

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, GEORGIA-PACIFIC CORPORATION, a Georgia corporation, (hereinafter called "G-P") hereby sells, assigns and transfers unto CROWN ZELLERBACH CORPORATION, a Nevada corporation (hereinafter called "CZ"), all of its right, title, interest and estate in and to those certain agreements, licenses, permits, easements and other instruments listed in Exhibit A, attached hereto and by this reference incorporated herein and made a part hereof.

The transfer hereby of any property, right or privilege which requires the consent or approval of any third person is expressly made subject to such consent or approval. G-P agrees to join in any application or request made by CZ for any such consent or approval, and G-P agrees to execute and deliver such instruments as may be necessary or convenient to effect the transfer of any such property, right or privilege contemplated herein. Notwithstanding any provision hereof to the contrary, this Assignment shall not constitute a transfer of any such property, right or privilege if an attempted transfer without the consent or approval of a third party thereof would constitute a breach thereof or in any way affect the rights of G-P or CZ hereunder.

TO HAVE AND TO HOLD the same unto CZ, its successors and assigns, forever;

And CZ assumes and agrees to perform and discharge all liabilities and obligations of G-P arising under such agreements, licenses, permits,

easements and other instruments listed in said Exhibit A from and after the date of this Assignment, and CZ shall save and hold G-P free and harmless from and against any and all claims, demands, liabilities, losses, damages or liens, however caused, arising directly or indirectly in connection with the performance and discharge of said liabilities and obligations from and after the date of this Assignment.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment this 15th day of January, 1968.



GEORGIA-PACIFIC CORPORATION

By *G. Gray Evans*  
Vice President

CROWN ZELLERBACH CORPORATION

By *[Signature]*  
Vice President

STATE OF OREGON )  
 ) ss.  
 County of Multnomah )

On this 15th day of January, 1968, before me the undersigned, a Notary Public in and for said County and State, personally appeared G. Gray Evans, known to me to be the Vice President of Georgia-Pacific Corporation, the Corporation that executed the within instrument, known to me to be the person who executed the within instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the within instrument pursuant to its bylaws or a resolution of its Board of Directors.

WITNESS my hand and Official Seal,

Floreine M. Hall

Notary Public in and for said  
 County and State.

My commission expires: 4-25-71



STATE OF OREGON )  
 ) ss.  
 County of Multnomah )

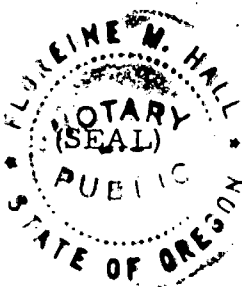
On this 15th day of January, 1968, before me the undersigned, a Notary Public in and for said County and State, personally appeared Clarence Richen, known to me to be the Vice President of Crown Zellerbach Corporation, the Corporation that executed the within instrument, known to me to be the person who executed the within instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the within instrument pursuant to its bylaws or a resolution of its Board of Directors.

WITNESS my hand and Official Seal,

Floreine M. Hall

Notary Public in and for said  
 County and State.

My commission expires: 4-25-71



82. Road Use Agreement dated March 3, 1960, pursuant to which Kaiser Gypsum Company, Inc., extended to Crown Zellerbach Corporation a permit to use a road within the W1/2 of the NE1/4 and the NE1/4 of the NE1/4 of Section 32, T 11 N, R 8 W, W. M., as extended by Letter Agreement between said Companies dated February 18, 1965, extending the term of such license to March 3, 1970.
83. Road Use Agreement dated April 1, 1965, as modified by Letter Agreement dated June 17, 1965, pursuant to which Kaiser Gypsum Company, Inc., extended to Crown Zellerbach Corporation a license to maintain and use an existing road in the NW1/4 of the SW1/4, the E1/2 of the SW1/4 of the SW1/4 and the SE1/4 of the SW1/4 of Section 4, T 9 N, R 10 W, W. M., and to construct and use a new road in the SE1/4 of the SW1/4 and the NE1/4 of the SW1/4 of said Section 4, all for the period expiring March 31, 1970.
84. Reciprocal Road Use Agreement between R. L. Gensman and Sylvia Gensman ("Gensman") and Kaiser Gypsum Company, Inc., pursuant to which Gensman was granted a permit expiring May 31, 1968, to use the road within the W1/2 of the NE1/4 of Section 30, T 10 N, R 10 W, W. M.
85. Reciprocal Road Use Agreement dated June 1, 1963, between James A. Luttrell and Madaline Luttrell ("Luttrell") and Kaiser Gypsum Company, Inc., pursuant to which Luttrells were granted a permit to use the road within the W1/2 of the NE1/4 of Section 30, T 10 N, R 10 W, W. M. for period expiring May 31, 1968.

SKAMANIA COUNTY, WASHINGTON

86. Permit dated July 7, 1965, from Longview Fibre Company to Kaiser Gypsum Company, Inc., for use of road within SW $\frac{1}{4}$ SE $\frac{1}{4}$ , Section 20, T 2 N, R 6 E, W. M., for period expiring July 7, 1970.
87. Permit No. 30773, from State of Washington, Department of Natural Resources to Kaiser Gypsum Company, Inc., dated November 23, 1965, for permit to construct and use a road across the NE $\frac{1}{4}$ NE $\frac{1}{4}$ , Section 30, T 2 N, R 6 E, W. M., and to use a road presently existing within said NE $\frac{1}{4}$ NE $\frac{1}{4}$ , all for the period expiring November 30, 1968.
88. Agreement dated September 26, 1956, between Crown Zellerbach Corporation and Fir-Tex Insulating Board, Inc. (assigned by said last named company to Kaiser Gypsum Company, Inc., on April 9, 1957) as supplemented by instruments dated December 31, 1957, December 31, 1958, December 31, 1959, December 31, 1960, and December 31, 1966, granting a permit to use a portion of the "McCloskey Creek Road" across Crown Zellerbach Corporation lands in Skamania County, Washington, for the period expiring December 31, 1967.

89. Right of Way Permit #W-02482 from United States Department of the Interior, Bureau of Land Management, to Kaiser Gypsum Company, Inc., re: Right of way across  $SE\frac{1}{4}SE\frac{1}{4}$ , Section 24, T 2 N, R 5 E, W.M., as modified by November 27, 1963, decision of the Department of the Interior, expiring December 31, 1968.
90. July 16, 1965, Letter Agreement between United States Department of the Interior, Bonneville Power Administration, and Kaiser Gypsum Company, Inc., regarding use of Bonneville Power Administration Easement Area for logging purposes in Section 29, T 2 N, R 6 E, W.M., between Towers 41 and 47, all for a period expiring July 16, 1970.
91. A non-exclusive easement for the use of a road for the transportation of logs and for the use of a fire road 30 feet in width granted to St. Helens Pulp & Paper Co., a corporation, by deed dated September 6, 1955, and recorded October 6, 1955, at Page 158 of Book 40 of Deeds, under auditor's file No. 49381, records of Skamania County, Washington.
92. Road Use Agreement dated July 29, 1960, pursuant to which Kaiser Gypsum Company, Inc., extended to Crown Zellerbach Corporation a permit to use a road located within the  $S\frac{1}{2}N\frac{1}{2}$  and the  $NW\frac{1}{4}SE\frac{1}{4}$  of Section 19, T 2 N, R 6 E, W. M., as modified by Letter Agreement of May 21, 1965, extending the term thereof to April 30, 1969.

WAHKIAKUM COUNTY, WASHINGTON

93. Road Use Agreement dated April 1, 1960, originally granted by Columbia River Packers Association, Inc., (now Castle & Cooke, Inc., Bumblebee Seafoods Division) to Kaiser Gypsum Company, Inc., as amended by Letter Agreement dated March 9, 1965, for use of a road within Lots 1 and 2 of Section 15, T 9 N, R 8 W, W.M., in Wahkiakum County, during the period expiring March 31, 1970.
94. Agreement dated January 1, 1964, pursuant to which Crown Zellerbach Corporation granted to Kaiser Gypsum Company, Inc., a permit to use a road within the  $SE\frac{1}{4}SE\frac{1}{4}$  of Section 13, T 9 N, R 6 W, W.M., during the period expiring December 31, 1968.
95. Agreement dated May 1, 1965, pursuant to which Crown Zellerbach Corporation granted to Kaiser Gypsum Company, Inc. a permit to use an existing road and construct an extension thereof within the  $S\frac{1}{2}S\frac{1}{2}SE\frac{1}{4}$  of Section 13, T 9 N, R 6 W, W.M., for the period expiring April 30, 1970.

