

After Recording, Return To:

Bettina von Hagen
Chief Executive Officer
Ecotrust Forest Management, Inc
721 NW 9th Avenue, Suite 200
Portland, OR 97209

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 November 19, 2018, is by and among GM GABRYCH FAMILY LIMITED PARTNERSHIP, a California limited partnership ("**Assignor**") and FR RESTORATION, LLC, an Oregon limited liability company ("**Assignee**").

WHEREAS, Assignor and Assignee have entered into that certain Purchase and Sale Agreement, dated as of July 5, 2018, as amended by that certain First Amendment to Purchase and Sale Agreement dated September NA 2018 (*sic*), as amended by that certain Second Amendment to Purchase and Sale Agreement dated October 4, 2018, as amended by that certain Third Amendment to Purchase and Sale Agreement dated November 5, 2018, by and among Assignor and Assignee (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.

132amt

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 identified on attached **Exhibit 2** (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. The term "**Other Easement**" means all Easements 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 Closing Date, Assignee will assume, observe, perform, fulfill and be bound by all terms, covenants, conditions and obligations of the Recorded Easements and Other 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.

GM GABRYCH FAMILY LIMITED PARTNERSHIP,
a California limited partnership

By: Eugene M. Gabrych
Name: Eugene M. Gabrych
Title: President, Bottega Corp.
General Partner

STATE OF OREGON)
)ss.
County of _____)

The foregoing instrument is acknowledged before me this ____ day of _____, 2018, by _____ as _____ of GM GABRYCH FAMILY LIMITED PARTNERSHIP, a California limited partnership.

see Attached yf

Notary Public for Oregon
Commission No.: _____
My commission expires: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

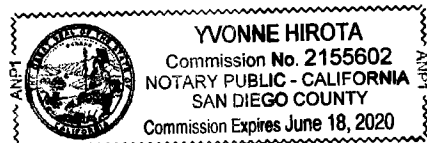
State of California
County of San Diego

On Nov. 14, 2018 before me, Yvonne Hirota, Notary Public
(insert name and title of the officer)

personally appeared Eugene M. Gabrych
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in
~~his/her/their~~ authorized capacity(ies); and that by ~~his/her/their~~ signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Yvonne Hirota (Seal) Assign & Assump. Agree

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

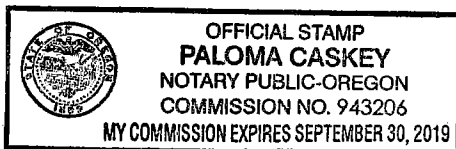
FR RESTORATION, LLC,
an Oregon limited liability company

By: Ecotrust Forest Management, Inc.
its Manager

By: Bettina v. Hagen
Bettina von Hagen
Chief Executive Officer

STATE OF OREGON)
)ss.
County of Multnomah)

The foregoing instrument is acknowledged before me this 13 day of November, 2018, by BETTINA VON HAGEN as Chief Executive Officer of ECOTROUST FOREST MANAGEMENT, Manager of FR RESTORATION, LLC, an Oregon limited liability company.



Paloma Caskey
Notary Public for Oregon
Commission No.: 943206
My commission expires: September 30, 2019

EXHIBIT 1
TO ACCESS ASSIGNMENT
Legal Description of Property

In the County of Klamath, State of Oregon

Tract 1

Section 36 in Township 25 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon.

**EXHIBIT 2
TO
ACCESS ASSIGNMENT
Easements**

1. None.