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ATE - 941030

STATE OF OREGON

UNIFORM COMMERCIAL CODE

FINANCING STATEMENT

REAL PROPERTY - Form UCC-1A

THIS FORM FOR 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 Limited Partnership	2A. Secured Party Name(s): State Street Bank and Trust Company of Connecticut, National Association, as Collateral Trustee 2B. Address of Secured Party from which security information is obtainable: 750 Main Street Suite 1114 Hartford, Connecticut 06103	4A. Assignee of Secured Party (if any): 4B. Address of Assignee:
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3. This financing statement covers the following types (or items) of property (check if applicable):

☒ The goods are to become fixtures on: See Below☒ The above timber is standing on:

The real estate described on the Exhibit A attached to Schedule I which is attached hereto and made a part hereof.

☐ 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) The Collateral covered by this financing statement consists of all Equipment, Inventory, Receivables, Intellectual Property Collateral and Other Collateral of the Debtor as more fully defined on Schedule I attached hereto and made a part hereof and all proceeds and products thereof. Certain of the collateral described on such Schedule I is Timber standing on the land described on Exhibit A attached to Schedule I and made a part thereof, and any or all of the other collateral described on such Schedule I may be or may become fixtures on the land described on such Exhibit A. 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

Klamath County, Oregon

Number of attached additional sheets: 28

A carbon, photographic or other reproduction of this form, financing statement or security agreement serves as a financing statement under ORS Chapter 79.

By: Crown Pacific Limited Partnership
Crown Pacific, Ltd. General Partner

Signature(s) of the Debtor required in most cases.

Signature(s) of Secured Party in cases covered by ORS 79.4020

1. PLEASE TYPE THIS FORM.

INSTRUCTIONS

2. 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.
3. 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.
4. 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.
5. The RECORDING FEE must accompany the document. The fee is \$5 per page.
6. 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: _____

Recording Party telephone number: _____

Return to: (name and address)

Ms. Catharine A. Haake
Mayer, Brown & Platt
190 South LaSalle Street
Chicago, Illinois 60603

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 in the the financing statement bearing the recording number shown above.

By: _____

Signature of Secured Party(ies) or Assignee(s)

16220

SCHEDULE I
TO UCC-1A FINANCING STATEMENT
[SECURITY AGREEMENT]

DEBTOR:

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

SECURED PARTY:

STATE STREET BANK AND TRUST COMPANY
OF CONNECTICUT, NATIONAL ASSOCIATION,
as the Collateral Trustee
750 Main Street, Suite 1114
Hartford, Connecticut 06103

The financing statement to which this Schedule I is attached relates to and covers all of the Debtor's Equipment, Inventory, Receivables, Intellectual Property Collateral and Other Collateral (other than Excluded Assets) as further defined herein (collectively, the "Collateral"), whether now or hereafter existing or acquired, in which a security interest is granted to the Secured Party.

Certain Terms. The following terms (whether or not underscored) when used in this Schedule I 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 and the Working Capital Lender under any Bank Agency Agreement.

"Bank Agency Agreement" means any agreement entered into by any financial institution, the Debtor, the Working Capital Lender and the Secured Party substantially in the form of Exhibit E to the Security Agreement.

"Collateral Account" means an account maintained by the Debtor with the Secured Party in the name of the Secured Party for the benefit of the Secured Parties (as defined in the Collateral Trust Agreement) and the Working Capital Lender as their interests shall appear.

"Collateral Trust Agreement" means that certain Collateral Trust Agreement, dated as of December 10, 1992, between the Debtor and the Collateral Trustee (as amended, supplemented, restated or otherwise modified from time to time in accordance with the terms thereof).

"Collateral Trustee" means State Street Bank and Trust Company of Connecticut, National Association, as collateral trustee under the Collateral Trust Agreement, together with any successor(s) thereto in such capacity.

"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 clause (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 semi-conductor 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 proceeds of suit.

"Credit Agreement" means that certain Credit Agreement, dated as of December 10, 1992, among the Debtor, Bank of Montreal as agent and the lenders which are or become parties to such Credit Agreement (as amended, supplemented, restated or otherwise modified from time to time in accordance with the terms thereof).

"Debt Service Reserve Fund" means a debt service reserve fund maintained by the Debtor with the Secured Party in the name of the Secured Party pursuant to the Collateral Trust Agreement as more fully described in said Collateral Trust Agreement.

"Equipment" means all equipment in all of its forms of the Debtor, 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, but excluding all equipment (other than motor vehicles subject to certificate of title requirements) used solely in connection with the operation of the sawmills owned by the Debtor on December 10, 1992.

"Excluded Assets" means, collectively, certain parcels of real property in Oregon and Washington that are described in Exhibit B hereto and certain promissory notes and contracts receivable that are described in Exhibit B hereto which arose from prior sales by Crown Pacific, Ltd. of certain parcels of real property in Oregon and Washington, together with any promissory note or contract receivable arising after December 10, 1992 from the sale by the Debtor of the parcels of real property described in Exhibit B hereto, and all proceeds of any of the foregoing.

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

"Hamilton Yard" means that certain facility owned by the Debtor in Skagit County, Washington on the land described on Exhibit C hereto.

"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 of the Debtor, 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 the Debtor has an interest in mass or a joint or other interest or right of any kind (including goods in which the Debtor has an interest or right as consignee), and

(c) all goods which are returned to or repossessed by the Debtor,

and all accessions thereto, products thereof and documents therefor.

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

"Omak Acquisition Agreement" means that certain Timberland Sale and Purchase Agreement, dated June 29, 1992, between Omak Wood Products, Inc., a Delaware corporation, and Crown Pacific, Ltd., as the same may be amended or otherwise modified and in effect from time to time.

"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;

(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 or the Debtor, or any bailee, agent or custodian of the Secured Party, any Account Bank or the Debtor;

(c) 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"), which account shall be in the name of

the Secured Party (for the benefit of the Secured Parties, as defined in the Collateral Trust Agreement) and the Working Capital Lender as their interests shall appear; (ii) the concentration account No. 235-121-1 with Harris Trust and Savings Bank, Chicago, Illinois (the "Main Concentration Account"), which account shall be in the name of the Secured Party (for the benefit of the Secured Parties, as defined in the Collateral Trust Agreement) and the Working Capital Lender as their interests shall appear; (iii) the operating account No. 235-119-5 with Harris Trust and Savings Bank, Chicago, Illinois (the "Operating Account"), which account shall be in the name of the Secured Party (for the benefit of the Secured Parties, as defined in the Collateral Trust Agreement) and the Working Capital Lender as their interests shall appear; (iv) the Debt Service Reserve Fund; (v) the Collateral Account; (vi) the separate segregated sub-accounts established with respect to each of the Lockbox Account, the Main Concentration Account, the Concentration Account, the Collateral Account and the Operating Account, which sub-accounts shall be in the name of the Secured Party for the benefit of the Secured Parties (as defined in the Collateral Trust Agreement) and shall be used for the deposit of all funds of the Debtor other than those funds constituting Working Capital Proceeds; and (vii) 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, the Operating Account, the Debt Service Reserve Fund, the Collateral Account or such sub-accounts; 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 of the Debtor to receive moneys due and to become due under or pursuant to the Gilchrist Acquisition Agreement, the Pine Products Acquisition Agreement or the Omak Acquisition Agreement, all rights of the Debtor to receive proceeds of any insurance, indemnity, warranty, guaranty or collateral security with respect to the Gilchrist Acquisition Agreement, the Pine Products Acquisition Agreement or the Omak Acquisition Agreement, all claims of the Debtor for damages arising out of or for breach of or default under the Gilchrist Acquisition Agreement, the Pine Products Acquisition Agreement or the Omak Acquisition Agreement, and the right of the Debtor to terminate the Gilchrist Acquisition Agreement, the Pine Products Acquisition Agreement or the Omak Acquisition

Agreement, to perform thereunder and to compel performance and otherwise exercise all remedies thereunder;

(e) all of the Debtor's other property and rights of every kind and description and interests therein; and

(f) all products, offspring, rents, issues, profits, returns, income and proceeds of and from any and all of the Collateral (excluding any Excluded Assets and including proceeds which constitute property of the types included in the definition of Equipment, Inventory, Receivables, Intellectual Property Collateral and paragraphs (a), (b), (c), (d) and (e) of the definition of 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).

"Note Purchase Agreement" means those certain Note Purchase Agreements, each dated as of December 1, 1992, each between the Debtor and the institutions that are parties thereto (as amended, supplemented, restated or otherwise modified from time to time in accordance with the terms thereof).

"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 clauses (a) and (b); 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 person, corporation, partnership, association, trust, government, governmental agency or any other entity, whether acting in an individual, fiduciary or other capacity.

"Pine Products Acquisition Agreement" means that certain Option Agreement, dated May 14, 1992, between Pine Products Corporation, an Oregon corporation, and Crown Pacific, Ltd., as the same may be amended or otherwise modified and in effect from time to time.

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

"Related Contracts" is defined in the definition of Working Capital Receivables.

"Security Agreement" means that certain Security Agreement, dated as of December 10, 1992, between the Debtor and the Secured Party (as amended, supplemented, restated or otherwise modified from time to time in accordance with the terms thereof).

"Standby Letter of Credit" means any letter of credit posted by the Debtor for the benefit of the Secured Party pursuant to Section 4.8(a) of the Collateral Trust Agreement.

"Timber" means all crops and all 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 clauses (a) and (b);

(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 the Debtor (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 and for the breach or enforcement of any such Trade Secret license.

"Working Capital Collateral" shall mean all of the following, whether now or hereafter existing or acquired:

(i) the Working Capital Inventory;

(ii) the Related Contracts;

(iii) the Working Capital Receivables;

(iv) 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 Working Capital Collateral;

(v) all of the Debtor's right, title and interest, if any, in and to all accounts (other than the Debt Service

Reserve Fund and the Collateral Account) maintained by the Debtor at any Account Bank or any other financial institution, including, without limitation (a) the lockbox and collection account No. 110001004549 with West One Bank, Portland, Oregon (the "Lockbox Account") which account shall be in the name of the Secured Party and the Working Capital Lender as their interests may appear; (b) the concentration account No. 235-121-1 with Harris Trust and Savings Bank, Chicago, Illinois (the "Main Concentration Account") which account shall be in the name of the Secured Party and the Working Capital Lender as their interests may appear; (c) the operating account No. 235-119-5 with Harris Trust and Savings Bank, Chicago, Illinois (the "Operating Account") which account shall be in the name of the Secured Party and the Working Capital Lender as their interests may appear and (d) 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; and

(vi) all products and proceeds of and from any and all of the foregoing, including proceeds which constitute property of the types described in clauses (i) through (v) and, to the extent not otherwise included, all payments under insurance (whether or not the Working Capital Lender 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 foregoing (collectively, the "Working Capital Proceeds").

"Working Capital Credit Agreement" means the secured revolving credit borrowing base facility which the Debtor, Bank of Montreal (not in its capacity as agent or lender under the Credit Agreement but in its individual capacity) and Harris Trust and Savings Bank entered into on December 10, 1992 (as the same may be amended, supplemented, restated or otherwise modified from time to time in accordance with the terms thereof), together with any similar secured revolving credit borrowing base facility which the Debtor may enter into with any other Person to replace such original facility or any successor facility thereto, as any such replacement facility may be amended, supplemented, restated or otherwise modified from time to time in accordance with the terms thereof.

"Working Capital Intercreditor Agreement" means that certain Intercreditor Agreement, dated as of December 10, 1992, between the Working Capital Lender and the Secured Party (as amended, supplemented, restated or otherwise modified from time to time in accordance with the terms thereof).

"Working Capital Inventory" means all lumber, in whatever form, and logs that have been scaled and stored at the log deck of any sawmill owned by the Debtor or at the Hamilton Yard, including

(i) all such lumber and logs in which the Debtor has an interest in mass or a joint or other interest or right of any kind (including goods in which the Debtor has an interest or right as consignee), and

(ii) all such lumber and logs which are returned to or repossessed by the Debtor,

and all accessions thereto, products thereof and documents therefor.

"Working Capital Lender" means, initially, Bank of Montreal, not in its capacity as agent or lender under the Credit Agreement but in its individual capacity acting for itself and Harris Trust and Savings Bank under the Working Capital Credit Agreement, together with any person acting in its individual capacity or a similar capacity for the lender and/or issuer under any replacement Working Capital Credit Agreement.

"Working Capital Proceeds" is defined in clause (vi) of the definition of Working Capital Collateral.

"Working Capital Receivables" means all accounts, contracts, contract rights, chattel paper, documents, instruments, and general intangibles for the payment of money due or to become due of the Debtor, whether or not arising out of or in connection with the sale or lease of goods or the rendering of services, and all rights of the Debtor now or hereafter existing in and, to the extent required to collect any money due under any of the foregoing, to all security agreements, guaranties, leases and other contracts securing any such accounts, contracts, contract rights, chattel paper, documents, instruments, and general intangibles (all such security agreements, guaranties, leases and other contracts being the "Related Contracts").

16230

EXHIBIT A

Klamath County, Oregon

In Township 24 South, Range 8 East of the Willamette Meridian:

Section 23: W1/2SW1/4

Section 26: NW1/4NW1/4

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EXHIBIT B

16231

EXCLUDED ASSETS

1. The parcels of real property in Oregon commonly known as Little Deschutes, Wagontrail, Bull Flat, Stevens Canyon, MacKenzie Highway, and Sections 21 and 23 (Black Butte), all as legally described on the attached Schedule I.

2. The parcels of real property in Washington commonly known as I-5, Verlot, Goat Mountain, Sauk Mountain, Table Mountain, Similk Bay, Tract 22, and one additional parcel, all as legally described on the attached Schedule II.

3. The following notes and contracts receivable:

<u>Obligor</u>	<u>Instrument</u>	<u>Date</u>	<u>Outstanding Principal</u>	<u>Accrued Interest</u>
M. Ruland	Promissory Note	11/05/85	\$ 3,069.69	\$ 42.67
B. McKee	Promissory Note	11/05/85	4,891.43	38.22
C.L. Jarvis	Promissory Note	3/21/88	9,552.18	158.91
D.R. King	Promissory Note	10/25/91	76,278.46	641.91
J. Rhoden	Promissory Note	6/23/92	500,000.00	14,246.58
Golden Phoenix Trading	Real Estate Contract	6/30/92	778,329.98	47,736.76
J.S. Bewick	Promissory Note	7/01/92	61,599.03	439.41
J.P. Staples	Promissory Note	7/06/92	67,046.68	527.58
J. Chen	Promissory Note	9/16/92	66,324.91	239.20

WHP-BLNCROWN-SMOR-REALE-DO1

SCHEDULE 1

Mapontrall

The following described lands in Deschutes County, Oregon, to-wit:

In Township 22 South, Range 9 East of the Willamette Meridian:

Section 36: The Southeast quarter of the Northeast quarter; the East half of the Southeast quarter; and the Southwest quarter of the Southeast quarter; 1755 road right-of-way.

In Township 22 South, Range 10 East of the Willamette Meridian:

Section 30: Lots 1, 2, 3 and 4; the East half of the West half; the West half of the Southeast quarter; EXCEPT that portion conveyed to the public in Road Dedication Deed recorded August 30, 1972 in Book 187, Page 893 of Deed Records. ALSO EXCEPT the following described parcel:

Beginning at a point 200 feet East of the Northwest corner of Lot 1, Section 30, Township 22 South, Range 10 East of the Willamette Meridian; thence East along the North line of said Lot 1, 528 feet; thence South 660 feet; thence West 528 feet; thence North 660 feet to the place of beginning.

Section 31: Lots 1, 2, 3 and 4; the West half of the East half of the East half; the West half of the East half; the East half of the West half; EXCEPT that portion conveyed to the public in Road Dedication Deed recorded August 30, 1972 in Book 187, Page 893, Deed Records.

Black Butte

In Township 34 South, Range 9 East of the Willamette Meridian:

Section 21: The West half of the West half, the Southeast quarter of the Southwest quarter, the South half of the Southeast quarter, portions of the East half of the Northwest quarter, the Northeast quarter of the Southwest quarter, the North half of the Southeast quarter, EXCEPTING THEREFROM those certain portions which lie within the boundaries of Glass Meadow Homestead Section, 7th, 9th, 20th, 21st and 22nd Additions of Black Butte Ranch.

Section 22: All, EXCEPT the West 170 feet of the Northwest quarter of the Northwest quarter, also known as Glass Meadow Homestead Section, 6th Addition, Black Butte Ranch.

Stevens Canyon

In Township 34 South, Range 10 East of the Willamette Meridian:

Section 3: All.

McKenzie Highway

In Township 35 South, Range 9 East of the Willamette Meridian:

Section 3: The Southeast quarter of the Northeast quarter.

Section 10: All.

And All of Section 3, SAVE AND EXCEPT Government Lot 3 and the Southeast quarter of Northeast quarter of said Section 3.

Dull Flat

ALSO a parcel of land situated in Sections 20, 24, 25, 22, 23, 24, 25 and 26, Township 16 South, Range 10 East, and also Sections 30 and 31, Township 16 South, Range 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 10, Township 16 South, Range 10 East of the 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 Sections 14 and 15, to the Northwest corner of the Southwest quarter of the Northwest quarter of said Section 14; thence Easterly on the North line of said Southwest quarter of the Northwest quarter, to the Northeast corner thereof; thence Southerly, on the East line of said Southwest quarter of the Northwest quarter to the Southeast corner thereof; thence Southerly on the East line of the West half of the Southwest quarter of said Section 14, to the Southeast corner thereof, on the line common to Sections 14 and 23, Township 16 South, Range 10 East of the Willamette Meridian; 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 of the 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 of the 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 of the 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 of said Section 30; thence Westerly, on the South line of said Northeast quarter of the Northwest quarter to the Southwest corner thereof; thence Southerly, on the West line of the Southeast quarter of the Northwest quarter 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 of the Willamette Meridian; 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 wanders 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 of the Willamette Meridian to the point of beginning.

Steven S. Lee

The following described lands in Jefferson County, Oregon:
In Township 13 South, Range 10 East of the Willamette Meridian:
Section 35: All.

Little Deschutes

The following described lands in Klamath County, Oregon:

In Township 23 South, Range 9 East of the Willamette Meridian:

- Section 14: The East half of the Southeast quarter.
- Section 23: The East half of the East half.
- Section 24: The West half of the Southwest quarter.
- Section 25: That portion of the West half of the Northwest quarter lying North and West of U.S. Highway 97.
- Section 26: The Northeast quarter of the Northeast quarter; the South half of the Northeast quarter; the West half of the Southeast quarter; that portion of the Southeast quarter of the Southwest quarter lying Easterly of the irrigation ditch; that portion of the Southeast quarter of the Southeast quarter lying Northwesterly of U.S. Highway 97.
- Section 35: Those portions of the East half, the East half of the West half and the Southwest quarter of the Northwest quarter lying Southeastly of the Irrigation Ditch and Northwesterly of Highway 97.

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 20, 1894 and recorded March 30, 1894, in Volume 33 of Deeds, page 515, AND ALSO EXCEPT the following described tract:

Beginning at the Northwest corner of said subdivision;
thence South 150 feet along the West line thereof;
thence East 200 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 200 feet, more or less, along said North line to the point of beginning.

Situate in the County of Skagit, State of Washington.

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 $75^{\circ}50'$ West 23.71 chains;
South $15^{\circ}40'$ West 24.44 chains;
North $64^{\circ}27'$ East 33.23 chains;
North $1^{\circ}30'$ 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.

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 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.

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 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 43° West .79 chains, 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.

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.

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 $36\frac{1}{2}$ 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.

Coat Mountain

The West $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ and Government Lots 3 and 4, all in Section 13, Township 36 North, Range 7 East, W.M.

Situate in the County of Skagit, State of Washington.

Table Mountain

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The South $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ and the East $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 25, Township 34 North, Range 5 East, W.M.
Situate in the County of Skagit, State of Washington.

Sauk Mountain

The Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$; the South $\frac{1}{4}$ of the Northeast $\frac{1}{4}$; and all of the Southeast $\frac{1}{4}$, all in Section 19, Township 35 North, Range 10 East, W.M.

Situate in the County of Skagit, State of Washington.

The West $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ and the North $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ in Section 20, Township 35 North, Range 10 East, W.M.

Situate in the County of Skagit, State of Washington.

The North $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 30, Township 35 North, Range 10 East, W.M.

TOGETHER WITH a non-exclusive easement for roadway and utility use over, under, through, across and along a right of way 50 feet in width, 25 feet on each side of the centerline of an existing road over the South $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of said Section 30.

ALSO, TOGETHER WITH a 50 foot right of way over that portion of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of said Section 30 as described in easement recorded December 20, 1990, under Auditor's File No. 9012200066.

Situate in the County of Skagit, State of Washington.

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That portion of the following described tract in Section 1, Township 29 North, Range 5 East, W.M., in Snohomish County, Washington, lying south of the south right of way line of State Highway No. 92, defined as follows:

Beginning at the east quarter corner of Section 1;
 thence north 89°40'00" west 283.60 feet to the point of beginning;
 thence north 16°09'00" east 272.49 feet;
 thence west 1192.19 feet;
 thence south 38°50'00" east 349.50 feet;
 thence south 26°14'00" east 307.10 feet;
 thence south 24°43'00" west 103.03 feet;
 thence north 66°32'00" east 739.50 feet;
 thence north 52°59'00" east 153.03 feet to the true point of beginning;
 LESS roads 30 feet in width along the east, south and west boundary of said tract.

Verlot 2

The east half of the southwest quarter of Section 14, Township 30 North, Range 8 East, W.M., in Snohomish County, Washington.

Verlot 3

The northeast quarter of the southwest quarter and the southeast quarter of the southwest quarter of Section 13, Township 30 North, Range 8 East, W.M., in Snohomish County, Washington.

Miscellaneous

The east half of Government Lot 4, Section 30, Township 32 North, Range 7 East, W.M., in Snohomish County, Washington, lying southerly of the county road;
 EXCEPT the east 210 feet thereof.

Tract 12**PARCEL A:**

The southeast quarter of the northeast quarter; the southeast quarter of the southwest quarter; and the southeast quarter of Section 21, Township 32 North, Range 7 East, W.M., in Snohomish County, Washington.

PARCEL B:

The south half of Section 22, Township 32 North, Range 7 East, W.M., in Snohomish County, Washington.

PARCEL C:

All of Section 23, Township 32 North, Range 7 East, W.M., in Snohomish County, Washington;
EXCEPT the northeast quarter of the northwest quarter; and
EXCEPT the northeast quarter of the northeast quarter thereof.

PARCEL D:

The southwest quarter of the northwest quarter, Lot 5 and the northwest quarter of the southwest quarter of Section 24, Township 32 North, Range 7 East, W.M., in Snohomish County, Washington.

PARCEL E:

The south half of the southwest quarter of Section 24, Township 32 North, Range 7 East, W.M., in Snohomish County, Washington.

PARCEL F:

The east half and the east half of the southwest quarter of Section 25, Township 32 North, Range 7 East, W.M., in Snohomish County, Washington.

PARCEL G:

The northwest quarter and the west half of the southwest quarter of Section 25, Township 32 North, Range 7 East, W.M., in Snohomish County, Washington.

PARCEL H:

The north half of the northeast quarter and the northwest quarter of the northwest quarter of Section 26, Township 32 North, Range 7 East, W.M., in Snohomish County, Washington.

(Legal description, continued)

LEGAL DESCRIPTION, continued:

PARCEL I:

The south half of the northeast quarter and the east half of the northwest quarter of Section 26, Township 32 North, Range 7 East, W.M., in Snohomish County, Washington.

PARCEL J:

The southwest quarter of the northwest quarter and the south half of Section 26, Township 32 North, Range 7 East, W.M., in Snohomish County, Washington.

PARCEL K:

All of Section 27, Township 32 North, Range 7 East, W.M., in Snohomish County, Washington.

PARCEL L:

All of Section 28, Township 32 North, Range 7 East, W.M., in Snohomish County, Washington.

PARCEL M:

The east half of the southeast quarter of Section 29, Township 32 North, Range 7 East, W.M., in Snohomish County, Washington.

PARCEL N:

The north quarter; and the southeast quarter of the northeast quarter of Section 33, Township 32 North, Range 7 East, W.M., in Snohomish County, Washington.

PARCEL O:

The northeast quarter of the northeast quarter of Section 34, Township 32 North, Range 7 East, W.M., in Snohomish County, Washington.

PARCEL P:

All of Section 34, Township 32 North, Range 7 East, W.M., in Snohomish County, Washington;
EXCEPT the northeast quarter of the northeast quarter thereof.

(legal description, continued)

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LEGAL DESCRIPTION, continued:

PARCEL Q:

All of Section 35, Township 32 North, Range 7 East, W.M., in
Snohomish County, Washington.

PARCEL R:

All of Section 36, Township 32 North, Range 7 East, W.M., in
Snohomish County, Washington.

EXHIBIT C

HAMILTON YARD

Skagit County, WashingtonPARCEL "217"

Lots 1 to 6, inclusive, and Lots 7 to 32, inclusive, Block 1, all of Block 2, Block 7 and Block 8, all in "RIVERSIDE ADDITION TO THE TOWN OF HAMILTON, SKAGIT COUNTY, WASH.", as per plat recorded in Volume 2 of Plats, page 83, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

PARCEL "218"

Lot 2 of Short Plat No. 49-84, recorded in Volume 7 of Short Plats, page 23, on June 3, 1985, under Auditor's File No. 8506030022, and being a portion of Lots 9 and 16, "LIVERMORE'S HAMILTON ACREAGE", as per plat recorded in Volume 3 of Plats, page 87, records of Skagit County, Washington.

ALSO, the East 2.70 Acres of Lot 3, said "LIVERMORE'S HAMILTON ACREAGE", lying East and North of Lyman Timber Company's logging road and including that portion of railroad right of way lying East of the East line of Lots 3 and 4 and West of the West line of Lots 2, 5 and 8, said LIVERMORE'S HAMILTON ACREAGE.

EXCEPT road right-of-way.

Situate in the County of Skagit, State of Washington.

PARCEL "219"

Lots 1 through 20, inclusive, Block 19; Lots 1 through 3, inclusive, 13, 14, 19 through 26, inclusive, Block 23, Lots 1 through 15, inclusive, Block 26, Lots 2 through 18, inclusive, Block 27; Lots 1 through 9, inclusive, Block 28, Lots 1 through 11, inclusive, Block 37; and Lots 1 and 2, Block 38, all in "THE HAMILTON TOWNSITE COMPANY'S SECOND ADDITION TO THE TOWN OF HAMILTON, SKAGIT COUNTY, WASHINGTON", as per plat recorded in Volume 2 of Plats, page 60, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

PARCEL "220"

Lots 1 through 22, inclusive, Block 16; Lots 1 through 5, inclusive, the West 15 feet of Lot 6, the West 15 feet of Lots 19 and Lots 20 through 34, inclusive, Block 17; all in "CENTRAL ADDITION TO HAMILTON", as per plat recorded in Volume 2 of Plats, page 55, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

PARCEL "221"Tract "1":

The North $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ and the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, in Section 14, Township 35 North, Range 6 East, W.M.;

EXCEPT that following described tracts:

1. The North 50 feet thereof, as conveyed to the Puget Sound and Baker River Railroad Company, by deeds recorded in Volume 70 of Deeds, at page 185, and in Volume 64 of Deeds; at page 603.
2. The North 15 feet of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of said Section.
3. That portion of said property conveyed to Puget Sound Power & Light Company, a corporation, by deed dated April 9, 1957, filed April 4, 1957, as File No. 549528, also described therein as the South 100 feet of the West 100 feet of the North 739.62 feet of that portion of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of said Section, lying Easterly of the County road known as the Emley Road in Hamilton, Washington.
4. That portion conveyed by Thomas Cook to the State of Washington by deed dated February 5, 1958, filed February 20, 1958, as File No. 562027, and recorded in Volume 292 of Deeds, at page 621.
5. That portion conveyed to Skagit County, Washington, by deed dated July 7, 1962, filed July 30, 1962, as File No. 624032, and recorded in Volume 324 of Deeds, at page 715, described as follows:

A tract of land 100 feet in width, lying 50 feet on each side of the following described center line:

Beginning at a point on the East line of said Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ which is 672.67 feet South of the Northeast $\frac{1}{4}$ corner thereof;
thence South $86^{\circ}12'20''$ West 1706.36 feet to the West end of the State Highway Bridge and the terminal point of said line;

ALSO, that portion of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 14, Township 35 North, Range 6 East of W.M., lying Northerly of the Great Northern Railroad right of way;

EXCEPT roads;

PARCEL "221" (Continued):

EXCEPT a 50 foot strip North of and parallel to said Great Northern Railroad right of way, and

EXCEPT that portion of said premises lying Westerly of Harvey Davis Creek;

AND that portion deeded to the State of Washington for Primary State Highway #16, by deed dated August 12, 1964, recorded September 21, 1964, as Auditor's File No. 656103.

6. That portion conveyed to IMC Industry Group Inc., by instrument recorded under Auditor's File No. 8610230040.

7. Those portions conveyed to the State of Washington by instruments recorded under Auditor's File Nos. 562026, 654609, 659282, 659518 and 659519.

ALSO any portion thereof taken by Decree of Appropriation in Skagit County Superior Court Cause No. 27870.

TOGETHER WITH that portion of vacated Enaley Road as may attach by operation of law.

EXCEPT any portion lying in the bed of Alder Creek and Alder Slough.

EXCEPT from all the above any portion lying within any Skagit County Road right of way, Washington State Highway, Town of Hamilton Street or the Puget Sound & Baker River Railroad right of way.

Tract "22":

That portion of the East $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 14, Township 35 North, Range 6 East, W.M., lying North of the Great Northern Railway right of way,

EXCEPT road rights of way,

AND EXCEPT a 50 foot strip adjoining the North side of the Great Northern Railway right of way as conveyed to the Town of Hamilton, by deed dated April 18, 1922, recorded June 7, 1922, under Auditor's File No. 156862,

AND EXCEPT spur tract of railway, as referred to in Deed from Seattle & Northern Railway Company, dated January 30, 1902 and recorded April 5, 1902 in Volume 46 of Deeds, page 428.

Tract "3":

That portion of the West $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 14, Township 35 North, Range 6 East, W.M., lying North of the Great Northern Railway right of way and Westerly of the spur tract of railway extending from said main tract to the mill of the Lyman Lumber Company as conveyed by deed dated January 30, 1902 and recorded April 8, 1902 and Auditor's File No. 39426 in Volume 46 of Deeds, page 428,

EXCEPT highway rights of way,

AND EXCEPT a 50 foot strip adjoining the North side of the Great Northern Railway right of way as conveyed to the Town of Hamilton by deed dated April 18, 1922, recorded June 7, 1922 under Auditor's File No. 156862.

Tract "4":

That portion of the East $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, Section 14, Township 35 North, Range 6 East, W.M., described as follows:

Beginning at a point 3555.4 feet West and 1238.6 feet South of the Northeast corner of Section 14, Township 35 North, Range 6 East, W.M.;

thence South 368 feet to the North boundary of the Great Northern Railway Right of Way boundary;

thence North 88°19' West 220 feet, more or less, along said boundary, to the East boundary of the County Road;

thence North 194 feet to the South boundary of the Puget Sound & Baker River Railway;

thence along curve right of 13° a distance of 286.9 feet, more or less, to the point of beginning;

EXCEPT that portion, if any, lying East of the West line of those premises conveyed to Tate Lundy by deed dated July 10, 1937, filed August 9, 1937 as File No. 293192, and recorded in Volume 172 of Deeds at page 431.

Tract "5":

That portion of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 14, Township 35 North, Range 6 East, W.M., lying North of a 50 foot strip North of and parallel to the right of way of Great Northern Railway Company and Westerly of Harvey Davis Creek

Situate in the County of Skagit, State of Washington

EXHIBIT C - Page 4 of 4

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Aspen Title Co the 23rd day of May A.D., 19 94 at 11:47 o'clock A.M., and duly recorded in Vol. M94 of Mortgages on Page 16219.

FEE \$145.00

Evelyn Biehn County Clerk

By Quylene M. Henderson