

## ASSIGNMENT OF LEASE CONTRACT

AGREEMENT made as of the 28<sup>th</sup> day of August, 1996 by and between Weyerhaeuser Company, a Washington corporation ("Assignor") and Collins Products LLC, an Oregon limited liability company ("Assignee").

WHEREAS Assignor is the "Lessee" under a Lease Contract dated June 15, 1956 between Assignor and Joe A. Jones and Arlyn M. Jones, husband and wife ("Lessor"), recorded July 17, 1956 in Klamath County Oregon land records Volume 285, page 85, instrument # 11689, which Lease Contract is hereinafter referred to as the "Lease Contract" and a copy of which is attached hereto as Exhibit A, and

WHEREAS, for good and valuable consideration paid by Assignee to Assignor, receipt of which is hereby recognized, Assignor is to assign to Assignee all right, title and interest of Assignor in and to the Lease Contract, and Assignee is to accept such assignment and assume and perform all obligations of Assignor under the Lease Contract.

THEREFOR, Assignor and Assignee agree as follows:

1. Assignor hereby assigns to Assignee, effective August 30, 1996, all right, title and interest of Assignor in and to the Lease Contract.
2. Assignee accepts such assignment, effective August 30, 1996, and agrees to assume and perform all obligations under the Lease Contract, except to the extent such obligations relate to a breach or violation by Assignor of the Lease Contract prior to August 30, 1996.

IN WITNESS WHEREOF, the parties have executed this Assignment of Lease Contract as of the day and year first above written.

**WEYERHAEUSER COMPANY**

Assignor

By: Peter Sill  
(signature)  
Name: PETER SILL  
(please print)  
Title: VICE PRESIDENT  
(please print)

**COLLINS PRODUCTS LLC**

Assignee

By: **OSTRANDER RESOURCES  
COMPANY, an Oregon corporation,  
Member**

By: James E. Quinn  
(signature)  
Name: JAMES E. QUINN  
(please print)  
Title: PRESIDENT  
(please print)

By: **FREMONT LUMBER COMPANY, a  
Nevada corporation, Member**

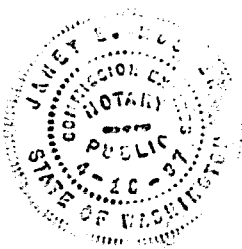
By: James E. Quinn  
(signature)  
Name: JAMES E. QUINN  
(please print)  
Title: PRESIDENT  
(please print)

State of Washington |  
County of King |

I certify that I know or have satisfactory evidence that Peter L. Sill signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Vice-President of Weyerhaeuser Company to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: August 28, 1996

  
\_\_\_\_\_  
NOTARY PUBLIC  
Appointment expires April 16, 1997



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11689

LEASE

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THIS INDENTURE, made this 15th day of June, 1956, by and between JOE A. JONES and ARLYN M. JONES, husband and wife, whose address is Klamath Falls, Oregon, hereinafter called "lessors", and WEYERHAEUSER TIMBER COMPANY, a Washington corporation duly admitted and qualified to do business in the State of Oregon, whose address is Klamath Falls, Oregon, hereinafter called "lessee", is as follows:

I

In consideration of the lessee's covenants and agreements hereinafter set forth, lessors, for themselves and their heirs, successors and assigns, hereby let and demise unto lessee and its successors and assigns, for a term of fifty (50) years commencing on the 15th day of June, 1956, and terminating on the 15th day of June, 2006, the following described lands in Klamath County, State of Oregon:

A triangular shaped tract or parcel of land lying in the northwest corner of Lot 1 of Midland Tract, Klamath County, Oregon, and more particularly described as follows:

Beginning at the northwest corner of Lot 1, Midland Tract, Klamath County, Oregon, said point being on the left bank of the Klamath River and bears N. 0° 14' W. 4155.00 feet and N. 60° 23' W. 1812.4 feet from the southeast corner of Section 19, Township 39 South, Range 9 East, W.M.; thence S. 60° 23' W. a distance of 100 feet; thence southwesterly to a point S. 15° 24' E. 120 feet from point of beginning; thence N. 15° 24' E., a distance of 120 feet to a point of beginning; and containing .11 acres, more or less.

Reserving, however, unto the lessors, their heirs, successors and assigns, the exclusive hunting and fishing rights on the premises, the right to cross, recross, use and license others to use said 100-foot strip and to exercise riparian rights appertaining thereto for any purposes not inconsistent with the use of said strip by lessee for all purposes incident to the construction and maintenance of log booms, including but not limited to, placing of piling, guys, dead men, anchors, and other shore facilities pertaining thereto.

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(Lease - 1)

EXHIBIT A

## II

Lessee hereby covenants and agrees with lessors and their heirs, successors and assigns:

(a) Forthwith upon execution of this lease, to construct a dike along the above-described premises from material removed from the bed of the Klamath River by means of a drag line, the top of said dike to be graded with only a slight crown for a width of not less than 10 feet and with a minimum top elevation at any point along said dike of not less than 4088.5 feet above mean sea level, U.S.R.S. datum. It is understood and agreed, however, that construction and/or maintenance of said dike to said minimum specifications is contingent upon material being available from the bed of the Klamath River removed by drag line and to the extent that such material is not available, the minimum specifications will be reduced proportionately.

(b) Lessee shall not be responsible for leakage of said dike or breakage thereof but will, at reasonable intervals, inspect the same for the purpose of increasing the elevation of any portions of the top of said dike which are found to be below 4088.5 feet above mean sea level, U.S.R.S. datum, to the extent that materials from the bed of the Klamath River are available for that purpose.

(c) To repair any damage to said dike as hereafter constructed which results from, is caused by and arises out of and in connection with the operations of lessee and the use and occupancy of the leasehold premises by lessee.

## III

It is understood and agreed by both parties hereto that lessee proposes to construct said dike from material dredged by drag line from the Klamath River, and without the addition of other materials either upon the slope of the dike facing the Klamath River or upon the top surface thereof. Lessee shall have no liability whatsoever with respect to the performance of said dike, and no liability with respect to inspection, maintenance or repair of same except as expressly provided in Paragraph II (b) and (c) above. Lessee shall have no obligation with respect to inspection, maintenance or performance of the road grade on the dike.

(Lease - 2)

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IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the day and year herein first above written.

Joe A. Jones  
Joe A. Jones

Arlyn M. Jones  
Arlyn M. Jones

Lessors

WEYERHAEUSER TIMBER COMPANY

By Don H. [Signature]  
Vice President

Lessee

STATE OF OREGON     }  
County of KLAMATH   } ss.

Personally appeared the above-named JOE A. JONES and ARLYN M. JONES, husband and wife, known to me to be the identical persons described as lessors in the within lease and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me this 15th day of June, 1956.

[Signature]  
NOTARY PUBLIC FOR OREGON  
My commission expires 9/1/56

RECORDED  
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STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Weyerhaeuser Timber Co  
this 17 day of July A.D. 1956 at 3:00 o'clock P.M., and  
duly recorded in Vol. 285, of Deeds on Page 25

CHAS. F. DELAP, COUNTY CLERK

By [Signature] Deputy

Fee None due to error

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Amerititle the 30th day  
of August A.D. 1956 at 11:05 o'clock A.M., and duly recorded in Vol. M96  
of Deeds on Page 27058.

Bernetha G. Letsch County Clerk

By [Signature]

FEE \$55.00