WTC-45218

		Vol	_M04	_Page3	<u>3142</u>
		State of Recorded	Oregon, (County of Klar	math P_m
UCC FINANCING STATE FOLLOW INSTRUCTIONS (front and		Vol M04 Linda Sp	Pg 33	142-235 nty Clerk	<u> </u>
A. NAME & PHONE OF CONTACT AT		Fee \$ 4	3600	# of Pgs 94	
ST. JOHN & WAYN 70 EAST 55TH STRI NEW YORK, NY 10 Attention: Peter G. S	E, L.L.C. EET - 19TH FLOOR 1022]		,	
1. DEBTOR'S EXACT FULL LEGAL N	IAME - insert only one debtor name (:	THE ABOVE : 1a or 1b) - do not abbreviate or combine names	PACE IS FO	OR FILING OFFICE (JSE ONLY
1a. OFIGANIZATION'S NAME		The same of the sa			· · · · · · · · · · · · · · · · · · ·
OR BC TIMBER PROPE	ERTIES, INC.	FIRST NAME	MIDDLE	VAME	SUFFIX
					_
78 Canterbury Court		Goshen	STATE	06756	U.S.A.
1d. ADD'L INFO			1	NIZATIONAL ID #, if am	
DESTOR	corporation	State of Delaware		788657	NONE
2. ADDITIONAL DEBTOR'S EXACT F	ULL LEGAL NAME - Insert only or	ng deblor name (2s or 2b) - do not abbreviate or com	bine names		
25 INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE	WIE	SUFFIX
2c. MAILING ADDRESS		апу	STATE	POSTAL CODE	COUNTRY
2d. ADD'L INFO ORGANIZAT DESTOR	RE 20. TYPE OF ORGANIZATION	21. JURIBOICTION OF ORGANIZATION	2g. ORGA	NIZATIONAL ID #, If any	,
	ME of TOTAL ASSIGNEE OF ASSIGN	IOR 8/P) - Insert only <u>one</u> secured party name (3s or	3b)		NONE
BANK OF AMERICA	A N A				
OR 36. INDIVIDUAL'S LAST NAME	Ly IVIAL	FIRST NAME	MIDOLE N	ME	SUFFIX
3c. MAILING ADDRESS		СПУ	5747	LDOSTAL CODE	0017
101 South Tryon St., 6th	Fl., NC1-002-06-31	Charlotte	NC	POSTAL CODE	U.S.A.
4. This FINANCING STATEMENT covers the f				1-3-2-3	0.5
Please see EXHIBIT 1 at	tached hereto for a de	escription of the collateral cov	vered by	this Financin	g Statement.
5. ALTERNATIVE DESIGNATION (If applicable):	LEGGENLESSOR C	ONBIGNEE/CONBIGNOR BALEFIEALOR	BELLENBUY	ER AQ.LUEN [NON-UCC FILING
	to be filed [for record] (or recorded) in		See Instruction		
8. OPTIONAL FILER REFERENCE DATA					
Klamath County, Oregon					
1 FILING OFFICE COPY — NATION	AL UCC FINANCING STATEME	NT (FORM UCC1) (REV. 8/02)			

4.167

FOL	UCC FINANCING STATEMENT ADDENDUM FOLLOW INSTRUCTIONS (front and back) CAREFULLY 9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT									
V. N	98. ORGANIZATION'S NAME BC TIMBER PROPERTIES, INC.				EMENT					
OR	96. INDIVIDUAL'S LAST		FIRST N		MIDDLE NAM	, SUFFIX				
10.	MISCELLANEOUS:									
	ACOMOUNI DEPOTO	210					THE ABOVE SE	ACE IS FO	R FILING OFFICE USI	E ONLY
11.	ADDITIONAL DEBTOR	ANE	LLEGAL	NAME - insert only <u>one</u> n	ame (11s or 11b)	do not abbre	Wate or combine names			
OR	11b. INDIVIDUAL'S LAST	NAME			FIRST NAME			MIDDLE N	AME	SUFFIX
	MAILING ADDRESS				СПҮ			STATE	POSTAL CODE	COUNTRY
11d.		ADD'L IMPO RE ORGANIZATION DESTOR		E OF ORGANIZATION			RGANIZATION	11g. ORGA	NIZATIONAL IDB, If any	NONE
12.	ADDITIONAL SEC 12a. ORGANIZATION'S N	URED PARTY	8 <u>or</u>	ASSIGNOR S/P'S	NAME - insurt o	nly <u>one</u> neme	(12s or 12b)			-
OR	12b. INDIVIDUAL'S LAST	NAME		. ,,,,,,,	FIRST NAME		· · · · · · · · · · · · · · · · · · ·	MIDOLE N	WE	SUFFIX
12c.	MALING ADDRESS				СПУ			STATE	POSTAL CODE	COUNTRY
13.	This FINANCING STATEM colleteral, or is filed as a		nber to be o	sut or as-estracted	16. Additional		-	by crossh	atching on maps a	ittached
	14. Description of real estate: Please see RYHIRIT I attached becato for a description of			hereto as numbers	Exhibit used to i	II whose plan nuidentify certain to	imbers co racts in E	rrespond with the xhibit I	se plan	
Please see EXHIBIT I attached hereto for a description of the real estate.										
15.	Name and address of a RE		sbove-desc	ribed real estate						
	(If Debtor does not have a	record interest);			17. Check on	y if applicable	and check only one box	- ·		
					Debtor is a	Trust or	_	sect to propert	y held in trust or Dece	dent's Estate
					Debtor is	TRANSMIT	TING UTILITY I Manufactured-Home		effective 30 years	
					Filed in co	nnection with	a Public-Finance Transc	action effec	tive 30 years	

EXHIBIT 1

to

UCC FINANCING STATEMENT

οf

BC TIMBER PROPERTIES, INC. ("Debtor")
in favor of

BANK OF AMERICA, N.A. ("Secured Party")

Debtor has pledged to Secured Party and granted to Secured Party a security interest in all of the Debtor's right, title and interest in and to the following, in accordance with that certain Deed of Trust, Security Agreement and Fixture Filing and Assignment of Rents and Agreements, dated as of May 13, 2004, given by the Debtor, as the Trustor, to Chicago Title Insurance Company, as the Trustee, and the Secured Party, as the Beneficiary (as same may hereinafter be further amended, restated, renewed, extended, replaced, supplemented and/or consolidated from time to time, the "Deed of Trust"):

All of Debtor's present and future estate, right, title and interest in and to the following:

- 1. All of (i) the timber located on that certain real property, known as the "Doak Mountain Tract" located in Klamath County, State of Oregon, as more particularly described in Exhibit I attached hereto and made a part hereof (the "Doak Mountain Land"), including all hereditaments, appurtenances, easements and rights thereto or used in connection therewith or as a means of access thereto. together with all right, title and interest that Debtor now has or may hereafter acquire in the timber located on the Doak Mountain Land (the "Doak Mountain Timber") and any proceeds thereof; and (ii) the timber located on that certain real property, known as the "Homesteaders Tract" located in Klamath County, State of Oregon, as more particularly described in Exhibit I attached hereto and made a part hereof (the "Homesteaders Land"), including all hereditaments. appurtenances, easements and rights thereto or used in connection therewith or as a means of access thereto, together with all right, title and interest that Debtor now has or may hereafter acquire in the timber located on the Homesteaders Land (the "Homesteaders Timber") and any proceeds thereof. (The "Doak Mountain Land" and the "Homesteaders Land" are collectively referred to herein as the "Land.")
- 2. All of (i) the timber known as the "Longbell Timber" located on certain real property known as the "Longbell Tract" in Klamath County, State of Oregon, as more particularly described in Exhibit I attached hereto and made a part hereof. and more specifically within the areas depicted by crosshatching on those maps set forth in Exhibit II whose plan numbers correspond with those plan numbers used to identify the Longbell Tract on Exhibit I; (ii) the timber known as the "Chemult Timber" located on certain real property known as the "Chemult Tract" in Klamath County, State of Oregon, as more particularly described in Exhibit I attached hereto and made a part hereof, and more specifically within the areas depicted by crosshatching on those maps set forth in Exhibit II whose plan numbers correspond with those plan numbers used to identify the Chemult Tract on Exhibit I; (iii) the timber known as the "Horsefly Timber" located on certain real property known as the "Horsefly Tract" in Klamath County, State of Oregon. as more particularly described in Exhibit I attached hereto and made a part hereof, and more specifically within the areas depicted by crosshatching on those

maps set forth in Exhibit II whose plan numbers correspond with those plan numbers used to identify the Horsefly Tract on Exhibit I; and (iv) the timber known as the "Mitchell Timber" located on certain real property known as the "Mitchell Tract" in Klamath County, State of Oregon, as more particularly described in Exhibit I attached hereto and made a part hereof, and more specifically within the areas depicted by crosshatching on those maps set forth in Exhibit II whose plan numbers correspond with those plan numbers used to identify the Mitchell Tract on Exhibit I. (The "Doak Mountain Timber," the "Homesteaders Timber," the "Longbell Timber," the "Chemult Timber," the "Mitchell Timber" and the "Horsefly Timber" are collectively referred to herein as the "Timber.")

- 3. All income, rents, royalties, revenues, issues, profits and proceeds from any and all of such Timber.
- 4. All proceeds and claims arising on account of any damage to or taking of such Timber, and all causes of action and recoveries for any loss or diminution in the value of such Timber, including the proceeds of any policy of insurance covering the Timber or the proceeds of any condemnation action or transfer in lieu of condemnation.
- 5. All of the buildings and other improvements now or hereafter located on the Land, if any (collectively, the "Improvements"), including all plans and specifications prepared for construction of the Improvements and all contracts and agreements of the Debtor relating to the plans and specifications or the construction of the Improvements, and all right, title and interest, if any, of the Debtor in and to the streets and roads abutting the Land to the center lines thereof, and strips and gores within or adjoining the Land, development rights, the air space and right to use said air space above the Land, all rights of ingress and egress by motor vehicles to parking facilities on or within the Land, all easements now or hereafter affecting the Land, all royalties and all rights appertaining to the use and enjoyment of the Land, including, without limitation, alley, drainage, crop, timber, agricultural, horticultural, mineral, water, oil and gas rights and reservations of the Land.
- 6. All of the accounts and accounts receivable, fixtures and articles of personal property and all appurtenances and additions thereto and substitutions or replacements thereof, now or hereafter attached to, contained in, or used in connection with the Land and/or the Improvements or placed on any part thereof though not attached thereto, including, but not limited to, all screens, awnings, shades, blinds, curtains, draperies, carpets, rugs, furniture and furnishings, heating, lighting, plumbing, ventilation, air conditioning, refrigeration, refrigerators, incinerator and/or compacting and elevator plants, stoves, ranges, vacuum cleaning systems, call and intercom systems, sprinkler systems and other fire prevention and extinguishing apparatus and materials, motors, machinery, pipes, appliances, equipment, fittings and fixtures, and the trade name, good will and books and records relating to the business operated on the Land and/or the Improvements.
- 7. All of the leases, subleases, contracts to lease, lettings, licenses and other agreements relating to the use or occupancy of all or any part of the Land, the

Improvements and/or any other property or rights encumbered or conveyed by the Deed of Trust, or any part thereof, now or hereafter entered into by the Debtor as landlord or sublandlord and all right, title and interest of the Debtor thereunder, including, without limitation, all extensions, renewals, amendments and modifications thereof, and any options, rights of first refusal, guarantees, privileges and interests relating thereto, and all rents, income, receipts, revenues, escrow accounts, reserves, cash and securities deposited thereunder, the right to receive and collect the rents, issues and profits payable thereunder and the right to enforce, whether by action at law or in equity or by other means, all provisions, covenants and agreements thereof (it being intended by the Debtor and the Secured Party that the assignment contained in this paragraph constitutes an unconditional, absolute assignment, as part of the consideration for the indebtedness under the Note (as defined in the Deed of Trust), and not an assignment for additional security); provided, however, that Debtor shall have a license to collect and retain all amounts due thereunder and to perform the same unless and until the occurrence of an Event of Default (as defined in the Deed of Trust).

- 8. All unearned premiums, accrued, accruing or to accrue under insurance policies now or hereafter obtained by the Debtor with respect to the Land and all proceeds of the conversion, voluntary or involuntary, of the Land, the Improvements and/or any other property or rights encumbered or conveyed by the Deed of Trust, or any part thereof, into cash or liquidated claims, including, without limitation, proceeds of hazard and title insurance and all awards and compensation heretofore and hereafter made to the present and all subsequent owners of the Land, the Improvements and/or any other property or rights encumbered or conveyed by the Deed of Trust by any governmental or other lawful authority for the taking by eminent domain, condemnation or otherwise, of all or any part of the Land; the Improvements and/or any other property or rights encumbered or conveyed by the Deed of Trust or any easement therein, including, but not limited to, awards for any change of grade of streets.
- 9. All extensions, improvements, betterments, renewals, substitutions and replacements of and all additions and appurtenances to the Land, the Improvements and/or any other property or rights encumbered or conveyed by the Deed of Trust, hereafter acquired by or released to the Debtor (but excluding therefrom any of the Land which shall have at any time been covered by the lien hereof and the security interest granted hereunder and shall thereafter have been released therefrom by the Secured Party pursuant to a written instrument executed by the Secured Party) or constructed, assembled or placed by the Debtor on the Land, the Improvements, and/or any other property or rights encumbered or conveyed by the Deed of Trust, and all conversions of the security constituted thereby which, immediately upon such acquisition, release, construction, assembling, placement or conversion, as the case may be, and in each such case without any further mortgage, conveyance, assignment or other act by the Debtor, shall become subject to the lien of the Deed of Trust as fully and completely, and with the same effect, as though now owned by the Debtor and specifically described herein.
- 10. All the estate, right, title, interest, property, possession, claim and demand whatsoever of the Debtor, as well in law as in equity, of, in and to the same and

- 11. All permits, licenses, entitlements, authorizations, exemptions, certifications, franchises, timber harvesting plan reviews and approvals, environmental approvals (including an environmental impact statement or report if required under applicable law for Debtor's acquisition or disposition of the Timber) whether now existing or hereafter issued to or obtained by or on behalf of Debtor that relate to or concern in any way the Timber, and that are given or issued by any governmental agency or quasi-governmental authority as the same may be modified, amended or supplemented from time to time.
- 12. All substitutions, accessions, additions and replacements to the Timber (including logs and lumber) and to any of the foregoing; all proceeds of any of the foregoing property, including, without limitation, proceeds of any voluntary or involuntary disposition, diminution in value or claim respecting any such property (pursuant to judgment, condemnation award or otherwise) and all goods, documents, general intangibles, chattel paper and accounts, wherever located, acquired with cash proceeds of any of the foregoing or proceeds thereof.
- 13. All agreements, contracts, arrangements or other contractual obligations, whether now existing or hereafter entered into, whereby Debtor or its predecessors in interest have granted, grant or will grant to third persons the right to cut, harvest, or otherwise remove Timber from the Land (to the extent Debtor has an interest in such rights) and all timber sales agreements, log sales agreements, purchase orders, purchase and sale agreements and other contractual obligations, whether now existing or hereafter entered into, whereby Debtor, as seller, is or may become obligated to cut, harvest or otherwise remove Timber harvested from the Land or to otherwise obtain Timber from the Land and to sell, exchange or deliver such Timber to third persons and all agreements, contracts or other contractual obligations, whether now existing or hereafter entered into, whereby third persons have granted or will grant to Debtor the right to cut, harvest or otherwise remove Timber from the Land.

For purposes hereof, "Timber" does not include bare land, non-forest, non-stocked, non-productive, reproduction, non-merchantable, riparian management area (RMA), watershed, not cruised, non-commercial, sale area (to be clear cut), or any other non-merchantable timber.

Except to the extent expressly prohibited under applicable law, this financing statement, together with the Deed of Trust, shall be deemed to be a "security agreement" (as defined in the Code) and the Secured Party shall have, in addition to all rights and remedies provided in the Deed of Trust, and in any other Loan Documents (as defined in the Deed of Trust), agreements, commitments and undertakings made by the Debtor to the Secured Party, all of the rights and remedies of a "Secured Party" under the Code, and the Deed of Trust shall also constitute a financing statement as provided for in the Code.

EXHIBIT I

Land located in Klamath County, Oregon, described as follows:

Doak Mountain

TOWNSHIP 36 SOUTH, RANGE 7 EAST, W.M.

SECTION 35: GOVERNMENT LOTS 2 AND 3; SE'4 SE'4

SECTION 36: GOVERNMENT LOT 6: S½ SW¼

TOWNSHIP 37 SOUTH, RANGE 7 EAST, W.M.

SECTION 1: NW¼; NW¼ NE¼; S½ NE¼; S½

SECTION 2: GOVERNMENT LOTS 1, 2, 3 AND 4; NE½ NE½; S½ NE½;

NE' SW'; S' SW'; SE'

SECTION 3: GOVERNMENT LOT 1; NW1/4 NE1/4; S1/2 NE1/4; S1/2:

EAST 60 FEET OF THE NE' NW'; S' NW'; EXCEPTING THEREFROM THE FOLLOWING:

BEGINNING AT THE NORTHEAST CORNER OF SAID S½ NW¼; THENCE WEST ALONG THE NORTH LINE OF SAID S½ NW¼ TO THE NORTHWEST CORNER THEREOF; THENCE SOUTH ALONG THE WEST LINE OF SAID S½ NW¼ TO THE SOUTHWEST CORNER THEREOF; THENCE NORTHEASTERLY ALONG A STRAIGHT LINE TO THE POINT OF BEGINNING

SECTION 4: THAT PORTION OF GOVERNMENT LOT 6 AND THE SE'A

SE¼ LYING EASTERLY OF A STRAIGHT LINE EXTENDING SOUTHWESTERLY FROM THE NORTHEAST CORNER OF SAID GOVERNMENT LOT 6 TO THE SOUTHWEST CORNER

OF THE SE' SE'

SECTION 9: THAT PORTION OF THE E 1/2 E1/2 LYING NORTHERLY OF THAT

PORTION DESCRIBED IN DEED TO THE STATE OF OREGON, BY AND THROUGH ITS DEPARTMENT OF TRANSPORTATION.

RECORDED SEPTEMBER 22, 2003 IN VOLUME M03, PAGE 70477, MICROFILM RECORDS OF KLAMATH

COUNTY, OREGON

SECTION 10: THAT PORTION LYING NORTHERLY OF THAT PORTION

DESCRIBED IN DEED TO THE STATE OF OREGON, BY AND

THROUGH ITS DEPARTMENT OF TRANSPORTATION, RECORDED SEPTEMBER 22, 2003 IN VOLUME M03,

PAGE 70477, MICROFILM RECORDS OF KLAMATH COUNTY,

OREGON

SECTION 11:

N¼; SW¼; W½ SE¼

SECTION 12:

ALL

SECTION 13:

ALL

SECTION 14:

NW¼ NE½; S½ NE1/4; NW½; N½ SW¼; THAT PORTION OF SW½ SW½ LYING NORTHERLY OF THAT PORTION DESCRIBED IN DEED TO THE STATE OF OREGON, BY AND THROUGH ITS DEPARTMENT OF TRANSPORTATION, RECORDED SEPTEMBER 22, 2003 IN VOLUME M03, PAGE 70477, MICROFILM RECORDS OF KLAMATH COUNTY, OREGON;

SE1/4 SW1/4; SE1/4

SECTION 15:

THAT PORTION LYING NORTHERLY OF THAT PORTION DESCRIBED IN DEED TO THE STATE OF OREGON, BY AND THROUGH ITS DEPARTMENT OF TRANSPORTATION, RECORDED SEPTEMBER 22, 2003 IN VOLUME M03, PAGE 70477, MICROFILM RECORDS OF KLAMATH COUNTY, OREGON

SECTION 23:

THAT PORTION LYING NORTHERLY OF THAT PORTION DESCRIBED IN DEED TO THE STATE OF OREGON, BY AND THROUGH ITS DEPARTMENT OF TRANSPORTATION, RECORDED SEPTEMBER 22, 2003 IN VOLUME M03, PAGE 70477, MICROFILM RECORDS OF KLAMATH COUNTY, OREGON

SECTION 24:

GOVERNMENT LOTS 1, 2, 3, 4 AND 5; E½ NW¼; W½ W½

SECTION 25:

THAT PORTION OF GOVERNMENT LOTS 1 AND 2 AND NW¼ NW¼ LYING NORTHERLY OF THAT PORTION DESCRIBED IN DEED TO THE STATE OF OREGON, BY AND THROUGH ITS DEPARTMENT OF TRANSPORTATION, RECORDED SEPTEMBER 22, 2003 IN VOLUME M03, PAGE 70477, MICROFILM RECORDS OF KLAMATH COUNTY.

OREGON

SECTION 26:

THAT PORTION OF NE' NE' LYING NORTHERLY OF THAT

PORTION DESCRIBED IN DEED TO THE STATE OF OREGON, BY AND THROUGH ITS DEPARTMENT OF TRANSPORTATION,

RECORDED SEPTEMBER 22, 2003 IN VOLUME M03,

PAGE 70477, MICROFILM RECORDS OF KLAMATH COUNTY,

OREGON

TOWNSHIP 37 SOUTH, RANGE 8 EAST, W.M.

SECTION 6: GOVERNMENT LOTS 3 AND 4; SW¼ SW¼

SECTION 7: GOVERNMENT LOTS 1 AND 2; W½; SW¼ NE½; SE½

SECTION 8: GOVERNMENT LOTS 1, 2 AND 3; SW¼ SW½; LESS

PORTIONS SOUTH OF MEAN HIGH WATER LINE OF UPPER KLAMATH LAKE AND LESS TRACT DESCRIBED IN VOLUME M96, PAGE 25715, MICROFILM RECORDS OF

KLAMATH COUNTY, OREGON

SECTION 17: A PORTION OF GOVERNMENT LOTS 1 AND 2 LESS

PORTIONS SOUTH OF MEAN HIGH WATER LINE OF UPPER KLAMATH LAKE AND LESS TRACT DESCRIBED IN VOLUME M96, PAGE 25715, MICROFILM RECORDS OF

KLAMATH COUNTY, OREGON

SECTION 18: GOVERNMENT LOTS 1, 2, 3 AND 4 LYING NORTH OF MEAN

HIGH WATER LINE OF UPPER KLAMATH LAKE: NW1/4 SW1/4:

S½ NW1/4; N½ N½

SECTION 19: GOVERNMENT LOT 1

Homesteaders

TOWNSHIP 36 SOUTH, RANGE 7 EAST, W.M.

SECTION 31:

GOVERNMENT LOTS 1, 2 AND 3; NW1/4 NW1/4; S1/2 NE1/4;

NW'/4 SE'/4; E'/4 SE'/4

EXCEPT THAT PORTION CONVEYED TO THE STATE OF OREGON BY AND THROUGH ITS STATE HIGHWAY COMMISSION, RECORDED JULY 11, 1952 IN BOOK 255, PAGE 565, DEED RECORDS OF KLAMATH COUNTY, OREGON

TOWNSHIP 37 SOUTH, RANGE 7 EAST, W.M.

SECTION 5:

ALL

SECTION 6:

ALL

SECTION 7:

GOVERNMENT LOTS 1 THROUGH 16, INCLUSIVE

SECTION 8:

N½

SECTION 18:

GOVERNMENT LOTS 2, 3 AND 4; GOVERNMENT LOT 1,

LESS THE SOUTH 570 FEET OF THE EAST 497 FEET

THEREOF

EXCEPT THAT PORTION CONVEYED TO THE STATE OF OREGON BY AND THROUGH ITS STATE HIGHWAY COMMISSION, RECORDED OCTOBER 3, 1951 IN BOOK 250, PAGE 175, DEED RECORDS OF KLAMATH COUNTY, OREGON

Chemult

Gov. Lots 3 & 4	Section 3, T	-	
SE¼NW¼	"	66	66
SW¼NW¼	46	66	"
NE'4SW'4	"	66	66
SE¼SW¼	"	66	66
SW4SW4	66	66	66
NW4SW4	66	"	"
Gov. Lots 1, 2 & 3	Section 4, T	28S. R	7E
SE¼NE¼	"	"	66
SW'4NE'4	44	"	66
SE1/ANW1/4	66	66	66
NE'4SE'4	66	66	44
Plan 1516			
SE¼SE¼	Section 28,	T27S. I	R8E
SW'4SE'4	"	66	66
NE'4SW'4	46	66	66
SE¼SW¼	66	66	66
NE¼NE¼	Section 33,	T27S, I	R8E
NW4NE4	"	66	66
NE'ANW'A	44	"	66
NE¼NE¼	Section 34,	T27S, I	R8E
SE'4NE'4	"	66	66
SW1/4NE1/4	66	66	66
NW4NE4	"	66	66
NE'4SE'4	46	66	66
SE4SE4	"	66	66
SW'4SE'4	46	66	66
NW4SE4	44	"	46
NE'4SW'4	66	66	"
NE¼NW¼	66	66	66
SE¼NW¼	46	"	"
SW¼NW¼	Section 34,	Г27S, I	R8E
NW¼NW¼	"	66	66

Plan 3410	
NW4NE4	Section 31, T27S, R8E
NE'4NW'4	
Plan 3413	
NE¼NE¼	Section 31, T27S, R8E
SE'4NE'4	66 66 66
NE'4SE'4	66 66 66
SE'4SE'4	66 66 66
SW¼SE¼	66 66 66
SW¼SW¼	Section 32, T27S, R8E
NW'4SW'4	" " "
Gov. Lots 1 & 2	Section 6, T28S, R8E
Plan 3112	
SW4NE4	Section 4, T28S, R7E
SW4SE4	" "
NW4SE4	66 66 66
NE'4SW'4	66 66 66
SE'4SW'4	66 66 66
NW4SW4	66 66 66
Gov. Lots 3 & 4	66 66 66
SE¼NW¼	66 66 66
SW¼NW¼	66 66 66
NW4NE4	Section 9, T28S, R7E
Plan 3362	
SE'4SE'4	Section 8, T28S, R7E
SW4SE4	44 66 66
NW4SE4	" "
SE¼SW¼	66 66 66
SE'4SW'4	Section 9, T28S, R7E
SW4SW4	54 55 66

Plan 3696		
SW4NE4	Section 21, T28	S, R7E
SW4SE4	66 66	66
NW4SE4	66 66	46
NE4SW4	66 66	66
SE4SW4	66 66	66
NW¼SW¼	66 66	66
SE¼NW¼	66 66	"
NW¼NE¼	Section 28, T28	S, R7E
NE'4NW'4	66 66	-
Plan 3120		
SW¼SW¼	Section 27, T28	S, R7E
NW¼SW¼	66 66	"
SW4NE4	Section 28, T28	S, R7E
NE4SE4	66 66	66
SE1/SE1/4	"	66
SW1/SE1/4	"	66
NW1/SE1/4	66 66	66
NE4SW4	66 66	66
SE¼SW¼	66 66	66

NE¼NE¼	Section 33,	T28S,	R7E
NW'4NE'4	"	66	66
NE'4NW'4	66	"	66

NW¼NW¼ Section 34, T28S, R7E

Plan 3807

NW4SW4

Plan 3807 (cont'd)

NE'4NE'4	Section 11,	-	
SE¼NE¼	66	66	"
SW1/NE1/4	66	66	"
NW4NE4	66	66	66
NE'4NW'4	66	66	66
SE'4NW'4	66	66	"
SW¼NW¼	66	66	66
NW¼NW¼	66	"	66
SW¼NW¼	Section 12,	T28S, I	R7E
NW¼NW¼	"	66	"
Plan 1105			
SW¼NE¼	Section 4, T	28S, R	8E
SW1/4SE1/4	"	"	66
NW'4SE'4	"	66	"
NE'4SW'4	"	"	46
SE¼SW¼	44	"	"
SW¼SW¼	66	66	66
SE'ANW'A	46	"	46
Plan 3131			
Gov.Lot 2	Section 6, T	28S, R	8E
SE¼NE¼	66	"	"
SW'4NE'4	"	66	"
NE4SE4	66	66	"
SE4SE4	"	66	"
SW4SE4	"	66	"
NW4SE4	"	66	66
NE4SW4	"	66	66
SE4SW4	66	"	66
NE¼NE¼	Section 7, T	28S, R	8E
NW1/NE1/4	"	"	66
NE'4NW'4	66	66	44

Longbell

NW 1/4 SW 1/4	Section 3, 7	31 S , R	11 E
SE'4NE'4	Section 4, 7	31 S , R	11E
NE'4SE'4	66	66	"
SE'4SE'4	66	46	"
SW1/4SE1/4	44	66	66
NW4SE4	46	66	66
NE4SW4	66	66	66
SE'4SW'4	66	66	66
SW ¹ /4SW ¹ /4	66	66	66
NW¼SW¼	66	46	"
SE4SE4	Section 5, T	31S, R	11E
NE'4NE'4	Section 8, T	31S, R	11E
NW1/NE1/4	Section 9, T	31S. R	11E
NE¼NW¼	46	66	66
NW¼NW¼	66	66	66
Plan 12508			
SE'4SE'4	Section 5, T	31S, R	11E
SW4SE4	66	66	"
NW¼SE¼	"	66	"
NE'4SW'4	"	66	66
SE14SW14	"	44	66
SW4SW4	44	"	"
SW4SW4 NW4SW4	"	"	"
- · · · · - · · · · ·		44	"
NW'4SW'4	ш	44	"
NW4SW4 NE4SE4	" Section 6, T	" 31 S, R	" 11E
NW4SW4 NE4SE4 SE4SE4	Section 6, T	" 31 S, R:	" !1 E
NW4SW4 NE4SE4 SE4SE4 SW4SE4	Section 6, T	"31 S , R	" !1E " "
NW4SW4 NE4SE4 SE4SE4 SW4SE4 NW4SE4	Section 6, T	"31S, R	" !1E " "
NW4SW4 NE4SE4 SE4SE4 SW4SE4 NW4SE4 NE4NE4	Section 6, T " " " Section 7, T	"31S, R	" !1E " "

CEL CELC	О4' О Т	21C D1	1177
SE'4SE'4	Section 8, T	313, K	LLE
SW4SE4	"	66	66
NW¼SE¼	66	"	66
NE'4SW'4	•	••	-
NE'4SE'4	Section 9, 7	31 S, R 1	1E
SE'4SE'4	66	66	"
SW¼SE¼	66	66	66
SE'4SW'4	Section 10,	T31S. F	211E
SW4SW4	44	66	"
NW4SW4	66	66	"
NE'4SW'4	Section 15,	T31S F	211F
SE'ASW'A	"	"	"
SW4SW4	66	66	66
NW4SW4	66	"	66
NE½NW¼	46	u	46
SE'ANW'A	"	66	66
SW'4NW'4	"	"	"
NW'4NW'4	"	"	66
2 WOL /2 WOL /	0 - 4 16	T210 I	11177
NE'ANE'A	Section 16,	1313,1	CILE
SE'ANE'A		66	"
SW'4NE'4		66	66
NW'4NE'4		"	66
NE'4SE'4	"	"	66
SE'4SE'4	46	"	"
SW'4SE'4	66	"	u
NW4SE4	66	66	"
NE'4SW'4		"	"
SE'4SW'4	"	66	"
NW¼SW¼	"	66	66
NE'4NW'4	"	66	66
SE'/NW'/		44	
SW¼NW¼			66
NW¼NW¼	••	••	

Plan 12273 (cont'd)

NEWNEW SEWNEW SWWNEW NWWNEW NEWSEW NWWSEW SWWSEW	Section 17, 7	Γ31S,] " " " "	R11E " "
NEWNEW SEWNEW SWWNEW NWWNEW	Section 21, 7	Γ31S, Ι " "	R11E " "
NE¼NW¼ NW¼NW¼ Plan 12118	Section 22, 7	Г31S, I "	R11E "
NE'4SE'4 SW'4SE'4 NW'4SE'4	Section 10, 7	r31S, 1 "	R11E "
SE'4SE'4 NE'4SE'4 NW'4SE'4 NE'4SW'4 SE'4SW'4 NW'4SW'4 SE'4NW'4 SW'4NW'4	Section 11, 7	[31S, I	R11E "
NW'ANE'A NE'ANW'A NW'ANW'A	Section 14, 7	731S, I "	

SE¼SE¼ SW¼SE¼	Section 10, T31S, R11E
SE¼SW¼ SW¼SW¼	Section 11, T31S, R11E
NE'ANW'A SE'ANW'A SW'ANW'A NW'ANW'A	Section 14, T31S, R11E
NE¼NE¼ SE¼NE¼ NW¼NE¼ Plan 13914	Section 15, T31S, R11E
NE4SE4 SE4SE4 SW4SE4 NW4SE4 SE4NE4 NE4SW4 SE4SW4	Section 36, T31S, R11E

Horsefly	
Plan 54450	
NW4NE4 NE4NW4	Section 32, T38S, R15E
Plan 54533	
NE¼NE¼	Section 10, T38S, R14E
SE¼NE¼	£¢ £¢ £¢
SW1/NE1/4	ec et ee
NW4NE4	66 66 66
SE'4NW'4	66 66 66
SW4NW4	66 66 66
SW¼NW¼	Section 11, T38S, R14E
NW4NW4	u " "
Plan 54124	
SE4SE4	Section 9, T38S, R14E
SW¼SW¼	Section 10, T38S, R14E
NW¼NW¼	Section 15, T38S, R14E
Plan 54826	
NE'4SW'4	Section 12, T38S, R14E
SE'4SW'4	66 66 66
SW¼SW¼	44 44 44
NW4SW4	66 66 66
NE'4NW'4	Section 13, T38S, R14E
NW¼NW¼	u u u
Plan 54102	
SE¼SE¼	Section 13, T38S, R14E
NE'4NE'4	Section 24, T38S, R14E
SW4NE4	66 66 66
NW'4NE'4	66 66 66

Plan 54102 (cont'd)

CW//NE//	Castlan 10	നാരെ 1	31677
SW¼NE¼ NE¼SW¼	Section 18,	1 300, 1	KIDE "
	"	66	66
SE¼NW¼	46	"	"
Gov. Lots 2, 3 & 4			
Plan 55375			
NE'4SW'4	Section 8, 7	38S, R	15E
SE'4SW'4	66	44	46
SW¼SW¼	46	66	66
NW¼SW¼	44	66	66
SW¼NW¼	66	44	46
NE'ANW'A	Section 17, T38S, R15E		
Plan 55583			
SE4SW4	Section 4, 7	38S, R	15E
NE'4SW'4	Section 9, 7	38S, R	15E
SW¼SW¼	66	66	66
NW4SW4	66	66	66
NE'4NW'4	66	66	66
SE14NW14	"	"	66
SW¼NW¼	"	66	66
Plan 54117			
NE'4SE'4	Section 18,	T38S, I	R15E
SE1/SE1/4	66	44	"
SW4SE4	66	"	66
NW4SE4	66	66	66
Plan 54130			
SE¼NE¼	Section 24,	T38S. F	R14E
NE'4SE'4	"	"	"
Gov. Lots 2 & 3	Section 19,	T38S. I	R15E
NE'4SW'4	"	"	66
NE'4NW'4	66	66	66
SE'4NW'4	66	"	66
-			

Plan 54105

SE1/NE1/4	Section 19, 7	Г38S, 1	R15E
SW4NE4	66	44	66
NE4SE4	66	66	66
SE¼SE¼	66	66	46
SW1/4SE1/4	44	66	46
NW¼SE¼	"	"	66
NE'4SW'4	66	66	46
SE'4SW'4	66	66	66
SE'/NW'/	66	66	66

Plan 54471

SW4SE4	Section 19,	T38S,	R15E
SE'4SW'4	66	66	66
Gov. Lot 4	66	66	66
NE¼NW¼	Section 30,	T38S,	R15E
SE¼NW¼	46	66	44
Gov. Lots 1 & 2	"	66	66

SW'/NE'/	Section 31,	T38S, 1	R15E
NE'4NW'4	66	66	66
SE¼NW¼	66	66	66
Gov. Lots 1 & 2	66	66	66

Plan 54120 33163

Gov. Lots 1, 2 & 3	Section 31,	Γ38 S, Ι	R15E
Plan 54119			
SE'4SW'4	Section 20,	Г38S, 1	R15E
SW¼SW¼	"	"	66
NE'ANW'A	Section 29,	Г38S, I	R15E
SE'4NW'4	"	66	"
NW¼NW¼	"	66	"
Plan 55109			
SW¼SW¼	Section 15,	Г38S, I	R15E
NW¼SW¼	Section 22,	Г38S, I	R15E
SW¼NW¼	66	66	"
NW¼NW¼	"	"	"
Plan 55328			
NE'4SW'4	Section 28, 7	Γ38S, Ι	R15E
SE'4SW'4	66	66	"
SW¼SW¼	66	46	44
NW¼SW¼	46	"	"
NE¼NE¼	Section 32,	Г38S, I	R15E
SW1/NE1/4	Section 33,	-	
NW'4NE'4	66	66	66
SW4SE4	66	66	44
NE'4SW'4	66	66	66
SE4SW4	44	66	66
SE¼NW¼	44	66	"
NE'4NW'4	44	66	"
NW¼NW¼	44	66	66

Plan 55117	
SE1/4NE1/4	Section 35, T38S, R15E
SW1/NE1/4	cc cc cc
NE'4SE'4	
SW4SW4	Section 36, T38S, R15E
NW'4SW'4	66 66
SE¼NW¼	ee ee ee
SW4NW4	66 66 66
Plan 55116	
SW4NE4	Section 36, T38S, R15E
NW'/NE'/	66 66 66
NE'4NW'4	66 66 66
SE¼NW¼	66 66 66
SW¼NW¼	66 64 66
NW'4NW'4	" " "
Plan 55124	
NE4SE4	Section 35, T38S, R15E
SE'4SE'4	
SW¼SW¼	Section 36, T38S, R15E

<u>Mitchell</u>

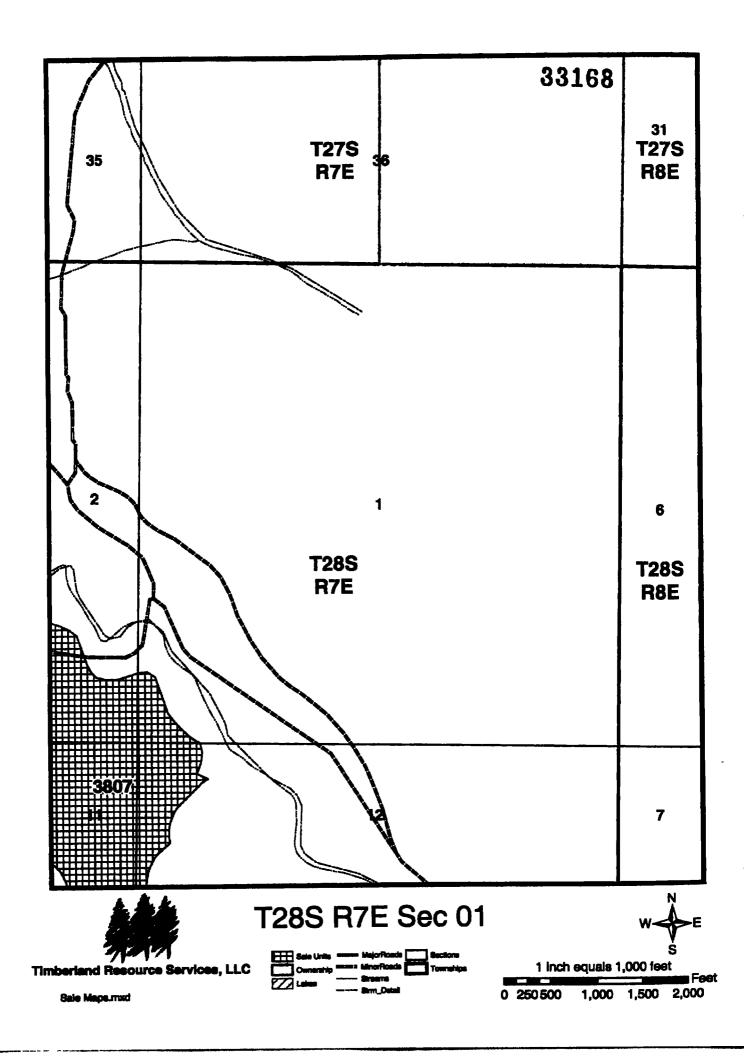
NE'4NE'4	Section 8,	T36S, R	15E
SE¼NE¼	46	66	66
SW1/NE1/4	46	66	66
NW4NE4	46	66	66
NE'4SE'4	66	66	46
SE4SE4	66	"	"
NE'4NW'4	66	66	66
SE'4NW'4	66	66	46
Plan 42113			
SE¼SE¼	Section 23,	T36S, I	R15E
SW4SE4	66	"	46
SE'4SW'4	66	66	66
SW4SW4	Section 24,	, T36S, I	R15E
NE'/NW'/	Section 25	, T36S, I	R15E
SE'ANW'A	66	46	"
SW¼NW¼	"	46	"
NW¼NW¼	66	44	66
NE¼NE¼	Section 26,	. T36S. I	R15E
SE¼NE¼	"	"	"
NW¼NE¼	"	66	"
Plan 41137			
SE'4NE'4	Section 7,	T36S, R	15E
NE'4NE'4	"	"	"
NW¼NE¼	"	46	66
SW4SW4	Section 8,	T36S. R	15E
NW'4SW'4	"	"	"
NE'4NW'4	44	66	"
SE'4NW'4	66	"	"
SW14NW14	46	"	"
NW¼NW¼	66	66	66

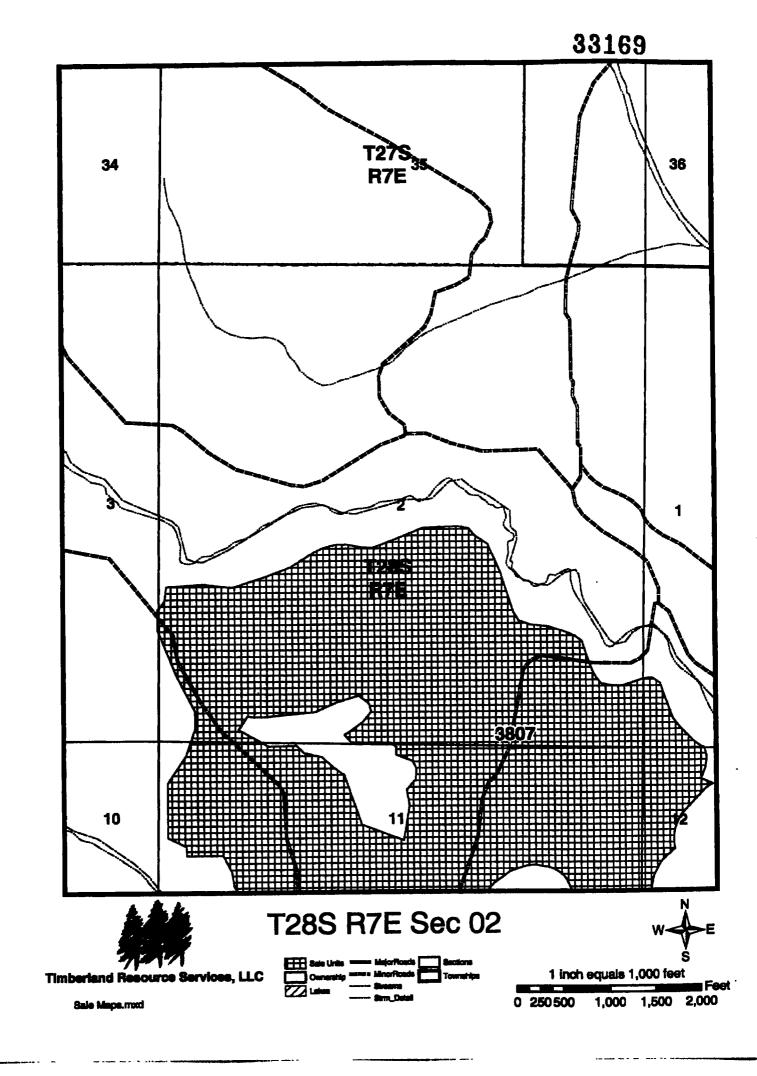
Plan 41101

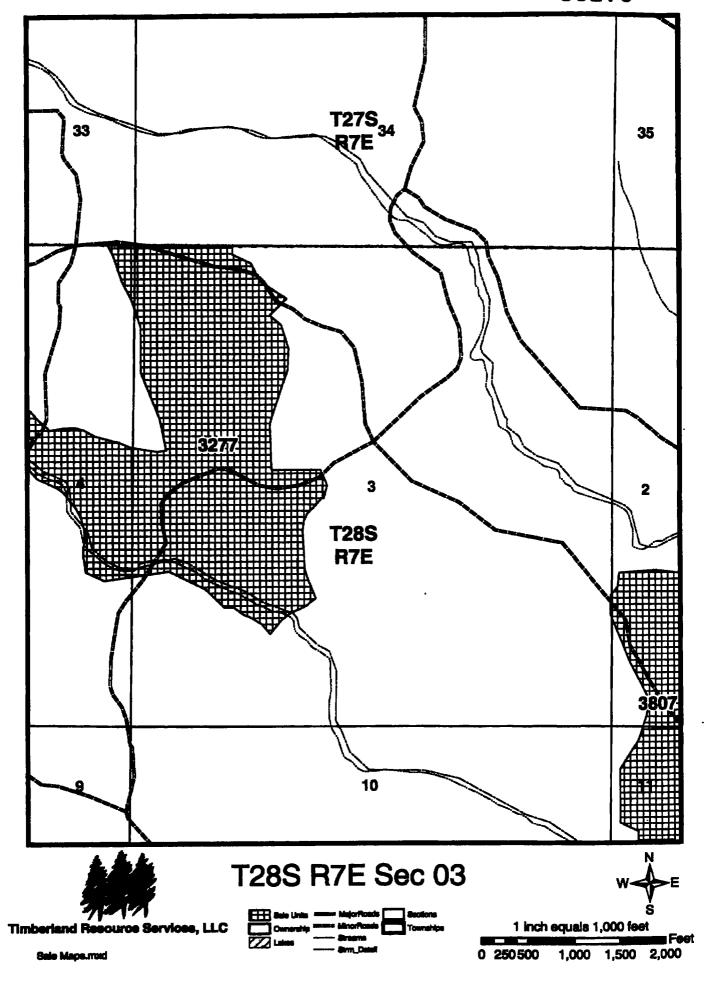
SW¼NW¼

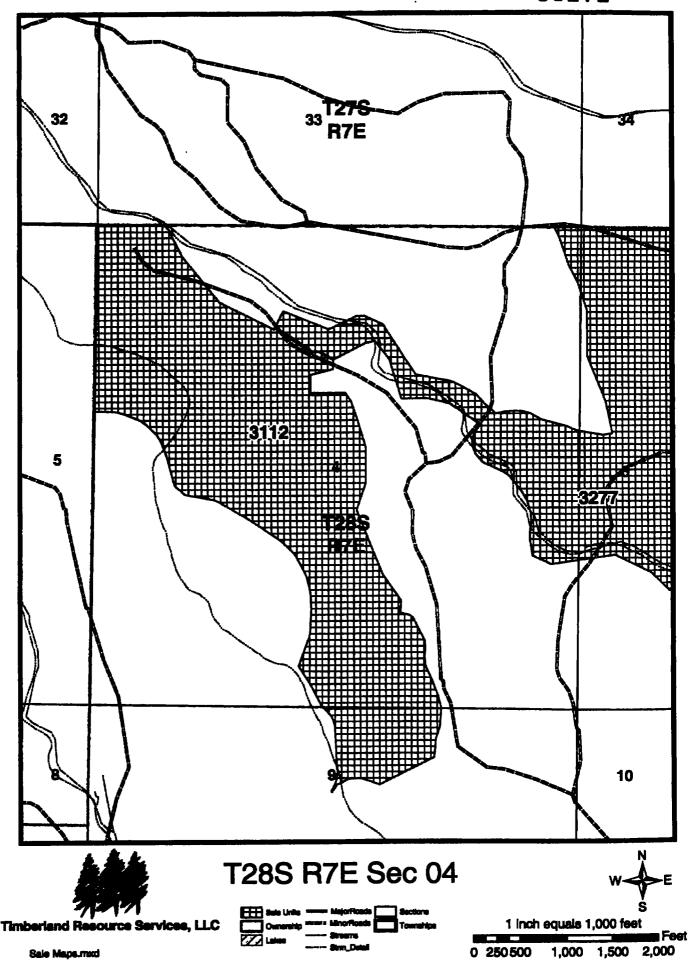
SE4SE4	Section 7, T	36S, R	15E
NE'4SW'4	Section 8, T	36S, R	15E
SE14SW14	66	"	"
SW'4SW'4	66	"	"
NW4SW4	66	66	46
SW1/SE1/4	66	66	66
NW4SE4	"	66	"
Plan 41100			
NE'4NW'4	Section 16,	T36S, I	R15E
SE14NW14	66	66	"
NW¼NW¼	46	66	46
SW1/4NW1/4	66	44	46
Plan 42185			
SW4NE4	Section 25,	T36S, I	R15E
NE'4SE'4	"	66	"
NW4SE4	66	66	"
NE'4SW'4	66	66	66
NW ¹ / ₄ SW ¹ / ₄	66	66	66
NE'4NW'4	66	66	66
SE¼NW¼	"	66	66

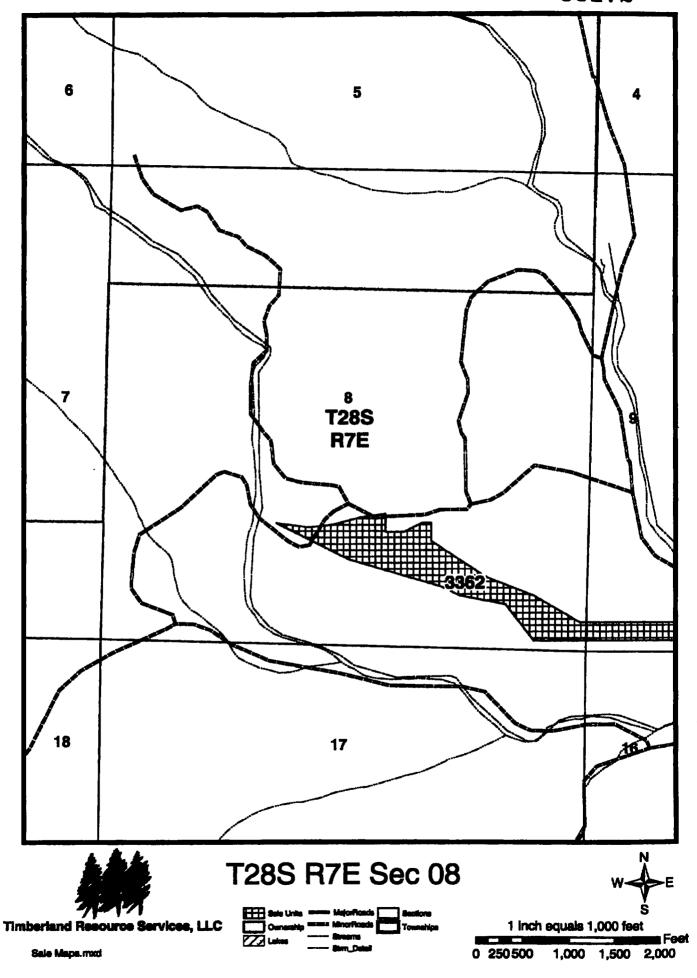
EXHIBIT II TIMBER MAPS

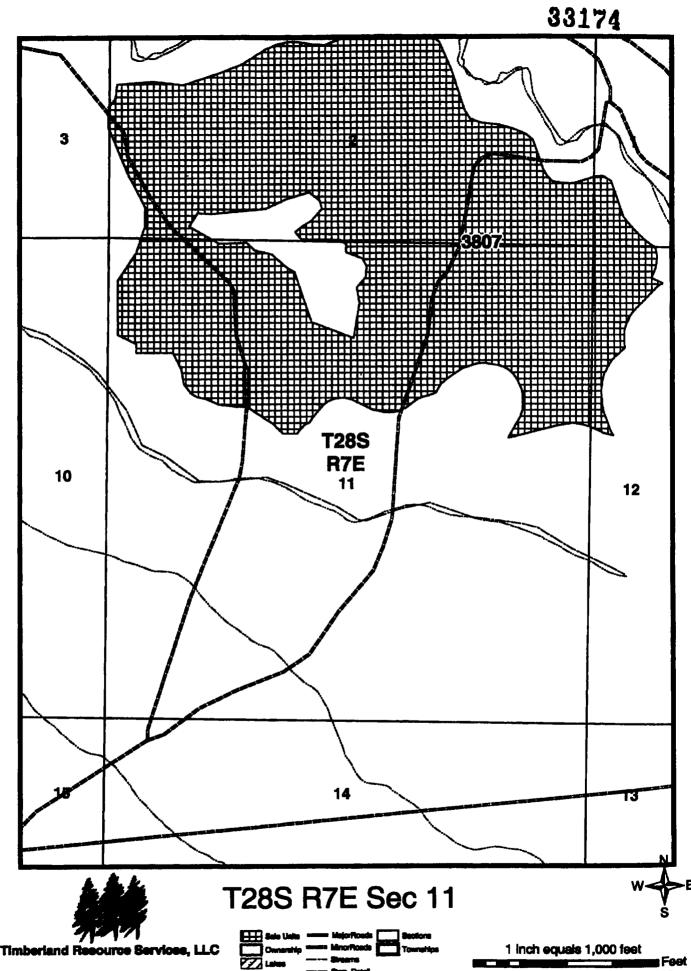




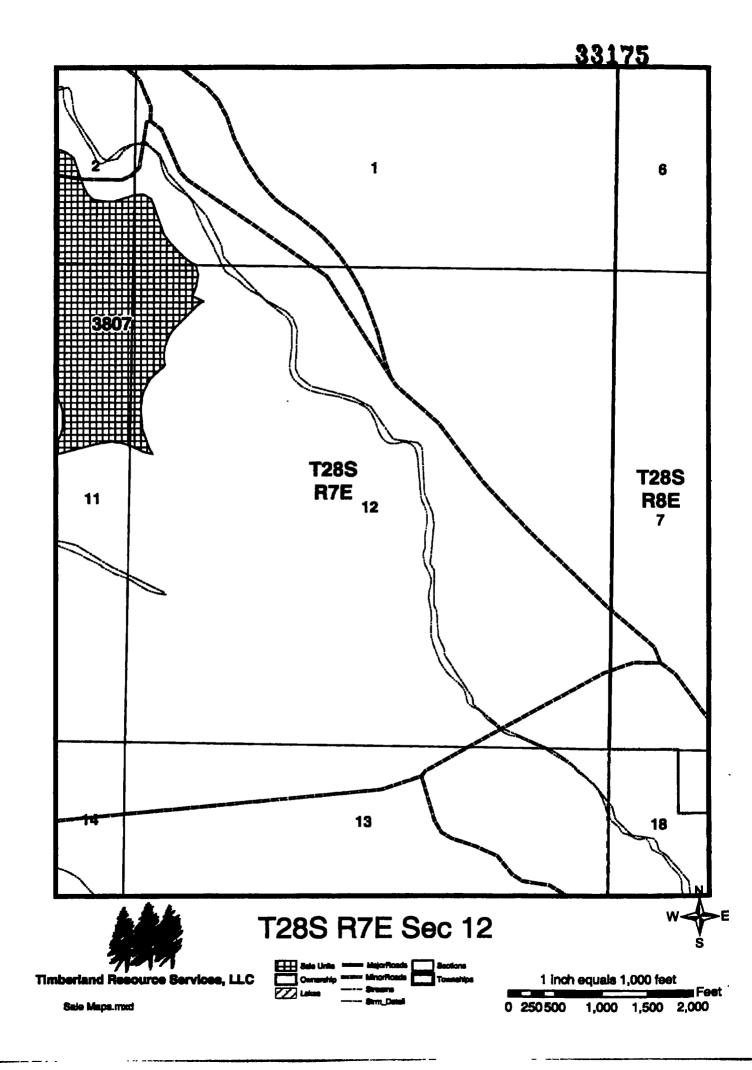


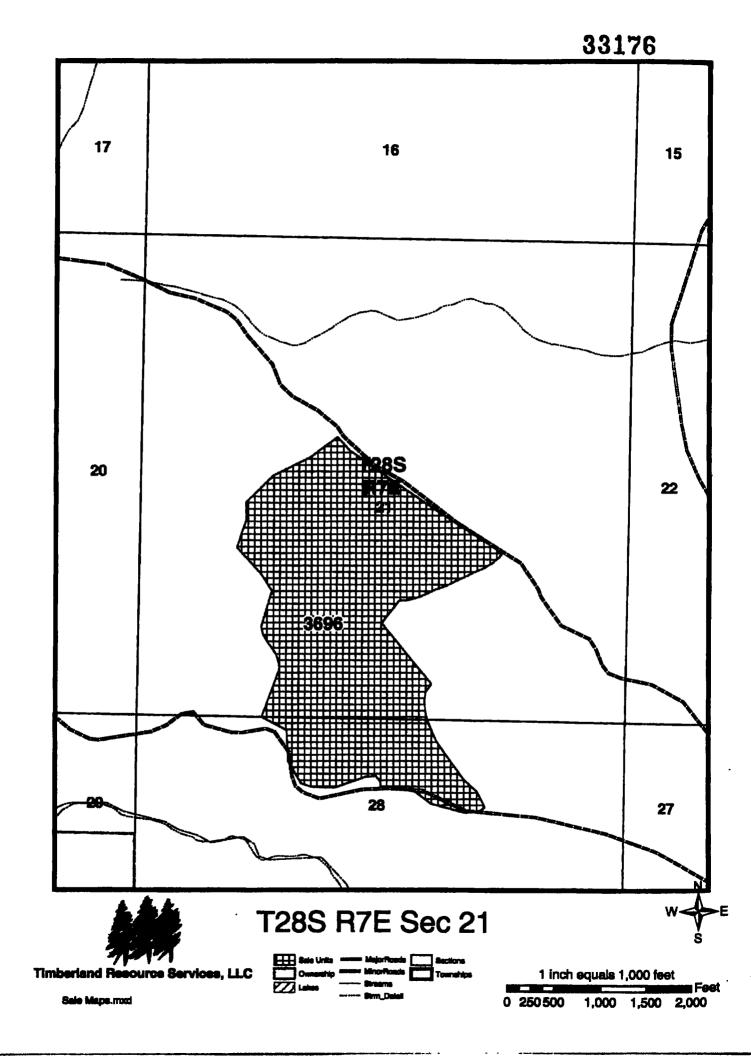




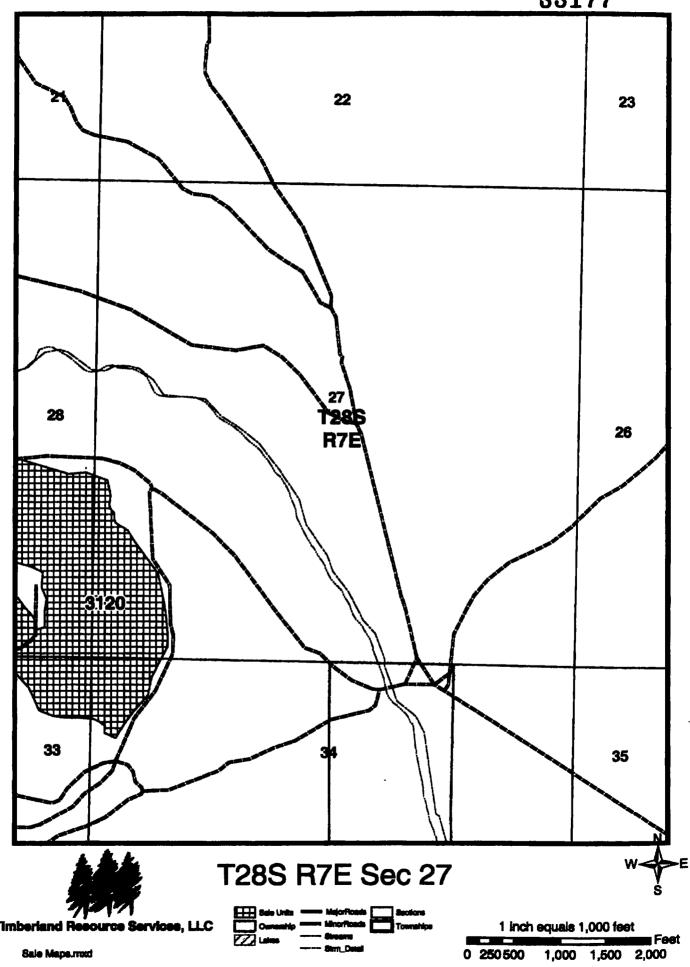


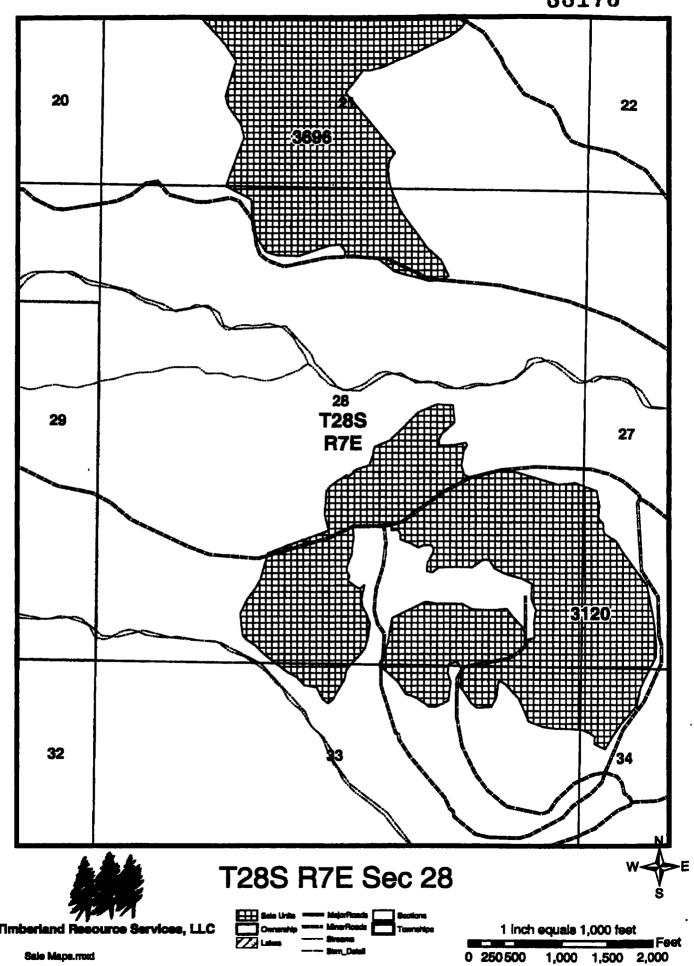
Sale Maps.med 0 250 500 1,000 1,500 2,000

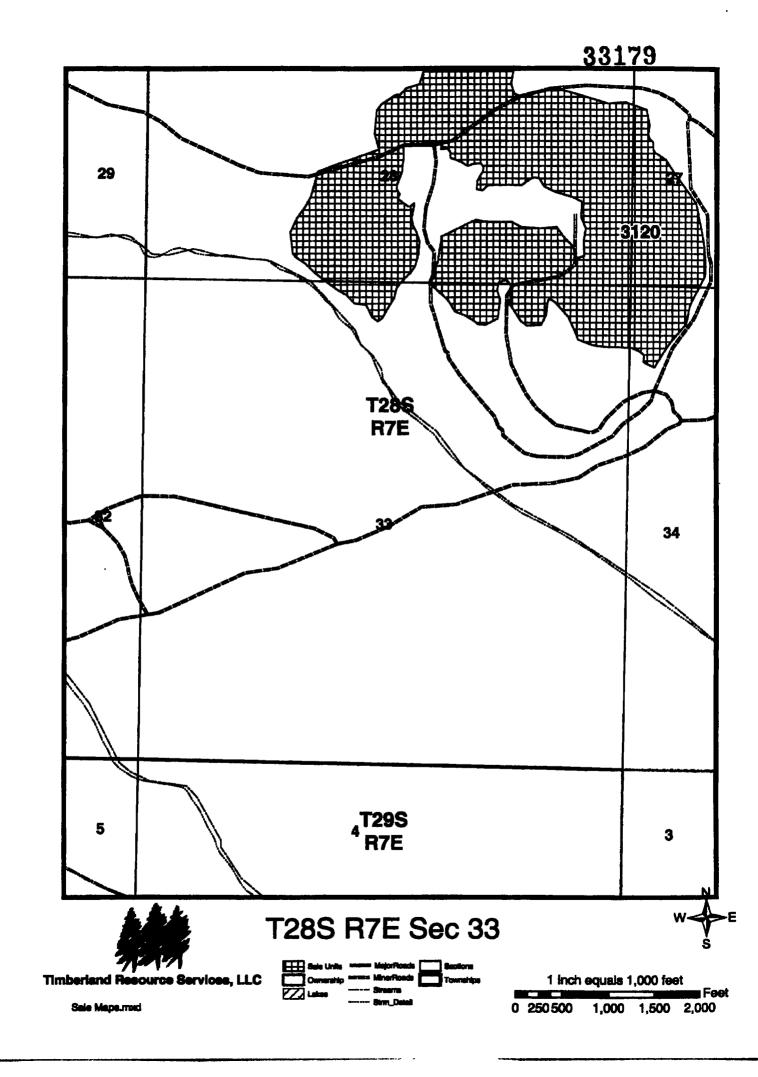


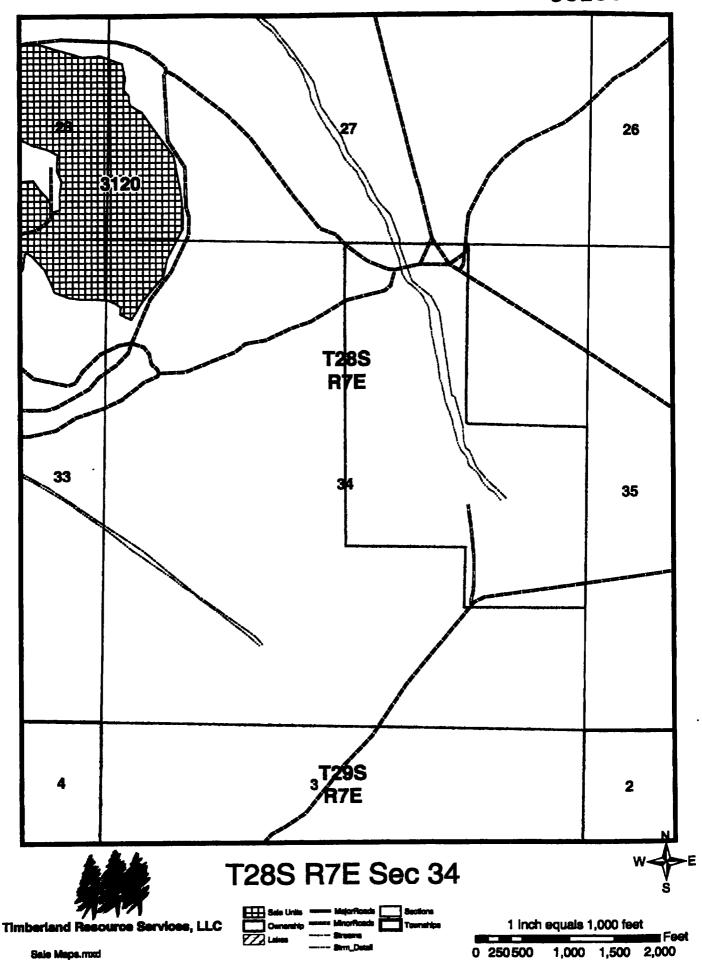




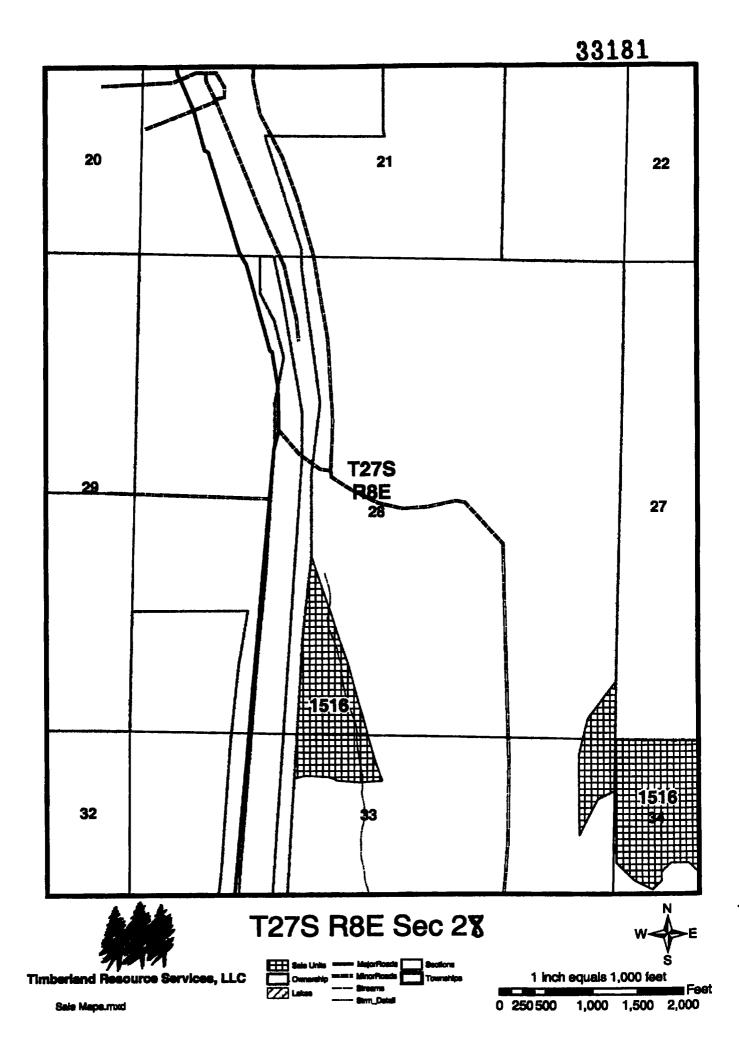


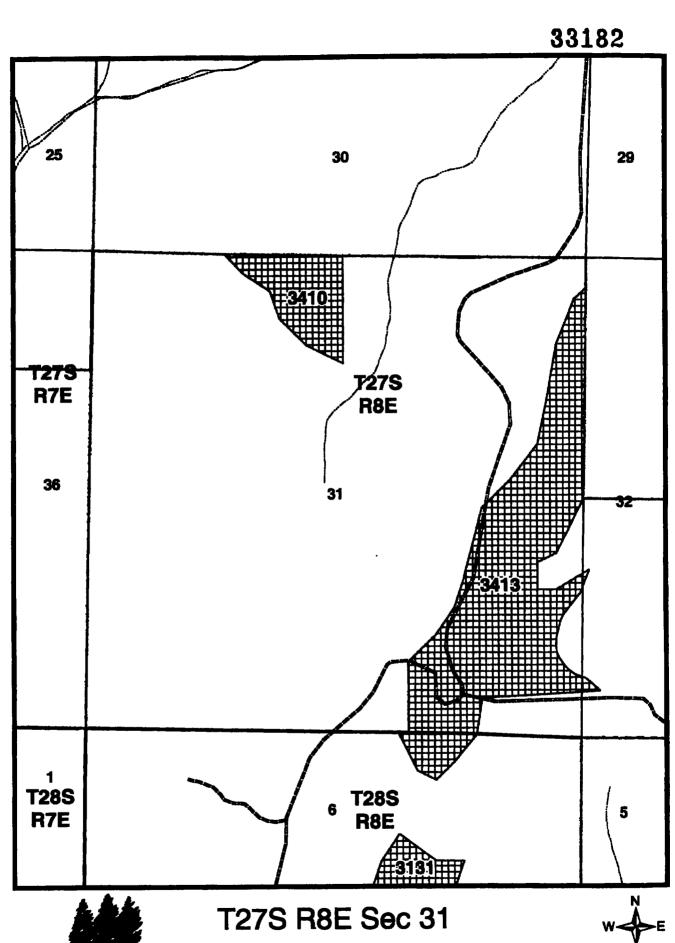






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T27S R8E Sec 31

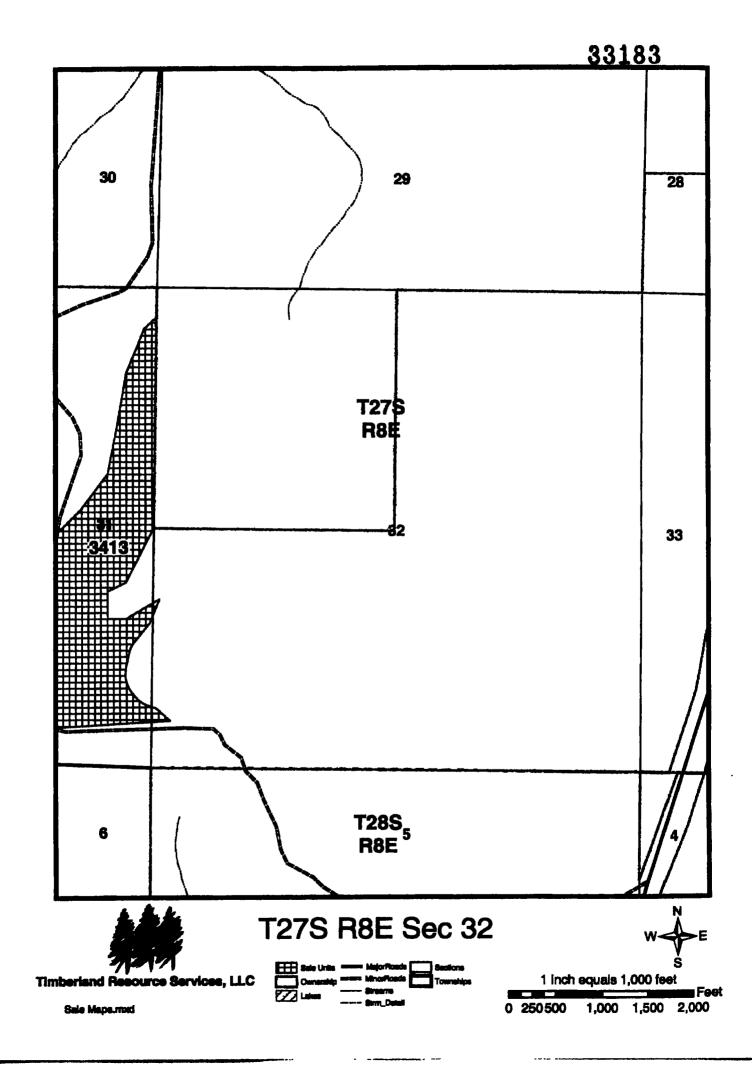
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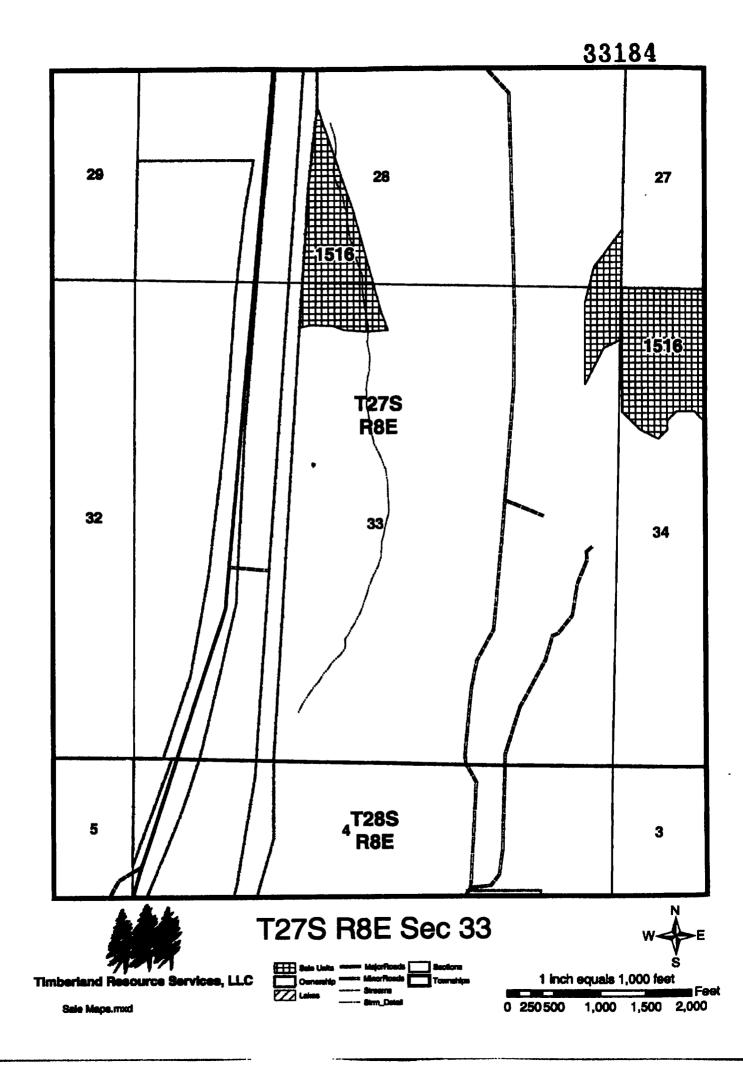
Townships

1 inch equals 1,000 feet

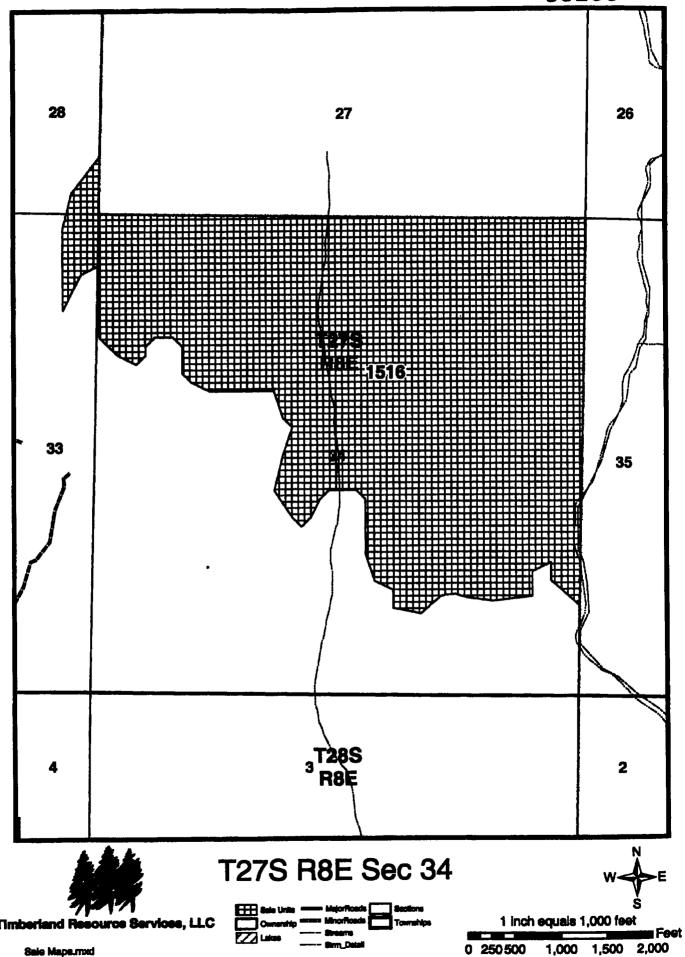
Townships

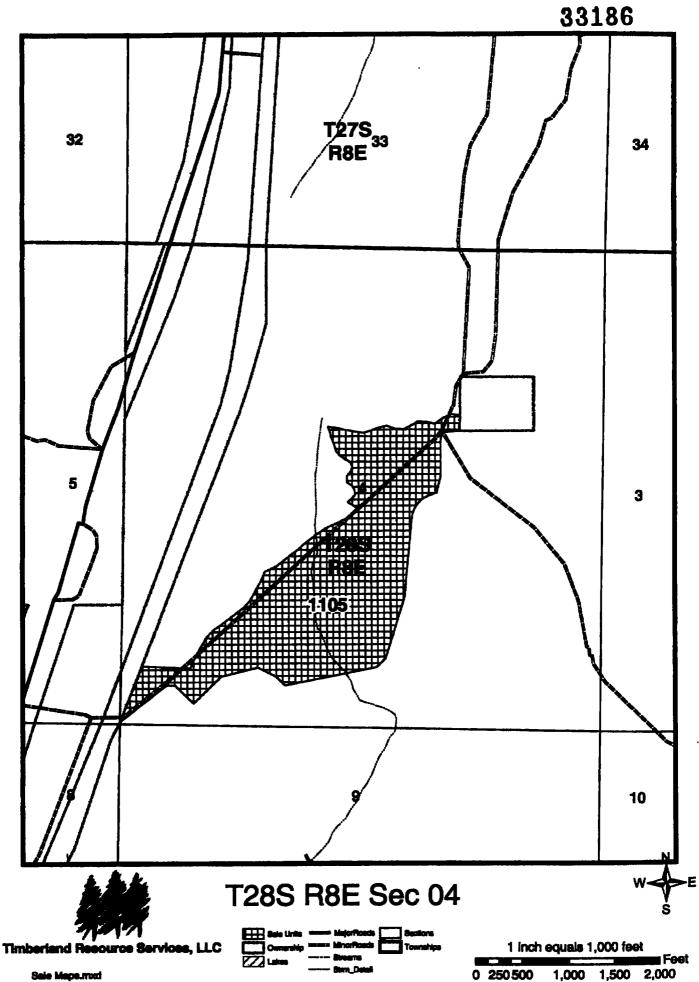
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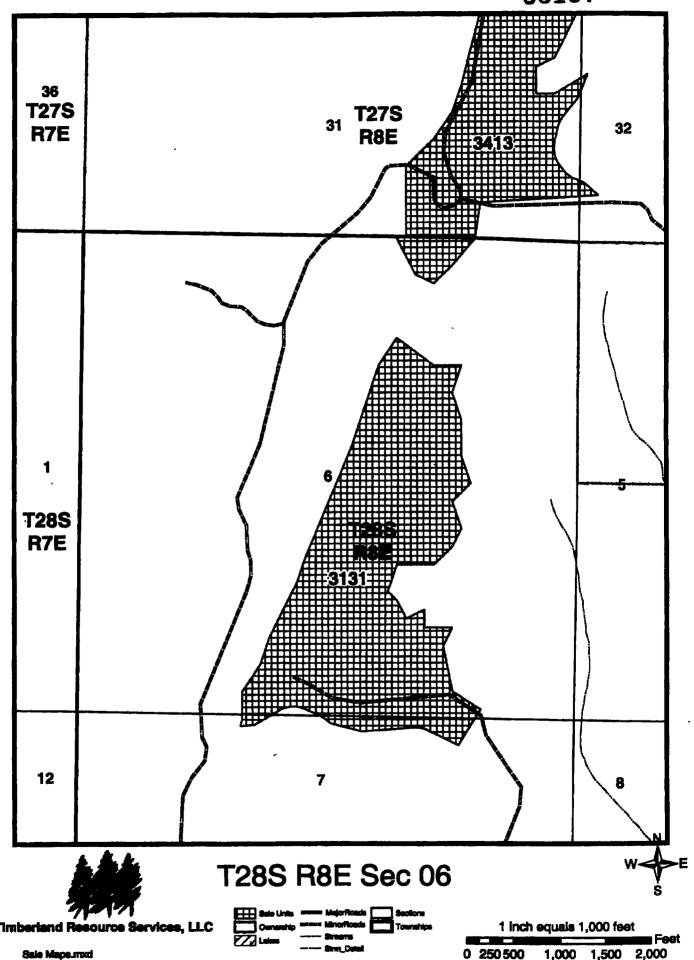




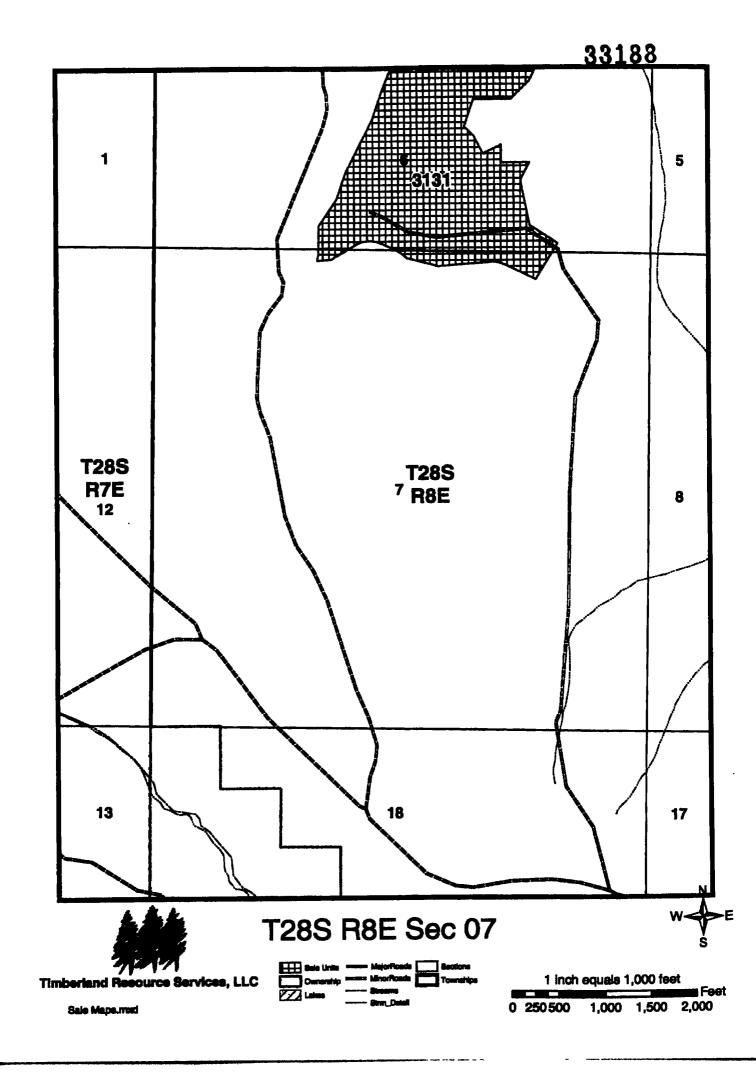


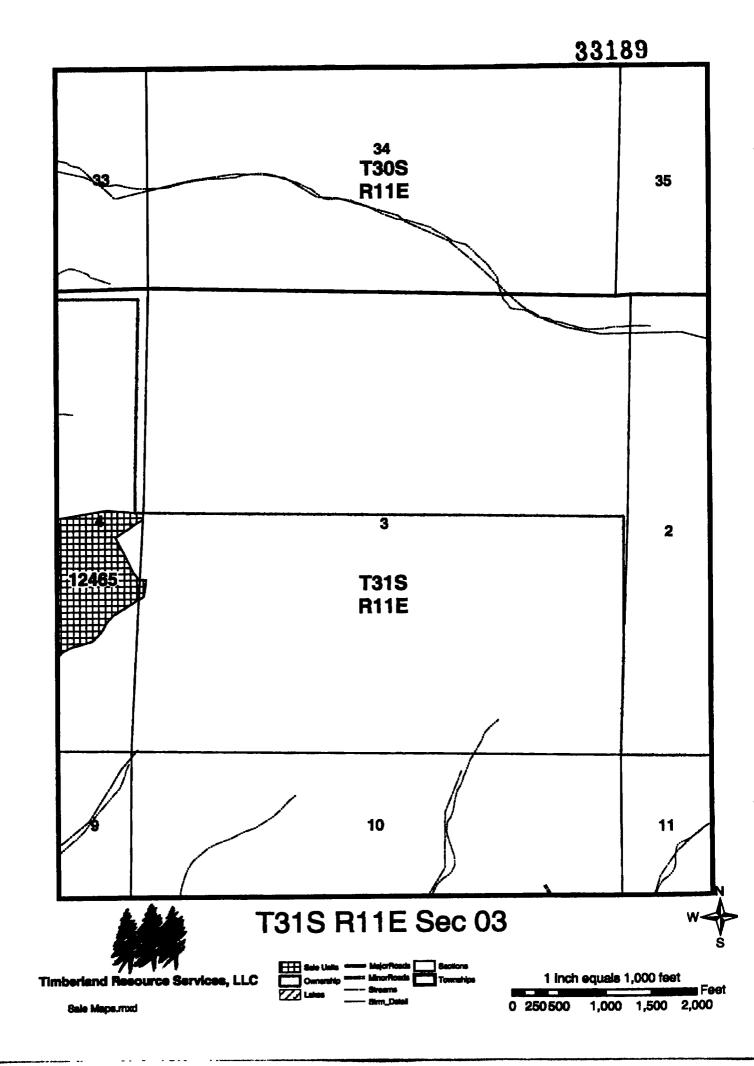


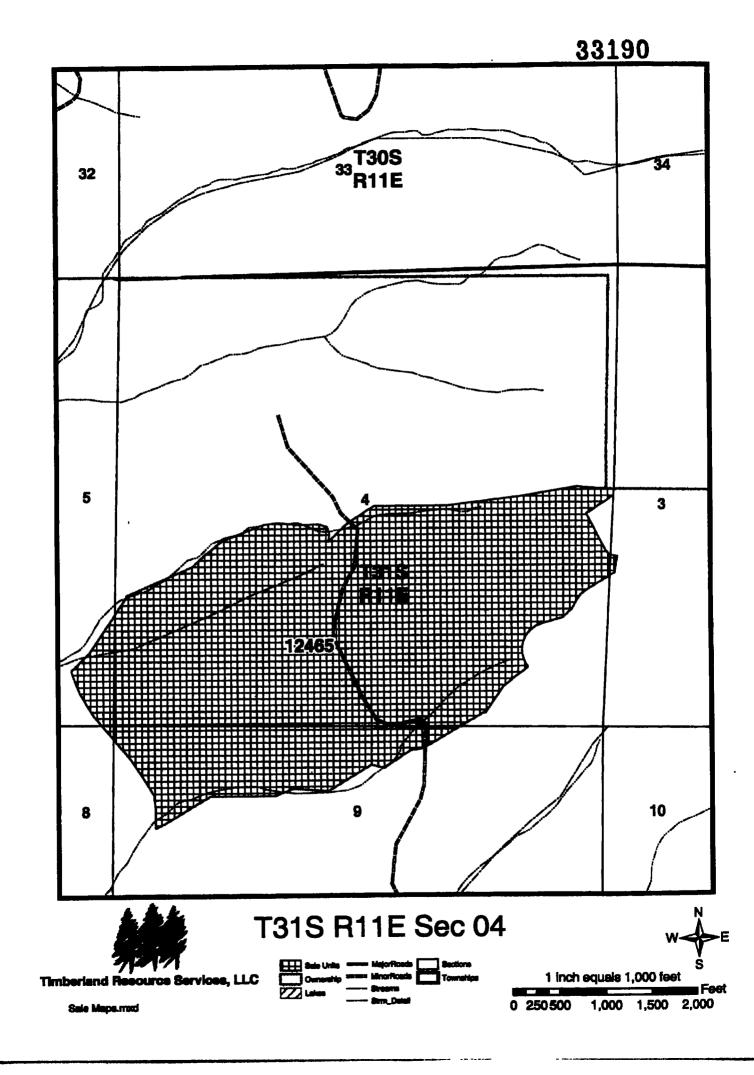


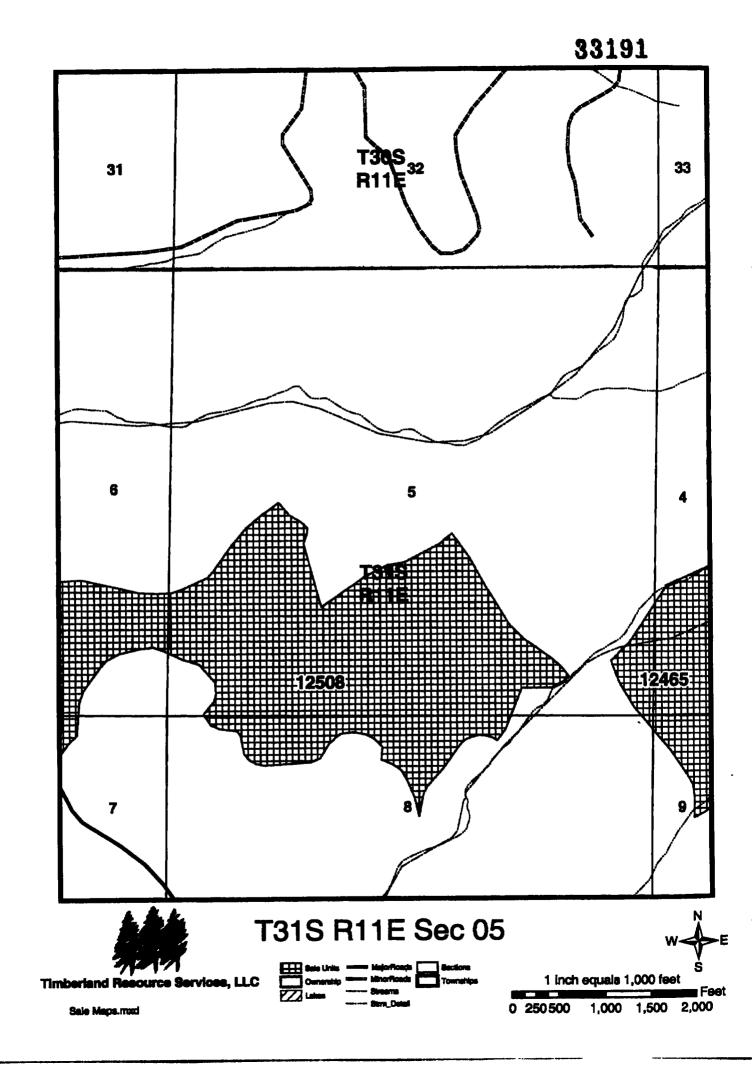


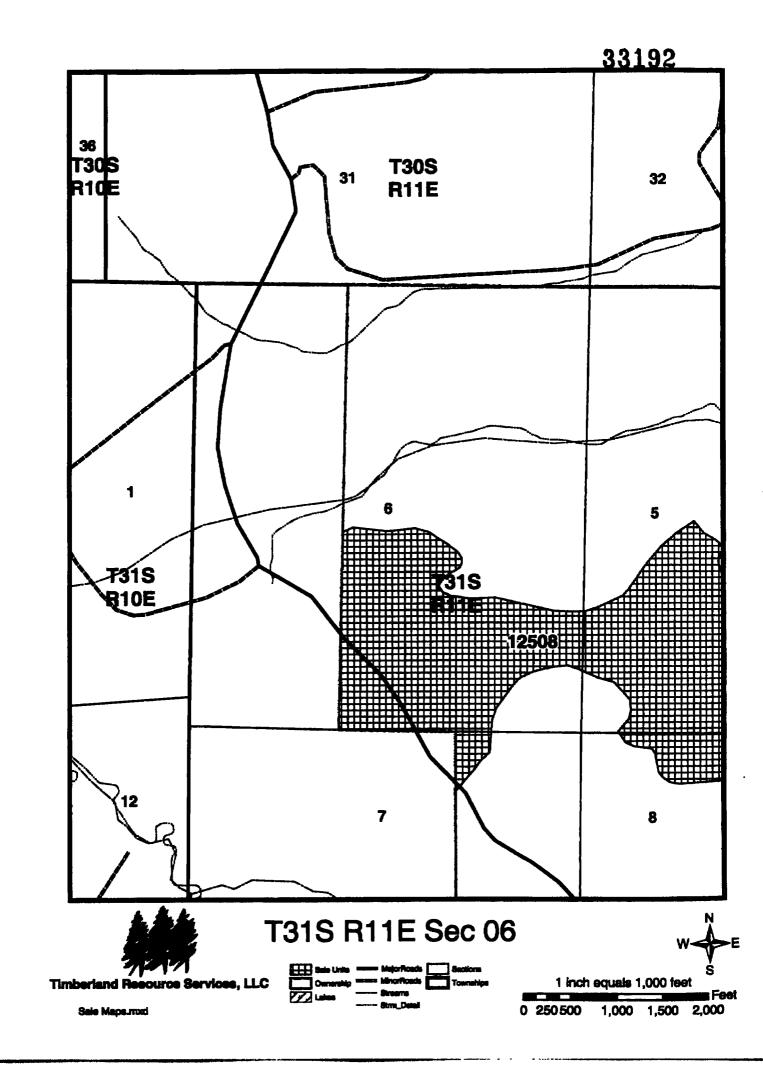
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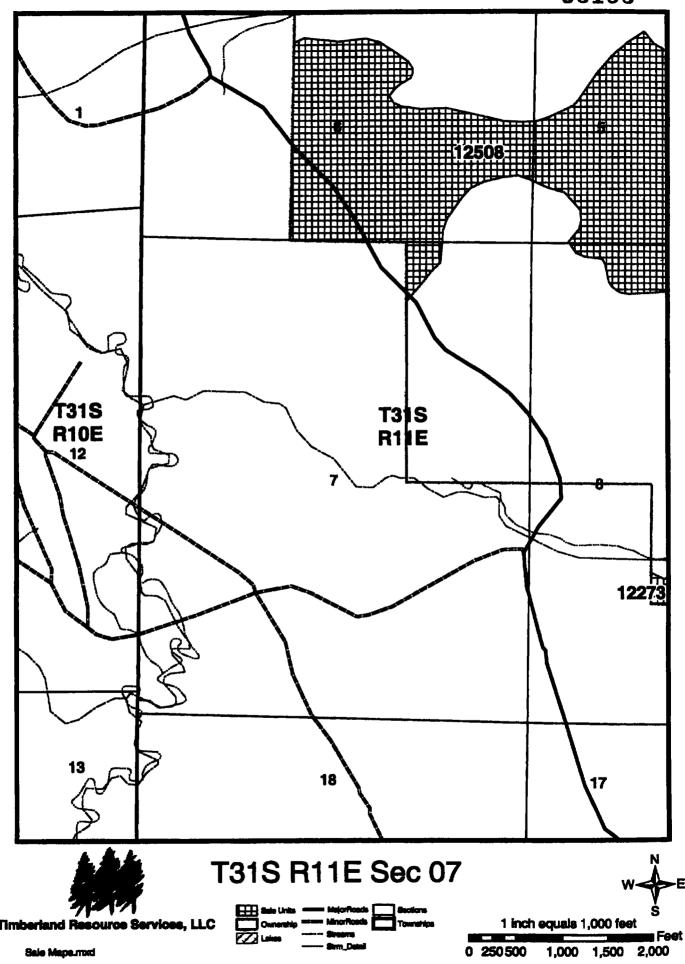


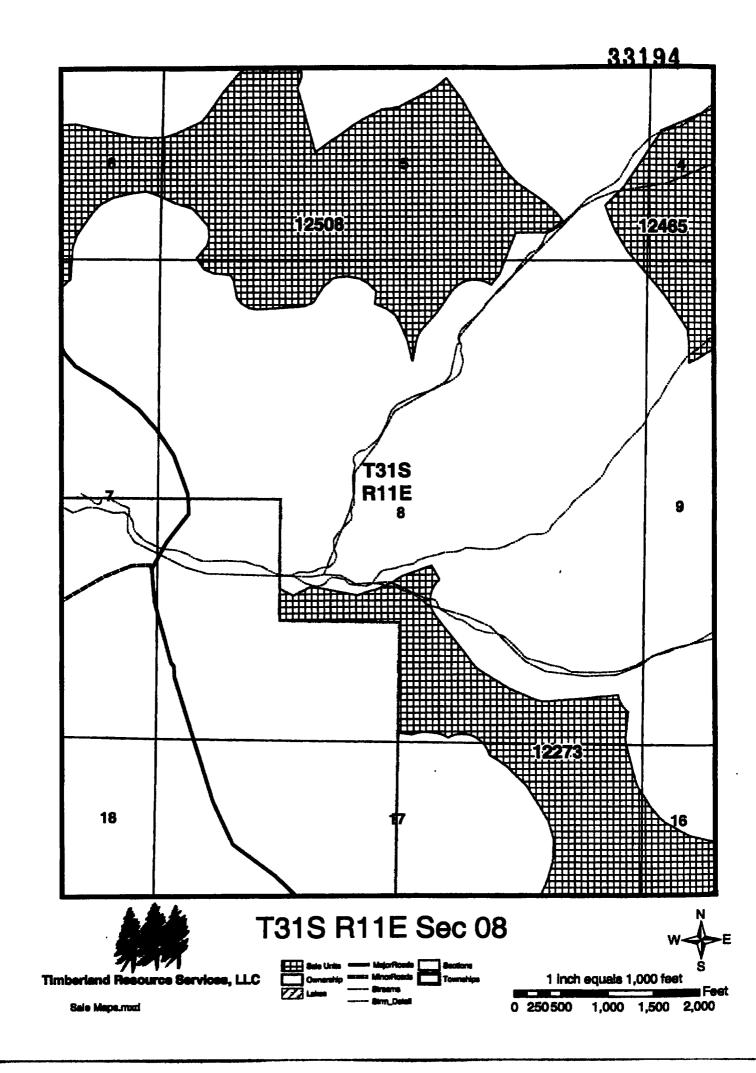


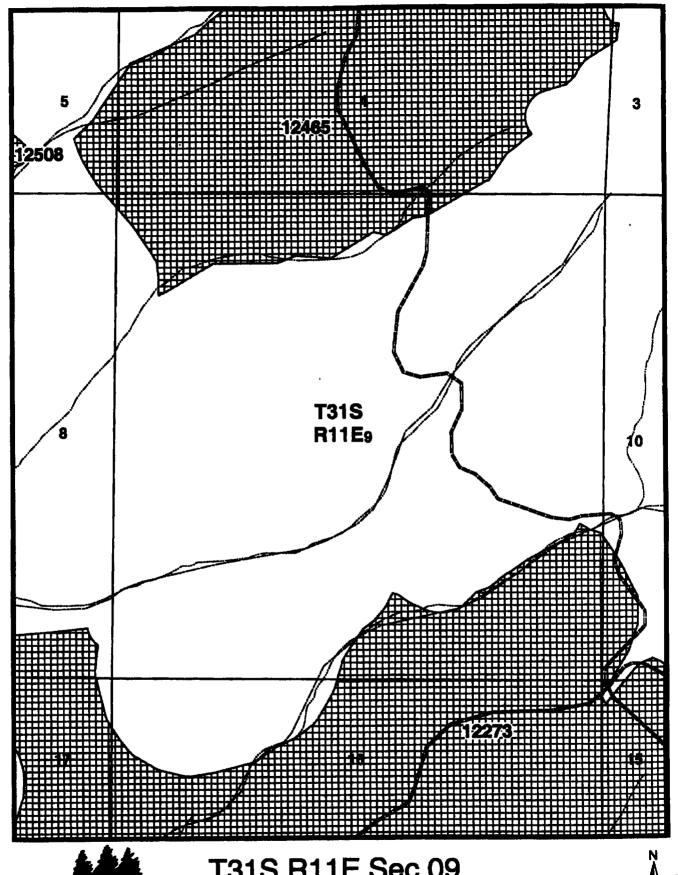


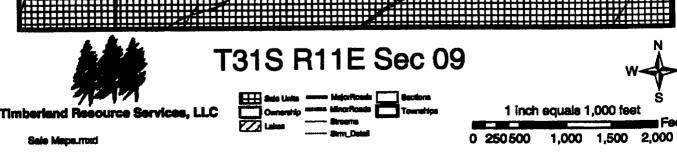




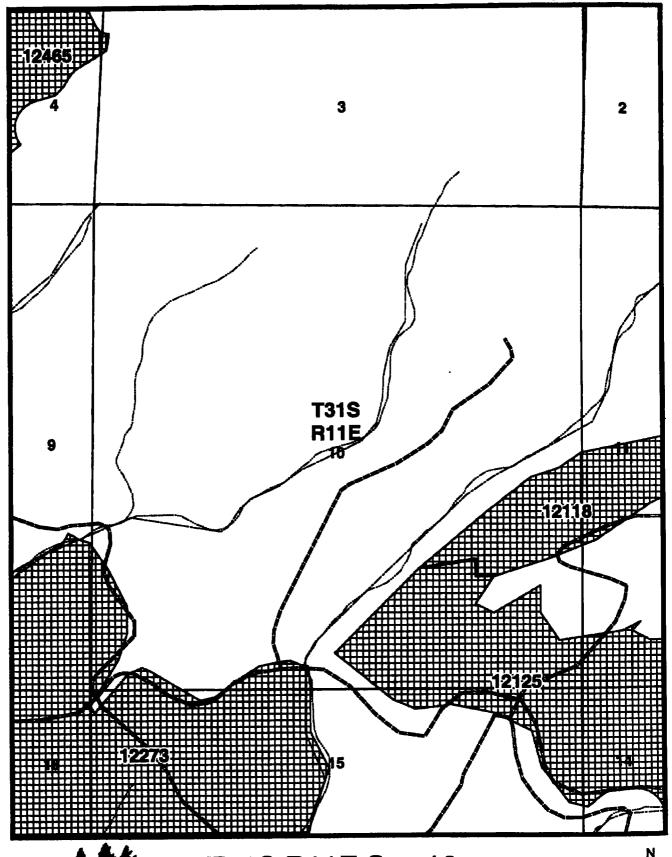














T31S R11E Sec 10

Sale Units Mijorfloads Sectors

Correship Sectors

Streets

Streets

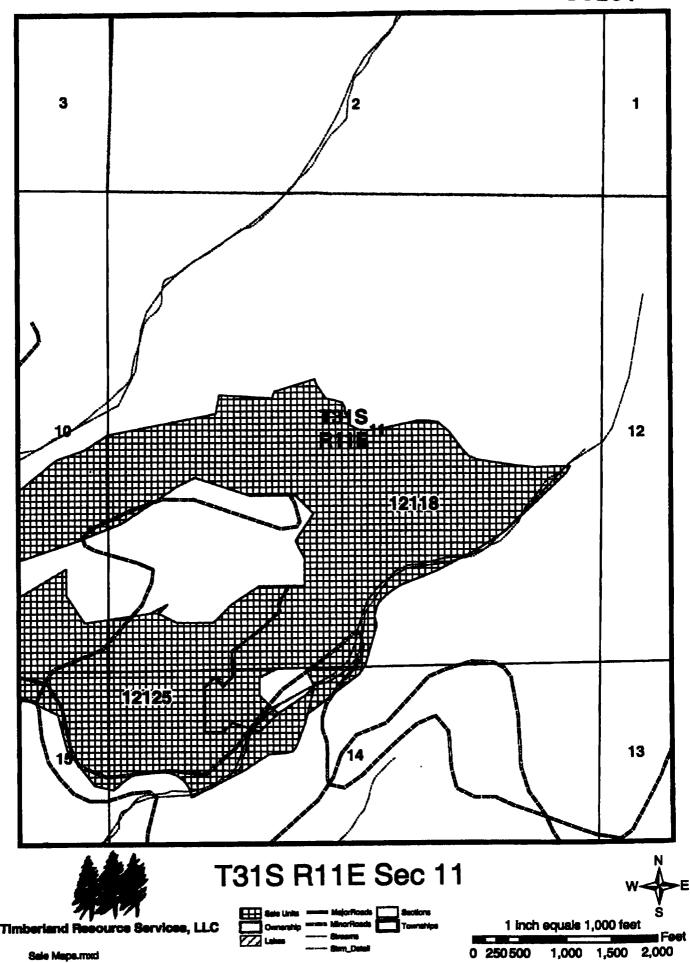
Streets

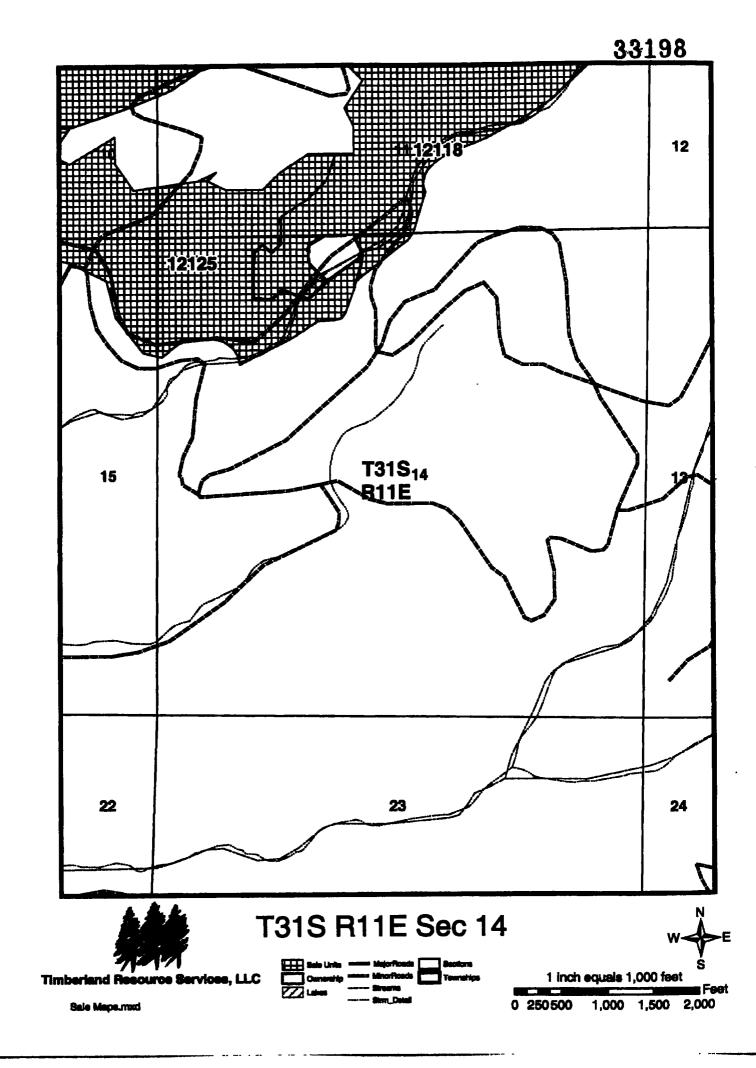
Streets

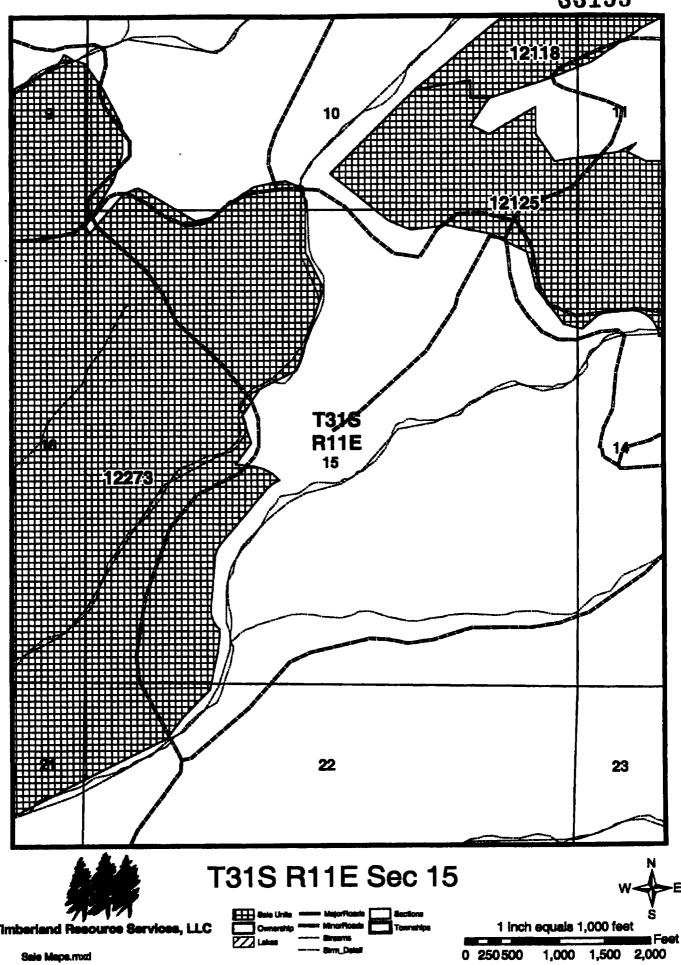


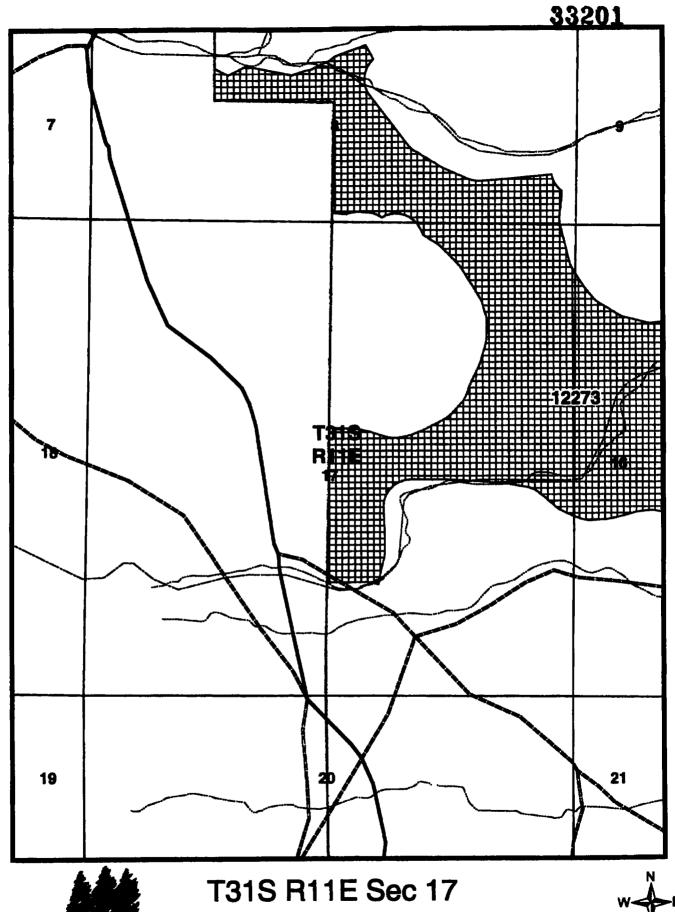
1 inch equals 1,000 feet 0 250500 1,000 1,500 2,000

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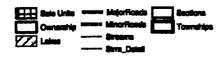




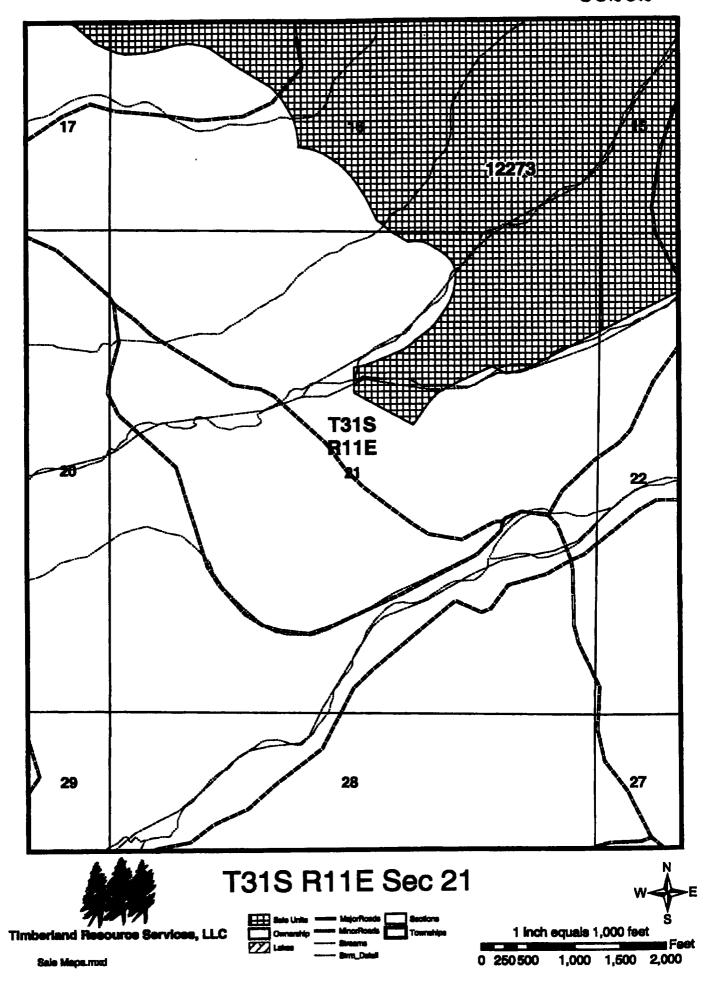




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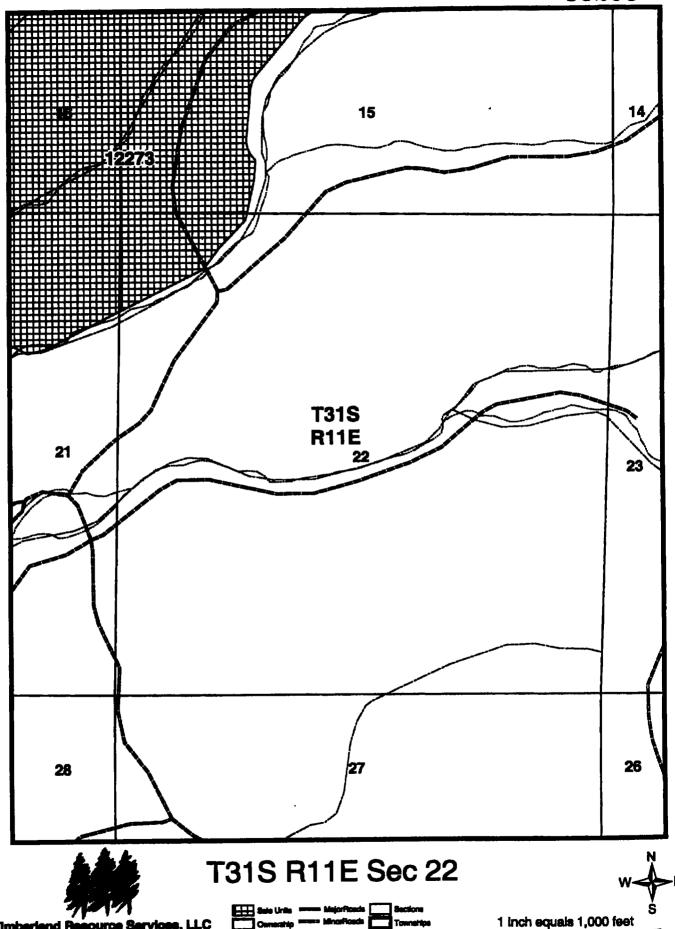
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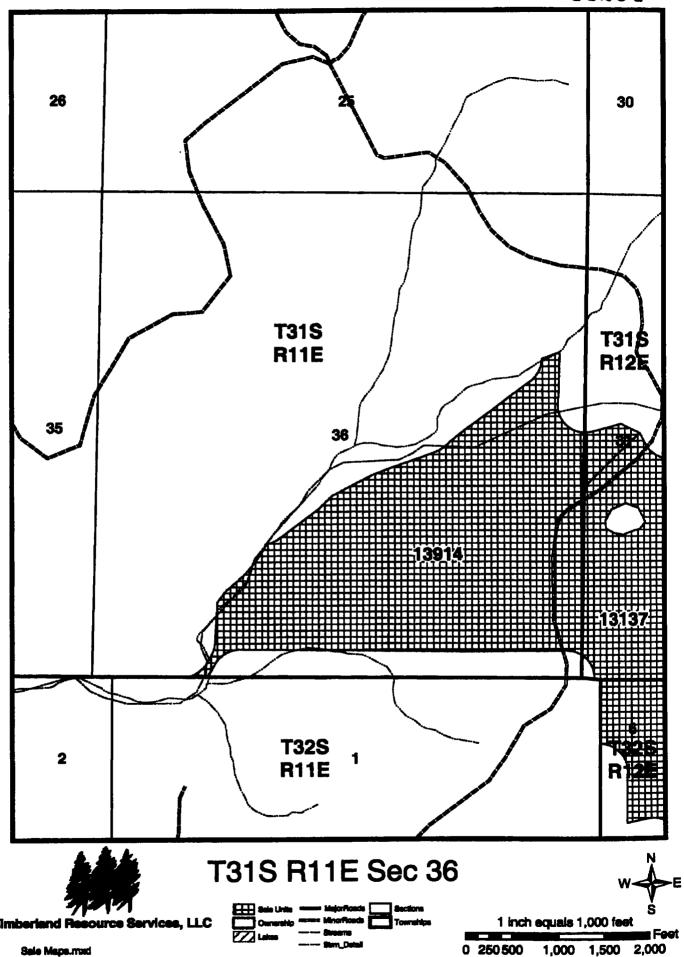
1,000 1,500 2,000

0 250500

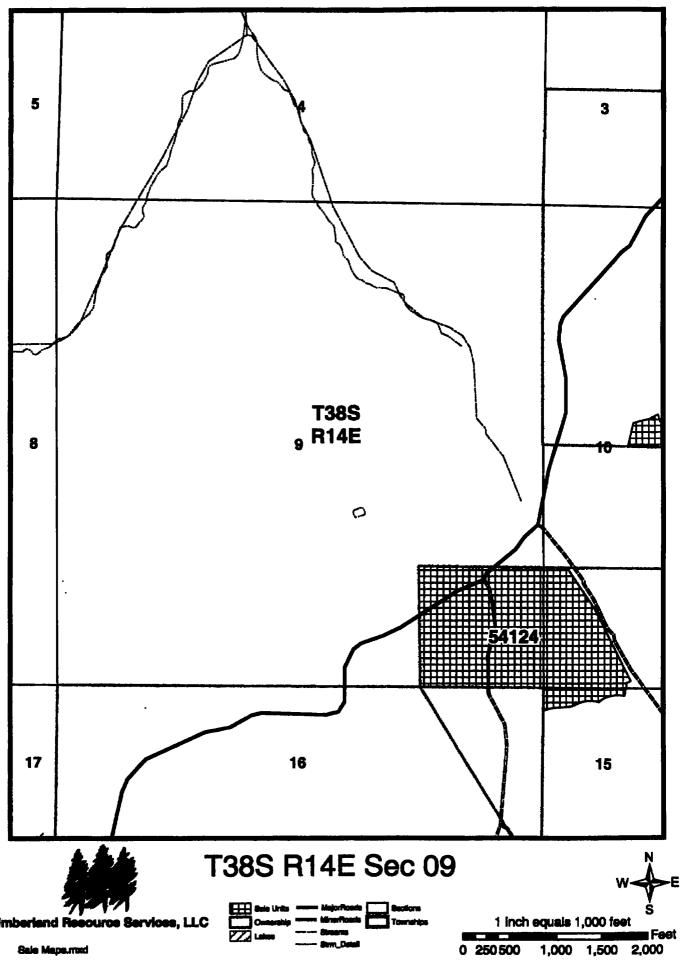


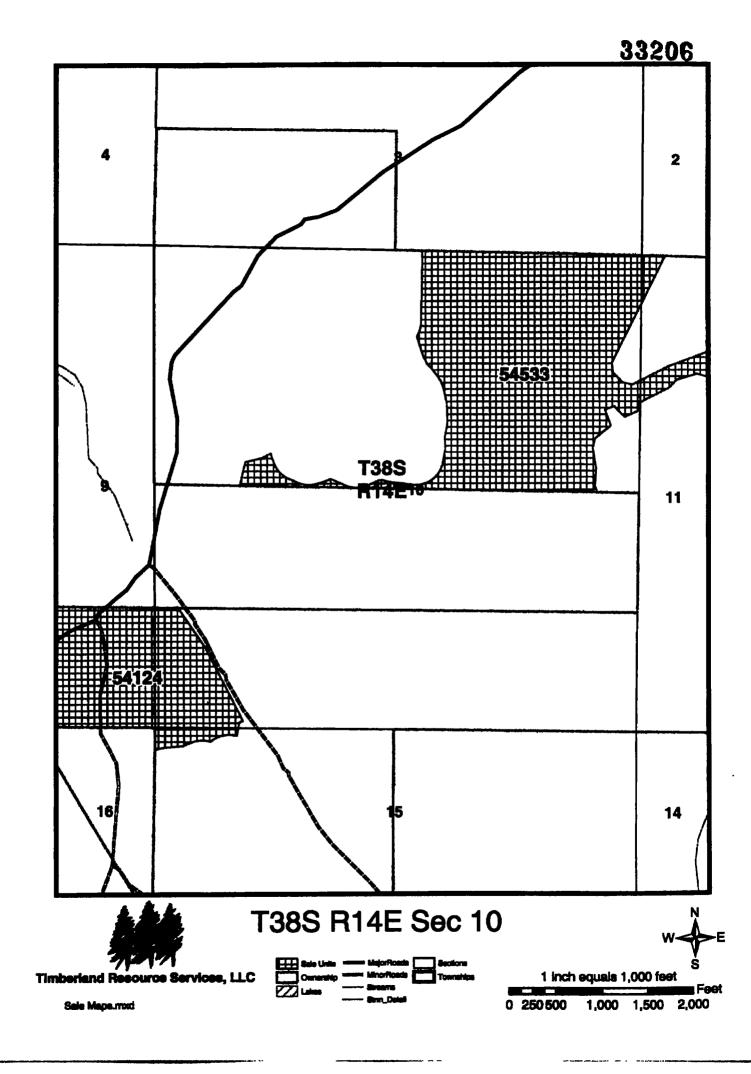
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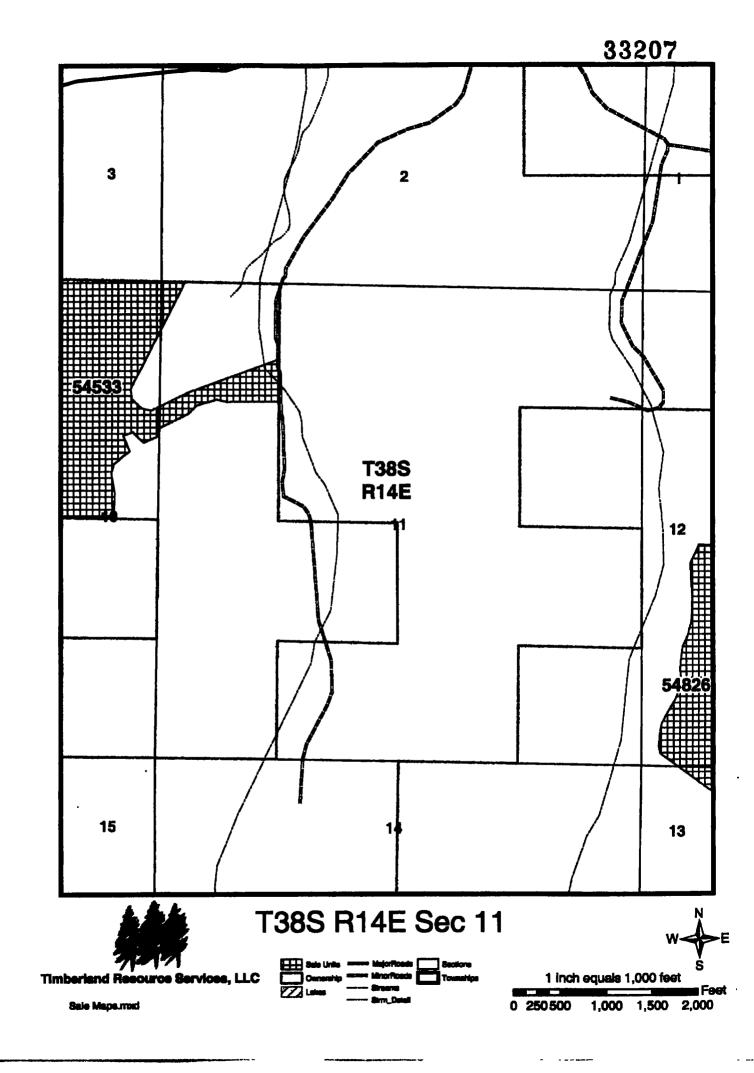


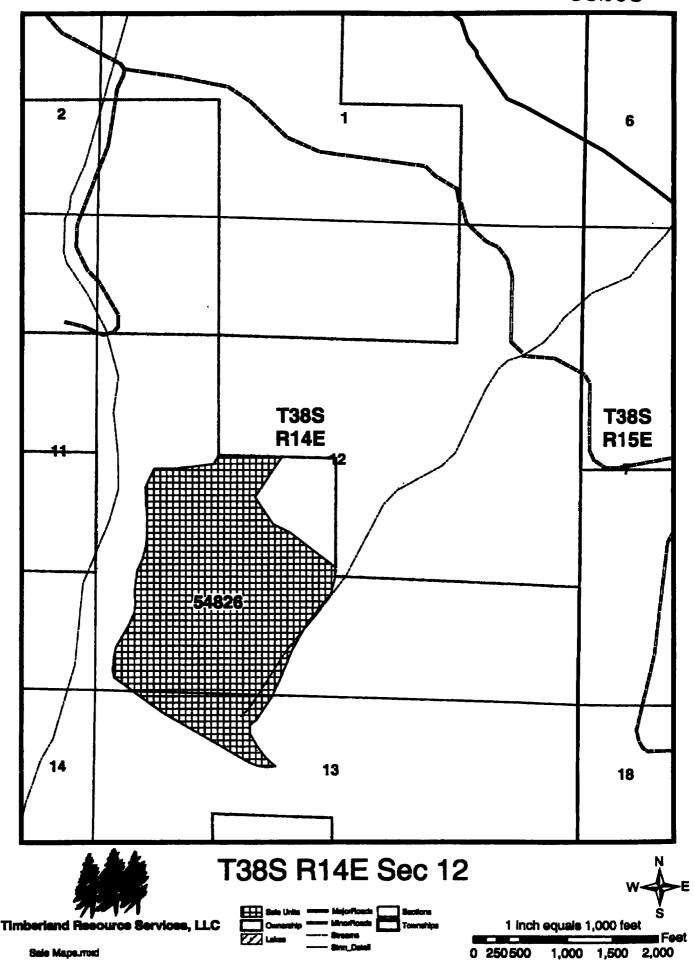


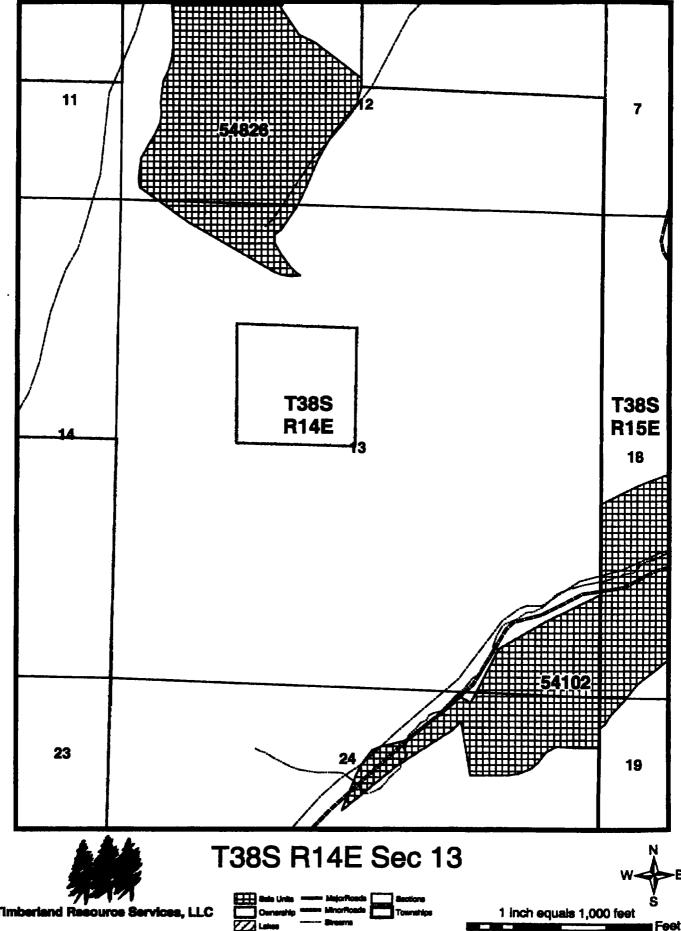




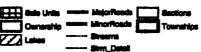


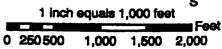




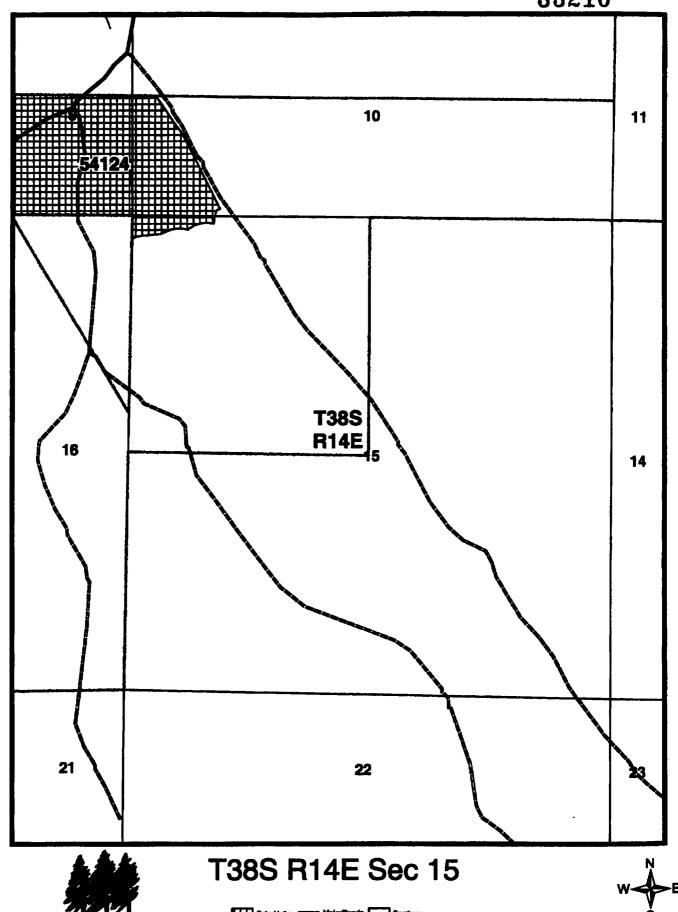


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Timberland Resource Services, LLC

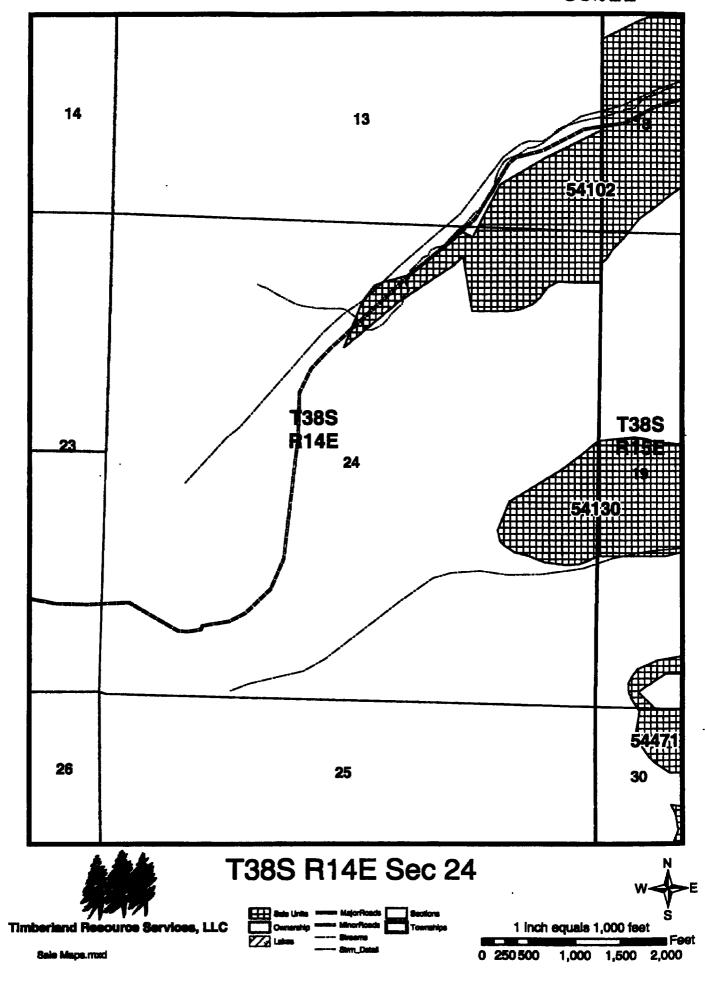
Connection ---- MinorPosts Towns

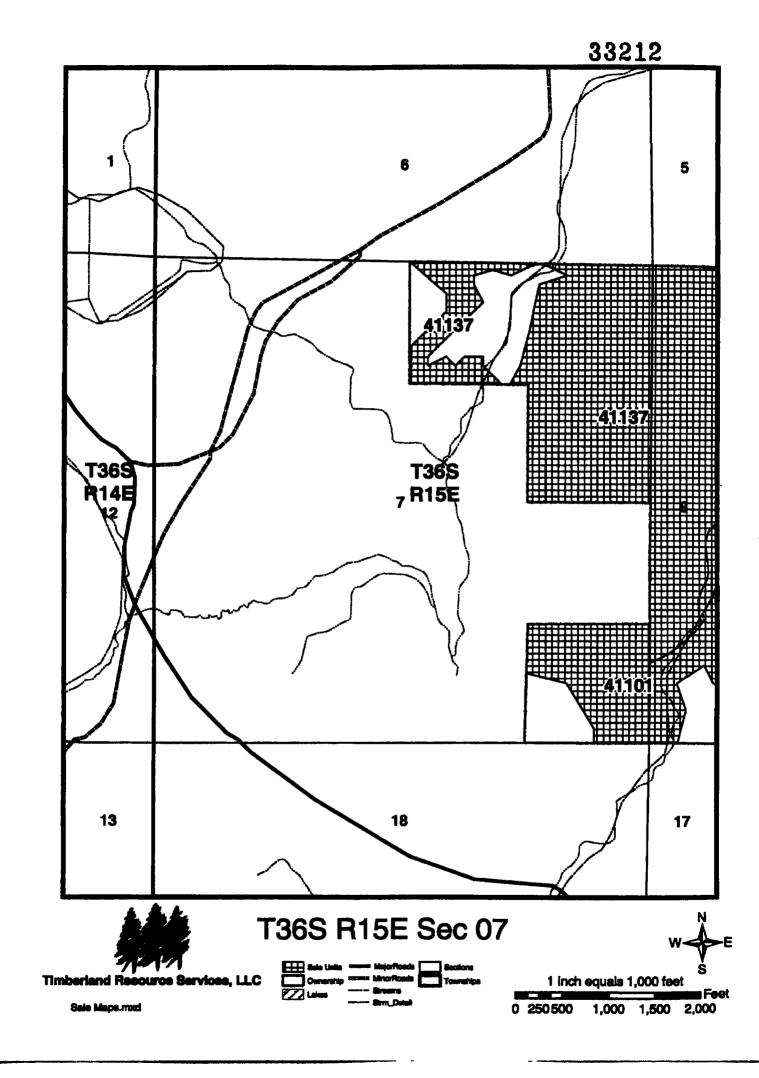
Lakes ---- Streets

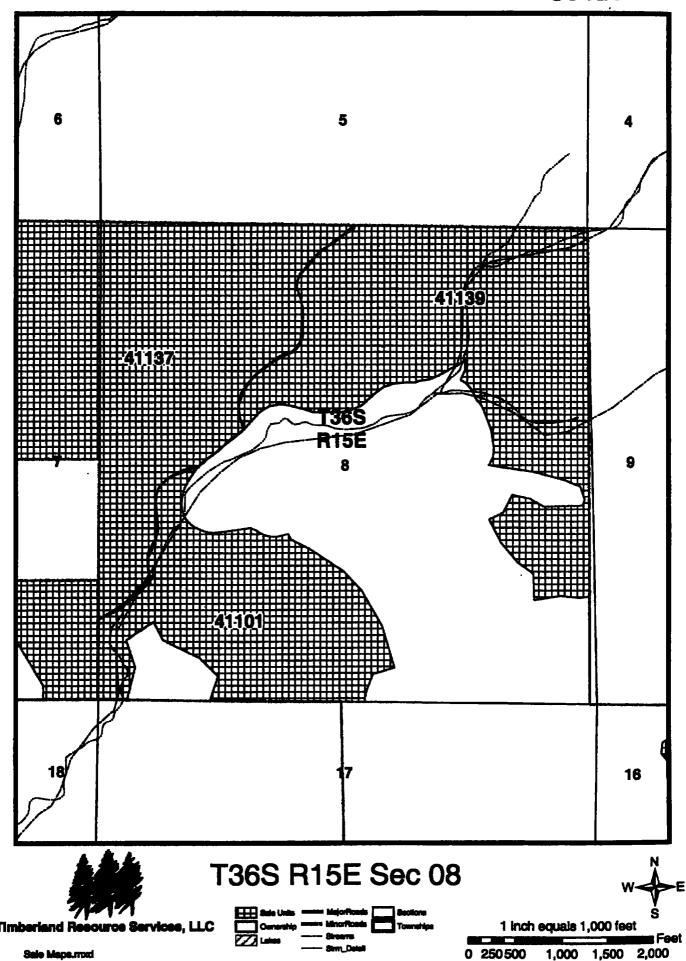
Townsi

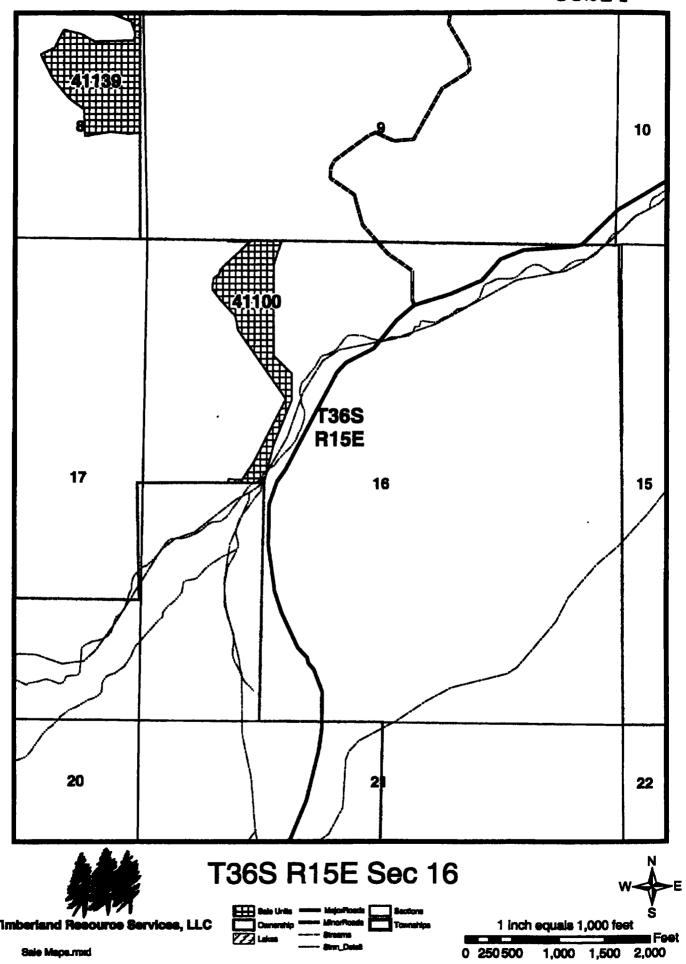
1 inch equals 1,000 teet
0 250 500 1,000 1,500 2,000

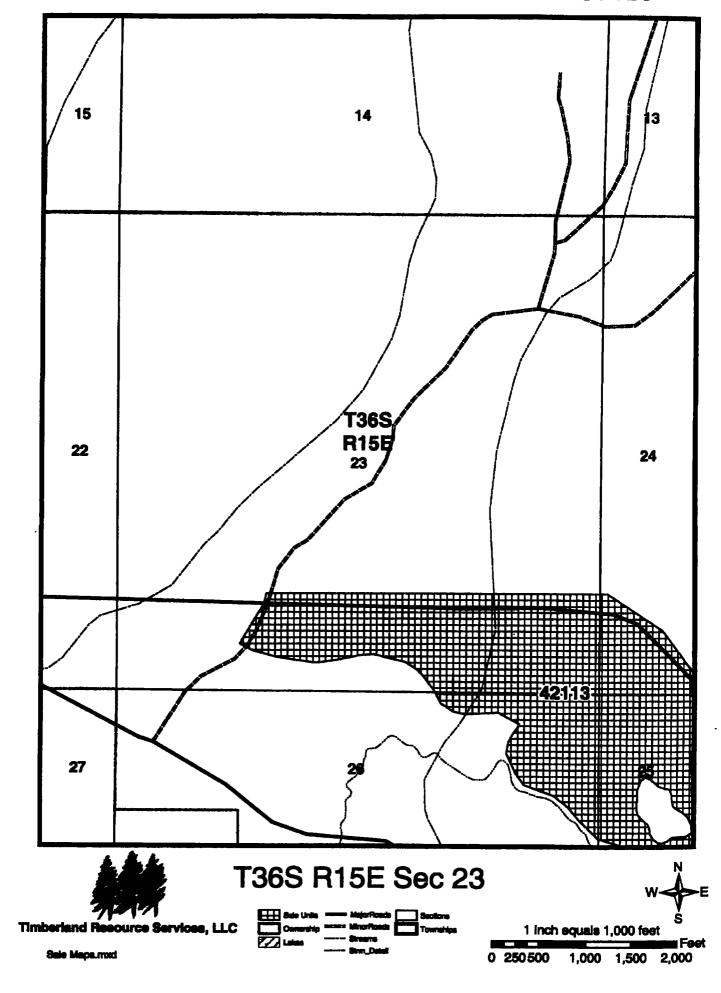
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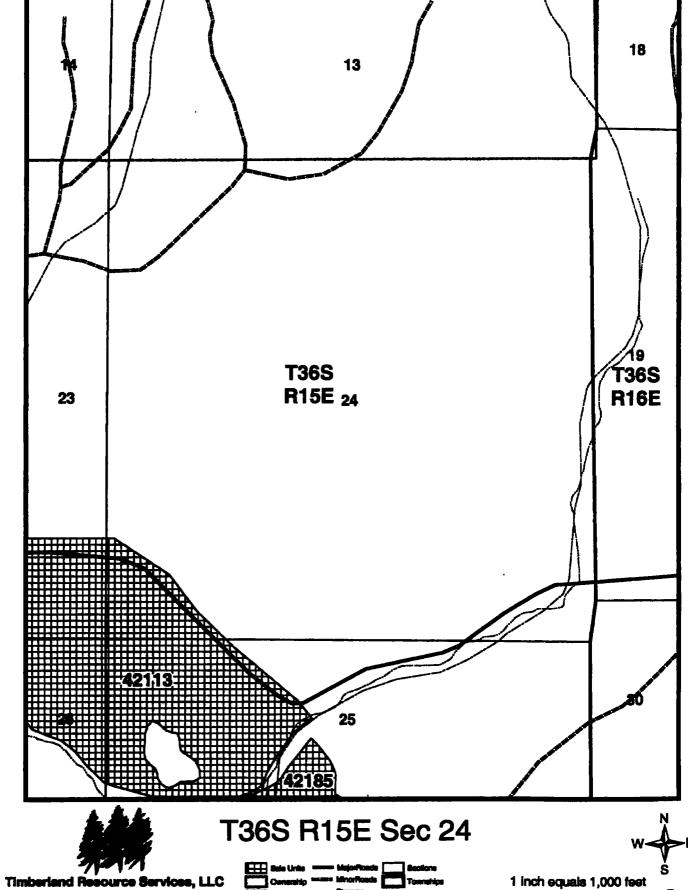






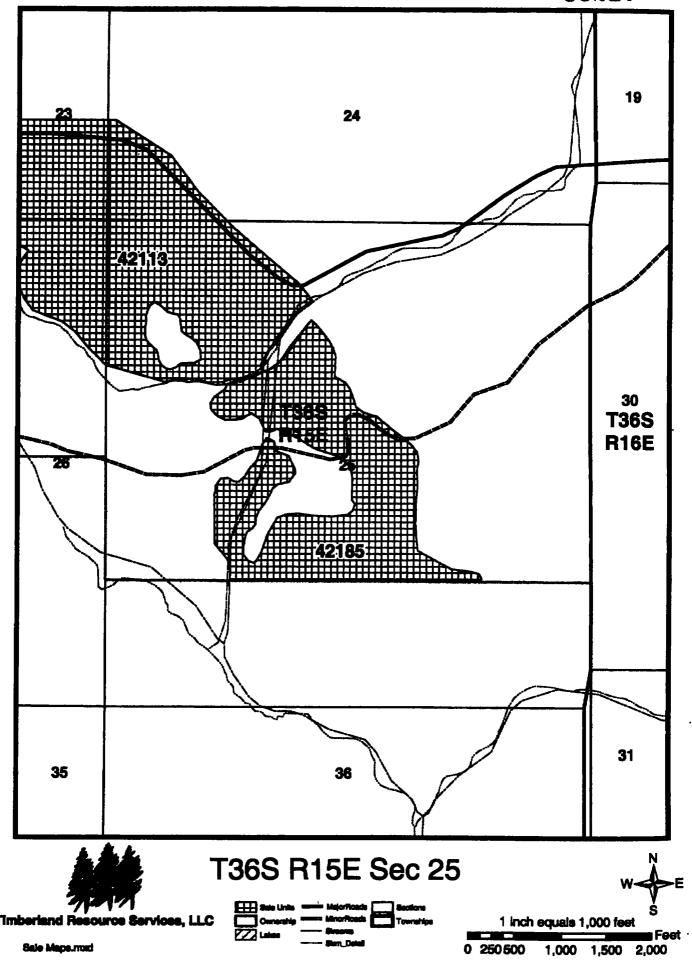


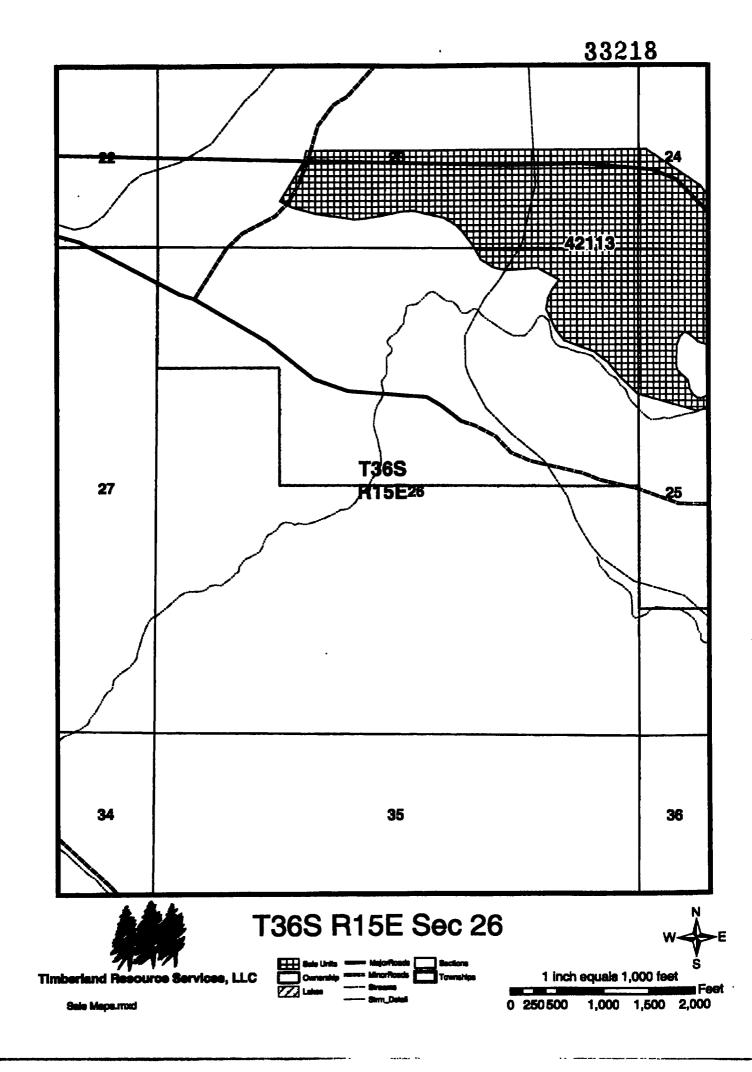
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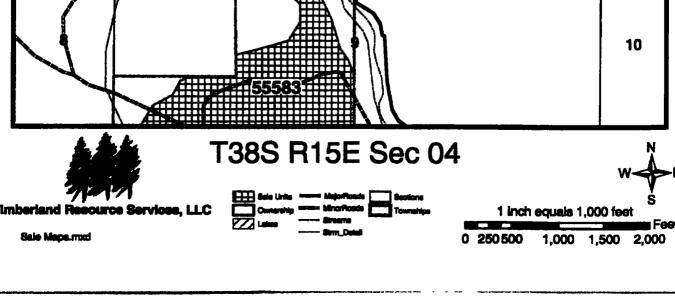


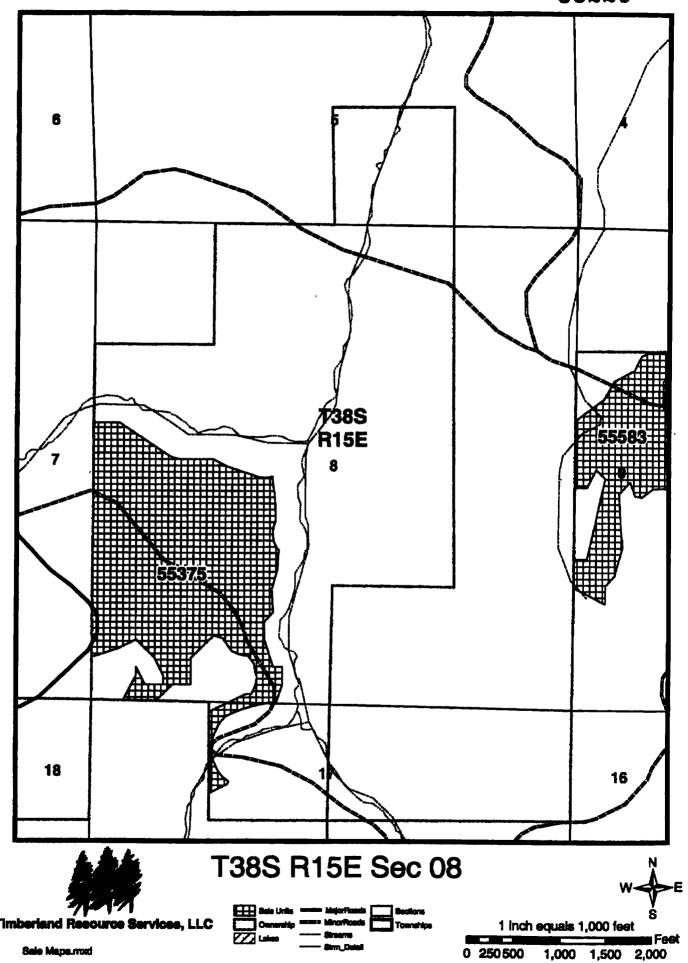
Sale Maps.mxd

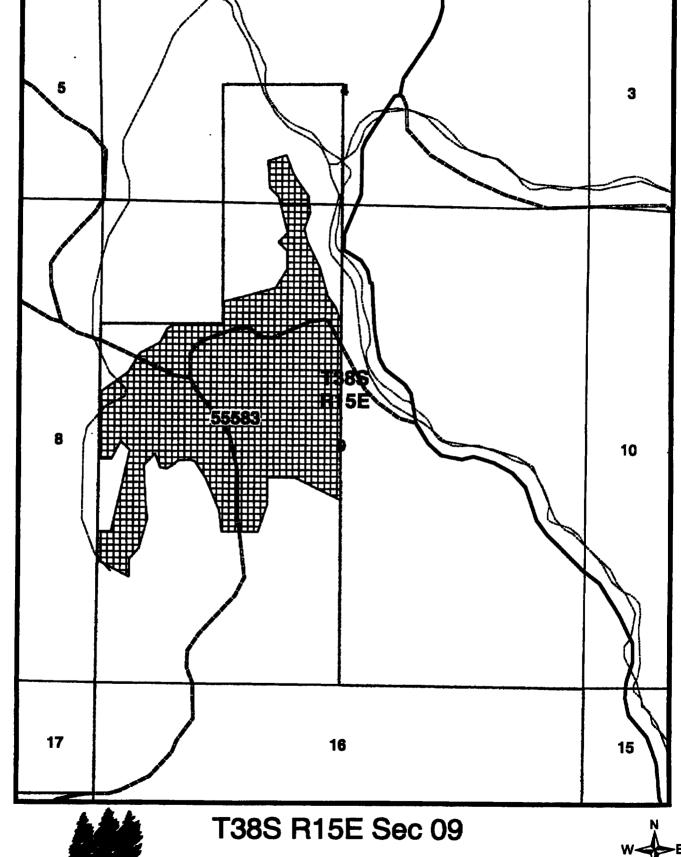




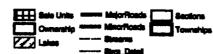




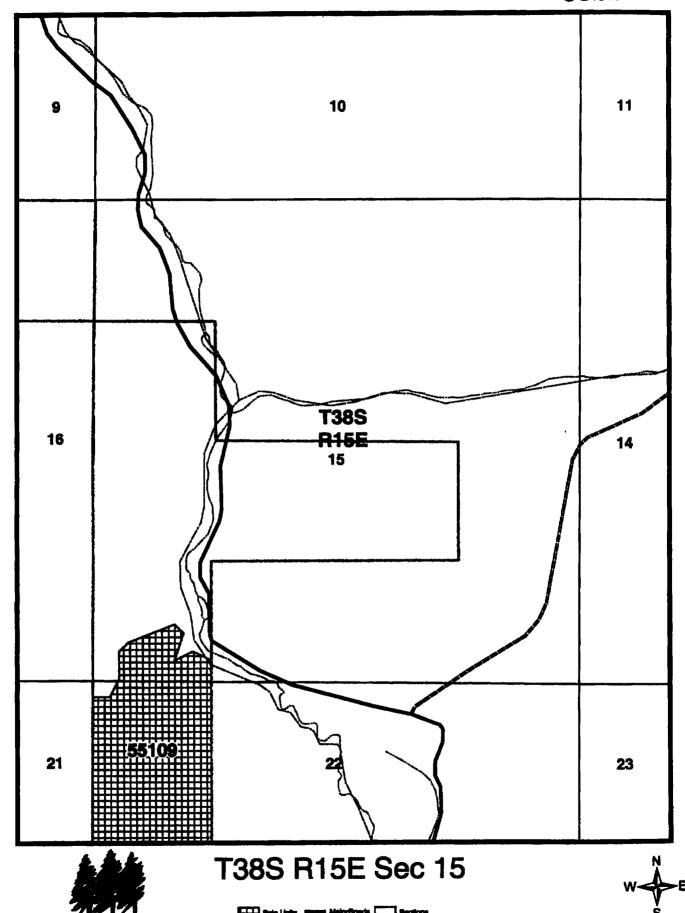




Sale Maps.most



1 inch equals 1,000 feet 0 250500 1,000 1,500 2,000



Timberland Resource Services, LLC

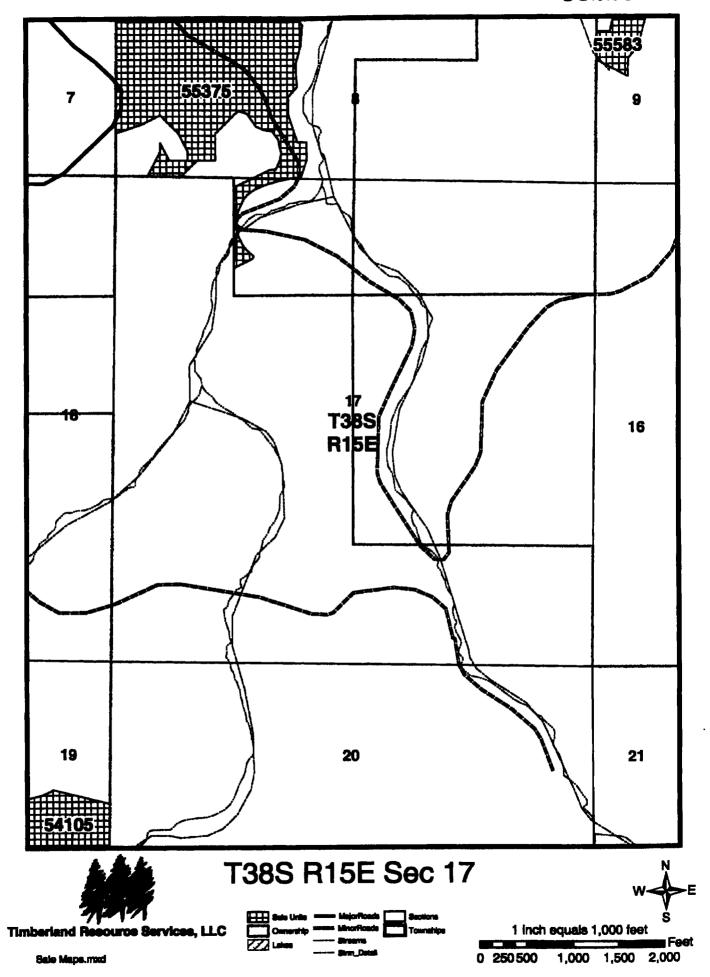
Connection --- Minorifords Towner

Luices --- Streems

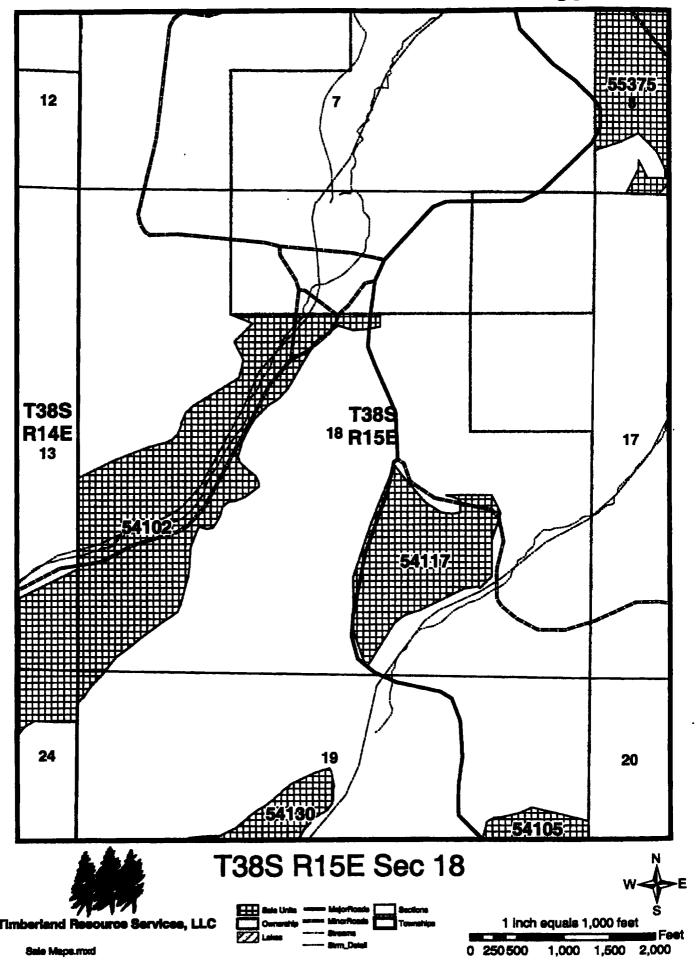
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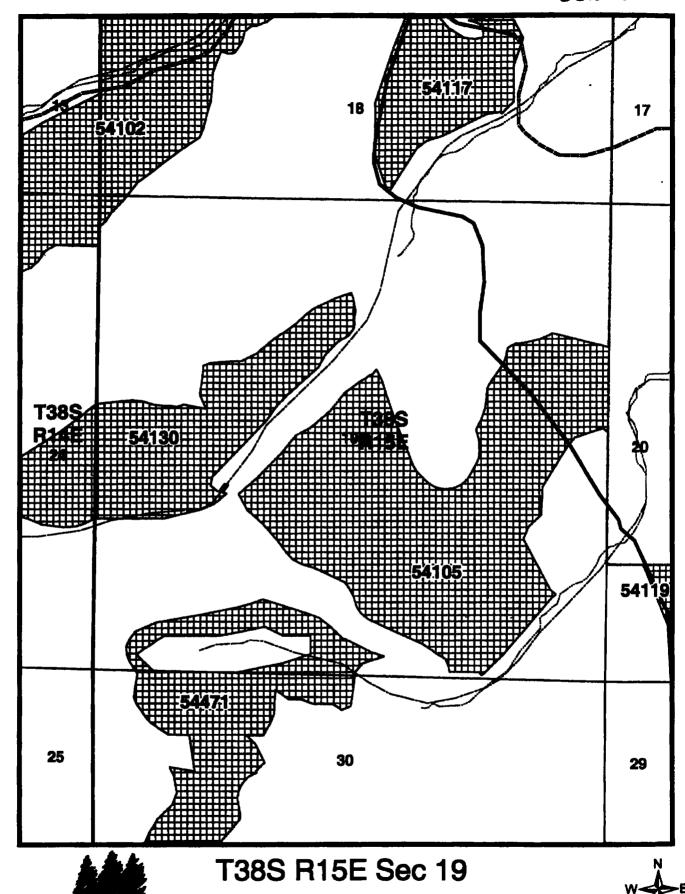
1 inch equals 1,000 feet
Feet
0 250500 1,000 1,500 2,000

Sale Maps.med

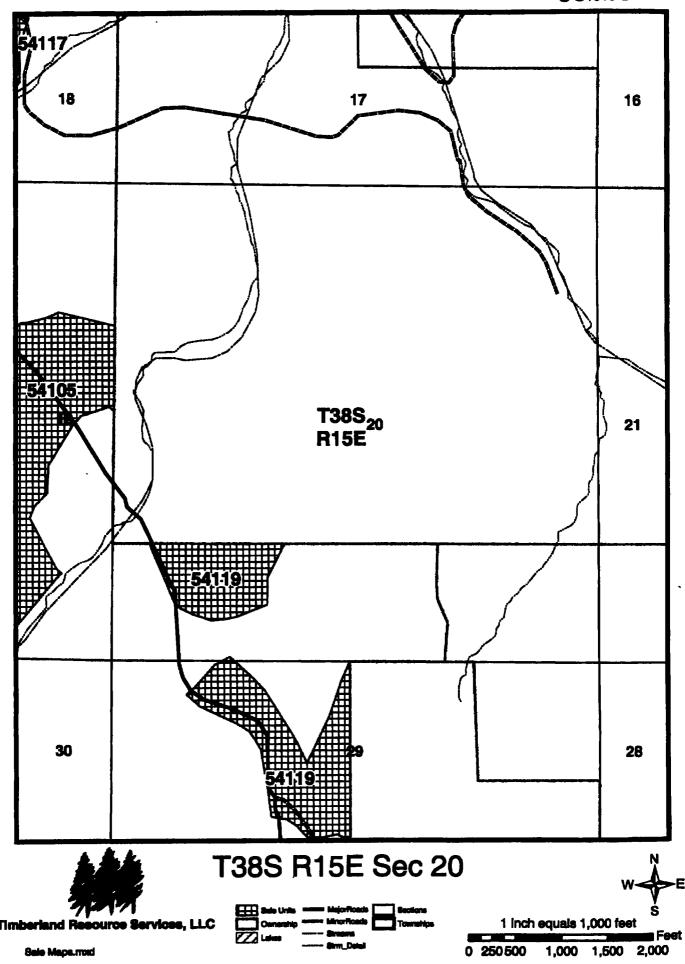


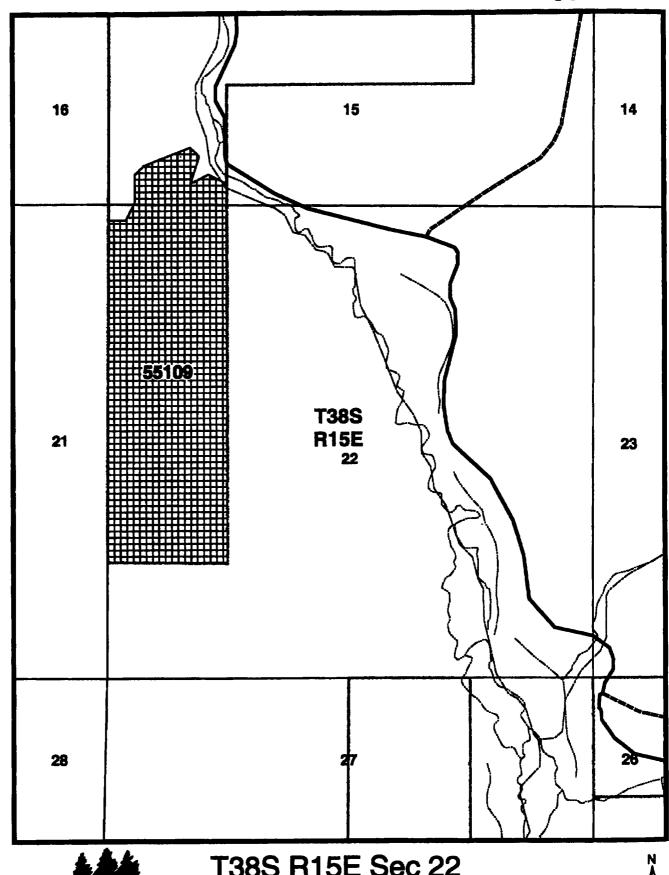


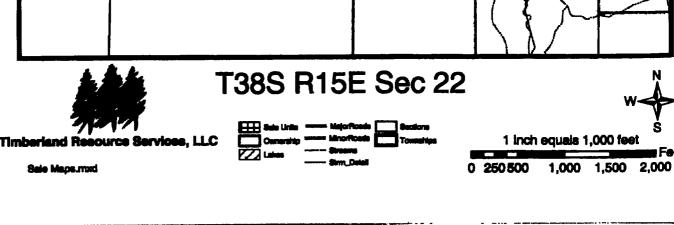


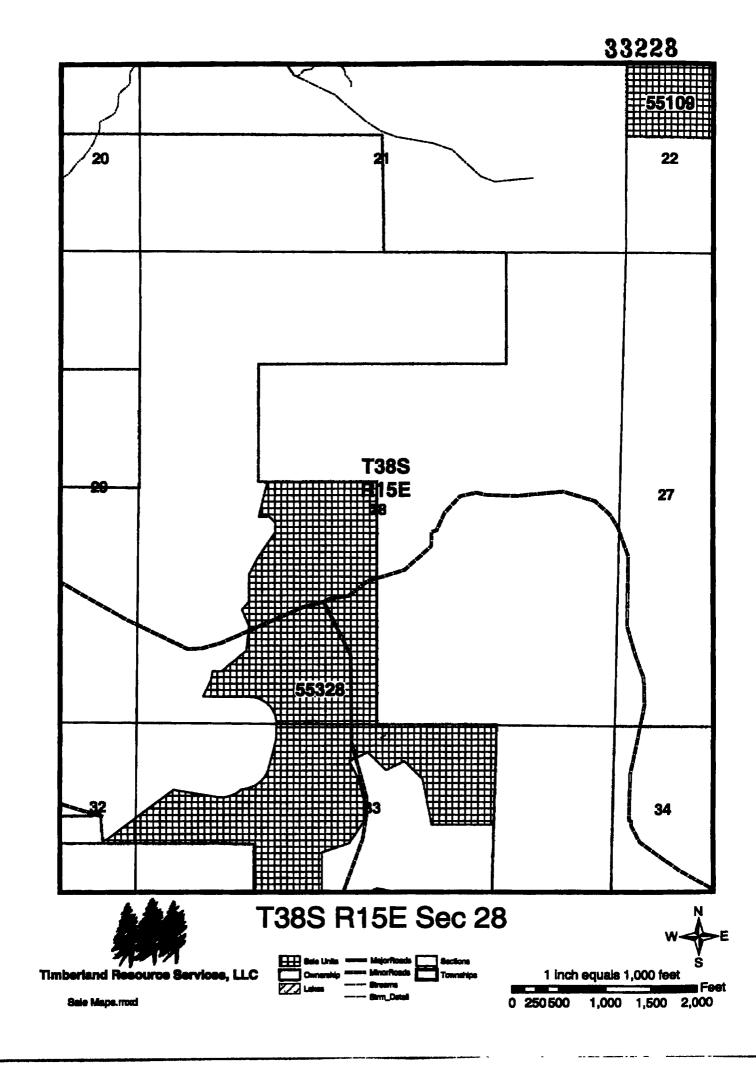


1 inch equals 1,000 feet 0 250 500 1,000 1,500 2,000

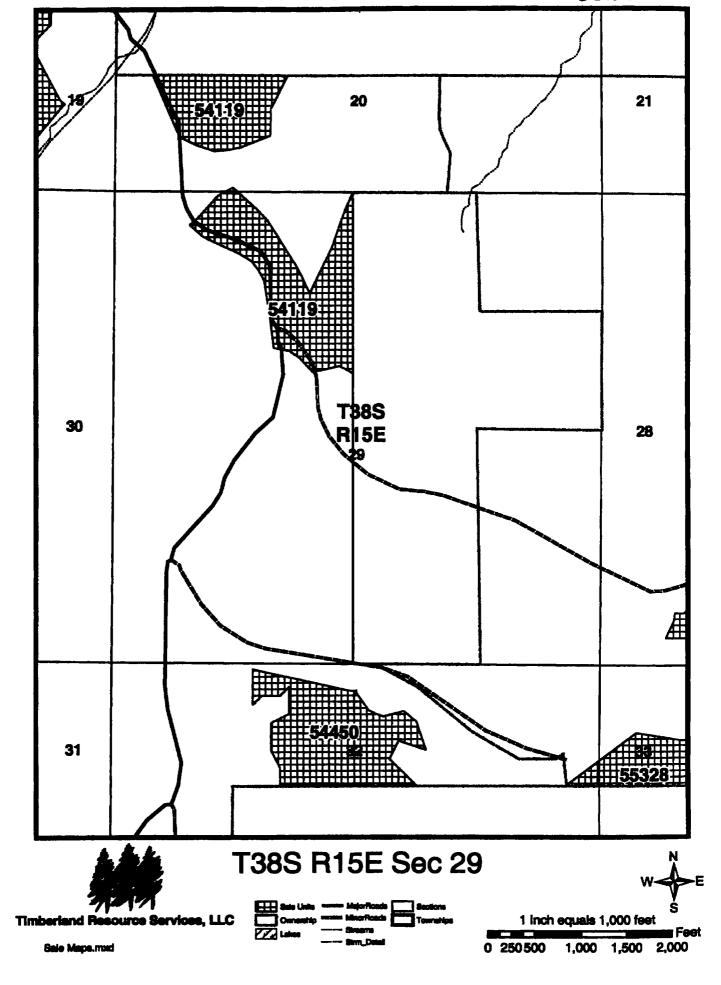


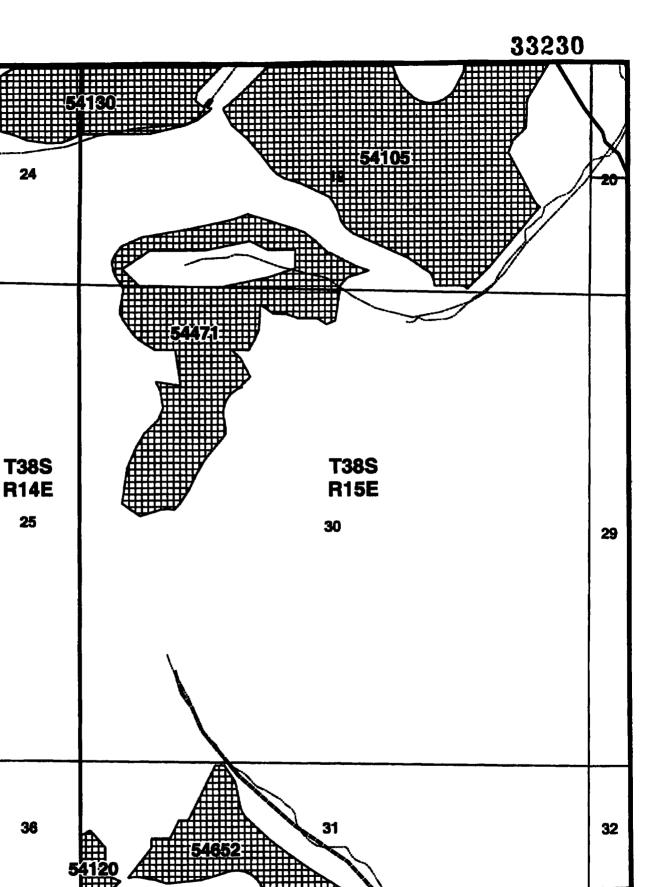


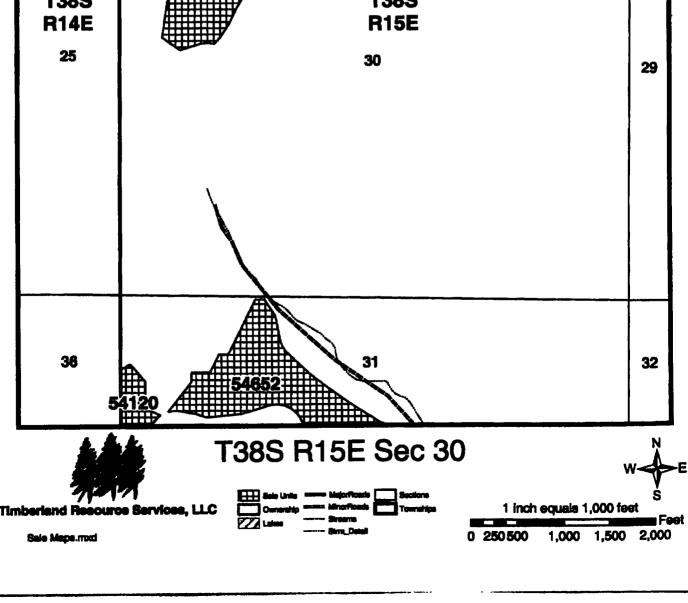


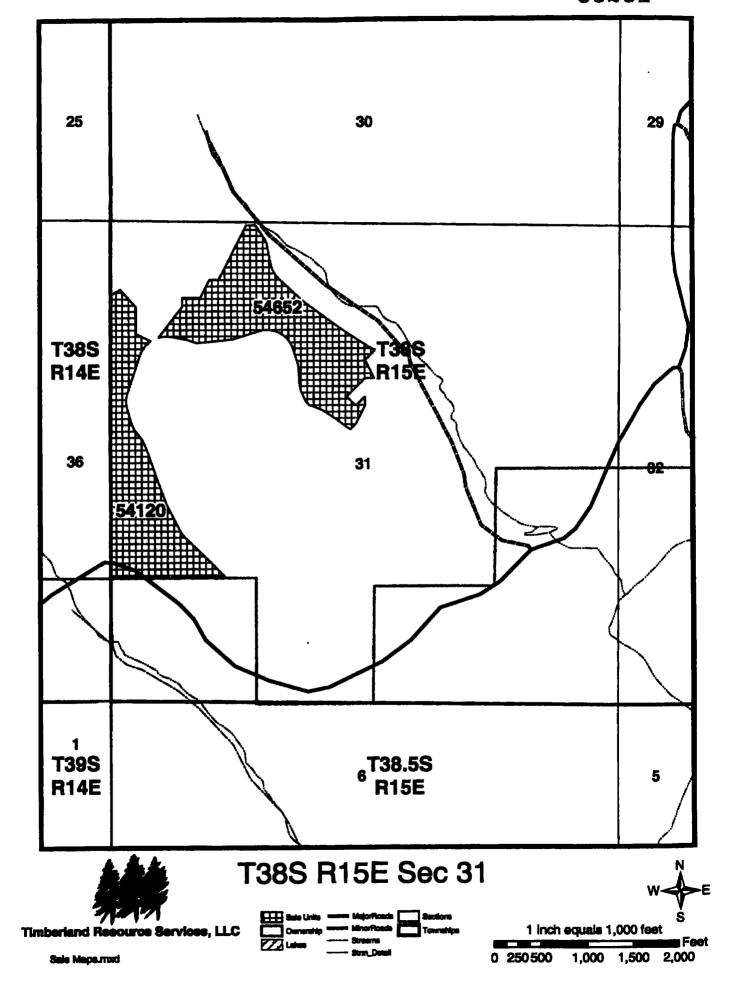


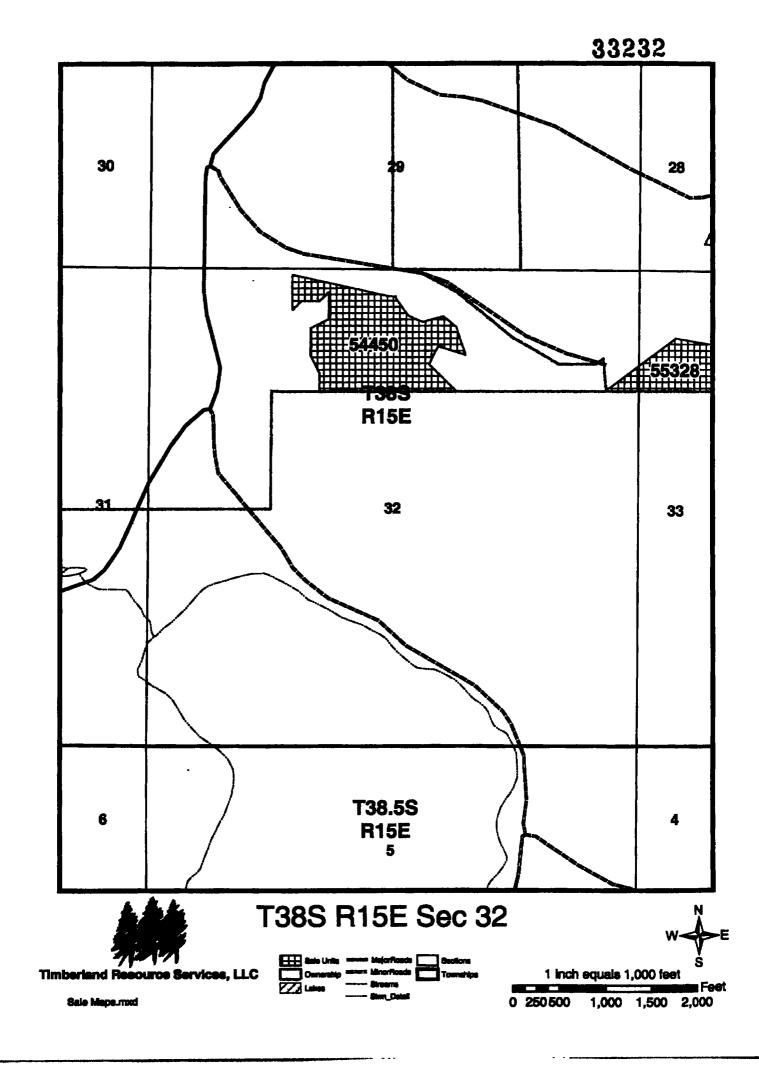


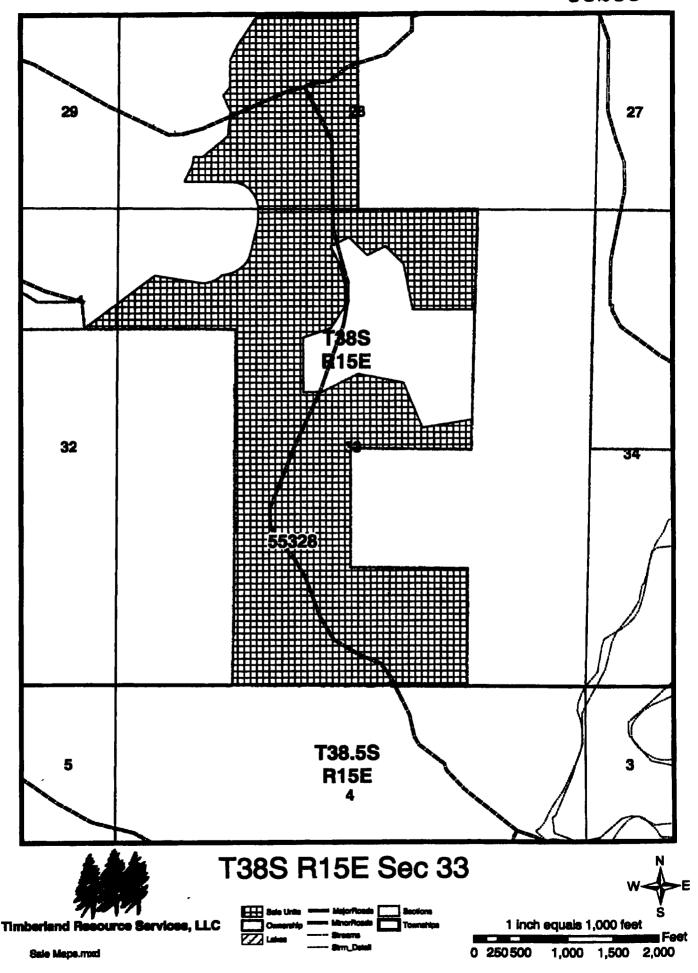


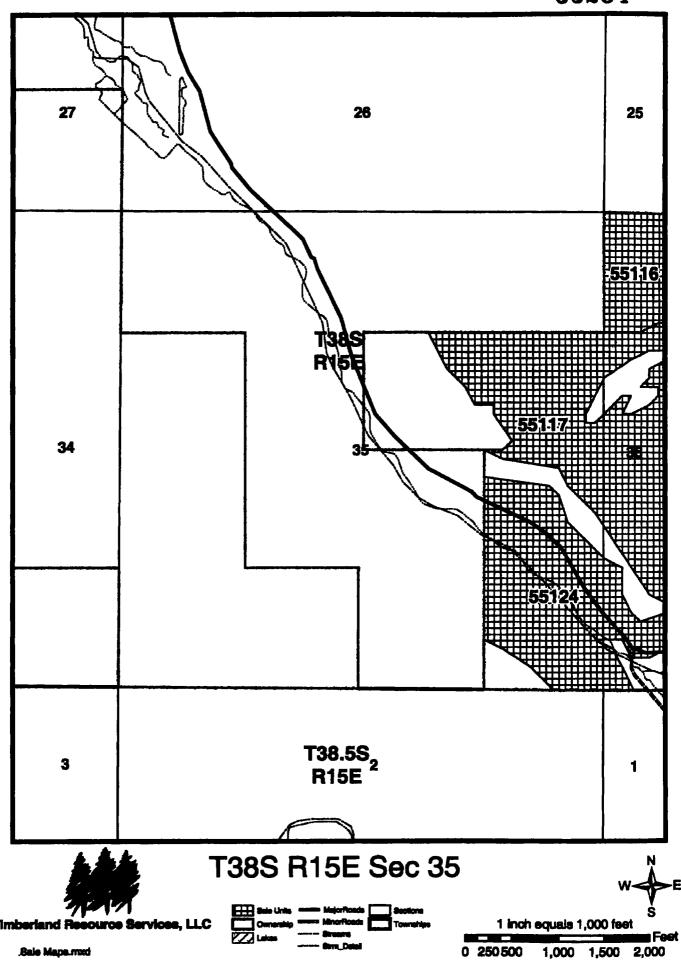




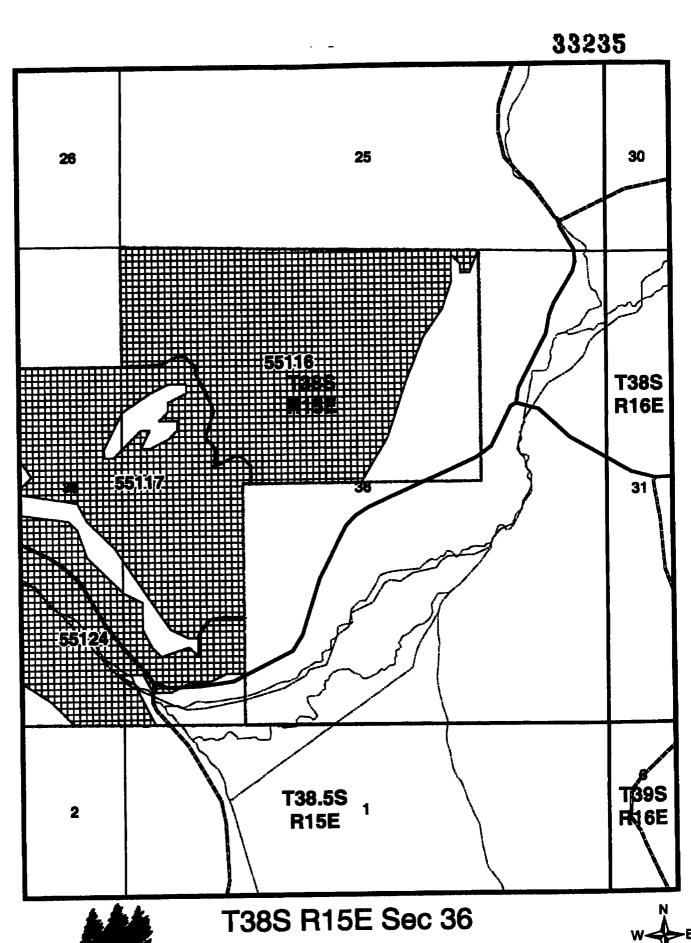








.Bale Maps.motd





1 inch equals 1,000 feet

0 250500

1,000 1,500 2,000

Sale Maps.mod