MTC STILLS

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

Sheppard, Mullin, Richter & Hampton, LLP Seventeenth Floor Four Embarcadero Center San Francisco, California 94111 Attn: William R. Wyatt, Esq. State of Oregon, County of Klamath Recorded 09/10/2002 3'.05 p m. Vol M02, Pg 5) 4/6 - 5/9/2 Linda Smith, County Clerk Fee \$ /5/8 # of Pgs 27

SPACE ABOVE THIS LINE FOR RECORDER'S USE

ASSIGNMENT OF RENTS, LEASES, CONTRACTS AND AUTHORIZATIONS

THIS ASSIGNMENT OF RENTS, LEASES, CONTRACTS AND AUTHORIZATIONS (this "Assignment") is made as of September 7, 2002, by COLLINS TIMBER COMPANY LLC, an Oregon limited liability company, whose address is 1618 S.W. First Avenue, Suite 500, Portland, Oregon 97201, Attn: Vice President, Finance ("Assignor"), in favor of THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a New Jersey corporation, whose address is 2998 Douglas Blvd., Suite 260, Roseville, California 95661, and AMERICAN AGCREDIT, FLCA, an Agricultural Credit Association chartered pursuant to the Farm Credit Act of 1971, as amended, having its office at 5560 South Broadway, Eureka, California 95503, Attn: Account Officer - Collins Pine Company ("collectively, Assignee"), for the benefit and protection of Assignee as Beneficiary under that certain Deed of Trust, Security Agreement, Assignment of Rents and Fixture Filing of even date herewith executed by Assignor in favor of Assignee (the "Deed of Trust") encumbering that certain real property, together with any Improvements now or at any time located thereon, located in the Counties of Klamath and Lake, Oregon, and more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Property"), and for the benefit and protection of Assignee as payee and holder of the Notes (as defined in the Deed of Trust). All capitalized terms not otherwise defined herein shall have the meanings given them in the Deed of Trust.

WITNESSETH:

FOR VALUE RECEIVED, Assignor does hereby irrevocably and absolutely SELL, ASSIGN, TRANSFER, SET OVER AND DELIVER unto Assignee all of Assignor's right, title, and interest now owned or hereafter acquired in and to the following:

(a) <u>Leases and Rents</u>. The Leases, TOGETHER with the immediate and continuing right to collect and receive all of the royalties, rents, income, receipts,

revenues, proceeds, accounts receivable, benefits, issues and profits now due or which may become due or to which Assignor may now or shall hereafter (including the period of redemption, if any) become entitled or may demand or claim, arising or issuing from or out of the Leases or from deficiency rents and liquidated damages following default, and all proceeds payable under any policy of insurance covering loss of rents or other income from the Property, together with any and all rights and claims of any kind that Assignor may have against any lessees under the Leases or any subtenants or occupants of the Property (individually and collectively, "Lessee"), or any part thereof, and TOGETHER with all cash or security deposits, advance rentals, and deposits or payments of similar nature thereunder (all such moneys, rents, rights and claims described in this Section being hereinafter called the "Receipts"); SUBJECT, however, to a license hereby granted by Assignee to Assignor, but limited as hereinafter provided, to collect and receive the Receipts and to operate and conduct business under the terms of the Assigned Agreements (as defined below).

- (b) <u>Timber Agreements</u>. All Cutting Rights Agreements and Timber Sales Agreements (collectively referred to as the "<u>Timber Agreements</u>");
- (c) <u>Mineral Rights</u>. All royalty and other contractual rights and agreements (excluding leaseholds) of Assignor, providing for the payment to Assignor of royalties (including overriding royalties) or other payments derived from or pertaining to water, thermal energy and other geothermal resources, and Minerals, in, on or under the Property and all issues and profits and other benefits and payments from the sale or other disposition of such Minerals (collectively, the "<u>Royalties</u>") (the Royalties and Minerals pertaining to the Property are collectively referred to as the "Mineral Rights");
- (d) <u>Revenues</u>. The Receipts, the Royalties, and all other revenues, issues, profits, royalties, proceeds, income, accounts receivable and other benefits derived from the Timber Agreements, the Minerals, and from the personal property described in this Agreement (collectively the "<u>Revenues</u>");
 - (e) Authorizations. Any and all Authorizations;
- (f) <u>Plans</u>. All plans prepared for the harvesting or cutting of Timber from the Property ("<u>Plans</u>");
- (g) <u>Trademarks and Brands</u>. All trademarks and brands used by Assignor in connection with the Timber from the Property ("<u>Brands</u>"); and
- (h) <u>Access Agreements</u>. All rights of way, licenses, crossing rights and other agreements providing access to and rights of ingress to and egress from any of the Property (collectively, the "<u>Access Agreements</u>"), to the extent such Access Agreements relate to the Property.

(Each of the Leases, Timber Agreements, Mineral Rights, Authorizations, Plans, Brands, Access Agreements and other agreements set forth above is sometimes referred to as an "Assigned Agreement" and collectively as the "Assigned Agreements.")

The foregoing assignment encompasses the right of Assignor, after an Event of Default has occurred and while such Event of Default is continuing, to terminate any of the Assigned Agreements, to perform thereunder and to compel performance and otherwise exercise all remedies thereunder, together with the immediate and continuing right to collect and receive all sums which may become due to Assignor or which Assignor may now or shall hereafter become entitled to demand or claim, arising from or out of the Assigned Agreements, including claims of Assignor for damages arising out of, or for breach of, or default under, any of the Assigned Agreements and all rights of Assignor to receive proceeds of any insurance, indemnity, warranty or guaranty with respect to any of the Assigned Agreements and also includes, without limitation, all rights of Assignor under the Assigned Agreements:

- (i) to demand, sue for and receive payment of the Revenues and all awards in lieu thereof made in any bankruptcy, insolvency or reorganization proceedings;
- (ii) to sue for and receive damages payable to Assignor upon termination of any of the Assigned Agreements;
- (iii) to sue for and receive damages arising upon default by the other party to any of the Assigned Agreements;
- (iv) to cure any defaults by Assignor under the Assigned Agreements; and
- (v) to give or receive any notice, consent, waiver or approval under the Assigned Agreements, to exercise any election or option thereunder or in respect thereof, or any release or other instrument, and to do any and all other things Assignor is entitled to do under the Assigned Agreements.

Until the occurrence of an Event of Default (as hereinafter defined), Assignor shall have a license, subject to the provisions of the Deed of Trust, to receive and collect all Revenues and to operate and conduct business under the terms of the Assigned Agreements. Notwithstanding anything to the contrary contained herein, Assignor has no right or authority to and shall not take any action the effect of which may be to amend, modify, supplement, surrender, terminate or cancel any Assigned Agreement or waive, release or discharge any right or claim thereunder or permit any of the foregoing, the result of which would have a material, adverse effect on Assignor or the

Property, whether or not an Event of Default shall have occurred, without the prior written consent of Assignee.

THIS ASSIGNMENT is intended by Assignor and Assignee to create and shall be construed to create a present assignment to Assignee of all of Assignor's right, title and interest in the Assigned Agreements and the Revenues, subject to the license herein provided.

ASSIGNOR REPRESENTS, WARRANTS, COVENANTS AND AGREES AS FOLLOWS:

- 1. Representations and Warranties. Assignor represents and warrants that (a) Assignor is the owner of the Property, and has good title to the Assigned Agreements, subject to the Permitted Exceptions, and the Revenues and full and complete right to assign the same; (b) no other Person has any right, title or interest in the Revenues or Assignor's interest in the Assigned Agreements: (c) Assignor has duly and punctually performed in all material respects the obligations, terms, covenants, conditions and warranties of the Assigned Agreements on Assignor's part to be kept, observed and performed; (d) there are no presently existing assignments, transfers, mortgages or pledges of Assignor's interests in the Assigned Agreements (except to the extent that the Assigned Agreements affect real and personal property other than the Property) or the Revenues, whether now due or hereafter to become due; (e) except for any road use fees and road maintenance fees, no Revenues have been collected more than thirty (30) days in advance of their due date and right to payment of any of same in the future has not been waived, released, discounted, set off, or otherwise discharged or compromised; (f) the Lessees under the Leases and the other parties under the other Assigned Agreements are not in default of any of the material terms thereof and do not have any defense, set-off or counter claim against Assignor thereunder; and (g) the Assigned Agreements are in full force and effect, valid and enforceable in accordance with their terms, and have not been modified, amended or altered, whether in writing or orally, except as otherwise disclosed to Assignee in writing or except for modifications or amendments which have not had a Material Adverse Effect.
- 2. Affirmative Covenants. Assignor shall (a) duly and punctually observe, perform and discharge in all material respects the obligations, terms, covenants, conditions and warranties of the Assigned Agreements on the part of Assignor to be kept, observed and performed, and give prompt notice to Assignee of any failure on the part of Assignor to observe, perform and discharge the same; (b) if an Event of Default has occurred and is continuing upon request of Assignee, in writing, notify Lessees of this Assignment and provide a copy hereof to each Lessee, and in writing notify Lessees that any security deposit, or other deposits heretofore delivered to Assignor have been retained by Assignor or assigned and delivered to Assignee, as the case may be; (c) cause to include in each and every material Assigned

Agreement hereafter executed a reference to this Assignment and that such Lessee shall be bound by and shall comply with the provisions hereof; (d) if an Event of Default has occurred and is continuing if requested by Assignee, obtain a separate written agreement from any Lessee for the benefit of Assignee to be bound by and comply with the provisions hereof; (e) enforce or secure in the name of Assignee the performance of each and every obligation, term, covenant, condition and agreement of the Assigned Agreements to be performed by Lessees; and (f) appear in and defend any action or proceeding arising under, occurring out of, or in any manner connected with the Assigned Agreements or the obligations, duties, or liabilities of Assignor and Lessees thereunder, and upon request by Assignee, to do so in the name and on behalf of Assignee but at the expense of Assignor, and to pay all costs and expenses of Assignee, including, attorneys' fees. Upon the request of Assignee, or upon the occurrence of an Event of Default, Assignor shall, within ten (10) business days, provide to Assignee a list of all Access Agreements relating to the Property.

Negative Covenants. Assignor shall not, without the prior written 3. consent of Assignee (a) except as may be permitted under the Deed of Trust, lease, sell or otherwise dispose of any part of the Property or renew or extend any Leases or enter into or renew or extend any other Assigned Agreements; (b) except as may be permitted under the Deed of Trust, terminate, amend, modify or alter in any material manner any Assigned Agreements, or waive, excuse, condone, discount, set off, compromise, or in any manner release or discharge Lessees from any obligations, covenants, conditions and agreements by such Lessees to be kept under any Assigned Agreements: (c) receive or collect any Revenues more than one month in advance of their due date; (d) further assign the Assigned Agreements or pledge, transfer, mortgage or otherwise encumber or assign future payments of Revenues; (e) commence an action of ejectment or summary proceedings for dispossession of the Lessees under any Leases; or (f) except as may be permitted under the Deed of Trust, consent to any modification of the express purposes for which any portion of the Property has been leased, or consent to any subletting of the Property or any part thereof, or to assignment of the Assigned Agreements by Lessees thereunder or to any assignment or further subletting by any sublessees. This Section 3 shall not prohibit transactions undertaken in the ordinary course of Assignor's business which do not, individually or in the aggregate, have a material adverse effect on the financial condition or operation of Assignor, including, without limitation, Assignor's ability to harvest timber at or from the Property.

4. Default and Remedies.

(a) Upon the occurrence of an Event of Default (as that term is defined in the Deed of Trust) the same shall constitute an "Event of Default" hereunder, thereby entitling Assignee to exercise any and all of the rights and remedies

provided hereunder and under any of the other Loan Documents as well as by law or in equity.

- (b) Without limiting the generality of the foregoing provisions of this Section 4, upon or at any time after the occurrence of an Event of Default, Assignee, at its option, shall have the complete right, power and authority to exercise and enforce any or all of the following rights and remedies:
 - (i) to terminate and revoke the license granted to the Assignor hereunder to collect the Revenues, and without taking possession of the Property, in Assignee's own name, to demand, collect, receive, sue for, attach and levy the Revenues, to give proper receipts, releases and acquittance therefor, and after deducting all necessary and proper costs and expenses of operation and collection, as determined in Assignee's sole judgment, and including reasonable attorneys' fees, to apply the net proceeds thereof, together with any funds of Assignor deposited with Assignee, upon the Indebtedness (whether or not such payment is due thereunder), and in such order as Assignee may determine in its sole discretion; and
 - without regard to the adequacy of the security, with or without any action or proceeding, through any person or by agent, by the Trustee under the Deed of Trust, or by a receiver appointed by a court of competent jurisdiction, and irrespective of Assignor's possession, to enter upon, take possession of, manage and operate the Property, or any part thereof or interest therein, make, modify, enforce, cancel or accept surrender of, any Leases or other Assigned Agreements, remove and evict any Lessee, increase or decrease rents under any Leases or sums payable under any other Assigned Agreements, and otherwise do any act or incur any costs or expenses as Assignee deems necessary or proper to protect the rights of Assignee therein, as fully and to the same extent as Assignor could do if in possession, and in such event to apply the Revenues so collected to the operation and management of the Property, in such order as the Assignee shall deem proper in its sole discretion, including payment of reasonable management, brokerage and attorneys' fees, payment of indebtedness and maintenance, without interest, of reserves for replacements.
- (c) Collection of Revenues hereunder, and application thereof as specified above, and/or the entry upon and taking possession of the Property, or any part thereof or interest therein, shall not cure or waive any default or waive, modify or affect any notice of default under any of the Loan Documents or the Hazardous Substances Agreement, or invalidate any act done pursuant to such notice, and the enforcement of such right or remedy by Assignee, once exercised, shall continue for so long as Assignee shall elect. Should Assignee thereafter elect to discontinue exercise of any such right or remedy, the same or any other right or remedy hereunder may be

reasserted at any time and from time to time following any subsequent Event of Default. A written demand upon any Lessee made by Assignee for payment of Revenues by reason of any default claimed by Assignee hereunder or under any of the Loan Documents shall be sufficient warrant to said Lessee to make future payments of all Revenues to Assignee without the necessity for further consent by Assignor. Upon receipt of any such written demand from Assignee, each Lessee is hereby instructed by Assignor and Assignee to comply with the provisions of such demand, to make all payments of rent or other sums and to perform all obligations under its Lease or other Assigned Agreements to and for the benefit of Assignee or as Assignee shall direct. Such notice and direction shall remain effective until the first to occur of: (i) the receipt by Lessee of a subsequent notice from Assignee to the effect that such Event of Default has been cured or that Assignee has reinstated the license in favor of Assignor pursuant to Section 5 hereof; (ii) the appointment of a Receiver under the Deed of Trust, in which event such Lessee shall thereafter make payments of rent or other sums and perform all obligations under the Leases or other Assigned Agreements as may be directed by such receiver; or (iii) the issuance of an order of a court of competent jurisdiction terminating this Assignment or otherwise directing such Lessee to pay rent or other sums and perform obligations in a manner inconsistent with said notice. Assignor hereby agrees to indemnify, defend and hold such Lessee harmless from and against any and all loss, claims, damage or liability arising from or related to any payment of rent or performance of obligations under any Lease or other Assigned Agreement by such Lessee made in good faith in reliance on and pursuant to such notice. The payment of rent or other sums to Assignee pursuant to any such notice and the performance of obligations under any Lease or other Assigned Agreement to or for the benefit of Assignee shall not cause Assignee to assume or be bound by the provisions of such Lease or other Assigned Agreement. The provisions of this Section 4(c) are expressly made for the benefit of and shall be binding on and enforceable by each Lessee under any Lease or other Assigned Agreement now or hereafter affecting all or any portion of the Property.

- 5. Grant of License to Assignor. So long as there shall exist no Event of Default, Assignor shall have the right under a license granted hereby (but limited as provided in this Section 5) to collect, but not prior to accrual, all Revenues. Assignor shall receive such Revenues, and upon and during the continuation of any Event of Default, shall hold and apply the same, first to the payment of taxes and assessments upon the Property before penalty or interest are due thereon, second to the cost of such insurance and of such maintenance and repairs as is required by the terms of the Deed of Trust, third to the satisfaction of all obligations under the Assigned Agreements, and fourth to the payment of any of the Indebtedness before using any part of the Revenues for any other purpose.
- 6. <u>Power of Attorney</u>. After the occurrence and during the continuance of an Event of Default, Assignor does hereby constitute and appoint

Assignee as Assignor's true and lawful attorney, coupled with an interest, in the name, place and stead of Assignor: (a) to exercise any and all right under the Assigned Agreements; and (b) to collect, demand, sue for, attach, levy, recover and receive all Revenues due and payable by Lessees pursuant to the Assigned Agreements or which may become due to Assignor to which Assignor now or hereafter shall become entitled or may demand or claim, arising or issuing from or out of the Assigned Agreements and to give proper notices, receipts, releases and acquittance therefor and after deducting expenses of collection, to apply the net proceeds as a credit upon any portion, as selected by Assignee, of the Indebtedness, notwithstanding that the amount owing thereunder may not then be due and payable or that such Indebtedness is adequately secured, and Assignor does hereby authorize and direct such Lessees to deliver such payments to Assignee in accordance with the foregoing, and Assignor authorizes Assignee to sign and deliver written instructions to this effect in Assignor's name and stead; and (c) to subject and subordinate at any time and from time to time, the Leases or any of the other Assigned Agreements, to the lien of the Deed of Trust or any other mortgage or Deed of Trust on or to any ground lease of the Property or to request or require such subordination, where such reservation, option or authority was reserved under the Leases or the other Assigned Agreements to the Assignor, or in any case, where the Assignor otherwise would have the right, power or privilege so to do. Assignor hereby ratifies and confirms all acts that Assignee shall do or cause to be done by virtue of the powers granted hereby and warrants that Assignor has not, on or at any time prior to the date hereof, exercised any such right of subordination under clause (c) above and covenants not to exercise any such right except as may be required by Assignee. The power of attorney hereunder granted is irrevocable and continuing, shall survive the insolvency or dissolution of Assignor, and such rights, powers and privileges shall be exclusive in Assignee, its successors and assigns so long as any part of the Indebtedness shall remain unpaid.

- 7. <u>Indemnity</u>. Assignor shall indemnify defend, protect and hold Assignee harmless from and against any and all liability, loss, cost, damage or expense (including reasonable attorneys' fees) that Assignee may or might incur under or by reason of this Assignment, for any action taken by Assignee hereunder, or the enforcement of this Assignment, or by reason or in defense of any and all claims and demands whatsoever that may be asserted against Assignee arising out of the Assigned Agreements, except to the extent caused by the gross negligence or willful misconduct of Assignee. If Assignee incurs any such liability, loss, cost, damage or expense, the amount thereof with interest thereon at the Secondary Interest Rate, shall be payable by Assignor immediately upon demand, shall be secured by the Deed of Trust, and shall be part of the Indebtedness.
- 8. <u>No Waiver</u>. The failure of Assignee to avail itself of any of the terms, covenants and conditions of this Assignment for any period of time, or at any time or times, shall not be construed or deemed to be a waiver of any such right, and

nothing herein contained, nor anything done or omitted to be done by Assignee pursuant hereto, shall be deemed a waiver by Assignee of any of its rights and remedies under any of the Loan Documents, or under any applicable laws. The rights of Assignee to collect the Indebtedness and to enforce any security therefor may be exercised by Assignee, either prior to, simultaneously with, or subsequent to, any action taken hereunder.

- 9. <u>No Merger</u>. So long as any of the Indebtedness shall remain unpaid, unless Assignee shall otherwise consent in writing, the leasehold estates and the subleasehold estates on the Property, if any, shall not merge, but shall always be kept separate and distinct, notwithstanding the union of said estates either in Assignor or in any Lessees or in a third party, by purchase or otherwise.
- by Assignee of this Assignment, with all of the rights, power, privileges and authority so created, shall not, prior to entry upon and taking of possession of the Property by Assignee, be deemed or construed to (a) constitute Assignee a mortgagee in possession nor thereafter or at any time or in any event obligate Assignee to appear in or defend any action or proceeding relating to the Assigned Agreements or to the Property; (b) require Assignee to take any action hereunder, or to expend any money or incur any expenses or perform or discharge any obligation, duty or liability under the Assigned Agreements; (c) require Assignee to assume any obligation or responsibility for any security deposits or other deposits delivered to Assignor by Lessees and not assigned and delivered to Assignee; or (d) place upon Assignee any responsibility for the operation, control, care or management of the Property or any portion thereof. Assignee shall not be liable in any way for any injury or damage to person or property sustained by any Person in or about the Property.
- 11. Payment of Indebtedness. Upon payment in full of the entire Indebtedness, this Assignment shall become and be void and of no effect, but the affidavit, certificate, letter or statement of any officer of Assignee showing any part of said Indebtedness to remain unpaid shall be and constitute conclusive evidence of the validity, effectiveness and continuing force of this Assignment, and any Person may and is hereby authorized to rely thereon.
- 12. <u>Notices</u>. All notices, demands or documents of any kind that Assignee or Assignor may be required or may desire to serve shall be served in the manner provided in the Deed of Trust.
- 13. <u>Successors and Assigns; Gender</u>. The terms, covenants, conditions and warranties contained herein and the powers granted hereby shall run with the land, shall inure to the benefit of and bind all parties hereto and their respective heirs, executors, administrators, successors and assigns, and all subsequent owners of the Property, and all subsequent holders of the Notes (or any of them) and

the Deed of Trust, subject in all events to the provisions of the Deed of Trust regarding transfers of the Property by Assignor. In this Assignment, whenever the context so requires, the masculine gender shall include the feminine and/or neuter and the singular number shall include the plural and conversely in each case. If there is more than one party constituting Assignor, all obligations of each Assignor hereunder shall be joint and several.

- 14. <u>Severability</u>. If any term, provision, covenant or condition hereof or any application thereof should be held unenforceable, in whole or in part, all terms, provisions, covenants and conditions hereof and all applications thereof not held invalid, void or unenforceable shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereof.
- 15. <u>Governing Law</u>. This Assignment is subject to the provisions of the Farm Credit Act of 1971 and all acts amendatory thereof or supplementary thereto, and shall be construed and enforced in accordance with the internal laws (without regard to the conflict of laws rules) of the State of Oregon.
- 16. <u>Expenses</u>. Assignor shall pay on demand all reasonable costs and expenses incurred by Assignee in connection with the review of Assigned Agreements, including the reasonable fees and disbursements of Assignee's outside counsel.
- 17. <u>Further Assurances</u>. Assignor shall execute, at its cost, upon Assignee's request, any documents necessary to cause the specific assignment of any particular Assigned Agreements which are necessary, proper or desirable in Assignor's judgment to carry out the purposes of this Assignment.

IN WITNESS WHEREOF, this Assignment of Rents, Leases, Contracts and Authorizations has been duly executed by Assignor as of the day and year first above written.

ASSIGNOR:

COLLINS TIMBER COMPANY LLC, an Oregon limited liability company

Ву:

Jack E. Sivertson,

Vice President, Finance

STATE OF
COUNTY OF MULTNom Att
On this day of <u>September</u> , before me,
DIANNE KERKAR , the undersigned Notary Public,
personally appeared JACK E. SIVERTSON , personally known
to me or proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity on behalf of
which the person(s) acted, executed the instrument.

Witness my hand and official seal,

Notary Public

OFFICIAL SEAL

DIANNE KERKAR

NOTARY PUBLIC-OREGON
COMMISSION NO. 317749

MY COMMISSION EXPIRES NOV. 4, 2002

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

[SEE ATTACHED]

EXHIBIT "A" LEGAL DESCRIPTION

PARCEL 1:

NB1/4 Section 36, Township 33 South, Range 13 East, Willamette Meridian, Klamath County, Oregon.

PARCEL 2:

NE1/4 Section 27, Township 34 South, Range 13 East, Willamette Meridian, Klamath County, Oregon.

PARCEL 3:

SW1/4 Section 19, Township 35 South, Range 13 East, Willamette Meridian, Klamath County, Oregon.

PARCEL 4:

NW 1/4 Section 32, Township 35 South, Range 13 East, Willamette Meridian, Klamath County, Oregon.

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EXEIBIT "A"

LAKE COUNTY

In the County of Lake, State of Oregon, as follows:

Parcel 1

Township 32 South, Range 16 East of the Willamette Meridian, Section 22: Government Lot 4, NEI/4 SW1/4, W1/2 SR1/4.

Parcel 2

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Township 36 South, Range 19 Rast of the Willamette Meridian, Section 10: The SW1/4 SW1/4.
                 The S1/2 NW1/4, SW1/4.
The S1/2.
Section 13:
Section 14:
Section 15:
                 The NW1/4, s1/2.
Section 15:
                 ALL.
Section 19:
                 The SE1/4.
Section 20:
                 ALL.
Section 21:
                 ALL.
Section 22:
                 ALL.
Section 23:
                 ALL.
Section 24:
Section 25:
Section 26:
Section 27:
                The 61/2 NE1/4, W1/2, SE1/4.
The NE1/4, W1/2, W1/2 SE1/4.
                ALL.
                 ALL.
Section 28:
                ALL.
Section 29:
                ALL.
Section 30:
                ALL.
Section 31:
                Government Lots 1 and 2; The E1/2 NW1/4.
Section 32:
                ALL.
Section 33:
                ALL.
Section 34:
                ALL.
Section 35:
                ALL.
Section 36:
                ALL.
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Parcel 3

Township 36 South, Range 19 Bast of the Willamette Meridian, Section 25: The E1/2 SE1/4.

Parcel 4

Township 37 South, Range 16 East of the Willamette Meridian, Section 7: The NEI/4 NEI/4 NEI/4 SW1/4.

EXHIBIT "A"

LAKE COUNTY

In the County of Lake, State of Oregon, as follows:

Parcel 5

Township 37 South, Range 18 East of the Willamette Meridian, Section 13: The El/2. Section 24: The NE1/4, N1/2 SE1/4.

Parcel 6

Township 37 South, Range 18 East of the Willamette Meridian, Section 24: The 51/2 SE1/4.

Parcel 7

Township 37 South, Range 19 East of the Willamette Meridian, Section 1: Government Lote 3 and 4, the \$1/2 NW1/4. Section 2 : ALL. Section 3: ALL. Government Lots 2, 3 and 4, the SW1/4 NE1/4, S1/2 NW1/4, S1/2. Government Lots 1, 2, 3, 4 and 5, the S1/2 NE1/4, SE1/4 NW1/4, E1/2 SW1/4, SE1/4. The E1/2, E1/2 W1/2. The N1/2, N1/2 SW1/4, SW1/4 SW1/4, N1/2 SE1/4, SE1/4 SE1/4. Section 5: section 6: Section 7: Section 8: Section 9: ALL. Section 10: ALL. Section 15: Section 16: The W1/2 NW1/4, SW1/4. ALL. Section 17: ALL. Government Lots 1, 2, 3 and 4.

The NE1/4, E1/2 NW1/4, E1/2 SW1/4, W1/2 SE1/4.

Government Lots 1, 2 and 3.

The SE1/4 NE1/4, NE1/4 NW1/4,

NE1/4 SW1/4, SE1/4.

The N1/2 SW1/4 Section 18: Section 19: Section 20: The N1/2, SW1/4. The W1/2 NW1/4. Section 21: Section 22:

Parcel 8

Township 37 South, Range 19 East of the Willamette Meridian, Section 22: The SE1/4 NE1/4, SN1/4 SE1/4, E1/2 SE1/4.

BEHIBIT -A.

LAKE COURTY

In the County of Lake, State of Oregon, as follows:

Parcel 9

Township 37 South, Range 19 Bast of the Willamette Meridian, Section 26: The SW1/4, W1/2 SX1/4. Section 33: The SE1/4 NW1/4, E1/2. Section 34: The NE1/4, W1/2 NW1/4, SE1/4 NW1/4, S1/2. Section 35: The NW1/4 NE1/4, W1/2, SE1/4.

Parcel 10

Township 38 South, Range 19 Bast of the Willamette Meridian, Section 2: ALL.
Section 3: ALL.
Section 11: The N1/2 N1/2 N1/2, EXCEPTING THEREPROM that portion lying in Parcels 1 and 2 of Partition Plat 1995-P-086, as filed with the Lake County Clerk, Oregon, in Plat Records.

Parcel 11

Township 38 South, Range 20 Rast of the Willamette Meridian, Section 13: The NE1/4, E1/2 SW1/4, SE1/4.

Parcel 12

Township 38 South, Range 20 East of the Willamotte Meridian, Section 13: The NEI/4 NW1/4.

Parcel 13

Township 38 South, Range 20 East of the Willamette Meridian, Section 23: The S1/2 NE1/4, S1/2, EXCEPTING THEREFROM that portion deeded to the State of Oragon, by and through its Department of Transportation for State Highway 140, lying in a portion of the SW1/4.

Parcel 14

Township 38 South, Range 20 East of the Willamette Meridian, section 24: The N1/2 NE1/4.

EXHIBIT "A"

LAKE COUNTY

In the County of Lake, State of Oregon, as follows:

Parcel 15

Township 38 South, Range 20 East of the Willamette Meridian, Section 36: The W1/2 SW1/4.

Parcel 16

Township 38 South, Range 20 East of the Willamette Meridian, Section 35: The SW1/4 NW1/4.

Parcel 17

Township 38 South, Range 20 East of the Willamette Meridian, Section 35: The N1/2 NW1/4, SE1/4 NW1/4, N1/2 NE1/4 SW1/4.

Parcel 18

Purposefully Omitted

Parcel 19

Township 38 South, Range 21 Bast of the Willamette Meridian, Section 26: The N1/2, SW1/4.

Parcel 20

Township 38 South, Range 21 East of the Willamette Meridian, Section 18: Government Lots 1, 3, 4 and 5, the W1/2 NE1/4 NW1/4, S1/2 S1/2 SE1/4 NW1/4, E1/2 SW1/4, W1/2 BE1/4.

EXBIBIT. "A"

LAKE COUNTY

In the County of Lake, State of Oregon, as follows:

Parcel 21

Township 38 South, Range 21 East of the Willamette Meridian, section 17: The SW1/4, S1/2 SR1/4. Section 19: ALL. The N1/2, N1/2 SW1/4, W1/2 SB1/4. The NW1/4 NB1/4, S1/2 NB1/4, NW1/4, S1/2. Section 20: Section 21: Section 23: ALL. Section 24: Section 25: ALL. ALL. Section 26: The SE1/4. Section 27: ALL. Section 28: ALL. Section 29: ALL. The SW1/4 NB1/4, SE1/4 NB1/4, NW1/4 NW1/4, Section 32: S1/2 NW1/4, S1/2, EXCEPTING THEREFROM the following described parcels, to-wit:

Beginning at the Sothwest corner of the SE1/4 NW1/4 of Section 32; thence North 800 feet; thence East 600 feet; thence South 800 feet; thence West 600 feet to the point of beginning, AND

the NW1/4 SW1/4 NW1/4 of said Section 32, ALSO EXCEPTING THEREFROM

The SE1/4 SW1/4 NW1/4; that portion of the W1/2 SE1/4 lying Northeasterly of State Highway 140; that portion of the E1/2 SW1/4 lying Northeasterly of State Highway 140; that portion of the NW1/4 SW1/4 lying Northeasterly of State Highway 140, AND FURTHER EXCEPTING THEREFROM,

that portion of the SW1/4 lying Southerly of State Highway 140; that portion of the W1/2 SE1/4 lying Southerly of State Highway 140, EXCEPTING THEREFROM that portion deeded to the State of Oregon, by and through its Department of Transportation for State Highway 140.
Section 33: ALL, EXCEPTING THEREFROM that portion deeded to the State of Oregon, by an through its Department of Transportation for State Highway 140.
Section 34: E1/2 NW1/4, SW1/4 NW1/4, NW1/4 SW1/4, EXCEPTING THEREFROM that portion deeded to the State of Oregon, by and through its Department of Transportation for State Highway 140.
Section 35: The N1/2, W1/2 SW1/4, SN1/4 SE1/4 SW1/4, Section 36: The NW1/4.

Parcel 22

Township 38 South, Range 21 Rast of the Willamette Meridian, Section 20: The S1/2 SW1/4.

BIHIBIT "A"

LAKE COUNTY

In the County of Lake, State of Oregon, as follows:

Parcel 23

Township 38 South, Range 21 East of the Willamette Meridian, Section 20: The E1/2 SE1/4.

Parcel 24

Township 38 South, Range 21 East of the Willamette Meridian, Section 28: The NW1/4 SE1/4.

Parcel 25

Township 38 South, Range 21 East of the Willamette Meridian, Section 30: Government Lot 1,
The E1/2 NW1/4, NE1/4 SW1/4.

Parcel 26

Township 38 south, Range 21 East of the Willamette Meridian, Seption 31: A portion of Lot 1 of Cames Prairie Subdivision, as recorded June 21, 1996, in Plat Cabinet B, Sleeve 1, Lake County Plat Records, Oregon.

Parcel 27

Township 38 South, Range 21 East of the Willamette Meridian, Section 32: Lot 2 of Camas Prairie Subdivision, as recorded June 21, 1996, in Plat Cabinet B, Sleeve 1, Lake County Plat Records, Oregon.

Parcel 28

Township 38 South, Range 21 East of the Willamette Meridian, Section 34: The NW1/4 NW1/4.

Parcel 29

Township 38 South, Range 21 East of the Willamette Meridian, Section 34: The E1/2, EXCEPTING TREREFROM that portion deeded to the State of Oregon, by and through its Department of Transportation for State Highway 140, lying in a portion of the SW1/4 SE1/4.

EXHIBIT "A"

In the County of Lake, State of Oregon, as follows:

Parcel 30

Township 38 South, Range 21 East of the Willamette Meridian, Section 36: The NW1/4 SW1/4.

Parcel 31

Township 38 South, Range 22 East of the Willamette Meridian, Section 1: Government Lots 3 and 4,
The S1/2 NW1/4.

Parcel 32

Township 38 South, Range 22 East of the Willamette Maridian, Section 7: Section 8: Government Lots 3 and 4, E1/2, E1/2 SW1/4. ALL. ALL.
The NE1/4,
the East 1299 feet of the NE1/4 NW1/4,
NW1/4 NW1/4, S1/2 NW1/4, SW1/4,
N1/2 SE1/4, SW1/4 SE1/4.
The SW1/4 NW1/4, W1/2 SW1/4, SE1/4 SW1/4.
The N1/2, SW1/4, NW1/4 NE1/4 SE1/4,
NW1/4 SE1/4, N1/2 SW1/4 SE1/4.
Government Lote 1, 2, 3 and 4,
NE1/4 NW1/4, S1/2 NW1/4, SW1/4, SE1/4.
ALL. Section 9: section 10: Section 15: Section 16: Section 17: ALL. Section 18: ALL. Section 19: Section 20: Section 21: ALL. ALL. The N1/2 NR1/4 NB1/4, W1/2 NW1/4 NB1/4, NW1/4, W1/2 SW1/4, W1/2 NB1/4 SW1/4. The N1/2 NB1/4 NW1/4, NW1/4 NW1/4, section 22; NW1/4 SW1/4 NW1/4. The N1/2 NW1/4 NW1/4.
The N1/2 N1/2 NE1/4, W1/2.
The N1/2, SW1/4, W1/2 SW1/4 NE1/4 SE1/4, W1/2 SE1/4, SE1/4, SE1/4. Section 28: Section 29: Section 30: Section 31: The N1/2, SW1/4.

Parcel 33

Township 38 South, Range 22 East of the Willamette Meridian, Section 9: The West 21 feet of the NE1/4 NW1/4.

EXHIBIT' "A"

LAKE COUNTY

In the County of Lake, State of Oregon, as follows:

Parcel 34

Township 36 South, Range 22 East of the Willamette Meridian, section 9: The SE1/4 5E1/4.

Parcel 35

Township 38 South, Range 22 Bast of the Willamette Meridian, Section 11: The NN1/4, N1/2 SW1/4.

Parcel 36

Township 38 South, Range 22 East of the Willamette Meridian, Section 16: The NW1/4 NW1/4.

Parcel 37

Township 38 South, Range 22 East of the Willamatte Meridian, Section 30: The N1/2 NE1/4 SE1/4, E1/2 SW1/4 NE1/4 SE1/4, SE1/4 NE1/4 SE1/4.

Parcel 38

Township 38 South, Range 22 Past of the Willamette Meridian, Section 31: The SE1/4.

Parcal 39

Township 39 South, Range 20 East of the Willamette Meridian, Section 1: Government Lots 1, 2, 3 and 4,
The S1/2 NE1/4, S1/2 NW1/4, E1/2 SE1/4.

Section 2: Government Lots 1 and 2,
The S1/2 NE1/4.

Parcel 40

Township 39 South, Range 20 East of the Willamette Meridian, Section 1: The S1/2 SW1/4.

EXHIBIT "A"

In the County of Lake, State of Oregon, as follows:

Parcel 41

Township 39 South, Range 20 Bast of the Willamette Meridian, Section 3: The NW1/4 of Government Lot 2.

Parcel 42

Township 39 South, Range 20 East of the Willametta Meridian, Section 25: The W1/2 NW1/4 NE1/4.

Parcel 43

Township 39 South, Range 21 East of the Willamette Meridian, Section 4: Government Lots 1 and 2,
The N1/2 S1/2 NE1/4.

Parcel 44

Township 39 South, Range 21 Rast of the Willamette Meridian, Section 4: Government Lot 4,
The NW1/4 SW1/4 NW1/4.

Parcel 45

Township 39 South, Range 21 East of the Willamette Meridian, Section 6: A portion of Lot 1 of Camas Prairie Subdivision, recorded June 21, 1996, in Plat Cabinet B, Sleave 1, Lake County Records, Oregon.

Parcel 46

Township 39 South, Range 21 East of the Willamette Meridian, Section 6: Lot 4 of Camas Prairie Subdivision, recorded June 21, 1996, in Plat Cabinet B, Sleeve 1, Lake County Records, Oregon.

Parcel 47

Township 39 South, Range 21 East of the Willamette Meridian, Section 5: Lot 5 of Camas Prairie Subdivision, recorded June 21, 1996, in Plat Cabinet B, Sleeve 1, Lake County Records, Oregon.

EXHIBIT "A"

LAKE COUNTY

In the County of Lake, State of Oregon, as follows:

Parcel 48

Township 39 South, Range 21 East of the Willamette Meridian, Section 4: Lot 7 of Camas Prairie Subdivision, recorded June 21, 1995, in Plat Cabinet B, Sleeve 1, Lake County Records, Oregon.

Parcel 49

Township 39 South, Range 21 East of the Willemette Meridian, Section 3: Lot 9 of Camas Prairie Subdivision, recorded June 21, 1996, in Plat Cabinet B, Sleeve 1, Lake County Records, Oregon.

Parcel 50

Township 39 South, Range 21 East of the Willamette Meridian, Section 2: Lot 10 of Camas Prairie Subdivision, recorded June 21, 1996, in Plat Cabinet B, Sleeve 1, Lake County Records, Oregon.

Parcel 51

Township 39 South, Range 21 East of the Willamette Meridian, Section 1: Lot 11 in Camas Prairie Subdivision, recorded June 21, 1996, in Plat Cabinet B, Sleeve 1, Lake County Records, Oregon.

Parcel 52

Township 39 South, Range 21 East of the Willamette Meridian, Sections 8 and 17: Lot 12 in Camas Prairie Subdivision, recorded June 21, 1996, in Plat Cabinet B, Sleeve 1, Lake County Records, Oregon.

Parcel 53

Township 39 South, Range 21 East of the Willamette Meridian, Section 9: Lot 16 of Camas Prairie Subdivision, recorded June 21, 1996, in Plat Cabinet B, Sleeve 1, Lake County Records, Oregon.

EXHIBIT -A-

LAKE COUNTY

In the County of Lake, State of Oregon, as follows:

Parcel 54

Township 39 South, Range 21 East of the Willamette Meridian, Section 16: Lot 17 in Camas Prairie Subdivision, recorded June 21, 1996, in Plat Cabinet B, Sleeve 1, Lake County Records, Oregón.

Parcel 55

Township 39 South, Range 21 East of the Willamette Meridian, Section 3: The S1/2 SW1/4.
Section 10: The NW1/4, EXCEPTING THRREFROM a tract of land conveyed to the State of Oregon, Highway Commission, by deed recorded in Book 130 at Page 503, Lake County Deed Records, Oregon, described as the E1/2 SE1/4 SE1/4 NW1/4.

Parcel 56

Township 39 South, Range 21 Bast of the Willamette Meridian, Section 8: The $W1/2\ NW1/4$.

Parcel 57

Township 39 South, Range 21 East of the Willamette Meridian, Section 25: The NW1/4 NE1/4, E1/2 NW1/4, NE1/4 SW1/4.

Parcel 58

Township 39 South, Range 22 East of the Willamette Meridian, Section 6: Government Lots 3, 4 and 5,

The SE1/4 NW1/4, EXCEPTING THEREFROM that portion deaded to the State of Oregon, by and through its Department of Transportation for State Highway 140.

Parcel 59

Township 40 South, Range 16 East of the Willamette Meridian, Section 17: The N1/2 N1/2 NE1/4 NE1/4,

Parcel 60

Township 40 South, Range 15 Rast of the Willamette Meridian, section 17: The S1/2 S1/2 NE1/4 NE1/4.

EXHIBIT *A*

LAKE COUNTY

In the County of Lake, State of Oragon, as follows:

Parcel 61

Township 40 South, Range 21 East of the Willamette Meridian, Section 26: The N1/2 of the SE1/4, EXCEPTING THEREFROM that parcel of land described in Book 124 at Page 239, Lake County Deed Records, Oregon, which includes an easement.

Parcel 62

Township 41 South, Range 17 East of the Willamette Meridian, Section 6: Government Lot 2, SE1/4 NE1/4.

Parcel 63

Township 41 South, Range 17 East of the Willamette Meridian, Section 6: Government Lot 4.

Parcel 64

Township 41 South, Range 17 East of the Willamette Meridian, Section 21: Government Lots 3 and 4. Section 22: Government Lot 1, SW1/4 NW1/4.

Parcel 65

Township 41 South, Range 17 East of the Willamette Meridian, Section 15: The N1/2, N1/2 SW1/4, NW1/4 SE1/4.

Parcel 66

Township 41 South, Range 17 East of the Willamette Meridian, Section 12: The NE1/4, NE1/4 SE1/4, S1/2 SE1/4.

Parcel 67

Township 41 South, Range 17 East of the Willamette Meridian, Section 13: The NW1/4 NW1/4, S1/2 NW1/4, SW1/4. Section 14: The SE1/4 NE1/4.

EXHIBIT *A*

In the County of Lake, State of Oregon, as follows:

Parcel 68

Township 41 South, Range 17 Bast of the Willamette Meridian, Section 22: Government Lot 4. Section 23: Government Lots 1, 2, 3 and 4, The S1/2 N1/2.

Parcel 69

Township 41 South, Range 18 East of the Willamette Meridian, Section 23: Government Lots 2, 3 and 4,
The NEI/4 NEI/4, S1/2 NEI/4, SW1/4 NW1/4.

Section 24: Government Lots 1, 2, 3 and 4.
The W1/2 NEI/4, NW1/4.

Parcel 70

Beginning at a point on the West line of Section 17, Township 41 South, Range 19 East of the Willamette Meridian, 1245 feet South of the Northwest corner of said Section 17; thence East 1112 feet to the Government Survey of the meander of Goose Lake made in 1872; thence with the meander South 29 degrees 00'00" East 170 feet; thence South 26 degrees 00'00" East 299 feet; thence leaving the meander West 1320 feet; thence with the Section line North 405 feet to the point of beginning.