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Klamath County, Oregon
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ACCESS ASSIGNMENT AND ASSUMPTION

After Recording, Return To:

Green Diamond Resource Company
1301 Fifth Avenue, Suite 2700
Seattle, WA 98101-2613
Attn: General Counsel

Space above reserved for recorder

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

(Klamath County, Oregon)

This Easement, Road Use Agreements, and Rights-of-Way Assignment and Assumption Agreement (this “**Access Assignment**”), dated as of August 19, 2015, is by and among RLF KLAMATH PROPERTIES, LLC, a Colorado limited liability company (“**Assignor**”) and EPC GREEN DIAMOND, LLC, a Washington limited liability company, and GREEN DIAMOND RESOURCE COMPANY, a Washington corporation (collectively, “**Assignee**”).

WHEREAS, Assignor and Assignee have entered into that certain Purchase and Sale Agreement, dated as of June 4, 2015, by and among Assignor and Assignee (as amended, the “**Purchase Agreement**”), pursuant to which, among other things, Assignee is acquiring from Assignor the real property described on attached **Exhibit 1** (the “**Owned Real Property**”);

WHEREAS, under the Purchase Agreement, Assignor has agreed to assign to Assignee all of Assignor’s interest in easements, road use agreements, rights-of-way and other agreements and authorizations appurtenant to the Owned Real Property or owned by Assignor and used to provide access to the Owned Real Property (the “**Easements**”), effective as of the Closing Date; and

WHEREAS, this Access Assignment is contemplated by Section 4.3 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, Assignor and Assignee agree as follows:

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. Assignor hereby grants, assigns and transfers to Assignee, its successors and assigns, as of the Closing Date, all of Assignor's right, title and interest in and to the Easements, whether or not such interest is evidenced in writing or of record, to the extent assignable and transferable.

3. Assumption. Assignee hereby accepts the foregoing assignments and, in consideration thereof, Assignee hereby covenants and agrees that, on and after the 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 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 Assignor and Assignee under the Purchase Agreement. In the event of any conflict 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. Each of the parties hereto 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.

RLF KLAMATH PROPERTIES LLC,
a Colorado limited liability company

By: [Signature]
Name: B. Joseph Leininger
Title: Authorized Representative

STATE OF COLORADO)
)ss.
County of Denver)


The foregoing instrument is acknowledged before me this 19th day of August, 2015, by B. Joseph Leininger as Authorized Representative of RLF KLAMATH PROPERTIES, LLC.

SUSAN JEND
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID # 20124071314
MY COMMISSION EXPIRES NOVEMBER 07, 2016

[Signature]
Notary Public for Oregon Colorado
Commission No.: 20124071314
My commission expires: NOV. 7, 2016

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


GREEN DIAMOND RESOURCE COMPANY,
a Washington corporation

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

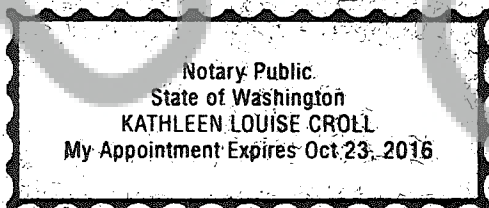
STATE OF WASHINGTON)
COUNTY OF KING) ss.

On this 18th day of August, 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 Yountlake Terrace, WA
My appointment expires: 10-23-2016

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

EPC GREEN DIAMOND, LLC,
a Washington limited liability company

By: EPC Exchange Corporation,
a Washington corporation, its sole member

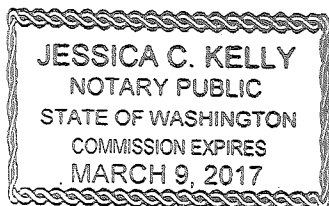
By: Christine E. Towey
Printed Name: Christine E. Towey
Title: Vice President

STATE OF WASHINGTON)
COUNTY OF KING) ss.

On this 19th day of August, 2015, before me personally appeared Christine E. Towey, to me known to be the Vice President of EPC Exchange Corporation, a Washington corporation, sole member of EPC Green Diamond, LLC, a Washington limited liability company, 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: Jessica C. Kelly
Name (Print): Jessica C. Kelly



NOTARY PUBLIC in and for the State
of Washington, residing at Seattle, WA
My appointment expires: 3-09-2017

**EXHIBIT 1
TO
ACCESS ASSIGNMENT
Legal Description of Property**

Whiteline Ranch

Parcel 1:

Township 37 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon

Section 1: Government Lots 1, 2, 3 and 4; S1/2 N1/2; S1/2
Section 2: Government Lots 1, 2, 3 and 4; S1/2 N1/2; S1/2
Section 3: Government Lots 1, 2 and 3; SW1/4 NW1/4; W1/2 SW1/4; SE1/4 SW1/4; S1/2 NE1/4;
SE1/4;
Government Lot 4 excepting therefrom the S1/2 N1/2 NE1/4 NW1/4;
N1/2 S1/2 NE1/4 NW1/4; N1/2 SE1/4 NW1/4; N1/2 S1/2 SE1/4 NE1/4 of said Government Lot
4
Section 4: Government Lots 1, 2, 3 and 4; S1/2 N1/2; N1/2 SW1/4; SE1/4 SW1/4; SE1/4; SW1/4
SW1/4
Section 5: Government Lots 1, 2, 3 and 4; S1/2 N1/2; S1/2
Section 6: Government Lots 1, 2 and 3; S1/2 NE1/4; N1/2 SE1/4; SE1/4 SE1/4
Section 8: N1/2; SE1/4
Section 9: NE1/4 NW1/4; S1/2 NW1/4; NW1/4 SW1/4; S1/2 SW1/4; E1/2; NW1/4 NW1/4; NE1/4
SW1/4
Section 10: All
Section 11: All
Section 12: All
Section 13: E1/2 NW1/4; E1/2 SW1/4; NE1/4; W1/2 SE1/4; SE1/4 SE1/4
Section 14: N1/2 NW1/4; NW1/4 NE1/4;
Section 15: NE1/4 NE1/4
Section 24: NE1/4 NE1/4; SE1/4; S1/2 SW1/4; NE1/4 SW1/4
Section 25: NE1/4 NE1/4

Parcel 2:

Township 37 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon

Section 4: SW1/4 NW1/4; W1/2 SW1/4
Section 5: S1/2; S1/2 N1/2
Section 6: Government Lots 2, 3, 4, 5, 6, 7 and 9; SE1/4 NW1/4; S1/2 NE1/4;
E1/2 SW1/4; SE1/4
Section 7: Government Lots 1, 2, 3 and 4; E1/2 W1/2; SE1/4; N1/2 NE1/4;
SW1/4 NE1/4; W1/2 SE1/4 NE1/4
Section 8: NE1/4 excepting the W1/2 W1/2 SW1/4 NE1/4
Section 9: NW1/4
Section 18: Government Lots 1, 2, 3 and 4; E1/2 NW1/4; NE1/4 SW1/4;
W1/2 NW1/4 SE1/4; W1/2 W1/2 NE1/4

Parcel 3:

Parcels 1, 2 and 3 of Land Partition 25-14, situated in Sections 14, 15, 16, the E1/2 E1/2 of 17, Sections 21, 22, 23, the W1/2 of 24 , Sections 26, 27, the E1/2 of 28, Sections 34, 35 and the SW1/4 of 36 in Township 37 South, range 9 East of the Willamette Meridian and Government Lots 3 and 4 of Section 2, Government Lots 1 and 2 of Section 3 in Township 38 South, range 9 East of the Willamette Meridian, Klamath county Oregon. Being recorded on February 23, 2015 in 2015-001604, Records of Klamath County, Oregon.

Unofficial
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