Standard Forms UCC January 1990 LEXIS®

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SCHEDULE I TO UCC-3 FINANCING STATEMENT AMENDMENT

DEBTOR:

CROWN PACIFIC (OREGON) LIMITED PARTNERSHIP One Financial Center Suite 900 121 S.W. Morrison Street Portland, Oregon 97204

SECURED PARTY:

BANK OF MONTREAL, as Agent for the Lenders 115 South LaSalle Street 11th Floor Chicago, Illinois 60603

Schedule I to that certain Uniform Commercial Code financing statement between the Debtor and the Secured Party, filed for record in the real estate records of Klamath County, Oregon in Volume M91, page 21006, is hereby amended and restated to read in its entirety as follows:

SCHEDULE I TO UCC-1 FINANCING STATEMENT

DEBTOR:

CROWN PACIFIC (OREGON) LIMITED PARTNERSHIP One Financial Center Suite 900 121 S.W. Morrison Street Portland, Oregon 97204

SECURED PARTY:

BANK OF MONTREAL, as Agent for each of the Lender Parties 115 South LaSalle Street 11th Floor Chicago, Illinois 60603

The financing statement to which this <u>Schedule I</u> is attached relates to and covers all of the Debtor's Equipment, Inventory,

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Receivables, Intellectual Property Collateral and Other Collateral (collectively, the "Collateral"), whether now or hereafter existing or acquired, in which a security interest is granted to the Secured Party.

<u>Certain Terms</u>. The following terms (whether or not underscored) when used in this <u>Schedule I</u> shall have the following meanings (such definitions to be equally applicable to the singular and plural forms thereof):

"Account Bank" means any bank serving in the capacity of agent for the Secured Party under any Bank Agency Agreement.

"Acquisition Agreement" means that certain Agreement for Sale of Gilchrist Timber Company Properties, dated as of May 8, 1991 and as amended as of June 25, 1991, July 15, 1991, July 23, 1991 and September 30, 1991, by and between CPL and Gilchrist Timber Company, as the same may be further amended or otherwise modified and in effect from time to time.

"Bank Agency Agreement" means any agreement entered into by any financial institution, the Debtor and the Secured Party pursuant to which, inter alia, (i) such financial institution is appointed by the Secured Party as its agent and pledgee-in-possession for certain accounts of the Debtor at such financial institution and certain other property of the Debtor, and (ii) such financial institution accepts such appointment.

"Computer Hardware and Software Collateral" means:

- (a) all computer and other electronic data processing hardware, integrated computer systems, central processing units, memory units, display terminals, printers, features, computer elements, card readers, tape drives, hard and soft disk drives, cables, electrical supply hardware, generators, power equalizers, accessories and all peripheral devices and other related computer hardware;
- (b) all software programs (including both source code, object code and all related applications and data files), whether now owned, licensed or leased or hereafter acquired, designed for use on the computers and electronic data processing hardware described in <u>clause</u> (a) above;
 - (c) all firmware associated therewith;
- (d) all documentation (including flow charts, logic diagrams, manuals, guides and specifications) with respect to such hardware, software and firmware described in the preceding clauses (a) through (c); and

(e) all rights with respect to all of the foregoing, including, without limitation, any and all copyrights, licenses, options, warranties, service contracts, program services, test rights, maintenance rights, support rights, improvement rights, renewal rights and indemnifications and any substitutions, replacements, additions or model conversions of any of the foregoing.

"Copyright Collateral" means all copyrights and all semiconductor chip product mask works, whether statutory or common
law, registered or unregistered, now or hereafter in force
throughout the world including, without limitation, all right,
title and interest in and to all copyrights and mask works
registered in the United States Copyright Office or anywhere else
in the world, and all applications for registration thereof,
whether pending or in preparation, all copyright and mask work
licenses, the right to sue for past, present and future
infringements of any thereof, all rights corresponding thereto
throughout the world, all extensions and renewals of any thereof
and all proceeds of the foregoing, including, without limitation,
licenses, royalties, income, payments, claims, damages and

"CPL" means Crown Pacific, Ltd., an Oregon corporation.

"Credit Agreement" means that certain Credit Agreement, dated as of October 4, 1991 (together with all amendments and other modifications, if any, from time to time made thereto) among the Debtor, the Lenders and the Secured Party.

"Equipment" means equipment in all of its forms, wherever located, including but not limited to all machinery, furnishings, vehicles and all parts thereof and all accessions, additions, attachments, improvements, substitutions and replacements thereto and therefor.

"Indemnity Agreement" means that certain Indemnity
Agreement, dated as of October 4, 1991, by and among Gilchrist
Timber Company, CPL and the Debtor, as the same may be amended or
otherwise modified and in effect from time to time.

"Intellectual Property Collateral" means, collectively, the Computer Hardware and Software Collateral, the Copyright Collateral, the Patent Collateral, the Trademark Collateral and the Trade Secrets Collateral.

""Inventory" means all inventory in all of its forms,
wherever located, including

(a) all Timber, logs, lumber, plywood, veneer, chips and log by-products and all other wood products of any

nature whatsoever, all raw materials and work in process therefor, finished goods thereof, and materials used or consumed in the manufacture or production thereof,

- (b) all goods in which any Person has an interest in mass or a joint or other interest or right of any kind (including goods in which any Person has an interest or right as consignee), and
- (c) all goods which are returned to or repossessed by any Person,

and all accessions thereto, products thereof and documents therefor.

"Land" means all of the land described on Exhibit A hereto.

"Lenders" means the various lenders as are, or may from time to time become, parties to the Credit Agreement.

"Lender Party" means, as the context may require, any Lender, the Secured Party or Bank of Montreal, not in its capacity as a Lender or as the agent for the Lenders under the Credit Agreement but in its individual capacity as a party to any agreement with the Debtor regarding Hedging Obligations of the Debtor to Bank of Montreal, and each of their respective successors, transferees and assigns, and each of its respective successors, transferees and assigns.

"Letter of Credit" means that certain Irrevocable Standby Letter of Credit Number S071070 issued October 3, 1991 of United States National Bank of Oregon in the original face amount of \$25,000,000 for the benefit of CPL and the Debtor and for the account of Gilchrist Timber Company.

"Other Collateral" means

- (a) all books, records, writings, data bases, information and other property relating to, used or useful in connection with, evidencing, embodying, incorporating or referring to, any of the Debtor's Equipment, Inventory, Receivables and Intellectual Property Collateral of the Debtor;
- (b) all money and property of the Debtor now or at any time in the possession or under the control of, or in transit to, the Secured Party, any Account Bank, the Debtor, or any bailee, agent or custodian of the Secured Party, any Account Bank or the Debtor;

- all right, title and interest, if any, in and to all accounts maintained by the Debtor at any Account Bank or any other financial institution, including, without limitation, (i) the lockbox and collection account No. 110001004549 with West One Bank, Portland, Oregon (the "Lockbox Account"), (ii) the concentration account No. 235-121-1 with Harris Trust and Savings Bank, Chicago, Illinois (the "Main Concentration Account"), (iii) the operating account No. 235-119-5 with Harris Trust and Savings Bank, Chicago, Illinois (the "Operating Account"), and (iv) any other accounts now or hereafter existing or maintained with any other bank or financial institution to accomplish the same purpose as the Lockbox Account, the Main Concentration Account or the Operating Account; all funds on deposit in each such account, all investments arising out of such funds, all claims thereunder or in connection therewith and all cash, securities, rights and other property at any time and from time to time received, receivable or otherwise distributed in respect of such accounts, such funds or such investments;
- (d) all rights to receive moneys due and to become due under or pursuant to the Acquisition Agreement, all rights to receive proceeds of any insurance, indemnity, warranty, guaranty or collateral security with respect to the Acquisition Agreement, all claims for damages arising out of or for breach of or default under the Acquisition Agreement, and the right to terminate the Acquisition Agreement, to perform thereunder and to compel performance and otherwise exercise all remedies thereunder;
- (e) the Pledged Note and the indebtedness evidenced thereby, together with all cash and non-cash payments and of other property received or to be received with respect thereto:
- (f) all rights to receive moneys due and to become due under or pursuant to the Indemnity Agreement, all rights to receive proceeds of any insurance, indemnity, warranty, guaranty or collateral security with respect to the Indemnity Agreement, all claims for damages arising out of or for breach of or default under the Indemnity Agreement, and the right to compel performance and otherwise exercise all remedies thereunder;
- (g) all right, title and interest in and to the Letter of Credit, together with all cash and non-cash payments and any other property received or to be received with respect thereto;

- (h) all other property and rights of every kind and description and interests therein; and
- (i) all products, offspring, rents, issues, profits, returns, income and proceeds of and from any and all of the Collateral (including proceeds which constitute property of the types described regarding the Equipment, the Inventory, the Receivables, the Intellectual Property Collateral and the Other Collateral and, to the extent not otherwise included, all payments under insurance (whether or not the Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the Collateral).

"Patent Collateral" means:

- (a) all letters patent and applications for letters patent throughout the world, including all patent applications in preparation for filing anywhere in the world;
 - (b) all patent licenses;
- (c) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the items described in <u>clauses (a)</u> and <u>(b)</u>; and
- (d) all proceeds of, and rights associated with, the foregoing (including license royalties and proceeds of infringement suits), the right to sue third parties for past, present or future infringements of any patent or patent application, and for breach or enforcement of any patent license, and all rights corresponding thereto throughout the world.

"Person" means any natural person, corporation, partnership, firm, association, trust, government, governmental agency or any other entity, whether acting in an individual, fiduciary or other capacity.

"Pledged Note" means that certain promissory note, dated October 4, 1991, of CPL payable to the order of the Debtor in the principal amount of \$300,000 on or before November 4, 1991, as the same may be amended, modified or supplemented from time to time and together with any promissory note of CPL taken in extension or renewal thereof or substitution therefor.

"Receivables" means all accounts, contracts, contract rights, chattel paper, documents, instruments, and general intangibles, whether or not arising out of or in connection with the sale or lease of goods or the rendering of services, and all

rights now or hereafter existing in and to all security agreements, guaranties, leases and other contracts securing or otherwise relating to any such accounts, contracts, contract rights, chattel paper, documents, instruments, and general intangibles.

"Timber" means all crops and trees, timber to be cut from the Land or otherwise, whether severed or unsevered and including standing and down timber, stumps and cut timber remaining on the Land or otherwise, and logs, wood chips and other forest products, whether now located on or hereafter planted or growing in or on the Land or otherwise or now or hereafter removed from the Land or otherwise for sale or other disposition.

"Trademark Collateral" means:

- (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country;
 - (b) all Trademark licenses;
- (c) all reissues, extensions or renewals of any of the items described in <u>clauses (a)</u> and <u>(b)</u>;
- (d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (b); and
- (e) all proceeds of, and rights associated with, the foregoing, including any claim by the Debtor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license.

"Trade Secrets Collateral" means all common law and statutory trade secrets and all other confidential or proprietary or useful information and all know-how obtained by or used in or contemplated at any time for use in the business of any Person (all of the foregoing being collectively called a "Trade Secret"), whether or not such Trade Secret has been reduced to a writing or other tangible form, including all documents and things embodying, incorporating or referring in any way to such Trade Secret, all Trade Secret licenses, and including the right to sue for and to enjoin and to collect damages for the actual or threatened misappropriation of any Trade Secret license.

THE POLLOWING PROPERTY LOCATED IN DESCRIPTS COUNTY, ORECON:

PARCEL I:

IN TOWNSHIP SIXTEEN. (16) SOUTH, RANGE TEN (10) EAST OF THE WILLAMETTE MERIDIAL Deschutes County, Oregon:

Section 3: SWI/4, SEI/4, Lots 3 & 4

Section 4: Lots 1, 2, 5 6 6, W1/2 SE1/4, SE1/4 SE1/4 SW1/4 lying Southeast

of a line connecting the Northeast corner to the Southwest corner Section 5: All, Except that portion of the Southeast quarter of the Southeast quarter of the Southeast quarter lying Southeasterly of a line connecting the Northeast corner with the Southwest corner of said subdivision

Section 6: All

Section 7: All

Section 8: Lot 4, the W1/2; SW1/4 SE1/4; NW1/4 NE1/4, lying Northwest of a line connecting the Northeast corner with the Southwest corner; portion NW1/4 NW1/4 SE1/4, lying Southwest of a line connecting the Northwest corner to the Southeast corner; S1/2 NW1/4 SE1/4; portion NW1/4 NE1/4 SE1/4, lying Southeast of a line connecting the Northeast corner to the Southwest corner; SW1/4 NE1/4 SE1/4; E1/2 of Lot 3; portion SE1/4 of Lot 2, being further described as that portion SE1/4 SE1/4 NE1/4 lying Southeasterly of a line connecting the Northeast corner with the Southwest corner of said subdivision and portion NW1/4 of Govt. Lot 3 lying Southeasterly of a line connecting the Northeast corner of Northwest quarter of Govt. Lot 3 to the Southwest corner thereof

Section 9: Lots 1, 2, 3, 4, the W1/2 E1/2; SW1/4; SE1/4 NW1/4; portion NW1/4 NE1/4 NW1/4 lying Southeast of a line connecting the Northeast corner to the Southwest corner; E1/2 SW1/4 NW1/4; SW1/4 SW1/4 NW1/4; portion NW1/4 SW1/4 NW1/4 lying Southeast of a line connecting the Northeast corner to the Southwest corner; portion SE1/4 NW1/4 NW1/4 lying Southeast of a line connecting the Northeast corner to the Southwest corner; S1/2 NE1/4 NW1/4; NE1/4 NW1/4 NW1/4

Section 10: All

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

Section 15: All

Section 16: All

Section 17: All

Section 18: All

Section 19: All

Section 20: All

Section 21: All

Section 22: All

Section 23: All

Section 24: W1/2, SE1/4

Section 25: All

Section 26: All

Section 27: All

Section 28: All

Section 29: All

Section 30: All

Section 31: All

Section 32: All

Section 33: All

Section 34: All Section 35: All

Section 36: All

EXCEPTING THEREFROM that portion conveyed to Stephen E. Thompson, Jr., by decrece orded June 5, 1991 in Book 236. Rage 1800 of Deschutes County Official Records.

PARCEL II:

IN TOWNSHIP SIXTEEN (16) SOUTH, RANGE ELEVEN (11) EAST OF THE WILLAHETTE HERIDIAN, Deschutes County, Oregon:
Section 30: Lots 1, 2, 3 and 4; NE 1/4 NW 1/4; E 1/2 SW 1/4
Section 31: Lots 1 and 2, E 1/2 NW 1/4

EXCEPTING FROM Parcels I and II above that portion lying within the following described parcel of land: A parcel of land situated in Sections 10, 14. 15, 22, 23, 24, 25 and 26, TOWNSHIP SIXTEEN (16) SOUTH, RANGE TEN (10) EAST, and also Sections Thirty (30) and Thirty-one (31), TOWNSHIP SIXTEEN (16) RANGE ELEVEN (11), EAST OF THE WILLAMETTE MERIDIAN, Deschutes County, Oregon, being more particularly described as follows: Beginning at a point in the centerline of Forest Service Road No. 4606, on the East line of Section Ten (10), TOWNSHIP SIXTEEN (16) SOUTH, RANGE TEN (10) EAST, WILLAMETTE MERIDIAN; thence Southerly, on the East line of Section 10, to the corner common to Sections 10, 11, 14 and 15; thence Southerly on the line common to Section 14 and 15, to the Northwest corner of the Southwest Quarter of the Northwest Quarter (SW 1/4 NW 1/4) of said Section 14; thence Easterly on the North line of said Southwest Quarter of the Borthwest Quarter (SW 1/4 NW 1/4), to the Northeast corner thereof; thence Southerly, on the East line of said Southwest Quarter of the Northwest Quarter (SW 1/4 NW 1/4) to the Southeast corner thereof; thence Southerly on the East line of the West Half of the Southwest Quarter (W 1/2 5W 1/4) of said Section 14, to the Southeast corner thereof, on the line common to Sections 14 and 23, Township 16 South, Range 10 East, W.M.; thence Easterly on the line common to said Sections 14 and 23, to the corner common to Sections 13, 14, 23 and 24, Township 16 South, Range 10 East, Willamette Meridian; thence Easterly on the line common to Sections 13 and 24, to the Quarter corner common to said Sections 13 and 24; thence Southerly on the North-South centerline of said Section 24, to the Center Quarter corner of said Section; thence Easterly on the East-West centerline of said Section 24, to the Quarter corner on the Range line common to said Section 24 and Section 19, Township 16 South, Range 11 East, Willamette Meridian; thence Southerly on said Range line - Section line, to the corner common to Sections 24 and 25, Township 16 South, Range 10 East and Sections 19 and 30, Township 16 South, Range 11 East, Willamette Meridian; thence Easterly on the line common to Sections 19 and 30, to the Quarter corner common to said Sections 19 and 30; thence Southerly on the North-South centerline of said Section 30, to the Southeast corner of the Northeast Quarter of the Northwest Quarter (NE 1/4 NW 1/4) of said Section 30; thence Westerly, on the South line of said Northeast Quarter of the Northwest Quarter (NE 1/4 NW 1/4) to the Southwest corner thereof; thence Southerly, on the West line of the Southeast Quarter of the Northwest Quarter (SE 1/4 NW 1/4) of said Section 30, to the Southwest corner thereof, thence Easterly, on the East-West centerline of said Section 30, to the Center Quarter corner of said Section 30; thence Southerly, on the North-South centerline of said Section 30, to the Quarter corner common to Sections 30 and 31, Township 16 South, Range 11 East, W.M.; thence Southerly on the North-South centerline of said Section 31, to the Center Quarter corner of said Section 31; thence Westerly, on the East-West centerline of said Section 31, to a point in the as-travelled centerline of Forest Service Road No. 4606; thence following the as-travelled centerline of said Forest Service Road No. 4606, which meanders in a Northwesterly direction, more or less, through Sections 31 and 30, Township 16 South, Range 11 East, and through Sections 25, 26, 23, 24, 23 (again), 22, 15 and 10, Township 16 South, Range 10 East, W.H. tc the point of beginning.

LECAL DESCRIPTION, CONTINUED

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IN TOWNSHIP SEVENTEEN (17) SOUTH, RANGE ELEVEN (11) EAST OF THE WILLAWITE HERIDIAN.
Deschutes County, Oregon:
Section 6: Lot 7, SE 1/4 SW 1/4; S 1/2 SE 1/4
Section 8: SW 1/4
Section 9: NE 1/4; SW 1/4
Section 15: W 1/2; W 1/2 SE 1/4
Section 16: ALL
Section 17: NB 1/4
Section 18: Lote 3 and 4, NE 1/4; E 1/2 SW 1/4; SE 1/4
Section 19: ALL
Section 20: ALL
Section 22: W 1/2 NE 1/4; portion SE 1/4 NE 1/4 South of Main Road; W 1/2; SE 1/4
Section 23: 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.
Section 26: Portion of W 1/2 MW 1/4 and NW 1/4 SW 1/4 lying West of and being
    outside the boundary of Shevlin Park.
Section 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
 Section 28: ALL
             AL.L
 Section 29:
 Section 30:
             ALL
 Section 31:
             ALL
 Section 32:
            ALL
 Section 33: N 1/2; SW 1/4; N 1/2 SE 1/4; SW 1/4 SE 1/4; EXCEPT that portion of the
     real property lying South of Tunalo Creek located in the South Ealf of the
     Southwest Quarter ($ 1/2 SW 1/4) of Section 33, Township 17 South, Range 11
     East, Willamette Meridian, Deschutes County, Oregon.
 Section 34: NW 1/4 lying West of and being outside the boundary of Shevlin Park
 PARCEL III:
 IN TOWNSHIP SEVENTEEN (17) SOUTH, RANGE TEN (10) EAST OF THE WILLAMETTE MERIDIAN:
 Section 11
              ALL
  Section 2:
              ALL
  Section 3:
              ALL
  Section 4:
              ALL
  Section 5:
              ALL
              ALL
  Section 6:
            H 1/2 NE 1/4; SE 1/4 NE 1/4
  Section 7:
              H 1/2; HE 1/4 SV 1/4; SE 1/4
  Section 8:
               H 1/2; H 1/2 S 1/2; SE 1/4 SW 1/4; S 1/2 SE 1/4
  Section 9:
  Section 10: ALL
  Section 11:
               ALL
               ALL
  Section 12:
  Section 13: ALL
  Section 14: ALL
  Section 15: ALL
  Section 16: 8 1/2
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LECAL DESCRIPTION, CONTINUED

Section 21: NE 1/4 NE 1/4; E 1/2 SE 1/4
Section 22: ALL
Section 23: ALL
Section 25: ALL
Section 26: ALL
Section 27: E 1/2; NW 1/4
Section 34: NE 1/4 HE 1/4; E 1/2 SE 1/4; SW 1/4 SE 1/4; SE 1/4 SW 1/4
Section 35: ALL
Section 36: ALL

IN TOWNSHIP EIGHTEEN (18) SOUTH, RANGE TEN (10) EAST OF THE WILLAMETTE MERIDIAN:
Section 1: Lots 1, 2, 3 and 4; S 1/2 N 1/2; M 1/2 SE 1/4 LESS a tract of land in
the Southeast Quarter of the Northeast Quarter (SE 1/4 NE 1/4) of Section One
(1), TOWNSHIP EIGHTEEN (18) SOUTH, RANGE TEN (10) EAST OF THE WILLAMETTE
MERIDIAN, the same being a 200 foot wide strip, the centerline of which is
described as follows: Beginning at a point on the East line of said Section 1,
which point of 728 feet North of the East Quarter corner of said Section; thence
North 82° 20' West for a distance of 800 feet to the Westerly end of said tract.
Section 2: Lot 1, 2, 3 and 4; S 1/2 N 1/2; NW 1/4 SE 1/4; N 1/2 SW 1/4

Section 3: ALL
Section 4: The land only, said land being described as follows: \$ 1/2 NE 1/4, SE

1/4, LESS road right of way, excluding all improvements located thereon.

PARCEL IV:

IN TOWNSHIP EIGHTEEN (18) SOUTH, RANCE ELEVEN (11) EAST OF THE WILLAMETTE HERIDIAN:
Section 5: Lots 1, 2, 3 and 4; S 1/2 N 1/2; M 1/2 SW 1/4; NW 1/4 SE 1/4
Section 6: Lots 1, 2, 3, 4, 5 and 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

PARCEL V:

IN TOWNSHIP TWENTY-ONE (21) SOUTH, RANGE TEN (10) EAST OF THE WILLAMETTE MERIDIAN:

Section 4: SW 1/4

Section 7: Lot 1 and 2; S 1/2 ME 1/4 Section 7: Lot 2; ME 1/4; SE 1/4 NW 1/4

Section 8: W 1/2 NW 1/4

LEGAL DESCRIPTION, CONTINUED

PARCEL VI:

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IN TOWNSHIP TWENTY-TWO (22) SOUTH, RANGE NINE (9) EAST OF THE WILLAMETTE HERIDIAN:
             S 1/2 MW 1/4; M 1/2 SW 1/4
Saction 1:
             ALL, EXCEPT Lote 1, 2, 3 and 4
Section 2:
             ALL, EXCEPT Lote 1, 2, 3 and 4
Section 3:
Section 10:
             ALL
Section 11: H 1/2; SW 1/4; H 1/2 SE 1/4
            NW 1/4 NW 1/4
Section 12:
Section 14: W 1/2
Section 15:
             ALL
             ALL
Section 21:
             ALL
Section 22:
Section 23:
             ALL
Section 25: 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
Section 26: ALL, LESS road right of way
 Section 271
             ALL
 Section 28: ALL
 Section 29: ALL
 Section 31: Tive acres in the Southwest corner of Lot 2, being more particularly
     described as follows: SW 1/4 MW 1/4 EXCEPT any portion thereof lying within the
     plats of Wickiup Acres and Pine Grove Acres
 Section 32: ALL, LESS road right of way
              ALL, LESS road right of way
 Section 33:
 Section 34: ALL
 Section 35: H 1/2 HE 1/4; W 1/2; W 1/2 SE 1/4; SW 1/4 NE 1/4
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LEGAL DESCRIPTION

THE FOLLOWING PROPERTY LOCATED IN DESCRIPTS COUNTY, ORECON:

IN TOWNSHIP TWENTY-TWO (22) SOUTH, RANGE HINE (9) EAST, WILLAMETTE MERIDIAN, Deschutes County, Oregon:

Section Thirteen (13): The North Ealf of the Southeast Quarter (N 1/2 SE 1/4); The Southeast Quarter of the Southwest Quarter (SE 1/4 SW 1/4); The South Ealf of the Southeast Quarter (S 1/2 SE 1/4). EXCEPTING THEREFROM any portion thereof lying within Masten County Road.

Section Twenty-four (24): ALL; EXCEPT THAT portion lying within the rights of way of roads. EXCEPTING THEREFROM any portion thereof lying within Masten County Road.

IN TOWNSHIP TWENTY-TWO (22) SOUTH, RANGE TEN (10) EAST, WILLAMETTE MERIDIAN, Deschutes County, Oregon:

Section Seventeen (17): The Northwest Quarter of the Northwest Quarter (NW 1/4 KW 1/4); The West Balf of the Southwest Quarter (W 1/2 SW 1/4); and the Northeast Quarter of the Southwest Quarter (NE 1/4 SW 1/4).

Section Eighteen (18): The North Half of the Southeast Quarter (N 1/2 SE 1/4); The Northeast Quarter of the Southwest Quarter (NE 1/4 SW 1/4); The East Half of the Southeast Quarter of the Northeast Quarter (E 1/2 SE 1/4 NE 1/4); The Southwest Quarter of the Southeast Quarter of the Northeast Quarter (SW 1/4 SE 1/4 NE 1/4); The South Half of the Southeast Quarter of the Southwest Quarter of the Kortheast Quarter (S 1/2 SE 1/4 SW 1/4 NE 1/4); The Northeast Quarter of the Southeast Quarter of the Southeast Quarter of the Southeast Quarter of the Southeast Quarter of the Northeast Quarter (NE 1/4 SE 1/4 SW 1/4 NE 1/4); The Southeast Quarter of the Northeast Quarter of the Southeast Quarter of the Northeast Quarter (SE 1/4 NW 1/4 SE 1/4 NE 1/4); Lot Three (3) being the Northwest Quarter of the Southwest Quarter of the Southwest Quarter (SW 1/4 SW 1/4); The South Half of the Southeast Quarter (S 1/2 SE 1/4); the Southeast Quarter of the Southwest Quarter (SW 1/4 SW 1/4); The South Half of the Southeast Quarter (S 1/2 SE 1/4); the Southeast Quarter of the Southwest Quarter of the Southwest Quarter (SW 1/4 SW 1/4); The South Half of the Southeast Quarter (S 1/2 SE 1/4); the

LECAL DESCRIPTION - CONTINUED

Section Nineteen (19): The Northwest Quarter of the Northwest Quarter (NW 1/4 NW 1/4); The Northeast Quarter of the Northwest Quarter (NE 1/4 NW 1/4); The South Ealf of the Northwest Quarter (S 1/2 NW 1/4) being Lot numbered two (2) and the Southeast Quarter of the Northwest Quarter (SE 1/4 NW 1/4); The Southwest Quarter of the Northeast Quarter (SW 1/4 NE 1/4); The East Half of the Northeast Quarter (E 1/2 NE 1/4); The Northwest Quarter (NW 1/4 NE 1/4); and The Southwest Quarter (SW 1/4).

EXCEPTING THEREFROM any portion lying within Masten County Road.

DESCRIPTION OF PROPERTY

The following described real property situate in Klamath County, Oregon: TOWNSHIP 23 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN

SECTION

- Lot 4 (NWINWI), SEINWI, SWISWI 2:
- HANFR 11:
- SISI 17:
- SELNWI, EISWI, LOLB 2, 3 & 4 18:
- Entire Section 19:
- swł, włseł 20:
- SINI, NISWI, SEISWI, SEI 21:
- SISWI 22:
- SWISWI 25:
- That portion of the SEISEI lying Southeasterly of Hwy 97, 26: and Northeasterly of a line that is 33 feet distant Northeasterly from the centerline of the existing access road to a former logging camp site, said access road being sore specifically described in the deed recorded in Volume 254 page 630, records of Klamath County, Oregon.
- NI, NISI, SISWI 27:
- EÌ 28:
- HWł, Młswł, Swłswł, Nwiseł 29:
- Entire Section 30:
- Entire Section 31:
- WINEL, WI. SEL 32:
- Ninet, Swinet, Niseinet, Wiselseinet, Swiseinet, 33: SELHWI, NISWI, NINWINEISEL
- 34: HHHH
- HWINWI, EISEL 36:

TOWNSHIP 23 SOUTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN

SECTION

- NEL. NISEL 19:
- 20: W
- SINNI, SWI, WISE! 28:
- SINEL, WI, SEL 29:
- 30: E 4
- Entire Section 31:
- Entire Section 32:
- NUINEI, SINEI, WI, SEI 33:

TOWNSHIP 24 SOUTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN

SECTION

Entire Section 25:

SISI 35:

36: Entire Section

TOWNSHIP 24 SOUTH, RANCE 8 EAST OF THE WILLAMETTE MERIDIAN

SECTION

Entire Section 1:

2: EIEI

NETNET, WINET, NWT, NISHT, NISHTSWT, SWISWISWT, NISETSWISWT, EINE 11:

SWISELSWISHI, NINEISELSWI, NWISELSWI, NWISWISELSWI 12:

NET, SINWI, SI 13:

14:

St Lot 3, Lot 4, SEtSWt. StSEt

Et, NINWI, SWINWI, SEISWI 19: 20:

Et, SINWI, SWI 22:

Nt. EISHT, SET 23: Entire Section

24:

Beginning at a point 1220.0 feet West of the Southeast corner HEINEL, NINWI, SWINWI and 25: of the NEt of said Section 25; thence North 436.0 feet; thence West 100.0 feet to the West line of the SEINEI of said Section 25; thence North along said West line 884.0 feet, more or less, to the Northwest corner of said SEtNEt; thence East 440.0 feet; thence South 1320.0 feet, more or less, to the South line of said NEt, thence West along said South line 330 feet, more or less, to the point of beginning. EXCEPTING portion in Odell-Crescent County Road.

HET, EINWI, SISWINWI

26: NWI, SI

27: NWESWE, SESE, NEESEE

28: Entire Section 29:

Entire Section 30:

Entire Section 31:

32:

Einet, Nuthet, Wi, Neiset Ninet, Swinet, Wi, Wiset, Seiset 33:

Sini West of Hwy. 97. LESS 1 acre to Biden. LESS A strip o: land containing 1.35 acres described as Parcel #3 in Deed 34: 36: Volume HSS page 4714, Records of Klamath County, Oregon.

TOWNSHIP 24 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN SECTION

29:

EINEL, MINNI, MISMI, SEISMI, SEI 1: HEL, SELNWI, SI 2: SEISHI, NEISEI, SISEI 3: HWI, WISHI, SEISHI 5: NI. SWI, HISE! 6: SEINEI, SI 7: 8: 9: SISI Eł, Ełwł, Swiswi 10: Entire Section 11: Entire Section 12: Hinet, Swinet, NWt, Niswi, Swiswi 13: Entire Section 14: Entire Section 15: Entire Section 16: SEINEL, St. That portion of the SEINWI lying Southeasterly 17: of Hwy. 97; the WiNWt westerly of the following described line: Beginning at a point 1312.72 feet East of the Northwest corner of Section 17; thence South 875.28 feet; thence S. 31°28' W. 1184.0 feet; thence S. 47°28' W. 640.0 feet; thence S. 35°29' W. 373.78 feet to the West & corner of said said Section 17. Entire Section LESS 0.12 acre Hwy Right of way in SEESE 18: Entire Section, EXCEPT THE FOLLOWING: 19: 1) Parcel conveyed to Midstate Electric Cooperative, Inc., by Deed Vol. H69, page 98. 2) Parcel conveyed to Klamath County School District by Seed Vol. M76, page 11148. 3) Parcel conveyed to Roman Catholic Biship of the Diocese of Baker, a non-profit Oregon Corporation, by Deed Vol. H78, page 26694. Entire Section LESS portion in Klanath County School District 20: LESS 1.56 acres Hwy Right of way in NW | NW | Entire Section 21: Entire Section 22: Entire Section 23: RWI, SI 24: NI, SWI, NEISBI 25: Entire Section 26: Entire Section 27: Entire Section 28: Entire Section EXCEPT 0.80 acre deed to U.S.A.

TOWNSHIP 24 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN continued

- 30: A) Einel, LESS parcels conveyed to Crescent Water and Sever Service Assn. by Deed Vols. H66 pages 12571, 12573 & 12575, Vol. H73 page 6327.
 - B) The EISE and SWISE
 - C) WiNE: lying Westerly of the Easterly line of the Outlots as shown on the plat of Cresent.

 Covernment Lots 1 and 2 and the NEINWI, SAVING AND EXCEPTING that portion of the SEINWI and NISWI lying Westerly of the Easterly line of the Outlots as shown on the plat of Crescent, and North of the Crescent Cutoff County Road.

That portion of NWiNE: lying Westerly of Dalles-California Highway and Easterly of the Easterly line of the Outlots as shown on the plat of Crescent, EXCEPT any portion lying within the Townsite of Crescent, now vacated; ALSO SAVING AND EXCEPTING that portion deeded to Matt Kegler and Vince Purlott in Deed Volume 326 page 441, more particularly described as follows: Beginning at a point marked by an iron pin on the Westerly right of way line of the Dalles-California Highway opposite Engineers Station 1574+80.14 said point being the point of intersection of the Westerly right of way line of U. S. Highway 97 and the section line between Sections 19 and 30, Township 24 South. Range 9 East W.M., and is 927.56 feet from the 1 corner between Sections 19 and 30, thence South 15°34' West 80.10 feet to an iron pin; thence N. 74°26' W. 80 feet to an iron pin; thence N. 15°34' E. 58.24 feet to an iron pin; thence S. 89°43' E. 82.93 feet to the point of beginning.

D) A parcel in the SWiNE; of said Section 30 described as follows: Beginning at the corner common to Sections 19, 20, 29 & 30, Twp. 24 S.R. 9 E.W.M. and running thence S. 87 41 30 W. 1722.76 feet to a point on the Westerly right of way line of the Dalles-California Hwy.; thence S. 15 34 W. 450 feet; thence H. 74 26 W. 80 feet; thence S. 15 34 W. 450 feet; thence H. 74 26 W. 80 feet; thence S. 15 34 W. 951.26 feet to the True Point of Beginning; thence S. 74 26 E. 80 feet to the Westerly line of the highway; thence N. 15 34 E. along said Westerly line to the North line of said SWiNE; thence West along said North line to a point 80 feet Westerly at right angles from the Westerly right of way line of said highway; thence S. 15 34 W. to the Point of Beginning.

TOWNSHIP 24 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN intinued

E) That portion of the NE\{SW\{\} & the SW\{\} SW\{\} lying \\
Westerly of Klamath Northern Railroad and Easterly of the extension of the Southeasterly line of Riverview Street.

Lot 1, Block 8 Townsite of Crescent, now vacated, and also known as a tract of land situated in Section 30, Township 24 South, Range 9 E.W.M., and more particularly described as follows: Beginning at the intersection of the Easterly line of the Plat of Crescent and the centerline of vacated Parker Street as shown on said plat, thence West along said centerline 99.5 feet, more or less, to the centerline of vacated alley, if said centerline was extended southerly, thence North 39°49' E. 118.5 feet, more or less, to the Easterly line of said plat; thence South 0°03'10" West 154.82 feet, more or less, to the point of beginning.

- 31: $E_{2}^{\dagger}E_{2}^{\dagger}$, $NW_{3}^{\dagger}NE_{3}^{\dagger}$
- 32: Entire Section
- 33: Entire Section
- 34: Entire Section
- 35: Entire Section, LESS 3.0 acre G.N.R.R. in SELSEL
- 36: NEINEI, LESS 3.03 acres B.N. Right of Way, NWINWI, NISWILESS B.N. Right of way, NWISEI

TOWNSHIP 24 SOUTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN

SECTION

- 4: NEINEI LESS 3.15 aores G.N.R.R. Right of way, Sininwinei, Swinwinei, Niseinwinei, Swiseinwinei, Nwineiswinei, Nwiswinei, Nwiswinei, Nwiswinei, Nwiswinei, Nwiswinei, Nwiswineiswi, Einwiswi, Einwiswiswi, Swinwiswiswi, Siswiswi
- 5: Entire Section
- 6: Entire Section
- 7: N1, SW1, N1SE1
- 8: N1, N1S1
- 9: WINWINWI, SWINWI
- 11: SE }
- 12: S}
- 13: Entire Section
- 14: Ni, SWi, Niset, SEISEI
- 15: E}, SW}
- 16: Wi LESS G.N.R.R. Right of way, SEt
- 17: SISEL LESS G.N.R.R. Right of way
- 19: SEINEI, SI
- 20: NWINEI, NWI, NWISWI, SEISWI, SISEI LESS G.N.R.R. Right of way
- 22: EINEL, WINWE, ST
- 23: EIEI, NEINWI, WIWI
- 24: Entire Section
- 25: Entire Section

TOWNSHIP 24 SOUTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN continued

Einei, Swinei, SEi 26:

WINWI, NWISWI 27:

ENEY, SEASWA, SEASEA 28:

NEINWI, SINWI, NISWI, SWISWI 29:

NWiNEi, NWi, SEISEI LESS G.N.R.R. Right of way 30:

31: NEANEA, SANEA, SEANWA, EASWA, SEA

32: SEANEA, NANWA, SWA, WASEA

33: NEINEI, NINWI

35: NE', SE'NW', N'SE', SE'SE'

36: Entire Section

TOWNSHIP 24 SOUTH, RANGE 11 EAST OF THE WILLAMETTE MERIDIAN

SECTION

Lots 13, 14 & 15

NE¼, Lots 1 through 20 inclusive, N½SE¼, SW¼SE¼ LESS Hwy. Right of way 18:

Entire Section 19:

SiNEi, NiSEi, Lots 8, 9, 18, 19 & 20 31:

NEASEA LESS Hwy. Right of way 35:

TOWNSHIP 25 SOUTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN

SECTION

That portion Northeasterly of Hwy. 58

Lot 1 Northeasterly of Hwy. 58, NW4SE4 3:

11: NE Northeasterly of Hwy. 58

That portion Northeasterly of Hwy. 58 12:

That portion Northeasterly of Hwy. 58 13:

TOWNSHIP 25 SOUTH, RANGE 8 EAST OF THE WILLAMETTE MERIDIAN

SECTION

31:

1: MMf2Mf, Mf2Mf2Mf WI, SEI 2: NI, NISWI, SEISWI, SEI 3: NEINER (Lot 1), NINWE (Lots 3 & 4), SEISHI, SEISEL 4: NEINE! (Lot 1), WI, EISE! 5: Entire Section 6: 7: Entire Section HA! HA! SA! 8: SINI. SWI 9: 10: NINEI, SISEI Entire Section 11: SINWINEL, SININWINEL, SINELNWI, SININELNWI, SINWINWI, 12: SININUINUI, WINININUINUI, SWINWI SWINEL, SINWI, NISWI, NWISEL LESS 16.65 acres Hwy. Right of 13: way in SWINWI & NWISWI NI. WISHI, NEISEL LESS 1.05 acre Hwy. Right of way 14: NINWI, SEISEI 15: Entire Section 16: 17: E Winet. Wi. NWISET 18: 19: EISWI 20: NINEL Entire Section 23: SINEL, EISWL, SEL 24: NINI, SEINEI 25: 30: NWINEL. SEINEL

SWINEI, NWISEI, LESS 11 sores S.P.R.R. Right of way in SWINE:

TOWNSHIP 25 SOUTH, RANGE 9 EAST OF THE WILLAMETTE HERIDIAN

SECTION

```
HAMIN
2:
     Entire Section Less .50 acre B.N. Right of way
3:
     Entire Section
4:
     Entire Section
5:
     SISEL
6:
     SEINHE, NEISHE & Lots 2, 3 & 4
7:
     Efet. Ht
8 :
     NUTHET, HETNUT, WIWI
9:
     EINEL, MISHI, SHISE!
10:
     ELEL. NWINE!
11:
12:
     SINI, SI
     NI, BISEL
13:
     NEINEL, SINI, SWI, NISEL
SINEL, SELNWI, EISWI, NISEL
14:
15:
     Elei, Nuinui
16:
     SINEL, SWINWI, NWISHI, NISEL
17:
     NWINEL, SINEL, EIWI, NWINWE (Lot 1), SWISWE (Lot 4).
18:
     NISEL, SEISEL
     Lots 2, 3 & 4, NE | SW |
19:
     EISWI, WISEL
21:
      SWINEL, NINWI, SEINWI
22:
      NEt, NEtSWt
24:
28:
      HWINWI
      seinei, wiswi, seiswi, neisei
29:
      NWINEL, EINWI, NEISWI, Lots 1, 2 6 3
30:
      SWINEL, NWISEL, EISWI, SEINWI, Lous 2 & 3
31:
      NWINEL, NINWI, SEINWI, NWISWI
32:
```

TOWNSHIP 25 SOUTH, RANGE 10 EAST OF THE WILLAMETTE HERIDIAN

SECTION

```
NE
1:
    HI. SWI, WISEL
2:
    Lot 2. SINEI, Lot 3, SHINWI. SEI
3:
     SWINEL, LOE 4, SINWI, WISEL
4:
     Lots 1, 3 & 4, 5}
5:
     HEL. SEISHL, NISEL, SEISEL
6:
     SINEL, WI
7:
8:
     S
     Entire Section
9:
10:
     Entire Section
     NWINEL, SINEL, WI, NWISEL
11:
12:
     BINAT' 2AF
     Hini, Seinei, Sinui
13:
     Hini, Sainai, 25;25;
15:
     Misi, Sisut, Suiset
17:
     HE ! SW !
19:
20:
     NAT HAP
     HA! HE!
22:
     HATHEF
23:
     SATHET' HAT' HISAT' MAISET
24:
     SEFMAF " 23f 2Af
25:
      afunt' 2afanş
28:
      HATHAT SETHAF
33:
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TOWNSHIP 25 SOUTH, RANGE 11 EAST OF THE WILLAMETTE HERIDIAN

SECTION

seishi, swisei 2: Lot 4, SINHI, SHI 3: Lot 2, SINET, SEINWI, SI 4: Lots 14, 20 & 21, SE 6: NET, Lots 15, 17, 18, 19 & 20 7: NI. SEL 8: NET, NINWI 9: SEINEL. WI, EISEL 10: W. EISEL 11: HEINWI, SINWI, NISWI, SWISWI, SEL 12: SEISEI 13: SWINWI, SWISWI 14: NINEL. NEINWI. NEISWI. SEISEI 15: Entire Section 16: Entire Section 17: Et, Lots 1, 3, 8, 14, 19 6 20 18: SINI, SI 20: NUTNET, WIWI, SEISE! 21: HWINEL. NEINWI, SWISWI, SEI 22: SWI. SEISEI 23: SEINEL, NEISEL 25: NINI 26: HA F HA F 27: NINEL, NELNWE 28: W 29: Lots 17 & 18, WISEL 30: Lots 1, 8, 9, 16, 17, 19 6 20, SWISE 31:

TOWNSHIP 26 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN

SECTION

6: Lots 6 & 7 (WisWit)

TOWNSHIP 26 SOUTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN SECTION

Lote 2 & 3, Sinwi, Niswi, Seiswi 1: HATHET " HETHAT 12: SISE 13: ET. ETHAT. SAT 24: MINET. HAT. MISA! EISEL, SWISEL per County Survey #4310 25: 26: SEINWI, NEISHI, WISEI 33: 34: HISEL

TOWNSHIP 26 SOUTH, RANCE 11 EAST OF THE WILLAMETTE MERIDIAN

SECTION

Lots 5, 6, 11 & 12, NWISWI, NWISEI Lots 5, 7, 8, 9, 10 & 11, 5} 4: Lot 8, SEt Lots 8, 9, 10 & 11, SEESWE 5: 6: Lot 1, NEINWI 7: HINEL 8: HATHST HINAT 9: HATHET " HETHAT 10: Entire Section 16: SISEL, SELSWI & Lot 4 18: NET, EINT & Lots 1, 2, 3 & 4 NETNET, WIET, SETNUT, NETSWE, SESSET 19: SWINEL, SEINWI, NEISWI, WISEL 27: 28: SET 30: Lot 4, Eiswi, Wisel Wiel, Reiswi 31: 32: 33: Elet. NWISWE Entire Section 34:

TOWNSHIP 27 SOUTH, RANGE 8 EAST OF THE WILLAMETTE MERIDIAN

SECTION

35:

21: WiNWi East of S.P.R.R. LESS B.N.R.R. Right of way

TOWNSHIP 27 SOUTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN

SECTION

1: SINEL, SI

KA I SA I

- Sinet, seiswi, eiset, swiset 2:
- 3: SE1 11: NHEE

TOWNSHIP 27 SOUTH, RANGE 11 EAST OF THE WILLAMETTE MERIDIAN

SECTION

- 2: Lots 2 & 4 Lots 1 & 3 3:
- 6: Lot 7

SAVING AND EXCEPTING therefrom any portion lying within the State Highways.

ALSO EXCEPTING THEREFROM, the following described tracts:

Tract 1: Parcel 1 of Minor Partition Plat No. 52-91, records of Klamath County, Oregon;

Tract 2: Parcel 1 of Major Partition Plat No. 53-91, records of Klamath County, Oregon;

Tract 3: Parcel 2 of Major Partition Plat No. 53-91, records of Klamath County, Oregon.

Tract 4: A tract of land, reserved and excepted to Gilchrist Timber Company, by the deed to Klamath County School District recorded in Klamath County Deed Records, Vol. M76, page 11148, as more particularly described therein, including a well, well house and a tract 25 feet in diameter surrounding the well house.

AND ALSO EXCEPTING THEREFROM, all of the NW1/4 SE1/4 in Section 18, Township 24 South, Range 9 East, W.M., Klamath County, Oregon.

AND ALSO EXCEPTING THEREFROM, the tract described in the attached EXHIBIT A-1.

PROPERTY DESCRIPTION FOR GILCHRIST SAWMILL TRACT

A tract of land situated in Sections 19 and 30, Township 24 South, Range 9 East, Willamette Meridian, Klamath County, Oregon, being further described as follows:

Beginning at a 1 1/2 inch aluminum cap stamped "Oman OR702" set as part of Klamath County Survey Number 2135 marking the center-west one-sixteenth corner of said Section 30; thence North 89°59'25" West, 129.61 feet to a 5/8 inch iron rod with yellow plastic cap stamped "W&H Pacific": thence North 00°43'48" East, 581.98 feet; thence North 00°57'00" West, 659.67 feet thence North 08°53'31" East, 173.46 feet; thence North 22°47'34" East, 125.21 feet; thence North 31°09'33" East, 170.48 feet, thence North 42°06'48" East, 126.95 feet; thence North 54°08'16" East, 335.07 feet; thence North 48°40'02" East, 137.86 feet; thence North 31°02'30" East, 120.80 feet: thence North 16°51'52" East 315.06 feet; thence North 08°33'43" East, 156.39 feet; thence North 29°47'20" West, 90.21 feet; thence North 04°26'16" West, 256.63 feet; thence North 29°31'40" West, 637.26 feet; thence North 68°17'15" West, 1448.58 feet; thence North 15°15'50" East, 537.11 feet; thence South 67°44'01" East, 1104.72 feet; thence North 07°59'49" West, 1010.20 feet; thence North 12°06'48" West, 1596.12 feet; thence North 69°05'03" East, 88.90 feet; thence South 35°31'34" East, 66.26 feet; thence South 43°11'08" East, 131.62 feet; thence South 47°07'55" East, 622.90 feet; thence South 48°21'34" East 691.87 feet; thence South 81°01'10" East, 47.07 feet; thence North 65°28'44" East, 110.88 feet; thence South 89°01'46" Fast, 106,04 feet; thence South 72°05'48" East, 657.54 feet; thence South 63°19'12" East, 80,79 feet; thence South 38°30'07" East, 111.93 feet; thence South 24°05'42" East, 481.01 feet; thence South 26°01'19" East, 194.21 feet; thence South 20°56'51" East, 148.78 feet; thence South 15°58'19" East, 262.21 feet; thence South 74°22'21" East, 66.62 feet to an angle point on the westerly line of Parcel 1 as defined by Partition Plat Number MP 53-91 previous to recording with Klamath County Records; thence along said westerly line of said Parcel 1 the following courses; thence North 81°33'08" East, 333.88 feet, thence South 15°00'41" West, 678.21 feet; thence North 74°59'19" West, 618.42 feet; thence South 01°04'00" East, 1296.70 feet; thence North 89°56'12" East, 216.77 feet; thence South 15°00'41" West, 80.47 feet; thence South 74°59'19" East, 30.00 feet; thence South 15°00'41" West, 1335.95 feet to a point of spiral curvature; thence along the arc of a 2 degree railroad spiral curve offset 50 feet from centerline of said railroad curve, the long chord of which bears South 15°02'54" West, 41.47 feet to a point on the South line of said Parcel 1; thence leaving said westerly and southerly lines of Parcel 1 along the arc of a 2 degree railroad spiral curve offset 50 feet from centerline of said railroad curve, the long chord of which bears South 15°42'07" West, 116.98 feet to a point of spiral to curvature; thence along the arc of a 2814.79 foot radius railroad curve to the right, through a central angle of 24°00'37", the long chord of which bears South 27°09'13" West, 1017.53 feet to a point of curvature to spiral, said point being 50 feet westerly of the centerline of said railroad curve; thence along the arc of a 2 degree railroad spiral curve offset 50 feet from centerline of said railroad curve, the long chord of which bears South 38°24'35" West, 158.49 feet; thence South 39°01'18" West, 130.72 feet; thence North 50°58'42" West, 23.93 feet; thence South 39°00'19" West, 0.90 feet to a point on the east-west centerline of Section 30 as defined by Klamath County Survey Number 2135; thence along said centerline of Section 30 as defined by said Survey Number 2135. North 89°59'30" West, 1062.09 feet to the point of beginning.

Bearings are based on Klamath County Partition Plat Number MP 53-91.

DESCRIPTION OF PROPERTY

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

Township 23 South, Range 9 East of the Willamette Heridian

```
safuat' uatent
Section 2:
            Covernment Lots 1, 2, 3 and 4, Swithwit, SEtSwit, SEt
Section 31
Section 4:
            Mi Mishi' SEIZAF' MAISEF
Section 5:
             KI KISHE
             setunt. Sat' Hetest' stest
Section 9:
Section 10:
             SINNE, WISHE
Section 11:
             MINME . SMISME
Section 14:
             MI, SWI, WISEL
Section 15:
             Kt, Eiset
Section 20:
             HINT SHESH
Section 21:
             Winet, Mut, Miswi, SEL
Section 22:
             MIMI
Section 23:
Section 25:
             SEI SWI
Section 28:
             AF
             NET, SEISHI, SHISEI, EISEI
Section 29:
             EHE
Section 32:
 Section 33:
             Himmi, Swimmi, Swiswi, Maiset
 Section 34: Eiset, Swiskt
 Section 35: All of section lying Southeasterly of Buy 97
 Section 36: NEt, Einwi, Swinwi, Swi, Wisel
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Township 23 South, Range 10 East of the Willsmette Heridian

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Section 1: Government Lots 1, 2, 3 and 4, SiNE; Swinwi, Si
Section 2: SEISE;
Section 11: MEINE;
Section 12: MinE; MEINE;
Section 13: MEINE;
Section 24: EiE; SwinE;
Section 15: MinE; MEINE;
Section 36: MinE; SwinE;
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Township 23 South, Range 11 East of the Willamette Meridian

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Section 5:
             AI I
Section 6:
             MI
Section 7:
             MI
Section 8:
             ALL
Section 17:
             MI
Section 18:
             Ali
Section 19:
             All
Section 20:
Section 26:
             All
             MI
Section 271
             All
Section 28:
Section 29:
              Al l
 Section 30:
              All
             Governments Lors 1 thru 9, 16 thru 20, Et
 Section 31:
 Section 32:
             Aii
             Al 1
 Section 33:
 Section 34:
             All
 Section 35:
              MI
 Section 36:
              All
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Township 24 South, Range 8 East of the Willamette Heridian

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Section 2: Government Lote 2, 3 and 4, SwinEt, Sinwi, Swi, Wisely Section 3: All Section 8: Covernment Lote 1, 2, 7 and 8, Eisely Section 9: All Section 10: All Section 11: Winel, Wi, SEI Section 14: WE, Minwi, Swinmi, Milsui Section 16: All Section 20: SEINMI, Miswi, Swiswi Section 21: All Section 21: All Section 28: Hi, NEISWi, MWisely
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Township 24 South, Range 9 East of the Willamette Meridian

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Section 1: Covernment Lots 2 and 3, SELWI, NEISWI, SWINE;
Section 3: Government Lots 3 and 4, SWINU;
Section 4: SELWE, EISEI
Section 9: Wi, NISI
Section 10: WINNI, NWISWI
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Township 24 South, Range 11 East of the Willamette Meridian

Section 2: All Section 3: MI Section 4: All Section 5: Al 1 Section 8: All Section 9: ALI Section 10: ALL Section 11: All Section 15: All Section 16: All Section 17: N

Township 25 South, Range 7 East of the Willamette Maridian

Section 25: Wiset, Seiset

Township 25 South, Range 8 East of the Willamotte Meridian

Section 2: NE

Township 25 South, Range 11 East of the Willasette Meridian

Section 25: SEESEE Section 36: All

Township 27 South, Range 8 East of the Willamette Meridian

Section 21: NiSWi lying Easterly of the Burlington Korihern Railway Right-of-way

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

DESCRIPTION OF PROPERTY

The following described real property situate in Lake County, Oregon: TOWNSHIP 25 SOUTH, RANGE 12 EAST OF THE WILLAMETTE HERIDIAN

SECTION

```
SISI
6:
    SW
7:
    NETHET, NINWT, SHINWT, NEISE!
15:
    Ninet, Swinet, Nuinut, Sinut
17:
    Entire Section
18:
     EISEL, NWISEL
19:
     SINI. SI
20:
     Entire Section
21:
     winwi, seinwi, nwiswi, seisei
22:
     SWISWI
27:
     NI, NWISWI, SEISWI, SEI
28:
     HINEL, HWINWI, SEINWI, NISWI, SWISWI
29:
     HEINEL, Lot 2, 3 6 4, SEINWI, SEISEI
30:
     NET, EIWI, Lots 2, 3 6 4, SE
31:
     SWINEL, SWINWI, WISEL, SEISEL
32:
      NINI. SWI
33:
      SEISWI, SISEI
34:
      SISWI
35:
```

TOWNSHIP 26 SOUTH, RANGE 12 EAST OF THE WILLAMETTE MERIDIAN

SECTION

1: Lots 5, 6, 7, 8, 9, 10, 11 6 12, SWt
2: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 6 12, SEt
3: Lots 5, 6, 7, 8, 9, 10, 11 6 12
4: Lots 1, 2, 3, 4, 5, 6, 11, 6 12, Niswi, Wiset
5: Lots 5, 6, 7, 8, 9 6 10, Niset
10: NEt, Winwi, NEtswi, Eiset
11: NWt
12: Entire Section

COWNSHIP 26 SOUTH, RANGE 12 EAST OF THE WILLAMETTE MERIDIAN SECTION

> HI, HEISHI, SWISHI, SEI 13:

14:

SELSEL 22:

SWINWI, WISWI, SEISEI 23:

24:

25:

26:

35:

TOWNSHIP 26 SOUTH, RANGE 13 EAST OF THE WILLAMETTE HERIDIAN SECTION

Lots 1, 2, 3 & 4, Elswit, Swiset 30:

31: NEINWI

TOWNSHIP 27 SOUTH, RANGE 12 EAST OF THE WILLAMETTE MERIDIAN

SECTION

2: Lot 2

DESCRIPTION OF PROPERTY

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

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

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Section 28: NetSut. Swisut.
Section 29: SiNEt. NetNut. SwiNut. SetSut. Set.
Section 30: SiNEt. Eiswi. Niset. Swiset.
Section 31: Government Lot 1.
Section 32: NiNEt. SetNet. Ninut. SetNut. Swi. NetSet.
Section 33: SiNi. Set.
Section 34: Swinet. Sinut. Nist. Swiswi.
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Township 26 South, Range 12 East of the Willamette Meridian:

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Section 1: Government Lots 1, 2, 3, and 4.
Section 2:
            SWI.
Section 3: Covernment Lots 1, 2, 3, 4, 54.
Section 4: Government Lots 7, 8, 9, 10, SiSWi, EiSEi.
Section 5: Government Lots 1, 2, 3, 4, 11, 12, SWt, SisEt.
Section 6: Covernment Lots 1, 2, 3, 4, 5, 6, 7, 8, 14, NEISEI.
Section 10: Einwi, wiswi, Stiswi, wisti.
Section 11: NEt, St.
Section 13: NYISWI, SEISWI.
Section 14: Will, NWINWI, SINVI.
Section 15:
             All.
Section 16:
             All.
             NET, WI, NISET, SWISET.
Section 22:
             NET, HINWI, SEINWI, EISWI, HISEL, SWISEL.
 Section 23:
             NI, WISWI, SEISWI, NISEI, SWISEI.
 Section 24:
              WHH.
 Section 25:
              MI, MISWI, SEISWI.
 Section 26:
 Section 27:
              All.
              Eł.
 Section 34:
              NI, NISWI, SWISWI, EISEI.
 Section 35:
 Section 36: All.
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Township 26 South, Range 13 East of the Willamette Meridian:

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Section 18: Covernment Lots 1, 2, 3, 4, 2 | W|.
Section 19: All.
Section 30: E| NW|.
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Township 27 South, Range 12 East of the Willamette Heridian:

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Section 1: All.
Section 2: Government Lots 1, 3, 4, Sini, NEiSwi, Siswi, SEi.
Section 3: Government Lots 1, 2, 3, 4, Sini, NEiSEi. SisEi.
Section 4: Government Lot 1.
Section 11: Nimi.
Section 12: Ni, NiSEi.
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The security interest of the Agent is subject to the following rights of Boise and Scott (as defined below), respectively, under the following agreements:

- 1. Log Purchase and Security Agreement between Borrower and Boise Cascade Corporation ("Boise") pursuant to which Borrower has agreed to sell to Boise an aggregate of 22,000,000 board feet of Ponderosa Pine logs harvested from certain timberlands owned by Borrower in Klamath County, Oregon.
- 2. Contract for Sale of Timber dated April 5, 1988 between Scott Timber Co. ("Scott") and CPL pursuant to which CPL has sold certain stumpage to Scott.

STATE	OF OREGON: CO	OUNTY OF KLAMATH: ss.
Filed f		t ofLesis Document Services the14th da A.D., 1992 at12:13o'clockP.M., and duly recorded in Vol92 of Mortgages on Page7790
FEE	\$180.00	Evelyn Biehn County Clerk By Quline Mullendore