

ASSIGNMENT OF LEASE CONTRACT

AGREEMENT made as of the 28th 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 H. B. Largent and Mildred H. Largent, husband and wife and Roscoe R. Largent and Tillie Largent, husband and wife (both couples being referred to collectively as "Lessor"), recorded July 17, 1956 in Klamath County Oregon land records Volume 285, page 88, instrument # 11690, 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:


(signature)

Name:

Peter S. Mc
(please print)

Title:

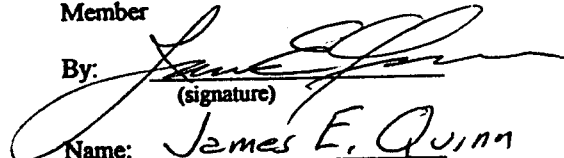
Vice President
(please print)**COLLINS PRODUCTS LLC**

Assignee

By:

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

By:


(signature)

Name:

James E. Quinn
(please print)

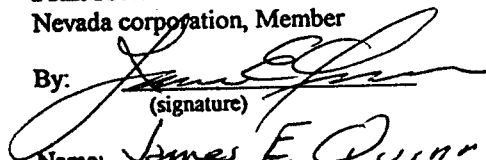
Title:

President
(please print)

By:

FREMONT LUMBER COMPANY, a
Nevada corporation, Member

By:


(signature)

Name:

James E. Quinn
(please print)

Title:

President
(please print)

State of Washington |

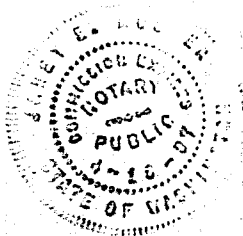
County of King |

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



11690

25th 88

L E A S E

THIS INDENTURE, made this 15 day of June, 1956, by and between H. B. LARGENT and MILDRED H. LARGENT, husband and wife, and ROSCOE R. LARGENT and TILLIE LARGENT, 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 sum of Twenty-five Hundred Dollars (\$2,500.00) in hand paid by lessee to lessors, receipt of which is hereby acknowledged, and 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 15 day of June, 1956, and terminating on the 15 day of June, 2006, the following described lands in Klamath County, State of Oregon:

A strip of land 100.00 feet in width adjacent to and parallel with the left bank of the Klamath River, and lying in Section 19, Township 39 South, Range 9 East, and Section 24, Township 39 South, Range 6 East, W.M., being a strip across the northern end of Lots 2, 3, 4 and 5 of Midland Tract; and more particularly described as follows:

Beginning at the southeast corner of said Section 19; thence N. 0° 14' W. along the east line of said Section 19 a distance of 4155.00 feet; thence N. 60° 23' W. a distance of 1812.40 feet to the left bank of the Klamath River, said point being the true point of beginning; thence southwesterly along the left bank of the Klamath River a distance of 5200.00 feet, more or less, to a ditch that runs south, said ditch being the approximate west line of Lot 5 of said Midland Tract and containing 11.00 acres, more or less.

Together with the right to deposit from time to time upon the said Lots 2, 3, 4 and 5 any earth, sand, water, and other materials dredged by pump or otherwise from portions of the Klamath River adjacent to the above-described 100-foot strip. Said materials shall be deposited in locations upon said lots selected and designated by lessors immediately

(Lease - 1)

7 36

EXHIBIT A

adjacent to the said 100-foot strip and sufficient in size to contain all dredged materials, in excess of the amount of such materials used in building or maintaining said dike, required to be removed by lessee in conducting its operations described in the succeeding paragraph of this article.

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, and also reserving the right to cross, recross, use and license others to use the said lots adjacent to said 100-foot strip for all purposes not inconsistent with the deposit of dredged materials by lessee thereon.

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 said 100-foot strip of land 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 install three 36-inch armo steel culvert pipes, or their equivalent, through said dike at locations designated by lessors, together with three headgates adequately protected by chip screens, to control the flow of water in said culverts.

(d) To level any dredged material deposited behind said dike upon areas adjacent to said 100-foot strip of land as soon as reasonably practicable following the deposit of such materials in such location.

(e) 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 (e) above. Lessee shall have no obligation with respect to inspection, maintenance or performance of the road grade on the dike or of the culverts through the dike and the headgates and chip screens appurtenant thereto.

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

WEYERHAEUSER TIMBER COMPANY

By *Wm. H. Regan*

Vice-President

Lessee

H. B. Largent

H. B. Largent

Mildred H. Largent

Mildred H. Largent

Roscoe R. Largent

Roscoe R. Largent

Tillie Largent

Tillie Largent

Lessors

9

38

STATE OF OREGON)
County of KLAMATH) ss.

Personally appeared the above-named H. B. LARGENT and MILDRED H. LARGENT, husband and wife, and ROSCOE R. LARGENT and TILLIE LARGENT, 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 15 day of June, 1956.

Russ G. Bentley
NOTARY PUBLIC FOR OREGON

My commission expires 1958

Notary Public in and for the State of Oregon
My Commission Expires Nov. 7, 1958

RECORDED
Q 221 ✓

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Weyerhaeuser Timber Co
this 16 day of July, A.D. 1956 at 10:05 o'clock A.M., and
duly recorded in Vol. 685, of Deeds, on Page 51.

CHAS. F. DELAP, COUNTY CLERK

By Billy Aronada Deputy

22 5 25

RECORDED
Q 21 ✓

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 3:52 o'clock P.M., and
duly recorded in Vol. 685, of Deeds, on Page 88.

CHAS. F. DELAP, COUNTY CLERK

By Billy Aronada Deputy

no fee

STATE OF OREGON; COUNTY OF KLAMATH: ss.

Filed for record at request of Amerititle the 30th day
of August, A.D., 19 96 at 11:06 o'clock A M., and duly recorded in Vol. M96
of Deeds on Page 27064.

Bernetha G. Letsch County Clerk

By Beth Ann Ross

FEE \$60.00