

After recording, return to:

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Please return acknowledgment copy to:
UNISEARCH, INC.
ref: 1191
PO BOX 20061
SALEM, OR 97307-0861

1999 JUL -6 AM 10: 55

**ASSIGNMENT AND ASSUMPTION OF ASSIGNMENT
OF REAL PROPERTY LEASES BY TENANT**

The Assignment of Real Property Leases by Tenant dated as of August 30, 1996, recorded at Volume M96 of the deed records of Klamath County, at page 29354 (the original of which is attached hereto as Exhibit A), is hereby assigned to and assumed by Collins Newco LLC.

IN WITNESS WHEREOF, this assignment has been executed effective as of June 30, 1999.

COLLINS PRODUCTS LLC, Assignor

By: OSTRANDER RESOURCES
COMPANY, a member

By: Jack E. Swait
Title: V.P.

By: Sam Elph
Title: President

By: FREMONT LUMBER COMPANY, a
member

By: Jack E. Swait
Title: V.P.

By: Sam Elph
Title: President

COLLINS NEWCO LLC

By: COLLINS PRODUCTS LLC, member and manager

By: OSTRANDER RESOURCES
COMPANY, a member

By: Jack E. Swait
Title: V.P.

By: Sam Elph
Title: President

By: FREMONT LUMBER
COMPANY, a member

By: Jack E. Swait
Title: V.P.

By: Sam Elph
Title: President

26827

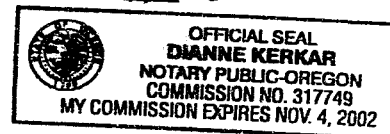
STATE OF OREGON)
COUNTY OF MULTNOMAH) SS



This instrument was acknowledged before me on June 30, 1999, by
James E. Quinn as President of Ostrander Resources
Company, a member of Collins Products LLC.

Dianne Kerkar
Notary Public for _____
My commission expires: Nov 4, 2002

STATE OF OREGON)
COUNTY OF MULTNOMAH) SS



This instrument was acknowledged before me on June 30, 1999, by
James E. Quinn as President of Fremont Lumber
Company, a member of Collins Products LLC.

Dianne Kerkar
Notary Public for _____
My commission expires: Nov 4, 2002

STATE OF OREGON)
COUNTY OF MULTNOMAH) SS



This instrument was acknowledged before me on June 30, 1999, by
James E. Quinn as President of Ostrander Resources
Company, a member of Collins Products LLC, the member of Collins Newco LLC.

Dianne Kerkar
Notary Public for _____
My commission expires: Nov 4, 2002



26828

STATE OF Oregon)
COUNTY OF Multnomah) SS



This instrument was acknowledged before me on June 30, 1999, by
James E. Quinn as President of Fremont Lumber
Company, a member of Collins Products LLC, the member of Collins Newco LLC.

Dianne Kerkar
Notary Public for _____
My commission expires: Nov 4, 2002

After recording, return to:

Michael E. Arthur

Miller, Nash, Wiener, Hager & Carlsen

111 S.W. Fifth Avenue

Portland, Oregon 97204

26829

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25185

ASSIGNMENT OF REAL PROPERTY LEASES BY TENANT

DATED AS OF: August 30, 1996

Collins Products LLC
1618 S.W. First Avenue, Suite 300
Portland, Oregon 97201 ("Tenant"); and

UNITED STATES NATIONAL BANK OF OREGON
Oregon Corporate Banking, T-4
111 S.W. Fifth Avenue
Post Office Box 4412
Portland, Oregon 97208 ("Bank")

96 SL 17 A1:55

Tenant has succeeded to the lessee's interest under two leases (the "Leases") each with Weyerhaeuser Timber Company as the original lessee and each dated June 15, 1956, true copies of which have been furnished to Bank. The Leases were recorded in the deed records of Klamath County, Oregon, July 17, 1956, at Volume 285, pages 85 and 88, and are further described as follows:

Lessor

- I. Joe A. Jones and
Arlyn M. Jones,
husband and wife

Leased Property

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.

EXHIBIT A

II. H.B. Largent
and Mildred H.
Largent;
Roscoe R. Largent
and Tillie Largent;
each husband and
wife

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 8 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 No. 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.

This assignment is executed and delivered to Bank as collateral
security for loans or lines of credit made to Tenant or to a
person affiliated with Tenant (the "Loans") by Bank
contemporaneously herewith, and any extensions or renewals
thereof and also as security for all other indebtedness of Tenant
to Bank now existing or hereafter arising. Tenant acknowledges
that the Loans will benefit Tenant, and that Bank would not make
the Loans if it did not receive this assignment.

1. Assignment of Lease. In consideration of the
Loans, and for other valuable consideration the receipt of which
is hereby acknowledged, Tenant assigns to Bank all of Tenant's
right, title, and interest in the Leases, as partial security for
the Loans. The parties intend that this assignment will be a
present transfer to Bank of all of Tenant's rights under the
Leases, subject to Tenant's rights to use the Leased Property
described above and enjoy the benefits of the Leases while not in
default on any Loan or Lease. In the event Bank expends any
funds or incurs any liability under this assignment, such amount
or liability shall also be secured by this assignment.

2. Bank Liability. Bank does not assume any responsibility or liability whatsoever for the performance of any of the obligations of Tenant under the Leases by virtue of the acceptance of this assignment or exercise of any rights hereunder. Tenant shall continue to perform all obligations imposed upon it as Tenant under the Leases and Bank shall be under no duty or liability for such performance. Tenant will hold Bank harmless from any and all claims that may arise as a result of Tenant's failure to comply with any obligations imposed upon Tenant as lessee under the Leases.

3. Notice. Tenant will promptly inform Bank of any notice of default or prospective default Tenant receives under either Lease.

4. Curing Default. Bank shall have the right, but not the obligation, to cure any default under the Leases.

5. Possession, Foreclosure, and Transfer. Tenant agrees that in the event of default by Tenant under a Lease, Loan, or any note or agreement with Bank, Bank may, in its sole discretion, exercise any of the following rights, without notice to Tenant:

5.1 Take possession of the Leased Property described above.

5.2 Foreclose Tenant's interest in the Leases and Leased Property as permitted by law.

5.3 Reassign, sell, and/or sublet Tenant's interest in the Leases and/or the Leased Property subject to written approval of the lessors.

5.4 Exercise such other rights as it may be entitled to under law or otherwise.

6. General Provisions.

6.1 This assignment shall bind the successors, assigns, and heirs of the parties.

6.2 Tenant shall not terminate, amend, or modify the Leases without the written consent of Bank, except as provided in this assignment.

7. Signatures and Agreement. Tenant agrees to the terms of this assignment as of the date first above written. Bank may assign its rights hereunder to others.

TENANT:

COLLINS PRODUCTS LLC

By: OSTRANDER RESOURCES
COMPANY, a member

By: [Signature]

Title: President

By: FREMONT LUMBER COMPANY,
a member

By: [Signature]

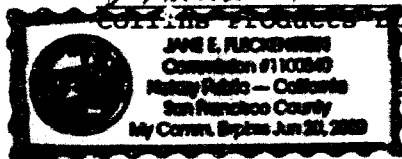
Title: President

STATE OF California)

) SS

COUNTY OF San Francisco)

This instrument was acknowledged before me on August 28, 1996, by James Quinn as President of Ostrander Resources Company, a member of Collins Products LLC.



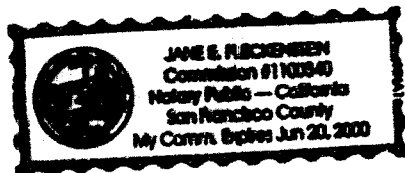
[Signature]
Notary Public for _____
My commission expires: _____

STATE OF California)

) SS

COUNTY OF San Francisco)

This instrument was acknowledged before me on August 28, 1996, by James Quinn as President of Fremont Lumber Company, a member of Collins Products LLC.



[Signature]
Notary Public for _____
My commission expires: _____



XMM094A3

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Colleen L. McKellar the 17th day of Sept. A.D. 19 96 at 11:55 o'clock A. M. and duly recorded in Vol. M96 of Deeds on Page 29354

FEE \$45.00

INDEXED

Bernetha G. Letsch
By [Signature] County Clerk

88228

10:55

26833

State of Oregon, County of Klamath
Recorded 7/06/99, at 10:55 a. m.
In Vol. M99 Page 26826
Linda Smith,
County Clerk Fee \$ 65 *KR*

