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State of Oregon, County of Klamath
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Linda Smith, County Clerk
Fee \$ 46.00 # of Pgs 6

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] Mark Stayer (503) 222-9981
B. SEND ACKNOWLEDGMENT TO: (Name and Address) Mark Stayer Schwabe, Williamson & Wyatt 1211 SW Fifth Avenue, Suites 1600-1900 Portland, Oregon 97204-3795

1st 411776

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME Meriwether Southern Oregon Land & Timber LLC						
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS c/o Forest Capital Partners, LLC One Financial Center, 28th Floor			CITY Boston	STATE MA	POSTAL CODE 02111	COUNTRY USA
1d. TAX ID#: SSN or EIN	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION limited liability company	1f. JURISDICTION OF ORGANIZATION Delaware		1g. ORGANIZATIONAL I.D. #, if any DE 3850973 <input type="checkbox"/> NONE	

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME						
OR	2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
2c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
2d. TAX ID#: SSN or EIN	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION		2g. ORGANIZATIONAL I.D. #, if any <input type="checkbox"/> NONE	

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE or ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME John Hancock Life Insurance Company						
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS John Hancock Place, 200 Clarendon St, PO Box 111			CITY Boston	STATE MA	POSTAL CODE 02117	COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

The collateral described in Exhibit A attached hereto.

5. ALTERNATIVE DESIGNATION [if applicable]: <input type="checkbox"/> LESSEE/LESSOR <input type="checkbox"/> CONSIGNEE/CONSIGNOR <input type="checkbox"/> BAILEE/BAILOR <input type="checkbox"/> SELLER/BUYER <input type="checkbox"/> AG. LIEN <input type="checkbox"/> NON-UCC FILING			
6. <input checked="" type="checkbox"/> This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)		7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] (optional) <input type="checkbox"/> All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2	
8. OPTIONAL FILER REFERENCE DATA Klamath County, Oregon			

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 07/29/98)

09197

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

OR	9a. ORGANIZATION'S NAME Meriwether Southern Oregon Land & Timber LLC		
	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

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11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

OR	11a. ORGANIZATION'S NAME				
	11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
11c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
11d. TAX ID#: SSN or EIN	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL I.D. #, if any <input type="checkbox"/> NONE	

12. ☐ ADDITIONAL SECURED PARTY'S or ☐ ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

OR	12a. ORGANIZATION'S NAME				
	12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
12c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY

13. This FINANCING STATEMENT covers ☒ timber to be cut or ☒ as-extracted collateral, or is filed as a ☒ fixture filing.

14. Description of real estate:

See Exhibit A-1 attached hereto.

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

16. Additional collateral description:

17. Check only if applicable and check only one box.Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate18. Check only if applicable and check only one box.☐ Debtor is a TRANSMITTING UTILITY☐ Filed in connection with a Manufactured-Home Transaction - effective 30 years☐ Filed in connection with a Public-Finance Transaction - effective 30 years

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (REV. 07/29/98)

**EXHIBIT A
TO
UCC FINANCING STATEMENT**

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All of Debtor's right, title and interest that Debtor now has or may hereafter acquire in and to the real property located in Klamath County, Oregon (the "Property") more particularly described on Exhibit A-1 attached hereto and incorporated herein by reference thereto; and all fences, gates, roads, rights of way or easements for roads, rights of ingress and egress, waters, water courses, water rights and powers, rights to underground waters, licenses, rights, interests, privileges, liberties, and all tenements, hereditaments and appurtenances whatsoever, upon or attached to or in any way belonging, relating or appertaining to the Property, or which hereafter shall be related to or in any way belong, or be appurtenant thereto, and all licenses, easements, rights, interests, privileges or liberties now or hereafter owned by Debtor belonging, relating or appertaining to the Property, or the timber or logs located thereon; and

TOGETHER WITH the Debtor's interest in any timber supply, cutting or similar contract involving the sale of trees standing on the Property; any books and records to the extent such books and records relate to the use and operation of all or any portion of the Property; and all rights, titles and interests of Debtor in and to all present and future licenses, permits, approvals and agreements with or from any municipal corporation, county, state, or other governmental or quasi-governmental entity or agency relating to the development, improvement, division or use of all or any portion of the Property to the extent such licenses, permits, approvals, and agreements are assignable by law; and

TOGETHER WITH all rights of Debtor in and to any escrow or withhold agreements, title insurance, surety bonds, warranties, management contracts, leasing or sales agreements, and service contracts which are in any way relevant to the ownership, development, improvement, management, sale or use of all or any portion of the Property; and

TOGETHER WITH Debtor's rights under any payment, performance, or other bond in connection with construction of any improvements, and all construction materials, supplies, and equipment delivered to the Property or intended to be used in connection with the construction of improvements on the Property; and

TOGETHER WITH all rights, interests, and claims that Debtor now has or may hereafter acquire with respect to any damage to or taking of all or any part of the Property and all awards made for taking by eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of the Property, and any and all awards resulting from any other damage to the Property, all of which are hereby assigned to the Secured Party and the Secured Party is hereby authorized to collect and receive the proceeds thereof and to give proper receipts and acquittances therefor, and to apply the same to the secured obligations notwithstanding the fact that the same may not then be due and payable; and

TOGETHER WITH any and all rights, interest, and claims that Debtor now has or may hereafter acquire with respect to any and all mineral, oil and gas rights (including without limitation "as-extracted collateral" within the meaning of Article 9 of the Oregon Uniform Commercial Code), air rights, development rights, water rights and water stock, drainage rights, zoning rights, and

other similar rights or interests which benefit or are appurtenant to the Property and any proceeds arising therefrom; and

TOGETHER WITH all structures, buildings, and improvements of every kind and description now or at any time hereafter located on the Property (hereinafter referred to as the "Improvements"); and

TOGETHER WITH any and all goods now or at any time hereafter located on the Property which are or are to be fixtures within the meaning of Article 9 of the Oregon Uniform Commercial Code (hereinafter referred to as the "Fixtures"), including, without limitation, any and all equipment, apparatus, machinery, fixtures, fittings, and appliances and other articles and any additions to, substitutions for, changes in or replacements of the whole or any part thereof, now or at any time hereafter affixed or attached to, and which are or become so related to the Property or any portion thereof that an interest in them arises under real property law, except that Fixtures shall not include such machinery and equipment of any tenant of any portion of the Property or Improvements, which is part of and/or used in the conduct of the normal business of such tenant conducted upon the Property; and

TOGETHER WITH all of Debtor's right, title and interest in all information, data, and files, in whatever form, and all computer software and hardware relating to the Property, including, without limitation: (i) current forest inventory data pertaining to the Property providing summary level information by stand, species, component and diameter level and planting records showing seed source and stock type; (ii) GIS data relating to elevation, public land surveys, stands, property boundaries, roads, historical harvest units and years of harvest, wildlife T&E layers, thinning, fertilization, planting, including stock type and watershed data; (iii) Debtor's road maintenance plan for the Property; (iv) Debtor's watershed analysis for the Property; (v) all aerial photographs pertaining to the Property; and (vi) all maps relating to the Property to the accounting and management functions of the Property; and

TOGETHER WITH all timber, standing, to be cut, cut or down, now or hereafter grown, growing or located on the Property;

TOGETHER WITH all of Debtor's right, title and interest, powers, privileges and other benefits ascribed to "seller" or "owner," but not the obligations of "seller" or "owner," under the following agreements and instruments:

1. any and all current and future contracts for the sale of timber standing, lying or growing on the Property (individually or collectively as amended, restated or supplemented in accordance with the terms thereof, the "Timber Contracts");
2. any and all current or future guaranty agreements guarantying the performance of the purchasers under the Timber Contracts; and
3. any and all other agreements or contracts pertaining to the use, development or operation of the Property,

and any and all modifications thereto or substitutions therefor;

Debtor: Meriwether Southern Oregon Land & Timber LLC

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TOGETHER WITH all proceeds of the foregoing, including all judgments, awards of damages and settlements hereafter made resulting from condemnation or the taking of the Property or any portion thereof under the power of eminent domain, any proceeds of any policies of insurance maintained with respect to the Property, or the proceeds of any sale, option or contract to sell the Property or any portion thereof.

Preliminary Report

Order No.: 7019-411776
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Exhibit "A"

Real property in the County of Klamath, State of Oregon, described as follows:

The SE 1/4 of Section 4, Township 38 South, Range 5 East of the Willamette Meridian, EXCEPTING therefrom that portion conveyed to the United States of America for road, by deed recorded October 15, 1962 in Volume 340 page 658, Deed records of Klamath County, Oregon.

The SE 1/4 SW 1/4 of Section 4, Township 38 South, Range 5 East of the Willamette Meridian, Klamath County, Oregon.

The N 1/2 SW 1/4 and SW 1/4 SW 1/4 of Section 4, Township 38 South, Range 5 East of the Willamette Meridian, Klamath County, Oregon.

SW 1/4 SE 1/4, E 1/2 SW 1/4, SE 1/4 NW 1/4 of Section 18, Township 38 South, Range 5 East of the Willamette Meridian, Klamath County, Oregon.

Lots 3 and 4 (the N 1/2 NW 1/4), SE 1/4 NW 1/4, SW 1/4 NE 1/4, NE 1/4 SW 1/4, W 1/2 SE 1/4 and the SE 1/4 SE 1/4 of Section 6, Township 39 South, Range 6 East of the Willamette Meridian, Klamath County, Oregon.

Township 40 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon:

Section 20: S 1/2 S 1/2

Section 30: All

Section 32: All

Section 33: SE 1/4 SE 1/4

Section 34: All

Township 41 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon:

Section 3: NW 1/4 NW 1/4

Section 4: S 1/2 NW 1/4, N 1/2 SW 1/4, SE 1/4

Section 5: E 1/2 SW 1/4

Section 6: All

Tax Parcel Number: 70988 and 70997 and 71004 and 71068 and 73869 and 73878 and 617997 and 617817 and 618013 and 78141 and 78178 and 78187 and 78196