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Klamath County, Oregon
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Fee: \$67.00

ACCESS ASSIGNMENT AND ASSUMPTION

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)

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 (“**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.

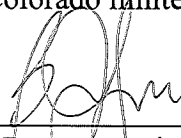
8. Further Assurances. Each of the parties hereto shall execute and deliver, at the reasonable request of the other party hereto, such additional documents, instruments, conveyances and assurances and take such further actions as such other party may reasonably request to carry out the provisions hereof 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: 
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


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.

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)
)ss.
COUNTY OF KING)

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**

West Klamath

Parcels 1 and 2 of Land Partition 12-13, situated in Sections 25 and 36 of Township 37 South, Range 7 East, of the Willamette Meridian, Sections 1, 12 and 13 of Township 38 South, Range 7 East of the Willamette Meridian, Sections 6, 7, 18, 19, 20, 28, 29, 30, 32, 33 and 34 Township 38 South, Range 8 East of the Willamette Meridian and Sections 3 and 4 Township 39 South, Range 8 East of the Willamette Meridian, Klamath County Oregon. Being recorded on November 15, 2013 in 2013-012766, Records of Klamath County, Oregon.