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Klamath County, Oregon
06/29/2015 03:29:06 PM
Fee: \$67.00

After Recording, Return To:

Green Diamond Resource Company
1301 Fifth Avenue, Suite 2700
Seattle, WA 98101
Attn: General Counsel

Space above reserved for recorder

**EASEMENT, ROAD USE AGREEMENTS, AND RIGHTS-OF-WAY
ASSIGNMENT AND ASSUMPTION AGREEMENT**

(Klamath County, Oregon - Camp 6 Remaining Parcels)

This Easement, Road Use Agreements, and Rights-of-Way Assignment and Assumption Agreement (this "**Access Assignment**"), dated as of June 29, 2015, is by and among JWTR OREGON, LLC, an Oregon limited liability company (the "**Assignor**") and GREEN DIAMOND RESOURCE COMPANY, a Washington corporation ("**Assignee**").

WHEREAS, Assignors and Assignee have entered into that certain Asset Purchase Agreement, dated as of July 24, 2014, by and among Assignors, Assignee, and certain other parties (as amended, the "**Purchase Agreement**"), pursuant to which, among other things, Assignee is acquiring from Assignors the real property described on attached **Exhibit A** (the "**Camp 6 Remaining Parcels**");

WHEREAS, under the Purchase Agreement, each Assignor, to the extent of its respective interests therein, has agreed to assign to Assignee all easements, road use agreements, rights-of-way and other agreements and authorizations appurtenant to the Camp 6 Remaining Parcels or owned by any Assignor and used to provide access to the Camp 6 Remaining Parcels (the "**Easements**"), effective as of the Closing Date; and

WHEREAS, this Access Assignment is contemplated by Section 2.6(b)(xi) and 5.19(c) of the Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by each of the parties hereto, Assignors and Assignee agree as follows:

ACCESS ASSIGNMENT (KLAMATH COUNTY, OREGON)

PAGE 1

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1. Definitions. All capitalized terms used in this Access Assignment but not otherwise defined herein are given the meanings set forth in the Purchase Agreement.

2. Assignment. Each Assignor hereby grants, assigns and transfers to Assignee, its successors and assigns, as of the Subsequent Closing Date, all of Assignor's right, title and interest in and to all easements of record benefitting the Camp 6 Remaining Parcels (the "**Recorded Easements**") and all of Assignor's right, title and interest in any and all Other Easements, whether or not such interest is evidenced in writing or of record, to the extent assignable and transferable. As used in this Access Assignment, the term "**Other Easements**" means all Easements which relate to the Camp 6 Remaining Parcels other than the Recorded Easements.

3. Assumption. Assignee hereby accepts the foregoing assignments and, in consideration thereof, Assignee hereby covenants and agrees that, on and after the Subsequent Closing Date, Assignee will assume, observe, perform, fulfill and be bound by all terms, covenants, conditions and obligations of the Easements that arise on and after the Subsequent Closing Date.

4. Terms of the Purchase Agreement. This Access Assignment has been delivered and accepted pursuant to the terms of the Purchase Agreement and is subject to all of the terms, provisions and conditions set forth in the Purchase Agreement, including, without limitation, those provisions relating to the survival of, and indemnification with respect to, the respective representations, warranties and covenants of Assignors and Assignee under the Purchase Agreement, which have been made applicable to the Camp 6 Remaining Parcels pursuant to that certain closing certificate executed by Assignors effective as of the Subsequent Closing Date. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Access Assignment, the terms of the Purchase Agreement shall control.

5. Successors and Assigns. The terms and conditions of this Access Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Access Assignment shall be governed by and construed in accordance with the internal laws of the State of Oregon without giving effect to any choice or conflict of law provision or rule (whether of the State of Oregon or any other jurisdiction).

7. Counterparts. This Access Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Access Assignment delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Access Assignment.

8. Further Assurances. Subject to Section 5.2 of the Purchase Agreement, each of the parties hereto (at Assignee's sole cost and expense) shall execute and deliver, at the reasonable request of the other party hereto, such additional documents, instruments, conveyances and assurances and take such further actions as such other party may reasonably request to carry out the provisions hereof and give effect to the transactions contemplated by this Access Assignment.

9. Recording. Following execution and acknowledgement by all parties hereto, an original signed counterpart of this instrument shall be recorded in the real property records of Klamath County, Oregon.

[Signatures and acknowledgements on following pages]

DATED as of the date set forth on the first page of this Access Assignment.

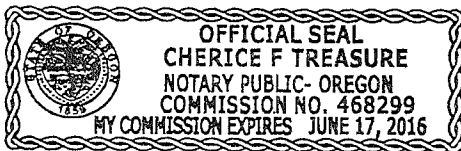
JWTR OREGON, LLC,
an Oregon limited liability company


By: JWTR, LLC,
an Oregon limited liability company
its Manager

By: 
Samuel D. Porter, President

STATE OF OREGON)
)ss.
County of Klamath)


The foregoing instrument is acknowledged before me this 29 day of June,
2015, by Samuel D. Porter as President of JWTR, LLC, the Manager of JWTR Oregon, LLC.




Notary Public for Oregon
Commission No.: 468299
My commission expires: 6/17/2016

DATED as of the date set forth on the first page of this Access Assignment.

GREEN DIAMOND RESOURCE COMPANY,
a Washington corporation

By:  *ms*
Printed Name: Douglas S. Reed
Title: President

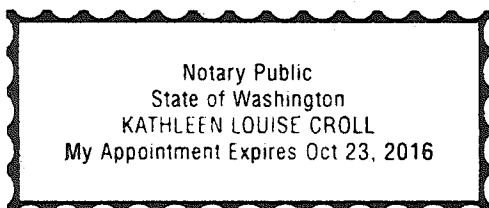
STATE OF WASHINGTON)
COUNTY OF KING)ss.

On this 23rd day of June, 2015, before me personally appeared Douglas S. Reed, to me known to be the President of Green Diamond Resource Company, the Washington corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Signature: 

Name (Print): Kathleen Louise Croll



NOTARY PUBLIC in and for the State
of Washington, residing at Mountlake Terrace, WA
My appointment expires: Oct-23, 2016

**EXHIBIT A
TO
ACCESS ASSIGNMENT**

Legal Description of Camp 6 Remaining Parcels

Parcels 1 and 3 of Land Partition 30-14 in the SE1/4SE1/4 of Section 20, The NW1/4, SW1/4 NE1/4, NW1/4SE1/4, N1/2SW1/4, SW1/4SW1/4 of Section 28 and the SE1/4SW1/4, E1/2 of Section 29 all in Township 34 South, Range 14 East of the Willamette Meridian, Klamath County, Oregon. Recorded on April 9, 2015 in instrument number 2015-003300.