

33109

KCT - 42911

STATE OF OREGON

Uniform Commercial Code - Financing Statement - Real Property -
Form UCC-1A

M91/15871

THIS FORM FOR COUNTY FILING USE ONLY

FOR FILING IN KLAMATH COUNTY

County Filing Officer Use Only

This FINANCING STATEMENT is presented to the county filing officer pursuant to the Uniform Commercial Code.

1A. Debtor Name(s):

CROWN PACIFIC, LTD.

1B. Debtor Mailing Address(es):

121 SW Morrison
Portland, OR 97204

2A. Secured Party Name(s):

CAPITAL CONSULTANTS,
INC., Agent

2B. Address of Secured Party from
which security information is obtainable:

2300 SW First Avenue
Portland, OR 97201

4A. Assignee of Secured Party (if any)

4B. Address of Assignee:

3. This financing statement covers the following types (or items) of property:
(Check if applicable.)

☐ The goods are to become fixtures on:

☐ The above timber is standing on:

☐ The above minerals or the like (including gas and oil) or accounts will be financed at the wellhead or minehead of the well or mine located on:

(Describe real estate)

SEE SCHEDULE A, ATTACHED HERETO AND INCORPORATED HEREIN BY
THIS REFERENCE.

and the financing statement is to be filed for record in the real estate records. (If the debtor does not have an interest of record) The name of a record owner is:

Check box if products of collateral are also covered ☒ Number of additional sheets attached: 16

Debtor hereby authorizes the Secured Party to record a carbon, photographic or other reproduction of this form, financing statement or security agreement as a financing statement under ORS Chapter 79.

Signature of Debtor required in most cases
Signature(s) of Secured Party in cases covered by ORS 79.4020.

By: CROWN PACIFIC LTD.

Required Signature(s)

INSTRUCTIONS

- PLEASE TYPE THIS FORM.
- If the space provided for any item(s) on this form is inadequate, the item(s) should be continued on additional sheets. Only one copy of such additional sheets need to be presented to the county filing officer. DO NOT STAPLE OR TAPE ANYTHING TO THIS FORM.
- This form (UCC-1A) should be recorded with the county filing officers who record real estate mortgages. This form cannot be filed with the Secretary of State. Send the Original to the county filing officer. The Recording Party Copy is for your use.
- After the recording process is completed the county filing officer will return the document to the party indicated. The printed termination statement below may be used to terminate this document.
- The RECORDING FEE must accompany the document. The fee is \$5 per page.
- Be sure that the financing statement has been properly signed. Do not sign the termination statement (below) until this document is to be terminated.

Recording party contact name: Robin B. Parisi, Esq.

Recording party telephone number: 503/778-2145

Return to: (name and address)

ROBIN B. PARISI, ESQ.
Lane Powell Spears Lubersky
520 SW Yamhill Street
Portland, OR 97204-1383

Please do not type outside of bracketed area

TERMINATION STATEMENT - This statement of termination of financing is presented for filing pursuant to the Uniform Commercial Code. The Secured Party no longer claims a security interest under the financing statement bearing the recording number shown above.

By: _____
Signature of Secured Party(ies) or Assignee(s)

Stevens-Ness Law Publishing Company
Portland, OR 97204 - (503) 223-3137

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SCHEDULE A TO
UCC FINANCING STATEMENT
 (Washington and Oregon)

All of Debtor's right, title and interest in and to (each as defined below) all Accounts, Chattel Paper, Deposit Accounts, Documents, Equipment, General Intangibles, Instruments, Inventory and Books to the extent the same (a) are located on the property more particularly described in Exhibit A (the "Property"), (b) arise directly from or are used principally in connection with Debtor's ownership or operation of the Property, or (c) pertain principally to the Property or to Debtor's ownership or operation thereof, and whether now owned or hereafter acquired or arising (collectively, the "Collateral"), including, without limitation, the items listed on Exhibit B, and products and proceeds of any and all of the foregoing. Individual components of the Collateral are defined as follows:

1. Accounts means any and all accounts, accounts receivable, contract rights and all rights to payment for merchandise, goods, or commodities sold or leased or to be sold or leased, or for services rendered or to be rendered, however evidenced, and all other forms of obligations owing to Debtor, all guaranties and security therefor, and letters of credit relating thereto, in each case whether now existing or hereafter acquired or created including, without limitation:

(a) all agreements and all royalty and other contractual rights of Debtor to all water, steam thermal energy, other geothermal resources, oil, gas, hydrocarbons, gravel, phosphate, lime rock, 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 real property together with all associated surface access and mining or drilling rights in, on, under or pertaining to real property;

(b) All agreements, contracts, arrangements or other contractual obligations whereby Debtor or its predecessors in interest have granted, grant or will grant to third persons the right to cut, harvest or otherwise remove timber from real property;

(c) All timber sale agreements, log sale agreements, purchase orders, purchase and sale agreements and other contractual obligations whereby Debtor as seller is or may become obligated to cut, harvest or otherwise remove timber harvested from real property and to sell, exchange or deliver such timber to third persons;

(d) All agreements, contracts or other contractual obligations whether now existing or hereafter created whereby third persons have granted or will grant to Debtor the right to cut, harvest, or otherwise remove timber from real property not owned by Debtor at the pertinent time, and all other rights of Debtor to cut, harvest, or otherwise remove timber from real property not owned by Debtor at the time in question (the contracts and agreements referred to at clauses (b), (c) and (d) of this Section 1.1 are together called the "Harvesting Contracts"), and

(e) Any and all present and future amendments, modifications, supplements, extensions, and renewals to any of the foregoing agreements, contracts and other contractual obligations.

2. Books means all books, records and other written, electronic or other documentation in whatever form maintained now or hereafter by or for Debtor in connection with the ownership of its assets or the conduct of its business or evidencing or containing information relating to the Collateral including:

(a) ledgers;

(b) records indicating, summarizing, or evidencing Debtor's assets (including Inventory and Rights to Payment), business operations or financial condition including, without limitation, all plans prepared for the harvesting or cutting of timber;

(c) computer programs and software;

(d) computer discs, tapes, files, manuals, spreadsheets;

(e) computer printouts and output of whatever kind;

(f) any other computer prepared or electronically stored, collected or reported information and equipment of any kind; and

(g) any and all other rights now or hereafter arising out of any contract or agreement between Debtor and any service bureau or computer or data processing company charged with preparing or maintaining any of Debtor's books or records or with credit reporting, including with regard to Debtor's Accounts.

3. Chattel Paper means all writings of whatever sort that evidence a monetary obligation and a security interest in or lease of specific goods, whether now existing or hereafter arising.

4. Deposit Account means any demand, time, savings, passbook or like account now or hereafter maintained by or for the benefit of Debtor with a bank, savings and loan association, credit union or like organization and all funds and amounts therein, whether or not restricted or designated for a particular purpose.

5. Document means any and all documents of title, bills of lading, dock warrants, dock receipts, warehouse receipts and other documents of Debtor, whether or not negotiable, and includes all other documents that purport to be issued by a bailee or agent and purport to cover goods in any bailee's or agent's possession that are either identified or are fungible portions of an identified mass, including such documents of title made available to Debtor for the purpose of ultimate sale or exchange of goods or for the purpose of loading, unloading, storing, shipping, transshipping, manufacturing, processing or otherwise dealing with goods in a manner preliminary to their sale or exchange, in each case whether now existing or hereafter acquired.

6. Equipment means all now existing or hereafter acquired equipment, machinery, furniture, furnishings, trade fixtures and fixtures in which Debtor now has or thereafter acquires any right, and all other goods and tangible personal property (other than Inventory), including tools, parts and supplies, automobiles, trucks, tractors and other vehicles, computer and other electronic data processing equipment and other office equipment, computer programs and related data processing software, and all additions, substitutions, replacements, parts, accessories, and accessions to and for the foregoing, now owned or hereafter acquired, and including any of the foregoing that are or are to become fixtures on real property.

7. General Intangibles means all general intangibles and all other personal property of Debtor, now existing or hereafter acquired, other than Accounts, Chattel Paper, Deposit Accounts, Documents, Books, Equipment, Instruments and/or Inventory, including:

(a) all tax and other refunds, rebates or credits of every kind and nature to which Debtor is now or hereafter may become entitled;

(b) all goodwill, choices in action and causes of action, whether legal or equitable, whether in contract or tort and however arising;

(c) all Intellectual Property Collateral;

(d) all uncertificated securities and interest in limited and general partnerships;

(e) all rights of stoppage in transit, replevin and reclamation;

(f) all licenses, permits, consents, indulgences and rights of whatever kind issued in favor of or otherwise recognized as belonging to Debtor by any governmental agency including without limitation any and all permits, entitlements, licenses, orders, approvals, exemptions, authorizations, certifications, franchises, building permits, subdivision site plans, environmental approvals, sewer and waste discharge permits, water appropriative rights and permits, zoning and land use entitlement and other authorizations whether now existing or hereafter issued to or obtained by or on behalf of Debtor; and

(g) all indemnity agreements, guaranties, insurance policies and other contractual, equitable and legal rights of whatever kind or nature.

8. Instruments means any and all negotiable instruments, certificated securities and every other writing that evidences a right to the payment of money, in each case whether now existing or hereafter acquired.

9. Intellectual Property Collateral means the following properties and assets owned or held by Debtor or in which Debtor otherwise has any interest, now existing or hereafter acquired or arising:

(a) all patents and patent applications, domestic or foreign, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses, all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof;

(b) all copyrights and applications for copyright, domestic or foreign, together with the underlying works of authorship (including titles), whether the underlying works of authorship have been published and whether said copyrights are statutory or arise under the common law, and all other rights and works of authorship, all rights, claims and demands in any way relating to any such copyrights or works, including royalties and right to sue for past, present or future infringement, and all rights of renewal and extension of copyright;

(c) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses, whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(d) all trade secrets, confidential information, customer lists, license rights, advertising materials, operating manuals, methods, processes, know-how, sales literature, drawings, specifications, blue prints, descriptions, inventions, name plates and catalogs; and

(e) the entire goodwill of or associated with the business now or hereafter conducted by Debtor connected with and symbolized by any of the aforementioned properties and assets.

10. Inventory means any and all of Debtor's goods (including goods in transit) whether now owned or hereafter acquired, that are held for sale, lease or other disposition, including those held for display or demonstration or out on lease or consignment or to be furnished under a contract of service or that are raw materials, work in process, finished materials, or materials used or consumed, or to be used or consumed, in Debtor's business, and the resulting product or mass, and all repossessed, returned, rejected, reclaimed and replevied goods, together with all materials, parts, supplies, packing and shipping materials used or usable in connection with the manufacture, packing, shipping, advertising, selling or furnishing of such goods; and all other items hereafter acquired by Debtor by way of substitution, replacement, return, repossession or otherwise, and all additions and accessions thereto, and any Document representing or relating to any of the foregoing at any time.

11. Proceeds means whatever is receivable or received from or upon the sale, lease, license, collection, use, exchange or other disposition, whether voluntary or involuntary, of any Collateral or other assets of Debtor, any and all proceeds of any insurance, indemnity, warranty or guaranty payable to or for the account of Debtor from time to time with respect to any of the Collateral, any and all payments (in any form whatsoever) made or due and payable to Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral by any governmental agency (or any person acting under any color of governmental authority), any and all other amounts from time to time paid or payable under or in connection with any of the Collateral or for or on account of any damage or injury to or conversion of any Collateral by any person, and all proceeds of proceeds.

12. Rights to Payment means all Accounts, Chattel Paper, Documents, General Intangibles, Instruments and Proceeds (other than cash Proceeds).

In no event, however, shall the Collateral include cash deposits held by The Sumitomo Bank, Ltd., pursuant to that certain Pledge Agreement dated as of July 7, 1989, between Debtor and The Sumitomo Bank, Ltd.

EXHIBIT A
KLAMATH COUNTY

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 $\frac{1}{4}$

KLAMATH COUNTY Continued

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

KLAMATH COUNTY Continued

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 BScheduled Collateral

(a) All amounts hereafter paid or payable under and pursuant to (i) that certain promissory note dated September 15, 1989, and given by Trillium Corporation to Debtor in the original principal amount of \$2,000,000, or (ii) that certain Unconditional Guaranty dated September 15, 1989, given by David R. Syre to Debtor and pertaining to the Trillium Note;

(b) All amounts paid or payable, up to \$750,000, by Louis Leclezio to Debtor under that certain Real Estate Purchase and Sale Agreement dated July 15, 1991 and pertaining to the real property more particularly described in Schedule B-1;

(c) The Equipment used or held by Debtor in connection with its Prineville, Oregon, sawmill located on the real property more particularly described in Schedule B-2 (the "Mill Property") including, without limitation, the items of Equipment listed in Schedule B-3;

(d) All Accounts arising from Debtor's ownership or operation of the Mill Property;

(e) All log and lumber Inventory of Debtor from time to time at, or held by Debtor in connection with, Debtor's ownership and operation of the Mill Property;

(f) The cutting rights, timber sales and harvesting contracts and agreements listed in Schedule B-4.

DESCRIPTION: SCHEDULE B-1 (SKAGIT COUNTY (SIMILK BAY))

PARCEL "CC":

All of the 50 foot right-of-way through Section 3, Township 34 North, Range 2 East, W.M., as conveyed to the Puget Sound & Baker River Railway Company by deeds recorded as follows:

<u>Date</u>	<u>Auditor's File No.</u>	<u>Volume/Page</u>	<u>Location</u>
9/18/22	158953	127/473	Gov Lot 2
9/19/22	158994	127/482	E $\frac{1}{2}$ -SE-NW
9/21/22	159020	127/489	S $\frac{1}{2}$ -NW-NE-SW
9/21/22	159032	127/495	SW-NE-SW
9/23/22	159089	127/505	S $\frac{1}{2}$ -SW-SW
10/14/22	159600	127/585	W $\frac{1}{2}$ -SE-NW
12/26/22	161043	128/254	NE-SW-SW
3/22/23	162677	128/567	N $\frac{1}{2}$ -NW-NE-SW

Situate in the County of Skagit, State of Washington.

PARCEL "DD":

The Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 4, Township 34 North, Range 2 East W.M., EXCEPT that certain 60 foot strip conveyed to Skagit County for road purposes by deed dated March 29, 1894 and recorded March 30, 1894, in Volume 28 of Deeds, page 515, AND ALSO EXCEPT the following described tract:

Commencing at the Northwest corner of said subdivision:
thence South 150 feet along the West line thereof;
thence East 100 feet parallel to the North line of said subdivision;
thence North 150 feet to said North line of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$;
thence West 100 feet, more or less, along said North line to the point of beginning.

PARCEL "EE":

A parcel of tide lands of the second class suitable for the cultivation of oysters, as conveyed by the State of Washington, described as follows:

Beginning at the meander corner to Sections 8 and 9, Township 34 North, Range 2 East, W.M.:
thence South 0.83 chains to initial point of this description;
thence South 75° 50' West 23.71 chains;
South 15° 40' West 24.44 chains;
North 64° 27' East 33.23 chains;
North 1° 30' West 15.01 chains to initial point.
All in Section 8, Township 34 North, Range 2 East, W.M.

Situate in the County of Skagit, State of Washington.

DESCRIPTION CONTINUED:

PARCEL "FF":

Parcel A:

Government Lots 1, 2 and 3, and the South 330 feet of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 9, Township 34 North, Range 2 East, W.M., EXCEPT the West 20 feet of the Government Lot 3 and EXCEPT the West 20 feet of the South 330 feet of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, all as conveyed to Skagit County for road purposes by deed recorded September 15, 1913 in Volume 93 of Deeds, page 312.

Parcel B:

All tidelands of the second class, as conveyed by the State of Washington in deed recorded May 4, 1923 under Auditor's File No. 164186, lying in front of, adjacent to and abutting upon the following described tracts:

Government Lots 1 and 2 in Section 9, Township 34 North, Range 2 East, W.M., Also that portion of Government Lot 3 in said Section 9 measured along the meander line as follows:

Beginning at the point of intersection of the North line of said Lot 3 with said meander line and running thence South 45° West .79 chain, more or less, to an angle point in said meander line; thence South 14° East 2.50 chains, and South 19° West 9.60 chains to the terminal point of this description.

Parcel C:

All tidelands of the second class, as conveyed by the State of Washington in deed recorded May 21, 1912 under Auditor's File No. 91418, lying in front of, adjacent to and abutting upon that portion of Government Lot 3 in Section 9, Township 34 North, Range 2 East, W.M., lying East of the East line of the Jessie Thompson Road No. 241 produced South, EXCEPT that portion thereof as described in Parcel B above.

Situate in the County of Skagit, State of Washington.

DESCRIPTION CONTINUED:

PARCEL "GG":

Government Lot 1 in the Northwest corner of Section 10, Township 34 North, Range 2 East, W.M., according to the original government survey, which government lot lies Westerly of Government Lot 4 in the Swinomish Indian Reservation.

ALSO, all tidelands of the second class in front of the government meander line, described as follows:

Beginning at meander corner of Sections 9 and 10, Township 34 North, Range 2 East, W.M.;
thence North $36\frac{1}{4}^{\circ}$ East 9.60 chains;
thence East 3.95 chains to terminal point, and extending to mean low tide adjoining Section 10, Township 34 North, Range 2 East, W.M.

Situate in the County of Skagit, State of Washington.

SCHEDULE B-2

CROOK COUNTY
(Prineville mill)

Legal Description

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.

SCHEDULE B-3

15883

CROWN PACIFIC LTD.
PRINEVILLE SAWMILL ASSET LISTING

ASSET	1989 DELETIONS	1990 DELETIONS	1991 DELETIONS	03/31/91 BALANCE
ORIGINAL PURCHASE:				
66 CAT 933B LOADER	9,172.00	(9,172.00)		0.00
73 CAT 966C LOADER	26,566.00			26,566.00
73 CAT 966C TRACTOR	14,947.00	(14,947.00)		0.00
73 CAT 966C TRACTOR	4,416.00	(4,416.00)		0.00
73 CAT 966C TRACTOR	1,359.00	(1,359.00)		0.00
73 CAT 966C TRACTOR	14,947.00			14,947.00
78 HYSTER H1801 FORKLIFT	12,229.00			12,229.00
76 CAT V180 FORKLIFT	10,191.00			10,191.00
73 CAT 318 FORKLIFT	11,890.00			11,890.00
CAT V180B FORKLIFT	12,569.00			12,569.00
77 HYSTER H200HS FORKLIFT	679.00	(679.00)		0.00
66 CAT 966C TRACTOR	679.00			679.00
66 INC 304 TRACTOR	1,019.00			1,019.00
MILLER BIG WELDER BK4294B	2,038.00	(2,038.00)		0.00
66 CAT 966C TRACTOR	679.00			679.00
74 CHEV 3/4 T C-20	4,416.00			4,416.00
SHOP BUILT TRAILER LOADER	2,214,369.00			2,214,369.00
MILL EQUIPMENT	886,234.00			886,234.00
BOILER SYSTEM	778,255.00			778,255.00
DRY MILLS	113,352.00			113,352.00
FIRE SYSTEM	530,344.00			530,344.00
PLASTER MILL	117,812.00			117,812.00
RAIL SPUR	564,615.00			564,615.00
MILL BUILDINGS				
	5,332,777.00			
1988 ADDITIONS:				
66 CAT 966C TRACTOR	22,300.00			22,300.00
BANTAM 15 TON CRANE MODEL 304	3,559.00			3,559.00
• SNOWMOBILE	3,520.00	(3,520.00)		0.00
66 CAT 966C TRACTOR	15,101.24	(15,101.24)		0.00
66 CAT 966C TRACTOR	2,295.00	(2,295.00)		0.00
66 CAT 966C TRACTOR	26,870.59		(26,870.59)	0.00
66 CAT 966C TRACTOR	3,523.74			3,523.74
MISC SAWMILL MACHINERY	4,305.95			4,305.95
OFFICE EQUIP	1,425.00			1,425.00
PRINTER FURNITURE	13,262.82			13,262.82
OFFICE COMPUTERS	19,419.00			19,419.00
FUEL HOUSE				
EQUIPMENT HELD FOR SALE:	33,000.00			33,000.00
FIRE SYSTEM				
	152,582.34			

CROWN PACIFIC LTD.
PRINCEVILLE SAWMILL ASSET LISTING

ASSET	1989 DELETIONS	1990 DELETIONS	1991 DELETIONS	03/31/91 BALANCE
1989 ADDITIONS:				3,380.50
-----				8,854.00
MILLER WELDER	3,380.50			3,041.91
LETOURNEAU GENERATOR (OLD LETOURNEAU)	8,854.00			84,662.63
LETOURNEAU PARTS (OLD LETOURNEAU)	3,041.91			5,112.88
LOG LOADER (CAT 966D)	84,662.63			4,957.82
REBUILD TRUCK	5,112.88			0.00
REBUILD ENGINE PARTS	4,957.82		(6,500.00)	9,000.00
8997-12000-SUM-TRUCK	6,500.00			0.00
69 FREIGHTLINER SAWDUST TRUCK	9,000.00	(5,500.00)		7,879.00
90-07000-00000	5,500.00			20,901.50
* CASE 580C BACKHOE	7,879.00			63,608.95
90 FORD BRONCO S/N 1FM..4662	20,901.50			7,801.26
KILN CARTS	63,608.95			0.00
ROLLING STOCK UPGRADE (NEW PURCHASE R	7,801.26		(5,500.00)	3,317.12
490-TRUCKER-S/N-D33-11808	5,500.00			4,500.00
AUCTION EXPENSE	3,317.12			13,194.98
BRIDGEPORT VERTICAL MILL	4,500.00			24,089.74
BOILER SHUTDOWN	13,194.98			4,237.02
DRY KILN SHUTDOWN	24,089.74			9,472.43
CARLOADER WOOD	4,237.02			32,832.93
PLANER LIFT SKIDS	9,472.43			51,582.58
BOILER ROOM IMPROVEMENTS	32,832.93			11,657.46
PLANER AIR SYSTEM	51,582.58			31,027.38
MILL CHIPPER SYSTEM	11,657.46			60,744.70
REPLACE PSC EQUIPMENT	31,027.38			78,767.71
DRY KILN IMPROVEMENT	60,744.70			15,260.37
SAWMILL IMPROVEMENT	78,767.71			20,813.25
PLANER IMPROVEMENT	15,260.37			732.29
RESAW TRANSFER	20,813.25			1,539.63
9600 BAUD MOORE	732.29			736,531.95
CONCRETE OLD KILNS	1,539.63			1,078,146.33
NEW DRY KILNS	736,531.95			104,462.23
SMALL LOG MILL	1,078,146.33			3,528.13
BOG CHANGEOVER	104,462.23			123,609.55
PLANER STICKER/STACKER IMPROVEMENTS	3,528.13			17,452.26
LINEAL POSITIONER	123,609.55			49,217.17
SAWMILL STACKER IMPROVEMENTS	17,452.26			886.00
COVER SMALL LOG MILL	49,217.17			99,185.05
LEVELING SCREW SAWDUST BIN	886.00			108,792.39
SLABBER	99,185.05			794.16
HORIZONTAL RESAW	108,792.39			29,599.28
FIRE SYSTEM - SMALL LOG MILL	794.16			16,794.73
GANG EDGER	29,599.28			5,030.13
FUELING STATION	16,794.73			2,830.04
REWIRE WASTE CONVEYOR	5,030.13			103,263.07
TRADDER	2,830.04			3,235.53
SMALL LOG MILL ADDITION	103,263.07			
EDGER GUIDES	3,235.53			

CROWN PACIFIC LTD.
PRINEVILLE SAWMILL ASSET LISTING

ASSET	1989 DELETIONS	1990 DELETIONS	1991 DELETIONS	03/31/91 BALANCE
				372,703.71
MISC 1988 CIP	372,703.71			1,425.29
REPAIR FUEL HOUSE	1,425.29			2,511.00
AST COMPUTER	2,511.00			243.18
ASBESTOS CLEANUP	243.18			86,070.66
FABRICATION SHOP	86,070.66			92,069.80
LOG YARD IMPROVEMENTS	92,069.80			41,643.77
LOG YARD IMPROVEMENTS	41,643.77			125,990.11
LOG YARD CLEANUP	125,990.11			40,460.32
ROAD & DRIVEWAY REPAIR	40,460.32			21,000.93
PAPERWRAP & PAINT AREA	21,000.93			15,153.78
MILL PAINTING	15,153.78			3,911.96
DRAINAGE WORK	3,911.96			7,103.91
CARPENTER SHOP	7,103.91			3,622.69
STORAGE BUILDING	3,622.69			2,021.96
GATE & FENCE REPAIR	2,021.96			4,865.69
DOH BACKE INVENTORY PROGRAM	4,865.69			

	3,904,626.80			
1990 ADDITIONS:				(216.07)
-----				500.00
NEW DRY KILN	(216.07)			(5.00)
KILN CARLS	500.00			(112.50)
LOG YARD IMPR	(5.00)			5,036.66
SMALL LOG MILL	(112.50)			4,102.00
LINEAL POSITIONER	5,036.66			(60.00)
PAPER/PAINT AREA	4,102.00			11,212.00
LEVELING SCREW SAWDUST BIN	(60.00)			13,800.00
COVER SMALL LOG MILL	11,212.00			1,300.00
SLABBER	13,800.00			(337.13)
HORIZONTAL	1,300.00			2,004.60
SMALL LOG MILL ADDITION	(337.13)			4,400.00
CHIPPER BLOW PIPE	2,004.60			7,703.20
HYSTER ENGINE REBUILD	4,400.00			16,278.11
BLOW PIPE SAWDUST BIN	7,703.20			7,124.74
INSTALL CHIP BLOWER	16,278.11			39,272.40
EDGER TABLE	7,124.74			37,453.99
KILN SHUTDOWN	39,272.40			24,989.58
BLOCK BIN	37,453.99			0.48
FIRE SYSTEM WALL	24,989.58			3,580.91
1990 INTERNATIONAL CHIEF SNACK	14,574.48	(14,574.00)		48,721.85
TILING ROOM GRINDER	3,580.91			1,175.00
HEADRIG REBUILD	48,721.85			9,680.33
MISC MILL SHUTDOWN COSTS	1,175.00			7,709.99
SAWMILL DROP GATE	9,680.33			33,500.00
FUEL HOUSE REBUILD	7,709.99			0.00
* 76 CATERPILLAR D4D	33,500.00	(9,500.00)		63,184.55
1990 INTERNATIONAL CHIEF SNACK	9,500.00			
PAINTING OF MILL	63,184.55			

MACROW PACIFIC LTD.
PRINEVILLE SAWMILL ASSET LISTING

ASSET	1989 DELETIONS	1990 DELETIONS	1991 DELETIONS	03/31/91 BALANCE
				11,301.56
LOG DECK RACEWAY	11,301.56			250,342.80
CIP STICKER STACKER	250,342.80			6,528.89
CIP HEADRIC FLIPPERS	6,528.89			0.00
CIP HEADRIC FLIPPERS	1,067.00	(1,067.00)		1,422.00
01 FORD PICKUP T280 (SSW)	1,422.00			1,778.00
02 CHEV F0 CREW CAB	1,778.00			4,976.00
02 FORD PICKUP	4,976.00			3,554.00
• 63 KENWORTH FIRETRUCK	3,554.00			18,482.00
62 KENWORTH FIRETRUCK	18,482.00			1,067.00
• 01 JOHN DEER GRADER (SSW)	1,067.00			4,976.00
• 69 EW FIRETRUCK	4,976.00			6,156.00
MISC SAWMILL EXPENSE	6,156.00			1,225.55
KNIFE GRINDER (CIP)	1,225.55			
STACKER MODIFICATION (CIP)				
	681,152.71	(26,691.24)	(84,347.59)	(12,800.00)
				9,948,100.02

LEASED ASSETS:

INTOURNEAU LOG STACKER

PHONE SYSTEM

--- CURRENTLY BEING USED BY THE OREGON TREE FARMS

SCHEDULE B-4Harvesting Contracts

Reference is made to that certain Contract for Sale of Timber between Crown Pacific, Ltd., as Seller and Scott Timber Co., as Purchaser dated April 5, 1988, covering timber located on real property in the Counties of Lake and Klamath, State of Oregon.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath County Title Co. the 12th day
of Aug. A.D., 19 91 at 1:47 o'clock PM., and duly recorded in Vol. M91,
of Mortgages on Page 15871.

Evelyn Biehn • County Clerk

By Pauline Mulvender

FEE \$85.00