not defined shall have the meanings ascribed to them in the Credit Agreement;

WHEREAS, Assignor as borrower under the Credit Agreement has applied the proceeds of the Loans to repay certain existing indebtedness and to pay a portion of the costs of purchasing a portion of the Land, which Land comprises approximately 191,300 acres located in the State

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of Washington and approximately 165,700 acres located in the State of Oregon of timber-producing and other real property including, without limitation, all Improvements, Timber and Minerals (subject, inter alia, to reservations by Assignor's grantor as to the portion concurrently being purchased) located thereon (the "Real Property");

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

WHEREAS, the repayment of the Notes, and the payment and performance of the other Obligations of Assignor under the Credit Agreement and this Assignment are secured by and/or have the benefit of a Timberland Deed of Trust, Assignment of Rents and Fixture Filing Financing Statement, dated as of even date herewith, among Assignor as trustor, Tigor Title Insurance Company of California as trustee and Agent, for its benefit and the ratable benefit of the Banks, as beneficiary, encumbering the portion of the Real Property located in Oregon and recorded concurrently with the recordation of this Assignment in the Official Records of the Counties of Crook, Deschutes, Douglas, Jefferson, Lake and Klamath in the State of Oregon (the "Oregon Deed of Trust") and a Timberland Deed of Trust, Assignment of Rents and Fixture Filing Financing Statement, dated as of even date herewith, among Assignor as trustor, Stewart Title Guaranty Co. as trustee and Agent, for its benefit and the ratable benefit of the Banks, as beneficiary, encumbering the portion of the Real Property located in Washington and recorded concurrently with the recordation of this Assignment in the Official Records of the Counties of Island, King, Skagit, Snohomish and Whatcom in the State of Washington (the "Washington Deed of Trust") (the Oregon Deed of Trust and the Washington Deed of Trust are collectively referred to as the "Deeds of Trust"), an Assignment of Rents and Leases, dated as of even date herewith, between Assignor as assignor and Agent, for its benefit and the ratable benefit of the Banks, as assignee, with respect to the portion of the Real Property located in Oregon, and recorded concurrently with the recordation of this Assignment in the Official Records of the Counties of Crook, Deschutes, Douglas, Jefferson, Lake and Klamath in the State of Oregon (the "Oregon Assignment of Rents"), and an Assignment of Rents and Leases, dated as of even date herewith, between Assignor as assignor and Agent, for its benefit and the ratable benefit of the Banks, as assignee, with respect to the portion of the Real Property located in Washington, and recorded concurrently with the recordation of this Assignment in the Official Records of the Counties of Island, King, Skagit, Snohomish and Whatcom in the State of Washington (the "Washington Assignment of Rents") (the

Oregon Assignment of Rents and the Washington Assignment of Rents are collectively referred to as the "Assignment of Rents") 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"), that certain Acquisition Deposit Agreement dated as of even date herewith, among First Interstate Bank of Oregon, N.A. as account agent, Assignor and Assignee, for its benefit and the ratable benefit of the Banks (the "Acquisition Deposit Agreement"), that certain Bridge Deposit Agreement, dated as of even date herewith, by and among First Interstate Bank of Oregon, N.A. as account agent, Assignor and Assignee, for its benefit and the ratable benefit of the Banks (the "Bridge Deposit Agreement"), that certain Harvest Deposit Agreement, dated as of even date herewith, by and among United States National Bank of Oregon as account agent, Assignor and Assignee, for its benefit and the ratable benefit of the Banks (the "Harvest Deposit Agreement"), that certain Operating Deposit Agreement, dated as of even date herewith, by and among United States National Bank of Oregon as account agent, Assignor and Assignee, for its benefit and the ratable benefit of the Banks (the "Operating Deposit Agreement"), that certain Reserve Deposit Agreement, dated as of even date herewith, by and among United States National Bank of Oregon as account agent, Assignor and Assignee, for its benefit and the ratable benefit of the Banks (the "Reserve Deposit Agreement") and that certain Tax Deposit Agreement, dated as of even date herewith, by and among First Interstate Bank of Oregon, N.A. as account agent, Assignor and Assignee, for its benefit and the ratable benefit of the Banks (the "Tax Deposit Agreement"), an Assignment in Trust dated as of even date herewith, by and between Assignor, as assignor and Agent, for its benefit and the ratable benefit of the Banks, as assignee, with respect to the Assignments of the U.S. Forest Service Agreement (the "Assignment in Trust") and UCC-1 Financing Statements, and UCC-1A and UCC-2 Fixture Filings/Financing Statements and this Assignment (collectively, together with any other document or instrument now or hereafter executed by Assignor granting to Assignee, Agent or the Banks or both a security interest in, or Lien on, or present interest in, the Collateral, the "Security and Assignment Documents");

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

1. Assignment.

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

(i) all agreements, contracts, arrangements or other Contractual Obligations, whether now existing or hereafter entered into, whereby Assignor or its predecessors in interest have granted, grant or will grant to third Persons the right to cut, harvest or otherwise remove from the Real Property or elsewhere (to the extent Assignor has an interest in such rights) crops or trees, timber, whether severed or unsevered and including standing and down timber, stumps and cut timber remaining on the Real Property, and logs, woodchips and other forest products, whether now located on or hereafter planted or growing in or on the Real Property or elsewhere and now or hereafter removed from the Real Property or elsewhere (collectively "Timber") for sale or other disposition (collectively the "Cutting Rights Agreements") and all timber sales agreements, log sales agreements, purchase orders, purchase and sale agreements and other Contractual Obligations whether now existing or hereafter entered into, whereby Assignor, as seller, is or may become obligated to cut, harvest or otherwise remove Timber harvested from the Real Property or elsewhere or otherwise to obtain Timber and to sell, exchange or deliver such Timber to third Persons (collectively the "Timber Sales Agreements") and all agreements, contracts, or other Contractual Obligations, whether now existing or hereafter entered into, whereby third Persons have granted or will grant to Assignor the right to cut, harvest or otherwise remove Timber from real property not owned by Assignor at the pertinent time and all other rights of Assignor to cut, harvest or otherwise remove Timber from real property not owned by Assignor at the time in question (collectively the "Harvesting Contracts") including, Timber Sales Agreements, Cutting Rights Agreements, and Harvesting Contracts to which the Real Property is subject and to which Scott Paper was a party immediately prior to the delivery hereof or which Assignor otherwise acquires from Scott Paper pursuant to the Scott Paper Purchase Agreement, each of which is identified on Exhibit B attached hereto and made a part hereof (collectively the "Acquired Timber Cutting and Timber Sales Agreements") (the Cutting Rights Agreements, Timber Sales Agreements, Harvesting Contracts and Acquired

Timber Cutting and Timber Sales Agreements are collectively referred to as the "Timber Agreements");

(ii) all royalty and other contractual rights (excluding leaseholds) of Assignor pertaining to 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 Real Property (the "Minerals") and all surface access and mining or drilling rights in, on, under or pertaining to the Real Property, to the extent that the foregoing do not constitute real property under applicable law, 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 Real Property and all production payments, farm-out agreements, unit agreements and other similar agreements and rights pertaining thereto (collectively the "Mineral Rights");

(iii) any and all present and future amendments, modifications, supplements, extensions and renewals to any of the contracts, agreements, arrangements and Contractual Obligations described in clauses 1(a)(i) and (ii) inclusive, and all guaranties of the obligations of any third Persons thereto (collectively the "Related Rights");

(iv) All revenues, issues, profits, royalties, proceeds, income and other benefits (excluding rents) derived from the Timber Agreements, the Minerals, the Mineral Rights, the Related Rights and from the personal property described in this Section 1(a) (collectively the "Revenues");

(v) any and 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 Assignor's acquisition or disposition of the Real Property or harvesting of the Timber or for any other operations of Assignor), 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 Assignor that relate to or concern in any way the acquisition, ownership, development, occupancy, use, operation, maintenance, management, restoration or disposition of all or any part of the Real Property, the Improvements, the Timber, the Minerals, the Mineral Rights and the Development Rights, and are given or issued by any Governmental Agency or quasi-governmental authority as same may be modified, amended or supplemented from time to time (collectively the "Authorizations");

(vi) any and all causes of action, claims, demands, compensation, awards, damages, recoveries and proceeds which Assignor currently has or may in the future have against Scott Paper arising out of the Scott Paper Purchase Agreement (the "Claims");

(vii) all of Assignor's present and future right, title and interest in that certain Log Purchase and Sale Agreement dated April 6, 1988 executed by Debtor, as seller, and by DAW Forest Products Company, L.P., as buyer, the Prineville Log Purchase Agreements and the Scott Paper Wood Chip Agreement;

(viii) all plans prepared for the harvesting or cutting of Timber from the Property ("Plans");

(ix) all trademarks and brands used by Assignor in connection with the Timber from the Property ("Trademarks");

(x) all of Assignor's rights under the Scott Paper Purchase Agreement to receive proceeds under the Norman Barnes Contracts identified on Exhibit C attached hereto and made a part hereof, and all such proceeds; and

(xi) the U.S. Forest Service Agreements.

(Each of the Timber Agreements, Mineral Rights, Related Rights, Revenues, Authorizations, Claims, Plans, Trademarks and other agreements set forth above is sometimes referred to as an "Assigned Agreement" and collectively as the "Assigned Agreements".)

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

(i) to demand, sue for and receive payment of the Revenue 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.

(c) Assignor's Rights Prior to Default. Unless and until the occurrence of an Event of Default by Assignor under the Credit Agreement, Assignor shall have the right, subject to the provisions of the Credit Agreement, to exercise all rights under or with respect to the Assigned Agreements, including the right to receive and collect all Revenues, provided that in any event all Revenues 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 2.5 of the Credit Agreement. Notwithstanding anything to the contrary contained herein, Assignor has no right or authority to and shall not take any action the effect of which may be to 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.

2. Extent of Assignee's Obligations.

(a) Assignee Not Responsible Prior to Exercise of Rights. It is expressly understood and agreed by Assignor that unless and until Assignee exercises its rights to enter upon and take possession of the Real Property in accordance with Section 3:

(i) neither Assignee, Agent nor any Bank assumes any of Assignor's obligations concerning any Assigned Agreement;

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(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 Agreement;

(iii) this Assignment shall not place upon Assignee, Agent or any Bank any responsibility for the operation, control, care, or management of the Real Property or any portion thereof, it being understood and agreed by Assignor that all responsibility for the operation, control, care, or management of the Real Property shall be that of Assignor prior to the exercise by Assignee of its rights of entry and possession under Section 3.

(b) Assignor Remains Responsible.

Notwithstanding any other provision contained in this Assignment including, without limitation, the exercise by Assignee of its rights under Section 3 hereof, (i) Assignor shall 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 exercise by Assignee of any of the rights assigned hereunder shall not release Assignor from any of its obligations 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 Revenues under any Assigned Agreement in advance.

(c) Assignee in Possession. No entry by Assignee upon the Real Property 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 notice thereof to Assignor.

3. Default by Assignor.

(a) Entry by Assignee. In furtherance of the foregoing Assignment, Assignor hereby authorizes Assignee, by Agent or its employees, at its option to be exercised by written notice by Agent to Assignor, after the occurrence and during the continuation of an Event of Default, to enter upon the Real Property (and Assignor immediately after demand by Agent shall surrender possession of the Real Property to Agent) and to collect in the name of Assignor or in its own name or in the name of the Banks, the Revenues accrued but unpaid and in arrears at the date of the Event

of Default, as well as the Revenues 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 to perform all acts which Agent deems necessary or advisable in its sole discretion to protect Assignee's or Banks' interests thereunder. 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 Revenues 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, to enforce and carry out the foregoing rights.

(b) Management by Assignee. Upon the occurrence and during the continuance of an Event of Default, Assignee, at Assignee's option, may terminate Assignor's license and directly perform the management, operation and maintenance of the Real Property and perform all acts Agent in its sole discretion deems necessary and proper and expend such sums out of Revenues 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 and the Banks shall not be liable for any damage occurring during Assignee's possession of the Real Property 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, 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 Real Property, credit the net amount of the Revenues received by it by virtue of this Assignment to any amounts due and owing to Assignee by Assignor under the terms of the Loan Documents, in the order of priority set forth in the Credit Agreement. Assignee shall not be accountable for more monies than it actually receives from the Real Property; nor shall it be liable for failure to collect Revenues.

(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 any notice of Event of Default under any of the Loan Documents, or 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 shall have the right but not the obligation to assign the Assigned Agreements with or without consideration to any person claiming title to the Real Property or any part thereof by virtue of foreclosure proceedings under the Deeds of Trust; to sell the same with the Real Property in the event of a foreclosure of the Deeds of Trust by power of sale or otherwise as though the Assigned Agreements had been assigned in and by the Deeds of Trust; and to assign the Assigned Agreements with or without consideration to or for the benefit of anyone who purchases the Notes and to whom the Deeds of Trust are assigned; provided, that after a foreclosure of the Deeds of Trust neither Assignee nor any such assignee of Assignor's interest in the Assigned Agreements shall be liable to account to Assignor for any Revenues thereafter accruing.

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

5. Enforcement and Performance. Assignor shall at all times diligently enforce or cause to be enforced its rights related to, 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 the claim of any person claiming solely by, through or under Assignee, Agent or any Bank).

6. Indemnity. Assignor shall indemnify, defend and hold harmless Assignee and all present, past and future holders of the Notes 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 or assigned by the Security and Assignment 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 solely 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 Deeds of Trust.

7. Cure of Assignor's Default. If Assignor fails to make any payment or to do any act as herein provided with respect to it or as required of it under any Assigned Agreement, then Assignee, after any notice to or demand upon Assignor required by the Credit Agreement, shall have the right, but not the obligation, and without releasing Assignor from any obligation hereof, to make such payment or do such act in such manner and to such extent as Assignee may deem necessary to protect the security hereof, including, without limitation, the right to appear in and defend any action or proceeding purporting to affect the

security hereof or the rights or powers of Assignee and to perform and discharge each and every obligation, covenant and agreement of such Assignor contained in any of the Assigned Agreements, and, in exercising any such rights or powers, to employ counsel and pay such costs and expenses as Assignee shall incur, including without limitation reasonable attorneys' fees. If: (i) an Event of Default has occurred and is continuing under the terms of any of the Loan Documents or (ii) there is an imminent danger of a termination of an Assigned Agreement by any party thereto, Assignee may take action as provided in the immediately preceding sentence without notice to or demand upon Assignor.

8. Estoppel. At any time upon request by Assignee, Assignor shall execute and deliver to Assignee a certificate reasonably satisfactory to Assignee in which Assignor covenants and represents, with respect to itself, that Assignor as of the date thereof is an assignee of, party to or owner of, as the case may be, the Assigned Agreements then in existence, with full right and title to assign the same and any revenues due or to become due thereunder, that said Assigned Agreements are valid and in effect, that there are no existing defaults by Assignor under the provisions thereof (or, if there are any defaults, describing the actions being taken by Assignor to correct such defaults), that no revenues payable to Assignor thereunder have been, or will thereafter be, anticipated or discounted, that to the best knowledge of Assignor, the other parties under the Assigned Agreements have no claims, defenses, set-offs or counterclaims against Assignor (or, if there are any such claims, defenses, set-offs or counterclaims, describing the same and the actions Assignor is taking to satisfy or correct same), that to the best knowledge of Assignor, there are no existing defaults by the other parties to the Assigned Agreements under the provisions thereof (or, if there are any defaults by such other parties, describing the actions Assignor knows such other parties are taking to correct such defaults), and that Assignor will not thereafter cancel, extend, release, supplement, waive, surrender or terminate any of the Assigned Agreements or change, alter or modify the same (except so as to reduce the amount of any sums payable by Assignor thereunder) or make any subsequent assignment of the Assigned Agreements or permit any of the foregoing without the prior written authorization of Assignee, which shall not be unreasonably withheld.

9. Reimbursement of Expenditures; Interest Rate on Default. Assignor shall pay, immediately upon demand, all sums expended by Assignee, Agent or any Bank in accordance with the provisions hereof, together with interest thereon

at the rate specified in the Credit Agreement for interest on the Notes after an Event of Default.

10. 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.

11. Representations and Warranties. 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 assignment, transfer or encumbrance of its interest in any of the Assigned Agreements, and has not made any prior assignment of the Revenues and Assignor agrees not to assign, sell, pledge, transfer, or otherwise encumber its interest in any of the Assigned Agreements, except as permitted in the Credit 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 Assignor, 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.

12. Notice. All notices hereunder shall be delivered in accordance with the provisions set forth in the Credit Agreement.

13. Term of Assignment. This Assignment shall remain in full force and effect as long as the Notes 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 Credit Agreement remains outstanding; provided that full reconveyance of the Deeds of Trust by Assignee upon payment in full of the Notes 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 Deeds of Trust have

been fully reconveyed, this Assignment shall be void and of no further effect.

14. Interpretation.

(a) Successors. 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) Rights Cumulative; No Waiver. 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) Severance. Every provision of this Assignment is intended to be severable. In the event any term or provision hereof or any application of any provision is declared to be illegal, invalid or unenforceable for any reason whatsoever by a court of competent jurisdiction, such illegality, invalidity or unenforceability shall not affect or impair the legality, validity or enforceability of the balance of the terms and provisions hereof or any other application of such provision or of the other Loan Documents, or of such provisions in any other jurisdiction or the application of such provisions in any other jurisdiction and such terms and provisions shall remain binding and enforceable. If the lien or charge of this Assignment is invalid or unenforceable as to any part of the Obligations secured hereby, or if the lien is invalid or unenforceable as to any of the Assigned Agreements, the unsecured or partially secured portion of the Obligations shall be completely paid prior to the payment of the remaining and secured or partially secured portion of the Obligations, and all payments made on the 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 Obligations which is not secured or fully secured by the lien of this Assignment.

(d) 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, change or waiver is sought.

(e) Choice of Law. The parties hereby agree that the laws of the State of Oregon (other than its choice of law doctrine) (with respect to any state's laws, herein called its "internal law") will be applicable, to the greatest extent possible, (i) for the purposes of interpreting and determining the validity and enforceability of the rights and obligations of the parties under this Assignment, including without limitation determining Assignee's right to maintain the Obligations in full force and effect in one state after foreclosure of part of the Collateral in the other state or to obtain or enforce in any state a deficiency judgment in connection with or after foreclosure of either one or both of the Deeds of Trust and (ii) for the determination of the procedure for exercise in the State of Oregon of Assignee's rights and remedies contained in [the][this] Oregon Assignment of Contracts. The law of the State of Washington will be applicable only for the determination of the procedure for exercise in the State of Washington of Assignee's rights and remedies contained in [the][this] Washington Assignment of Contracts, but not for any other purpose. By way of illustration but not limitation: (i) Washington's anti-deficiency statute (RCW 61.24.100) shall not be applicable in the State of Oregon for any purpose under this Assignment or any of the other Loan Documents nor shall it preclude or limit any right or remedy otherwise available to Assignee in the State of Oregon or elsewhere under this Assignment or any of the other Loan Documents; (ii) to the extent a deficiency judgment is available under the laws of the State of Oregon or Washington after a foreclosure of the Collateral, or any portion thereof, or any other realization thereon by Assignee, Assignee shall have the right to seek or enforce such a deficiency judgment against Assignor in the State of Oregon or Washington, as the case may be, as well as in other states, irrespective of the situs of such foreclosure; (iii) without limiting the generality of the foregoing, Assignor hereby waives, to the maximum extent permitted by law, any rights it may have under Revised Code of Washington Sections 61.12.120 and 61.24.100 with respect to the Collateral and the enforcement or realization by Assignee of its rights and remedies under this Assignment or any of the Loan Documents or with respect to the Collateral; and (iv) Assignor hereby agrees that no action, proceeding or judgment initiated, pursued or obtained by Assignee in the State of Oregon with respect to the Collateral, this Assignment or any of the Loan Documents shall be considered a "foreclosure" for purposes of Section 61.24.100 or an "action" for the purposes of Section 61.12.120 of the Revised Code of Washington.

(f) Further Assurance. Assignor shall execute and deliver to Assignee, during the term of this Assignment,

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such further instruments or assignments as may be necessary to make this Assignment effective. This Assignment is intended to cover the Revenues and all Assigned Agreements now or hereafter created which affect the Real Property. Nevertheless, Assignor agrees to execute specific assignments of the Revenues and all Assigned Agreements hereafter made or entered into affecting any portion of the Real Property at any time on demand of Assignee. Furthermore, Assignor agrees to deliver to Assignee copies of all Assigned Agreements as and when executed or received.

(g) Counterparts. This Assignment may be executed in several original counterparts. 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, that 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 Real Property located in the county wherein such counterpart is recorded.

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

Address:

1500 S.W. First Avenue
Suite 1170
Portland, Oregon 97201

CROWN PACIFIC, LTD.,
an Oregon corporation

By: 

Peter W. Stott
Chairman

By: 

Name: Roger L. Krage
Title: Secretary

12354

STATE OF OREGON
COUNTY OF MULTNOMAH

ss.

On this 7th day of July, 1989, before me, the undersigned, a Notary Public in and for said State, personally appeared Peter W. Hott and Roger S. Krage, 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 Chairman and Secretary 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.

Ruth Anne Baker
Notary Public in and for
said State (Seal) 7/27/89

[Washington form]

STATE OF OREGON
COUNTY OF MULTNOMAH

ss.

On this 7th day of July, 1989, before me personally appeared _____ and _____, to me known to be the _____ of Crown Pacific, Ltd., the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

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

NOTARY PUBLIC in and for the State
of [Oregon][Washington], residing
at _____
My appointment expires: _____

YXI/045710/284/6L191313

SCHEDULE A

12355

NAMES AND ADDRESSES OF BANKS

Bankers Trust Company,
Bankers Trust Plaza
New York, New York 10005
Attn: Donald R. Carse, Jr.
Energy Finance Group
Telecopy: (212) 850-1079

United States National Bank of Oregon,
321 Southwest Sixth Avenue
P.O. Box 4412
Portland, Oregon 97208
Attn: Sally J. Williams, A.V.P.
Commercial Services
Telecopy: (503) 275-5795

The Bank of Tokyo, Ltd.
411 S.W. 6th Avenue
Portland, Oregon 97204
Attn: Mr. Mike Kringlen
Vice President and Manager
Domestic Loan Department
Telecopy: (503) 227-5372

First Interstate Bank of Oregon, N.A.
Oregon Corporate Division
1300 S.W. Fifth Avenue, T19
Portland, Oregon 97201
Attn: Ms. Debra M. Dereiko
Vice President
Telecopy: (503) 225-4698

Union Bank of Finland Ltd.
Cayman Islands Branch
437 Madison Avenue
New York, New York 10022
Attn: Ms. Ritva Laukkanen
Vice President
Credit and Marketing
Telecopy: (212) 421-4420

YXI/045710/284/6L191311.OREG
07/07/89

EXHIBIT A

DESCRIPTION OF PROPERTY

The following real property situate in Crook County, Oregon:

PARCEL 1:

IN TOWNSHIP 12 SOUTH, RANGE 16 EAST OF THE WILLAMETTE MERIDIAN:

- Section 1: All
- Section 2: All.
- Section 3: Govt. Lots 1 & 2, S $\frac{1}{2}$ NE $\frac{1}{4}$, S $\frac{1}{2}$.
- Section 4: Govt. Lots 1, 2, 3 & 4, S $\frac{1}{2}$ N $\frac{1}{2}$, SW $\frac{1}{2}$ SW $\frac{1}{2}$, SE $\frac{1}{4}$.
- Section 9: S $\frac{1}{2}$, W $\frac{1}{2}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$.
- Section 10: All, EXCEPT SE $\frac{1}{4}$ SE $\frac{1}{4}$.
- Section 11: N $\frac{1}{2}$, SE $\frac{1}{4}$.
- Section 12: N $\frac{1}{2}$, SW $\frac{1}{4}$.
- Section 13: All.
- Section 14: N $\frac{1}{2}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$.
- Section 15: W $\frac{1}{2}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$.
- Section 16: All.
- Section 21: W $\frac{1}{2}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ S $\frac{1}{2}$.
- Section 22: N $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{2}$.
- Section 23: S $\frac{1}{2}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$.
- Section 24: N $\frac{1}{2}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ S $\frac{1}{2}$.
- Section 25: S $\frac{1}{2}$, S $\frac{1}{2}$ N $\frac{1}{2}$.
- Section 26: N $\frac{1}{2}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$.
- Section 27: SW $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$.
- Section 28: All.
- Section 33: All.
- Section 34: All.
- Section 35: NE $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$.
- Section 36: W $\frac{1}{2}$, N $\frac{1}{2}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$.

IN TOWNSHIP 12 SOUTH, RANGE 17 EAST OF THE WILLAMETTE MERIDIAN:

- Section 6: All.
- Section 7: All.
- Section 18: Govt. Lots 1, 2, 3 & 4, NE $\frac{1}{4}$, E $\frac{1}{2}$ N $\frac{1}{2}$, W $\frac{1}{2}$ SE $\frac{1}{4}$.
- Section 19: Govt. Lots 1, 2, 3 & 4, E $\frac{1}{2}$ N $\frac{1}{2}$.
- Section 30: Govt. Lots 1 & 2, E $\frac{1}{2}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$.

IN TOWNSHIP 13 SOUTH, RANGE 15 EAST OF THE WILLAMETTE MERIDIAN:

- Section 1: Govt. Lots 1, 2, 3 & 4, SE $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$.
- Section 12: NE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$.

IN TOWNSHIP 13 SOUTH, RANGE 16 EAST OF THE WILLAMETTE MERIDIAN:

- Section 1: Govt. Lots 3 & 4.
- Section 2: Govt. Lots 1, 2, 3, 4, 5, 6, 11, 12 & 15.
- Section 3: Govt. Lot 4, SW $\frac{1}{4}$ NW $\frac{1}{4}$.
- Section 4: Govt. Lots 1, 2 & 3, S $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$.
- Section 5: Govt. Lots 3 & 4, S $\frac{1}{2}$ NW $\frac{1}{4}$.
- Section 6: Govt. Lots 2, 3, 4, 5, 6 & 7, SW $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$.

PARCEL 2:

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TRACT I

IN TOWNSHIP 13 SOUTH, RANGE 15 EAST OF THE WILLAMETTE MERIDIAN:

Section 5: $W\frac{1}{2}SE\frac{1}{4}$.

Section 7: $SE\frac{1}{4}SE\frac{1}{4}$.

Section 8: $W\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}$, $E\frac{1}{2}SW\frac{1}{4}$, $SW\frac{1}{2}SW\frac{1}{4}$.

Section 9: $S\frac{1}{2}SE\frac{1}{4}$.

Section 16: All.

Section 17: $N\frac{1}{2}$.

Section 18: $NE\frac{1}{4}NE\frac{1}{4}$.

TRACT II

IN TOWNSHIP 13 SOUTH, RANGE 16 EAST OF THE WILLAMETTE MERIDIAN:

Section 17: $S\frac{1}{2}$.

Section 18: $SE\frac{1}{4}$.

Section 20: $N\frac{1}{2}N\frac{1}{2}$.

PARCEL 3:

IN TOWNSHIP 13 SOUTH, RANGE 16 EAST OF THE WILLAMETTE MERIDIAN:

Section 12: Beginning at the Southeast corner of Section 12, thence North 490 feet, thence West to the East boundary of the County Road, as it is now located and constructed, thence Southwesterly along said right of way line to the South line of said Section 12, thence East along the South line of said Section 12 to the point of beginning.

Section 13: All.

Section 14: $E\frac{1}{2}$.

Section 23: $E\frac{1}{2}SW\frac{1}{4}NW\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$, $S\frac{1}{2}NE\frac{1}{4}$, $S\frac{1}{2}$.

Section 24: All.

Section 26: $N\frac{1}{2}NE\frac{1}{4}$.

PARCEL 4:

TRACT I

Beginning at a point on the North line of Section 23 in Township 14 South, Range 15 East of the Willamette Meridian, said point being 3526 feet West of the Northeast corner of said Section 23, thence South 1420 feet, more or less, to a point on the Northerly right of way line of the Lamonta Road, as located and constructed, thence Northwesterly along the Northerly right of way line of said Lamonta Road to its intersection with the North line of said Section 23, thence East along said North line of Section 23 a distance of 1394 feet, more or less, to the point of beginning.

TRACT II:

Beginning at a point on the North line of Section 23 in Township 14 South, Range 15 East of the Willamette Meridian, said point being 3526 feet West of the Northeast corner of said Section 23, thence South 1320 feet, more or less, to a point on the South line of the $NE\frac{1}{4}NW\frac{1}{4}$ of said Section 23, thence East along the South line of said $NE\frac{1}{4}NW\frac{1}{4}$ a distance of 495 feet, thence North 1320 feet, more or less, to a point on the North line of said Section 23, thence West along the North line of said Section 23 a distance of 495 feet to the point of beginning.

EXHIBIT A

12358

DESCRIPTION SHEET

PARCEL I:

<u>COUNTY</u>	<u>TOWNSHIP</u>	<u>SECTION</u>	<u>SUB-DIVISION</u>
Deschutes	14 South Range 9 E.W.	21	N-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 Homeite Section, 7th, 9th, 10th, 11th & 12th Additions of Black Butte Ranch.

PARCEL II:

<u>COUNTY</u>	<u>TOWNSHIP</u>	<u>SECTION</u>	<u>SUB-DIVISION</u>
Deschutes	Township 16 South, Range 10 E.W.M.	3	SW-1/4; SE-1/4; Lots 3 & 4
		4	Lots 1, 2, 5 & 6, W-1/2 SE-1/4; SE-1/4 SE-1/4 SW-1/4 lying SE of a line connecting the NE corner to the SW corner
		5	All, EXCEPT that portion of the SE-1/4 SE-1/4 SE-1/4 lying Southeasterly of a line connecting the NE corner with the SW cor- ner of said subdivision
		6	All
		7	All
		8	Lot 4, W-1/2; SW-1/4 SE-1/4; NW-1/4 NE-1/4 lying NW of a line con- necting the NE corner with the SW corner, portion of the NW-1/4 NW-1/4 SE-1/4 lying SW of a line con- necting the NW corner to the SE corner S-1/2 NW-1/4 SE-1/4; portion of the NW-1/4 NE-1/4 SE-1/4 lying SE of a line connecting

CONTINUED

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Page 2 of Description Sheet

PARCEL II - continued

COUNTY
Deschutes

TOWNSHIP
16 S., R. 10, EWM

SECTION
8

SUB-DIVISION
the NE corner to the SW corner, SW-1/4 NE-1/4 SE-1/4; E-1/2 of Lot 3, portion of the SE-1/4 of Lot 2 being further described as that portion of the SE-1/4 SE-1/4 NE-1/4, lying Southeasterly of a line connecting the NE corner with the SW corner of said subdivision; AND that portion of the NW-1/4 Govt. Lot 3 lying SEly of a line connecting the NE corner of NW-1/4 of Govt. Lot 3 to the SW corner thereof

CONTINUED

EEEE/14

Page 3 of Description Sheet

PARCEL II - continued

<u>COUNTY</u>	<u>TOWNSHIP</u>	<u>SECTION</u>	<u>SUB-DIVISION</u>
Deschutes	Township 16 South, Range 10 E.W.M.	9	<p>Lots 1, 2, 3, 4, W-1/2 E-1/2; SW-1/4; SE-1/4 NW-1/4; portion of the NW-1/4 NE-1/4 NW-1/4 lying southeast of a line connecting the NE corner to the SW corner, E-1/2 SW-1/4 NW-1/4; SW-1/4 SW-1/4 NW-1/4; portion of the NW-1/4 SW-1/4 NW-1/4 lying southeast of a line connecting the NE corner to the SW corner, portion of the SE-1/4 NW-1/4 NW-1/4 lying southeast of a line connecting the NE corner to the SW corner, S-1/2 NE-1/4 NW-1/4; NE-1/4 NE-1/4 NW-1/4</p>
		10	All
		14	SW-1/4 NW-1/4; W-1/2 SW-1/4
		15	All
		16	All
		17	All
		18	All
		19	All
		20	All
		21	All
		22	All
		23	All
		24	W-1/2; SE-1/4
		25	All
		26	All
		27	All
		28	All
		29	All
		30	All
		31	All
		32	All
		33	All
		34	All
		35	All
		36	All

CONTINUED

PARCEL III:

<u>COUNTY</u>	<u>TOWNSHIP</u>	<u>SECTION</u>	
Deschutes	16 South, Range 11 E.W.M.	30	Lots 1, 2, 3, 4, NE-1/4 NW-1/4; E-1/2 SW-1/4
		31	Lots 1, 2, E-1/2 NW-1/4
		6	Lot 7, SE-1/4 SW-1/4; S-1/2 SE-1/4
		8	SW-1/4
	17 South, Range 11 E.W.M.	9	NE-1/4; SW-1/4
		15	W-1/2; W-1/2 SE-1/4
		16	All
		17	NE-1/4
		18	Lots 3, 4, NE-1/4; E-1/2 SW-1/4; SE-1/4
		19	All
		20	All
		22	W-1/2 NE-1/4; that portion of SE-1/4 NE-1/4 South of Main Road; W-1/2; SE-1/4
		23	NW-1/4 NE-1/4, EXCEPT that portion which lies within the boundaries of The Farm subdivision official Plat # 271, Deschutes County, Oregon.

<u>COUNTY</u>	<u>TOWNSHIP</u>	<u>SECTION</u>	
Deschutes	17 South, Range 11 E.W.M.	23 Cont.	That portion of the W-1/2 W-1/2 E-1/2 SW-1/4 and the W-1/2 SW-1/4 lying West of and being outside the boundary of Shevlin Park
		26	That portion of the W-1/2 NW-1/4 and the NW-1/4 SW-1/4 lying West of and being outside the boundary of Shevlin Park
		27	N-1/2; SW-1/4; W-1/2 SE-1/4; NE-1/4 SE-1/4; All being West of and outside the boundary of Shevlin Park
		28	All
		29	All
		30	All
		31	All
		32	All
		33	N-1/2; SW-1/4; N-1/2 SE-1/4; SW-1/4 SE-1/4 NW-1/4 lying West of and being outside the boundary of Shevlin Park
		34	

CONTINUED

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PARCEL IV:

<u>COUNTY</u>	<u>TOWNSHIP</u>	<u>SECTION</u>	<u>SUB-DIVISION</u>
Deschutes	Township 17 South, Range 10 E.W.M.	1	All
		2	All
		3	All
		4	All
		5	All
		6	All
		7	N-1/2 NE-1/4; SE-1/4 NE-1/4
		8	N-1/2; NE-1/4 SW-1/4; SE-1/4
		9	N-1/2; N-1/2 S-1/2; SE-1/4 SW-1/4; S-1/2 SE-1/4
		10	All
		11	All
		12	All
		13	All
		14	All
		15	All
		16	E-1/2
		21	NE-1/4 NE-1/4; E-1/2 SE-1/4
		22	All
		23	All
		24	All
		25	All
		26	All
		27	E-1/2; NW-1/4
		34	NE-1/4 NE-1/4; E-1/2 SE-1/4; SW-1/4 SE-1/4; SE-1/4 SW-1/4
		35	All
		36	All
Deschutes	Township 18 South, Range 10 E.W.M.	1	Lots 1-4, S-1/2 N-1/2; N-1/2 SE-1/4 LESS a tract of land in the SE-1/4 NE-1/4 Sec. 1, Township 18 South, Range 10 E.W.M. the same being a 200 foot wide strip, the center line of which is described as follows: Beginning at a point on the East line of said Sec. 1 which point is located 728 feet North of the East quarter corner of said Sec.; thence North 82°20' West for a distance of 800 feet to the Westerly end of said tract

CONTINUED

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Page 7 of Description Sheet

PARCEL IV - Continued

<u>COUNTY</u>	<u>TOWNSHIP</u>	<u>SECTION</u>	<u>SUB-DIVISION</u>
Deschutes	Township 18 South, Range 10 E.W.M.	2	Lots 1-4, S-1/2 N-1/2; NW-1/4 SE-1/4; N-1/2 SW-1/4
		3	All
		4	S-1/2 NE-1/4, SE-1/4 LESS road right of way

CONTINUED

V/31

PARCEL V:

<u>COUNTY</u>	<u>TOWNSHIP</u>	<u>SECTION</u>	
Deschutes	18 South, Range 11 E.W.M.	4	Lot 4; S-1/2 NW-1/4
		5	Lots 1, 2, 3, 4; S-1/2 N-1/2; N-1/2 SW-1/4; NW-1/4 SE-1/4
		6	Lots 1, 2, 3, 4, 5, 6; SE-1/4 NW-1/4; S-1/2 NE-1/4; NE-1/4 SE-1/4; NE-1/4 SW-1/4 Less road right of way

CONTINUED

K/41

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PARCEL VI:

<u>COUNTY</u>	<u>TOWNSHIP</u>	<u>SECTION</u>	<u>SUB-DIVISION</u>
Deschutes	Township 21 South, Range 10 E.W.M.	4 5 7 8	SW-1/4 Lot 1, 2, S-1/2 NE-1/4 Lot 2, NE-1/4; SE-1/4 NW-1/4 W-1/2 NW-1/4
Deschutes	Township 22 South, Range 10 E.W.M.	30	Lots 1, 2, 3, 4; E-1/2 W-1/2; W-1/2 SE-1/4; EXCEPT that portion conveyed to the public in Road Dedication Deed recorded August 30, 1972, in Book 187, Page 893, Deed records. ALSO EXCEPT the following described parcel: Beginning at a point 200 feet East of the NW corner of Lot 1, Section 30, Township 22 South, Range 10 E.W.M., thence East along the North line of said Lot 1, 528 feet; thence South 660 feet; thence West 528 feet; thence North 660 feet to the place of beginning.
		31	Lots 1, 2, 3, 4; W-1/2 E-1/2 E-1/2; W-1/2 E-1/2; E-1/2 W-1/2; EXCEPT that portion conveyed to the public in Road Dedication Deed recorded August 30, 1972, in Book 187, Page 893, Deed records.

CONTINUED

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Page 10 of Description Sheet

PARCEL VII:

<u>COUNTY</u>	<u>TOWNSHIP</u>	<u>SECTION</u>	<u>SUB-DIVISION</u>
Deschutes	Township 22 South, Range 9 E.W.M.	1	S-1/2 NW-1/4; N-1/2 SW-1/4;
		2	All except Lots 1, 2, 3, 4
		3	All except Lots 1, 2, 3, 4
		10	All
		11	N-1/2; SW-1/4; N-1/2 SE-1/4
		12	NW-1/4 NW-1/4
		14	W-1/2
			All
			All
			All
			All
			E-1/2 NE-1/4; W-1/2 NW-1/4; that portion of SE-1/4 NW-1/4 lying West of County Road; Less road right of way
		26	All, Less road right of way
		27	All
		28	All
		29	All

CONTINUED

V/24

PARCEL VII -- Continued

<u>COUNTY</u>	<u>TOWNSHIP</u>	<u>SECTION</u>	<u>SUB-DIVISION</u>
Deschutes	Township 22 South, Range 9 E.W.M.	31	5 acres in SW corner of Lot 2
		32	All, Less road right of way
		33	All, Less road right of way
		34	All
		35	N-1/2 NE-1/4, W-1/2; W-1/2 SE-1/4, SW-1/4 NE-1/4
		36	SE-1/4 NE-1/4; NW-1/4, except that 60.00' strip of land conveyed to Deschutes County March 8, 1987 in Book 142, Page 2965 Deschutes County records; E-1/2 SE-1/4; SW-1/4 SE-1/4; Less road right of way

END

EXHIBIT "A"

The following described lands are located in Douglas County,
Oregon:

PARCEL 1:

IN TOWNSHIP 24 SOUTH, RANGE 2 WEST, WILLAMETTE MERIDIAN

Section 12: S1/2 and S1/2 of NE1/4

PARCEL 2:

IN TOWNSHIP 31 SOUTH, RANGE 4 WEST, WILLAMETTE MERIDIAN

Section 26: N1/2 of N1/2

IN TOWNSHIP 31 SOUTH, RANGE 5 WEST, WILLAMETTE MERIDIAN

Section 2: SW1/4

Section 10: All

Section 14: SW1/4 of NW1/4, W1/2 of SW1/4, SE1/4 of SW1/4

Section 16: All

Section 18: S1/2

Section 19: All

Section 20: S1/2 of N1/2, S1/2

Section 22: All

Section 24: S1/2 of NE1/4, SE1/4 of NW1/4, NW1/4 of SE1/4,
E1/2 of SE1/4

Section 28: All except SE1/4 of SE1/4

Section 29: All

Section 30: All

Section 32: NE1/4

Section 33: W1/2, NE1/4

Section 34: S1/2 of S1/2

Section 36: All

continued

12370

IN TOWNSHIP 31 SOUTH, RANGE 6 WEST, WILLAMETTE MERIDIAN

Section 24: E1/2 of NE1/4, E1/2 of W1/2 of NE1/4, SE1/4,
NE1/4 of SW1/4, S1/2 of SW1/4

Section 25: N1/2 of SE1/4, SE1/4 of SE1/4

IN TOWNSHIP 32 SOUTH, RANGE 3 WEST, WILLAMETTE MERIDIAN

Section 18: NE1/4, Lots 5, 6, 11 & 12 (SE1/4)

IN TOWNSHIP 32 SOUTH, RANGE 4 WEST, WILLAMETTE MERIDIAN

Section 6: N1/2 of N1/2, SW1/4 of NE1/4, NW1/4 of SE1/4,
SE1/4 of NW1/4, NE1/4 of SW1/4, Lots 1, 2 & 3,
excepting lands conveyed to Douglas County for road
purposes by deed, Recorder's No. 86-8142, Records
of Douglas County, Oregon. ALSO EXCEPTING therefrom
the following: A parcel of land in the NW1/4SE1/4 of
Section 6, Township 32 South, Range 4 West, Willamette
Meridian, Douglas County, Oregon, more particularly
described as follows: Commencing at the quarter
corner common to Sections 5 and 6 in Township 32
South, Range 4 West, Willamette Meridian; thence South
63° 16' West 1611.7 feet to a 3/4 inch iron pipe on
the westerly boundary of the County Road, the point of
beginning of premises to be described; thence North
81° 30' West 340 feet to a 3/4 inch iron pipe; thence
South 23° 00' West 256.7 feet to a 3/4 inch iron pipe;
thence South 81° 30' East 315 feet to a 1/2 inch iron
pipe on the westerly line of said County Road; thence
North 28° 15' East along said County Road line, 264
feet to the point of beginning.

IN TOWNSHIP 32 SOUTH, RANGE 5 WEST, WILLAMETTE MERIDIAN

Section 2: SW1/4 of NE1/4

Section 24: W1/2 of E1/2, N1/2 of NW1/4

Section 34: E1/2

continued

12371

IN TOWNSHIP 32 SOUTH, RANGE 6 WEST, WILLAMETTE MERIDIAN

Section 36: E1/2 of NE1/4, NW1/4 of SE1/4, NE1/4 of SE1/4, excepting parcel sold to State of Oregon described as follows: A parcel of land lying in the NE1/4 of NE1/4 of Section 36, Township 32 South, Range 6 West, Willamette Meridian, Douglas County, Oregon, the said parcel being described as follows: Beginning at the southwest corner of the NE1/4 of NE1/4 of said Section 36; thence North 45° East 933.5 feet; thence North 15° East 683.28 feet to the north line of said NE1/4 of NE1/4; thence West along the north line of said NE1/4 of NE1/4, 836.85 feet to the northwest corner of said NE1/4 of NE1/4; thence South along the west line of said NE1/4 of NE1/4 to the point of beginning.

IN TOWNSHIP 33 SOUTH, RANGE 5 WEST, WILLAMETTE MERIDIAN

Section 2: W1/2 of W1/2

EXCEPTING from the above described lands the following:

Beginning at a point which bears South 7° 12' 49" East 3007.08 feet from the section corner common to Sections 17, 18, 19, and 20, in Township 31 South, Range 5 West, Willamette Meridian, Douglas County, Oregon, running thence South 65° 21' 58" East 335.44 feet; thence North 88° 04' 13" East 350.03 feet; thence South 69° 05' 50" East 1030.87 feet; thence South 65° 21' 46" East 335.44 feet; thence South 63° 51' 31" East 850.08 feet; thence South 1° 55' 52" East 150.01 feet; thence South 88° 04' 09" West 350.03 feet; thence South 10° 52' 20" West 225.62 feet; thence South 85° 12' 37" West 400.52 feet; thence North 61° 47' 33" West 717.00 feet; thence South 44° 42' 37" West 247.62 feet; thence North 51° 20' 14" West 184.41 feet; thence North 18° 56' 51" West 135.91 feet; thence North 59° 08' 11" West 1071.36 feet; thence South 88° 02' 31" West 399.81 feet; thence North 60° 42' 51" West 385.94 feet; thence North 17° 30' 18" East 180.31 feet; thence North 88° 04' 09" East 200.05 feet; thence South 60° 58' East 233.24 feet; thence North 51° 49' 34" East 372.16 feet to the point of beginning, all being located in Sections 19 and 20 of said township and range in Douglas County, Oregon.

EXHIBIT A

The real property situate in Jefferson County, Oregon, described as follows:

Township 11 South, Range 16 East, Willamette Meridian, Jefferson County, Oregon:

- Section 13: South $\frac{1}{2}$ of the Southeast $\frac{1}{4}$, Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$
- Section 14: Southwest $\frac{1}{4}$, West $\frac{1}{2}$ of the Southeast $\frac{1}{4}$
- Section 22: West $\frac{1}{2}$ of the Southeast $\frac{1}{4}$, Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$
- Section 23: Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$, Northwest $\frac{1}{4}$, Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, South $\frac{1}{2}$ of the Southwest $\frac{1}{4}$, Southeast $\frac{1}{4}$
- Section 24: Northeast $\frac{1}{4}$, South $\frac{1}{2}$ of the Northwest $\frac{1}{4}$, South $\frac{1}{2}$
- Section 25: All
- Section 26: All
- Section 27: All
- Section 28: South $\frac{1}{2}$ of the North $\frac{1}{2}$, South $\frac{1}{2}$
- Section 29: East $\frac{1}{2}$ of the Southeast $\frac{1}{4}$
- Section 32: Northeast $\frac{1}{4}$, North $\frac{1}{2}$ of the Northwest $\frac{1}{4}$, North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$, Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$
- Section 33: All
- Section 34: All
- Section 35: All
- Section 36: All

Township 11 South, Range 17 East, Willamette Meridian, Jefferson County, Oregon:

- Section 16: Southwest $\frac{1}{4}$.
- Section 17: South $\frac{1}{2}$ of the South $\frac{1}{2}$, the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$.
- Section 20: North $\frac{1}{2}$, the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, the Southeast $\frac{1}{4}$.
- Section 21: West $\frac{1}{2}$, the South $\frac{1}{2}$ of the Southeast $\frac{1}{4}$.
- Section 22: South $\frac{1}{2}$ of the South $\frac{1}{2}$.
- Section 26: Southwest $\frac{1}{4}$.
- Section 27: East $\frac{1}{2}$ of the West $\frac{1}{2}$, the Southeast $\frac{1}{4}$.

Township 11 South, Range 17 East, Willamette Meridian, Jefferson County, Oregon:

- Section 34: East half of the East half.
- Section 35: West half of the West half

Description continued:

12373

Township 11 South, Range 17 East, Willamette Meridian, Jefferson County, Oregon:

Section 18: South $\frac{1}{2}$ of the South $\frac{1}{2}$

Section 19: North $\frac{1}{2}$, North $\frac{1}{2}$ of the South $\frac{1}{2}$, South $\frac{1}{2}$ of the Southwest $\frac{1}{4}$

Section 20: Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$

Section 27: West $\frac{1}{2}$ of the West $\frac{1}{2}$

Section 28: All

Section 29: Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, South $\frac{1}{2}$ of the North $\frac{1}{2}$, South $\frac{1}{2}$

Section 30: West $\frac{1}{2}$, Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, South $\frac{1}{2}$ of the Southeast $\frac{1}{4}$

Section 31: East $\frac{1}{2}$, Southwest $\frac{1}{4}$

Section 32: All

Section 33: All

Section 34: West $\frac{1}{2}$ of the East $\frac{1}{2}$, West $\frac{1}{2}$

Section 35: East $\frac{1}{2}$, East $\frac{1}{2}$ of the West $\frac{1}{2}$

Section 36: All

Township 11 South, Range 18 East, Willamette Meridian, Jefferson County, Oregon:

Section 1: Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, South $\frac{1}{2}$ of the South $\frac{1}{2}$

Section 2: South $\frac{1}{2}$ of the South $\frac{1}{2}$

Section 3: South $\frac{1}{2}$

Section 4: South $\frac{1}{2}$ of the North $\frac{1}{2}$, South $\frac{1}{2}$

Section 5: South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$, Southeast $\frac{1}{4}$

Section 8: East $\frac{1}{2}$

Section 9: All

Section 10: All

Section 11: All

Section 12: All

(Description continued)

Order No. 17800C

Description continued:

Section 13: A11

Section 14: A11

Section 15: A11

Section 16: A11

Section 17: East $\frac{1}{2}$

Section 20: Southeast $\frac{1}{4}$

Section 21: A11

Section 22: A11

Section 23: A11

Section 24: A11

Section 25: A11

Section 26: A11

Section 27: A11

Section 28: A11

Section 29: East $\frac{1}{2}$

Section 31: East $\frac{1}{2}$, East $\frac{1}{2}$ of the West $\frac{1}{2}$, Lots 2, 3 & 4,

Section 32: A11

Section 33: A11

Section 34: A11

Section 35: A11

Section 36: A11

Township 11 South, Range 19 East, Willamette Meridian, Jefferson County, Oregon:

Section 6: South $\frac{1}{2}$ of the Southwest $\frac{1}{4}$

Section 7: West $\frac{1}{2}$

Section 18: West $\frac{1}{2}$

Section 19: East $\frac{1}{2}$ of the West $\frac{1}{2}$, Lots 1, 2, 4
(Description continued)

Order No. 17800C

Description continued:

12375

Section 30: West $\frac{1}{2}$

Section 31: West $\frac{1}{2}$

Township 12 South, Range 10 East, Willamette Meridian, Jefferson County, Oregon:

Section 21: South $\frac{1}{2}$ of the Southwest $\frac{1}{4}$, Southeast $\frac{1}{4}$

Section 22: A11

Section 23: A11

Section 24: East $\frac{1}{2}$, North $\frac{1}{2}$ of the Northwest $\frac{1}{4}$, Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, Southwest $\frac{1}{4}$

Section 25: A11

Section 26: A11

Section 27: A11

Section 28: A11

Section 33: A11

Section 34: A11

Section 35: A11

Section 36: A11

Township 12 South, Range 11 East, Willamette Meridian, Jefferson County, Oregon:

Section 19: South $\frac{1}{2}$

Section 20: East $\frac{1}{2}$ of the Northeast $\frac{1}{4}$, Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$

Section 29: North $\frac{1}{2}$

Section 30: West $\frac{1}{2}$, Southeast $\frac{1}{4}$

Section 31: A11

Township 12 South, Range 15 East, Willamette Meridian, Jefferson County, Oregon:

Section 36: A11

(Description continued)

Order No. 17800C

Description continued:

Township 12 South, Range 16 East, Willamette Meridian, Jefferson County, Oregon:

Section 5: East $\frac{1}{2}$, North $\frac{1}{2}$ of the Northwest $\frac{1}{4}$, Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, Southwest $\frac{1}{4}$ Section 6: Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ Section 7: East $\frac{1}{2}$, East $\frac{1}{2}$ of the West $\frac{1}{2}$, Lot 4.Section 8: South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$, West $\frac{1}{2}$, Southeast $\frac{1}{4}$

Section 17: All

Section 18: All

Section 19: North $\frac{1}{2}$, North $\frac{1}{2}$ of the South $\frac{1}{2}$, Lot 4

Section 20: All

Section 29: All

Section 30: South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$, Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, South $\frac{1}{2}$ of the Southwest $\frac{1}{4}$, Southeast $\frac{1}{4}$ Section 31: North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$, Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, West $\frac{1}{2}$, West $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ Section 32: North $\frac{1}{2}$, Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$

Township 13 South, Range 8 East, Willamette Meridian, Jefferson County, Oregon:

Section 13: All

Section 33: All

Township 13 South, Range 9 East, Willamette Meridian, Jefferson County, Oregon:

Section 17: All

Section 19: Northeast $\frac{1}{4}$, East $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ Section 29: Northeast $\frac{1}{4}$, North $\frac{1}{2}$ of the Northwest $\frac{1}{4}$, Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, West $\frac{1}{2}$ of the Southeast $\frac{1}{4}$

Section 31: All

(Description continued)

Order No. 17800C

12377

Description continued:

Township 13 South, Range 10 East, Willamette Meridian, Jefferson County, Oregon:

Section 35: All

Township 13 South, Range 11 East, Willamette Meridian, Jefferson County, Oregon:

Section 5: Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$

Section 6: Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$; Lots 3 and 4

Section 19: All

Section 29: West $\frac{1}{2}$ of the Northeast $\frac{1}{4}$, West $\frac{1}{2}$, South $\frac{1}{2}$ of the Southeast $\frac{1}{4}$

Section 30: South $\frac{1}{2}$ of the South $\frac{1}{2}$

Section 31: North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$, Northwest $\frac{1}{4}$, Lots 3 and 4

EXHIBIT "A"

DESCRIPTION OF PROPERTY

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

Township 23 South, Range 9 East of the Willamette Meridian

- Section 2: SW $\frac{1}{4}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$
- Section 3: Government Lots 1, 2, 3 and 4, SW $\frac{1}{4}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$
- Section 4: N $\frac{1}{4}$, N $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$
- Section 5: N $\frac{1}{4}$, W $\frac{1}{4}$ SW $\frac{1}{4}$
- Section 9: SE $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$, S $\frac{1}{4}$ SE $\frac{1}{4}$
- Section 10: E $\frac{1}{4}$, E $\frac{1}{4}$ W $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$
- Section 11: S $\frac{1}{4}$ NW $\frac{1}{4}$, W $\frac{1}{4}$ SW $\frac{1}{4}$
- Section 14: W $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$, E $\frac{1}{4}$ SE $\frac{1}{4}$
- Section 15: N $\frac{1}{4}$, SW $\frac{1}{4}$, W $\frac{1}{4}$ SE $\frac{1}{4}$
- Section 20: N $\frac{1}{4}$, E $\frac{1}{4}$ SE $\frac{1}{4}$
- Section 21: N $\frac{1}{4}$ N $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$
- Section 22: W $\frac{1}{4}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$, N $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$
- Section 23: E $\frac{1}{4}$ E $\frac{1}{4}$, NW $\frac{1}{4}$ NW $\frac{1}{4}$
- Section 24: W $\frac{1}{4}$ SW $\frac{1}{4}$
- Section 25: SE $\frac{1}{4}$ SW $\frac{1}{4}$ and that portion of W $\frac{1}{4}$ NW $\frac{1}{4}$ lying North and West of U. S. Hwy. 97
- Section 26: NE $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{4}$ SE $\frac{1}{4}$, that portion of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ lying Easterly of the Irrigation ditch, that portion of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ lying Northwesterly of U.S. Highway 97
- Section 28: W $\frac{1}{4}$
- Section 29: NE $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$, E $\frac{1}{4}$ SE $\frac{1}{4}$
- Section 32: E $\frac{1}{4}$ NE $\frac{1}{4}$
- Section 33: N $\frac{1}{4}$ 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 $\frac{1}{4}$
- Section 34: E $\frac{1}{4}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$
- Section 35: E $\frac{1}{4}$, E $\frac{1}{4}$ W $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$ lying Southeasterly of the Irrigation Ditch, W $\frac{1}{4}$ SW $\frac{1}{4}$
- Section 36: NE $\frac{1}{4}$, E $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$, W $\frac{1}{4}$ SE $\frac{1}{4}$

Township 23 South, Range 10 East of the Willamette Meridian

- Section 1: Government Lots 1, 2, 3 and 4, S $\frac{1}{4}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{4}$
- Section 2: SE $\frac{1}{4}$ SE $\frac{1}{4}$
- Section 11: NE $\frac{1}{4}$ NE $\frac{1}{4}$
- Section 12: N $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$
- Section 13: NE $\frac{1}{4}$ NE $\frac{1}{4}$
- Section 24: E $\frac{1}{4}$ E $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$
- Section 25: NW $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$
- Section 36: N $\frac{1}{4}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$

Township 23 South, Range 11 East of the Willamette Meridian

Section 5: All
 Section 6: All
 Section 7: All
 Section 8: All
 Section 17: All
 Section 18: All
 Section 19: All
 Section 20: All
 Section 26: All
 Section 27: All
 Section 28: All
 Section 29: All
 Section 30: All
 Section 31: Government Lots 1 thru 9, 16 thru 20, E
 Section 32: All
 Section 33: All
 Section 34: All
 Section 35: All
 Section 36: All

Township 24 South, Range 8 East of the Willamette Meridian

Section 2: Government Lots 2, 3 and 4, SW $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$, W $\frac{1}{4}$ SE $\frac{1}{4}$
 Section 3: All
 Section 8: Government Lots 1, 2, 7 and 8, E $\frac{1}{4}$ SE $\frac{1}{4}$
 Section 9: All
 Section 10: All
 Section 11: W $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{4}$, SE $\frac{1}{4}$
 Section 14: NE $\frac{1}{4}$, N $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$
 Section 16: All
 Section 20: SE $\frac{1}{4}$ NW $\frac{1}{4}$, N $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$
 Section 21: All
 Section 28: N $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$

Township 24 South, Range 9 East of the Willamette Meridian

Section 1: Government Lots 2 and 3, SE $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$
 Section 2: Government Lots 3 and 4, SW $\frac{1}{4}$ NW $\frac{1}{4}$
 Section 3: Government Lots 1 and 2, S $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{4}$ NW $\frac{1}{4}$, N $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$
 Section 4: SE $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{4}$ SE $\frac{1}{4}$
 Section 9: N $\frac{1}{4}$, N $\frac{1}{4}$ S $\frac{1}{4}$
 Section 10: W $\frac{1}{4}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$

Township 24 South, Range 11 East of the Willamette Meridian

Section 2: All
 Section 3: All
 Section 4: All
 Section 5: All
 Section 8: All
 Section 9: All
 Section 10: All
 Section 11: All
 Section 15: All
 Section 16: All
 Section 17: N $\frac{1}{2}$

Township 25 South, Range 7 East of the Willamette Meridian

Section 25: W $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$

Township 25 South, Range 8 East of the Willamette Meridian

Section 2: NE $\frac{1}{4}$

Township 25 South, Range 11 East of the Willamette Meridian

Section 25: SE $\frac{1}{4}$ SE $\frac{1}{4}$
 Section 36: All

Township 27 South, Range 8 East of the Willamette Meridian

Section 21: N $\frac{1}{2}$ SW $\frac{1}{4}$ lying Easterly of the Burlington
 Northern Railway Right-of-way

SAVING AND EXCEPTING portions lying within rights of way for Railroads and
 Highways.

EXHIBIT "A"

DESCRIPTION OF PROPERTY

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

PARCEL 1:

Township 25 South, Range 12 East of the Willamette Meridian:

- Section 28: NE $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$.
- Section 29: S $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$.
- Section 30: S $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{4}$ SW $\frac{1}{4}$, N $\frac{1}{4}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$.
- Section 31: Government Lot 1.
- Section 32: N $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$, N $\frac{1}{4}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$.
- Section 33: S $\frac{1}{4}$ N $\frac{1}{4}$, SE $\frac{1}{4}$.
- Section 34: SW $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{4}$ NW $\frac{1}{4}$, N $\frac{1}{4}$ S $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$.

Township 26 South, Range 12 East of the Willamette Meridian:

- Section 1: Government Lots 1, 2, 3, and 4.
- Section 2: SW $\frac{1}{4}$.
- Section 3: Government Lots 1, 2, 3, 4, SE $\frac{1}{4}$.
- Section 4: Government Lots 7, 8, 9, 10, S $\frac{1}{4}$ SW $\frac{1}{4}$, E $\frac{1}{4}$ SE $\frac{1}{4}$.
- Section 5: Government Lots 1, 2, 3, 4, 11, 12, SW $\frac{1}{4}$, S $\frac{1}{4}$ SE $\frac{1}{4}$.
- Section 6: Government Lots 1, 2, 3, 4, 5, 6, 7, 8, 14, NE $\frac{1}{4}$ SE $\frac{1}{4}$.
- Section 10: E $\frac{1}{4}$ NW $\frac{1}{4}$, W $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, W $\frac{1}{4}$ SE $\frac{1}{4}$.
- Section 11: NE $\frac{1}{4}$, S $\frac{1}{4}$.
- Section 13: NW $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$.
- Section 14: W $\frac{1}{4}$ E $\frac{1}{4}$, NW $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{4}$ NW $\frac{1}{4}$.
- Section 15: All.
- Section 16: All.
- Section 22: NE $\frac{1}{4}$, W $\frac{1}{4}$, N $\frac{1}{4}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$.
- Section 23: NE $\frac{1}{4}$, NW $\frac{1}{4}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{4}$ SW $\frac{1}{4}$, N $\frac{1}{4}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$.
- Section 24: N $\frac{1}{4}$, W $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, N $\frac{1}{4}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$.
- Section 25: NW $\frac{1}{4}$ NW $\frac{1}{4}$.
- Section 26: NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$.
- Section 27: All.
- Section 34: E $\frac{1}{4}$.
- Section 35: N $\frac{1}{4}$, N $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$, E $\frac{1}{4}$ SE $\frac{1}{4}$.
- Section 36: All.

Township 26 South, Range 13 East of the Willamette Meridian:

- Section 18: Government Lots 1, 2, 3, 4, E $\frac{1}{4}$ W $\frac{1}{4}$.
- Section 19: All.
- Section 30: E $\frac{1}{4}$ NW $\frac{1}{4}$.

Township 27 South, Range 12 East of the Willamette Meridian:

- Section 1: All.
- Section 2: Government Lots 1, 3, 4, S $\frac{1}{4}$ N $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$.
- Section 3: Government Lots 1, 2, 3, 4, S $\frac{1}{4}$ N $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$, S $\frac{1}{4}$ SE $\frac{1}{4}$.
- Section 4: Government Lot 1.
- Section 11: N $\frac{1}{4}$ N $\frac{1}{4}$.
- Section 12: N $\frac{1}{4}$, N $\frac{1}{4}$ SE $\frac{1}{4}$.

Description continued---

Township 27 South, Range 13 East of the Willamette Meridian:

Section 9: E $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$.

Section 16: N $\frac{1}{2}$, SW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$.

PARCEL 2:

Beginning at a point of intersection of the East line of a County Road running along the West line of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 22, Township 28 South, Range 14 East of the Willamette Meridian, with South line of County Road running East and West, which point is 340 feet South and 30 feet East of the Northwest corner of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 22; thence running East along the South line of the County Road to a point which is the Northwest corner of a tract of land described in Book 64 page 191 of the Record of Deeds, thence South along the West line of said Tract, 115 feet to the Southwest corner thereof; thence East along the extended South line of said Tract, 260 feet to a point; thence South along the West margin of those tracts described in Book 170 at page 114, Book 171 at page 182, Book 121 at page 473 and Book 171 at page 181 of the Record of Deeds for Lake County, Oregon, to a point on the South line of said NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 22; thence West along the South line of said NW $\frac{1}{4}$ SW $\frac{1}{4}$ to a point on the East margin of the County Road along the West side of said NW $\frac{1}{4}$ SW $\frac{1}{4}$; thence North along the East margin of said County Road 80 feet, more or less, to the Southwest corner of a tract of land described in Book 172 at page 277 of the Record of Deeds; thence East 209 feet to the Southeast corner of said Tract; thence North 209 feet to the Northeast corner of said Tract; thence West 209 feet to a point on the East margin of the County Road; thence North along the East margin of said County Road, 705 feet more or less, to the point of beginning. EXCEPTING THEREFROM, the following described parcels, to wit:

Beginning at a point 1045 feet South and 269 feet West of the Northeast corner of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 22, Township 28 South, Range 14 East of the Willamette Meridian, thence South 209 feet; thence West 104 $\frac{1}{2}$ feet; thence North 209 feet; thence East 104 $\frac{1}{2}$ feet to the place of beginning. (Book 66 page 602 R/D)

Beginning at a point 1045 feet South and 807 feet West of the Northeast corner of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 22, Township 28 South, Range 14 East of the Willamette Meridian, thence running South 209 feet; thence West 209 feet; thence North 209 feet; thence East 209 feet to the point of beginning. (Book 66 page 17 R/D.)

ALSO EXCEPTING THEREFROM, that portion of the following described property, lying within the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 22, Township 28 South, Range 14 East of the Willamette Meridian, described as follows: Beginning at a point 1314 feet South and 1076 feet West of the Northeast corner of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 22, Township 28 South, Range 14 East of the Willamette Meridian, thence running South 209 feet; thence West 209 feet; thence North 209 feet; thence East 209 feet to the place of beginning. (Book 66 page 16 R/D.)

ALSO EXCEPTING THEREFROM, that portion of the following described property lying within the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 22, Township 28 South, Range 14 East of the Willamette Meridian, described as follows: Beginning at a point 1314 feet South and 963 $\frac{3}{4}$ feet West of the Northeast corner of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 22, Township 28 South, Range 14 East of the Willamette Meridian, thence running South 104 $\frac{1}{2}$ feet; thence East 52 $\frac{1}{2}$ feet; thence South 104 $\frac{1}{2}$ feet; thence West 104 $\frac{1}{2}$ feet; thence North 209 feet; thence East 52 $\frac{1}{2}$ feet to the place of beginning. (Deed Book 64 page 194 R/D.)

ACQUIRED TIMBER CUTTING AND TIMBER SALES AGREEMENTSSCOTT PAPER COMPANY

(Skagit County)

<u>Agreement</u>	<u>Party</u>	<u>Exp. Date</u>	<u>Parcel Affected</u>
1. Alden Creek Skyline	Northwest Hardwoods	Ext. to 07/31/89	T35W, R0E, 029
2. Jordan Falls	T.A.T. (U.S.A.) Corp.	Ext. to 11/01/89	T35W, R11E, S28 T35W, R11E, S29

THREE RIVERS TIMBER COMPANY

(Skagit County)

<u>Agreement</u>	<u>Party</u>	<u>Exp. Date</u>	<u>Parcel Affected</u>
3. Homestead Pole	Cosar Industries	00/31/89	T36W, R4E, 027
4. O'Brien Hardwoods	T.A.T. (U.S.A.) Corp.	12/31/89	T35W, R10E, S26 T35W, R10E, S27 T35W, R10E, S34
5. Swade	Topi & Talbot	00/30/89	T36W, R4E, 034

THREE RIVERS TIMBER COMPANY

(Whatcom County)

<u>Agreement</u>	<u>Party</u>	<u>Exp. Date</u>	<u>Parcel Affected</u>
6. Headwaters	T.A.T. (U.S.A.) Corp.	00/01/89	T37W, R6E, 033

EXHIBIT C

12384

HOUMAN FARMS CONTRACTNECKT PAPER COMPANY

(Oragie County)

<u>Agreement</u>	<u>Exp. Date</u>	<u>Parcel Affected</u>
1. Jordan Ridge	12/31/89	T35N, R11E, S30 T35N, R10E, S29
2. Lyman Leavo	12/31/89	T36N, R9E, S22 T36N, R9E, S27 T36N, R9E, S28

THREE RIVERS TIMBER COMPANY

(Oragie County)

<u>Agreement</u>	<u>Exp. Date</u>	<u>Parcel Affected</u>
3. Whitefish	12/31/89	T35N, R8E, S28 T35N, R8E, S29 T35N, R8E, S33
4. White Rock	12/31/89	T35N, R8E, S28 T35N, R8E, S29 T35N, R8E, S33

THREE RIVERS TIMBER COMPANY

(Whateon County)

<u>Agreement</u>	<u>Exp. Date</u>	<u>Parcel Affected</u>
5. Boakey	12/31/89	T37N, R6E, S28

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath County Title Co. the 6th day
of July A.D., 19 89 at 1:20 o'clock PM., and duly recorded in Vol. M89,
of Deeds on Page 12338.

Evelyn Biehn, County Clerk

By Quinn McKinlay

FEE \$238.00