

MTC 77174 AM

ACCESS ASSIGNMENT AND ASSUMPTION

2015-013728
Klamath County, Oregon
12/23/2015 09:37:43 AM
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)

This Easement, Road Use Agreements, and Rights-of-Way Assignment and Assumption Agreement (this “**Access Assignment**”), dated as of December 21, 2015, is by and among EPC GREEN DIAMOND, LLC, a Washington limited liability company (“**Assignor**”) and GREEN DIAMOND RESOURCE COMPANY, a Washington corporation (“**Assignee**”).

WHEREAS, Assignor and Assignee have entered into that certain Exchange Agreement dated as of November 9, 2015 (the “Exchange Agreement”) in connection with the prior Purchase and Sale Agreement, dated as of June 4, 2015, by and among RLF Klamath Properties, LLC, a Colorado limited liability company (“RLF”) 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, RLF assigned to Assignee all of RLF’s interest in easements, road use agreements, rights-of-way and other agreements and authorizations appurtenant to the Owned Real Property or owned by RLF and used to provide access to the Owned Real Property (the “Easements”), effective as of the Closing Date under the Purchase Agreement and as shown on that certain Easement, Road Use Agreements, and Rights-of-Way Assignment and Assumption Agreement between RLF and Assignee dated as of August 19, 2015 and recorded on August 21, 2015 under Klamath County, Oregon recording number 2015-009349 (the “RLF-Assignee Easement”).

WHEREAS, under the Exchange Agreement, Assignor has agreed to assign to Assignee all of Assignor's interest in 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

EPC GREEN DIAMOND, LLC,,
a Washington limited liability company

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

By: Karen S. King, Vice President for EPC Exchange Corporation, sole member of EPC Green Diamond LLC, a Washington limited liability company

STATE OF WASHINGTON)
)ss.
County of King)

On this 18 day of December, 2015, before me personally appeared Karen S. King, 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:

Name (Print):

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

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

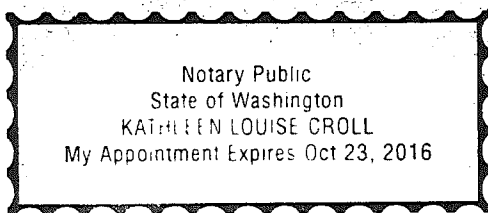
GREEN DIAMOND RESOURCE COMPANY,
a Washington corporation

By: [Signature]
Printed Name: Douglas S. Reed
Title: President

STATE OF WASHINGTON)
COUNTY OF KING) ss.

On this 21st day of December, 2015, before me personally appeared DOUGLAS S. REED, to me known to be the PRESIDENT of Green Diamond Resource Company, a 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: [Signature]
Name (Print): Kathleen Louise Croll

NOTARY PUBLIC in and for the State
of Washington, residing at Hunts Lake Terrace
My appointment expires: 10-23-2016

EXHIBIT 1
TO
ACCESS ASSIGNMENT
Legal Description of Property

Chapman Ranch:

Parcel 1

Parcels 1 and 2 of Land Partition 13-13 situated in Sections 1, 2, 3, NE1/4 of Section 4, Sections 11, 12, 13, NE1/4 of Section 14, and the E1/2 of Section 24 of Township 37 South, Range 10 East of the Willamette Meridian and Sections 7, 8, 9, the W1/2 of Section 10, the SW1/4 of Section 14, Sections 15, 16, 17, 18, 19, 20, 21, 22, 23, 26, 27, 28, 29 and 30 of Township 37 South, Range 11 ½ East of the Willamette Meridian, Klamath County, Oregon, recorded December 18, 2013 in Volume 2013-013854, Records of Klamath County, Oregon.
EXCEPTING FROM Parcel 2, that portion platted within Land Partition 10-14.

Parcel 2:

Parcels 1, 2 and 3 of Land Partition 10-14, situated in Sections 11, 12, 13, NE1/4NE1/4 of 14 and the E1/2E1/2 of 24, Township 37 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon recorded March 5, 2015 in Volume 2015-001954, Records of Klamath County, Oregon.

Parcel 3

Township 37 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon
Section 10: NW1/4NW1/4
Section 11: W1/2SW1/4

Parcel 4:

Parcels 1 and 3 of Land Partition 12-15, being a replat of Parcel 3 of LP 13-13, situated in the E1/2NE1/4 Section 8, Section 9, 10, the SW1/4 of Section 14, Sections 15, 16, 17, 18, 19, 20, 21, 22, 23, 26, 27, 28, 29 & 30 all in Township 37 South, Range 11 ½ East of the Willamette Meridian, Klamath County, Oregon recorded August 24, 2015 in Volume 2015-009393, Records of Klamath County, Oregon.