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RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:
Ball Janik LLP
101 SW Main St, Ste 1100
Portland, OR 97204
Attn: Carole E. Brock

State of Oregon, County of Klamath
Recorded 08/26/04 3:11 p m
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Linda Smith, County Clerk
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AMENDMENT TO RAILROAD EASEMENT AGREEMENT

THIS AMENDMENT TO RAILROAD EASEMENT AGREEMENT (the "Amendment") is made and entered into as of August 24, 2004, by and between CROWN PACIFIC LIMITED PARTNERSHIP, a Delaware limited partnership ("CPLP"), and KLAMATH NORTHERN RAILWAY COMPANY, an Oregon corporation (formerly known as Crown Pacific Railroad, Inc.) ("KNRC").

Recitals:

A. CPLP is the owner of the real property in Klamath County, Oregon, legally described on the attached Exhibit A (the "Easement Parcel"). Pursuant to that certain Railroad Easement Agreement dated as of October 4, 1991, and recorded at volume M-91, pages 20436-20439, Klamath County, Oregon records (the "Easement Agreement"), Crown Pacific (Oregon) Limited Partnership, an Oregon limited partnership, predecessor-in-interest to CPLP with respect to the Easement Parcel, granted KNRC an easement over a portion of the Easement Parcel for the purposes operating a railroad right-of-way and maintaining and repairing the railroad tracks located in such right-of-way. Capitalized terms used but not defined herein have the respective meanings set forth in the Easement Agreement.

B. CPLP and KNRC wish to amend the Easement Agreement to provide for (i) the continued use by CPLP and its successors with respect to the Easement Parcel of all existing roads located within the Easement Area, including without limitation road crossings of the railroad tracks located therein, and (ii) the obligation of CPLP and its successors with respect to the Easement Parcel to maintain and repair all such roads.

Agreements:

In consideration of the foregoing and the mutual covenants of the parties set forth in this Amendment, the parties, intending to be legally bound, agree as follows:

1. Use of Existing Roads. Notwithstanding any provision to the contrary set forth in the Easement Agreement, CPLP and its successors with respect to the Easement Parcel, together with all employees, agents, contractors, subcontractors, and licensees of CPLP or any such successor, shall have the perpetual, non-exclusive right to use all existing roads located within the Easement Area, including without limitation road crossings of the railroad tracks located therein, for purposes of vehicular and pedestrian travel and the performance of the maintenance and repair obligations set forth in Section 2 of this Amendment.

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2. Maintenance and Repair. Notwithstanding any provision to the contrary set forth in the Easement Agreement, CPLP and its successors with respect to the Easement Parcel shall, at their sole cost and expense, undertake all maintenance and repairs to the existing roads within the Easement Area, including without limitation road crossings of the railroad tracks located therein and all improvements to the road crossings which may be required to comply with applicable laws, codes and regulations (by way of example only, such as crossing gates and signalization), necessary to preserve such roads and crossings in a safe condition suitable for vehicular traffic; *provided, however*, that the foregoing maintenance and repair obligation shall not encompass any obligation to maintain or repair any railroad trackage.

3. Modification. This Amendment may not be modified or amended except by the written agreement of the parties.

4. Binding Effect. The provisions of this Amendment shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

5. Effect of Amendment. Except as expressly provided in this Amendment, the Easement Agreement shall remain unamended and in full force and effect. All references in the Easement Agreement to "this Agreement" shall be deemed to mean the Easement Agreement as amended by this Amendment

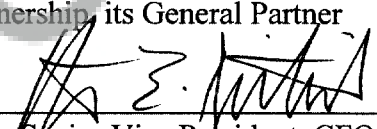
6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon (without regard to the principles thereof relating to conflicts of laws).

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

CPLP:

CROWN PACIFIC LIMITED PARTNERSHIP,
an Oregon limited partnership

By: Crown Pacific Management Limited
Partnership, its General Partner

By: 
Title: Senior Vice President, CFO and
Treasurer

KNRC:

KLAMATH NORTHERN RAILWAY COMPANY,
an Oregon corporation

By: 
Title: President

STATE OF OREGON)
)
County of Multnomah)

ss.

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The foregoing instrument was acknowledged before me this 24 day of August, 2004, by Steven E. Dietrich, as Senior Vice President, Chief Financial Officer and Treasurer of CROWN PACIFIC MANAGEMENT LIMITED PARTNERSHIP, a Delaware limited partnership, as general partner of CROWN PACIFIC LIMITED PARTNERSHIP, a Delaware limited partnership, on behalf of the partnership.

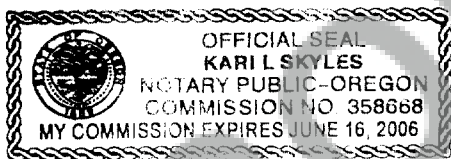


Kari Skyles
Notary Public for Oregon
My Commission Expires: 6-16-06

STATE OF OREGON)
)
County of Multnomah)

ss.

The foregoing instrument was acknowledged before me this 24 day of August, 2004, by P. A. Leineweber, as President of KLAMATH NORTHERN RAILWAY COMPANY, an Oregon corporation, on behalf of the corporation.



Kari Skyles
Notary Public for Oregon
My Commission Expires: 6-16-06

EXHIBIT A

The following described real property situated in Klamath County, Oregon.

Township 24 South, Range 8 East, W.M.

Section 25

Township 24 South, Range 9 East, W.M.

Section 30

Section 31

Township 25 South, Range 8 East, W.M.

Section 2

Section 10

Section 11

Section 15

Section 16

Section 17