

K-42958
ASSIGNMENT AND ASSUMPTION OF
ROAD MAINTENANCE AND RELATED AGREEMENTS

This ASSIGNMENT AND ASSUMPTION OF ROAD MAINTENANCE AND RELATED AGREEMENTS (this "Assignment") is made as of this 20th day of October, 1991, by and between GILCHRIST TIMBER COMPANY, a Delaware corporation ("Assignor"), and CROWN PACIFIC (OREGON) LIMITED PARTNERSHIP, an Oregon limited partnership ("Assignee").

Recitals:

A. Assignor and Crown Pacific, Ltd. ("CPL") are the parties to that certain Agreement for Sale of Gilchrist Timber Company Properties, dated as of May 8, 1991, as amended (the "Gilchrist Agreement"), pursuant to which Assignor agreed to convey to CPL substantially all of the assets and properties of Assignor, including, without limitation, the right, title, and interest of Assignor in and to those agreements set forth on the attached Exhibit A (the "Agreements").

B. CPL has assigned to Assignee certain of its rights pursuant to the Gilchrist Agreement, including, without limitation, its rights in and to the Agreements.

C. Assignor desires to assign to Assignee any and all of Assignor's right, title, and interest in and to the Agreements, and Assignee desires to accept such assignment and to assume certain liabilities with respect to the Agreements.

Agreements:

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants of the parties contained in this Agreement, the parties agree as follows:

1. Assignment. Assignor hereby assigns, sells, and delivers to Assignee all of Assignor's right, title, and interest in and to the Agreements, and Assignee hereby accepts such assignment.

2. Assumption. Assignee hereby assumes and agrees to perform all obligations of Assignor under the Agreements arising from and after the date hereof (the "Assumed Liabilities").

3. Further Documents. Assignor hereby covenants that Assignor shall, at any time and from time to time, upon written request therefor, execute and deliver to Assignee such documents as Assignee may reasonably request in order to confirm the transfer to Assignee of, and to protect Assignee's right, title and interest in and to, all of the Agreements.

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4. Representations and Warranties. Assignor hereby represents and warrants to Assignee that, to the best knowledge of Assignor:

(a) each of the Agreements is in full force and effect;

(b) there are no uncured material defaults by any party under any of the Agreements, nor have any events occurred which, with the passage of time or the giving of notice, or both, might mature into a material default under any of the Agreements.

5. Indemnification of Assignee. Assignor hereby agrees to indemnify, defend, and hold harmless Assignee and Assignee's successors and assigns from and against any and all claims, losses, liabilities, and expenses, including reasonable attorneys' fees at trial or on any appeal or review, suffered or incurred by Assignee by reason of (i) any obligation or liability arising in connection with any of the Agreements other than the Assumed Liabilities; or (ii) the material inaccuracy or breach of any representation or warranty of Assignor contained in Section 4.

6. Indemnification of Assignor. Assignee hereby agrees to indemnify, defend, and hold harmless Assignor and Assignor's successors and assigns from and against any and all claims, losses, liabilities, and expenses, including reasonable attorneys' fees at trial or on any appeal or review, suffered or incurred by Assignor by reason of any of the Assumed Liabilities.

7. Attorneys' Fees. If a suit, action, or other proceeding of any nature whatsoever (including any proceeding under the U.S. Bankruptcy Code or any action to rescind this Assignment) is instituted in connection with any controversy arising out of this Assignment or to interpret or enforce any rights hereunder, the prevailing party shall be entitled to recover its attorneys', paralegals', accountants', and other experts' fees and all other fees and costs, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the court at trial or on any appeal or review, in addition to all other amounts provided by law.

8. Binding Effect. This Assignment shall be binding upon and shall inure to the benefit of the successors and assigns of the parties.

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9. Governing Law. This Assignment shall be governed by, interpreted under, and enforceable in accordance with the laws of the State of Oregon.

Assignor:

GILCHRIST TIMBER COMPANY, a
Delaware corporation

By: Charles F. Shotts
Charles F. Shotts, President

Assignee:

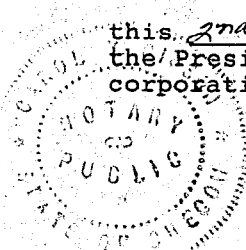
CROWN PACIFIC (OREGON) LIMITED
PARTNERSHIP, an Oregon limited
partnership

By: CROWN PACIFIC, LTD., General
Partner

By: Roger L. Krage
Roger L. Krage, Secretary

STATE OF OREGON)
) ss.
County of Multnomah)

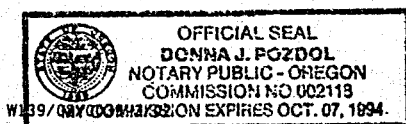
The foregoing instrument was acknowledged before me on this 2nd day of October, 1991, by Charles F. Shotts, who is the President of Gilchrist Timber Company, a Delaware corporation, on behalf of the corporation.



Carol Y. Gibson
Notary Public for Oregon
My Commission Expires: 6-7-92

STATE OF OREGON)
) ss.
County of Multnomah)

The foregoing instrument was acknowledged before me on this 2nd day of October, 1991, by Roger L. Krage, who is the Secretary of Crown Pacific, Ltd., an Oregon corporation, on behalf of the corporation in its capacity as General Partner of Crown Pacific (Oregon) Limited Partnership.



Donna J. Pozdol
Notary Public for Oregon
My Commission Expires: 10/07/94

EXHIBIT A

1. Winema National Forest Road Management and Maintenance Agreement between Gilchrist Timber Company and USDA Forest Service dated June 10, 1983.
2. Fremont National Forest Road Management and Maintenance Agreement between Gilchrist Timber Company and USDA Forest Service dated December 30, 1975.
3. Deschutes National Forest Road Management and Maintenance Agreement between Gilchrist Timber Company and USDA Forest Service dated January 8, 1981.
4. Indenture for right of way between Gilchrist Timber Company and Shevlin-Hixon Company dated August 12, 1943.
Recorded in Deschutes County Deed Records Book 63, Page 622.
Recorded in Lake County Deed Records Book 90, Page 187.
Recorded in Klamath County Deed Records Book 159, Page 300.

Assignment from Shevlin-Hixon Company to Brooks-Scanlon, Inc. dated December 12, 1950.
Recorded in Deschutes County Deed Records Book 96, Page 300.
Recorded in Klamath County Deed Records Book 245, Page 590.
Recorded in Lake County Deed Records Vol. 109 Page 504.

Assignment from Diamond International Corporation (acquired the interest of Shevlin-Hixon Company) to Diamond Group, Inc. dated October 8, 1986.
Recorded in Deschutes County Deed Records Book 139, Page 1137.
Recorded February 6, 1987 Vol. 206 Page 281 Deed Records of Lake County
Recorded February 9, 1987 Vol. M87 Page 2089 Deed Records of Klamath County

Modification recorded February 29, 1952 in Vol. 253 Page 222 Deed Records of Klamath County

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath County Title Co. the 4th day
of Oct. A.D. 19 91 at 2:48 o'clock P. M. and duly recorded in Vol. M91
of Deeds on Page 20413
By Evelyn Biehn County Clerk
Pauline M. Biehn

FEE \$43.00