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Filed by: SKAMANIA COUNTY TITLE
Filed & Recorded in Official Records
of SKAMANIA COUNTY
J. MICHAEL GARVISON
AUDITOR
Fee: \$142.00

After Recording Mail To:

Moore & Van Allen PLLC
Suite 4700
100 North Tryon Street
Charlotte, North Carolina 28203-4003
Attention: Sandra M. Lazorchek, Esq.
CM#: 017625.003141

**DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND
LEASES, FIXTURE FILING AND FINANCING STATEMENT**

FINANCING STATEMENT COVERING TIMBER TO BE CUT

Coversheet Recording Information:

GRANTOR: Longview Fibre Company
GRANTEE Bank of America, N.A., as Administrative Agent
(Beneficiary):
GRANTEE Ticor Title Company
(Trustee):
ABBREVIATED SEC 1 TWP 2 RGE 5
LEGAL
DESCRIPTION: The complete legal description begins on Page A-1.

ASSESSOR'S PROPERTY TAX PARCEL ACCOUNT NUMBERS:
2050000010000

See pages ii-iii for complete list of tax parcel numbers.

RECORDING NUMBER(S) OF DOCUMENTS ASSIGNED OR
RELEASED: N/A

SKAMANIA COUNTY

Tax Parcel Number

2050000010000
2050000020200
2050000030000
2050000030100
2050000030200
2050000040000
2050000050000
2050000060000
2050000090000
2050000100000
2050000110000
2050000120000
2050000140000
2052000030000
2052500010000
2052500020000
2052500090000
2052600100000
2060000030200
2060000050000
2060000060300
2060000140100
2060000150000
2060000160000
2060000160100
2060000160200
2060000240000
2060000400000
2060000410000
2070300010000
2070300010100
2070300020000
2070900030000
2070900040000
2071600020000
3050000080000
3050000200000
3050000210000
3060000200000
3060000220000
3060000260000
3070000060000
3070000140000
3072300040000
3072400010000

6.5.
2060000140100

3072400020000
3080500020000
3080500030000
3080600040000
3080600050000
3080800030000
3081800070000
3081900020000
3083000030000
30900000470001
30900000470101
3752400020000
3752400020100
3752400040000
3752500010000
3752500010100
3752500050000
3752500060000
4072640050000
4073500010000
4752540080000
4753600010000
7050000020001
7050000110000

ATTENTION: COUNTY RECORDER — This instrument covers goods that are or are to become fixtures on the real property described herein and is to be filed for record in the records where deeds of trust on real estate are recorded. Additionally, this instrument should be appropriately indexed, not only as a deed of trust, but also as a financing statement covering goods that are or are to become fixtures on the real property described herein. This instrument also covers standing timber to be cut on the real property described herein and is to be filed for record in the records where deeds of trust on real estate are recorded. Additionally, this instrument should be appropriately indexed, not only as a deed of trust, but also as a financing statement covering standing timber to be cut on the real property described herein. The mailing addresses of Grantor (Debtor) and Beneficiary (Secured Party) are set forth in the first paragraph of this Deed of Trust.

THIS DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES, FIXTURE FILING AND FINANCING STATEMENT AND FINANCING STATEMENT COVERING TIMBER TO BE CUT (SKAMANIA COUNTY, WASHINGTON) (this "Deed of Trust") is dated as of June 13, 2006 by and from **LONGVIEW FIBRE COMPANY**, a Washington corporation ("Grantor"), whose address is 300 Fibre Way, Longview, Washington 98632, to **Ticor Title Company**, a Washington corporation ("Trustee"), whose address is 600 SW 39th Street, Suite 100, Renton, Washington 98055, for the benefit of **BANK OF AMERICA, N.A.**, in its capacity as administrative agent ("Administrative Agent") for and representative of the Secured Creditors (as hereinafter defined) (Administrative Agent, together with its successors and assigns, "Beneficiary"), having an address at Agency Management - Mail CA5-701-05-19, 1455 Market Street, 5th Floor, San Francisco, California 94103-1399. All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Credit Agreement (as hereinafter defined).

For purposes of Article 9 of the Uniform Commercial Code (RCW 62A.9A), this Deed of Trust constitutes a Security Agreement with Grantor being the Debtor and Beneficiary being the Secured Party. This Deed of Trust also constitutes a Financing Statement filed as a fixture filing pursuant to Article 9 of the Uniform Commercial Code, RCW 62A.9A-502(c). This Deed of Trust also constitutes a Financing Statement covering timber to be cut pursuant to Article 9 of the Uniform Commercial Code, RCW 62A.9A-502(c).

RECITALS

WHEREAS, the Lenders party to the Credit Agreement referred to below have made and have agreed to make loans and make certain other credit facilities available to, or for the benefit of, Grantor pursuant to that certain Credit Agreement dated as of December 23, 2005 (as it may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Grantor, Longview Fibre Paper and Packaging, Inc., a Washington corporation (the "TRS"), certain subsidiaries of the Grantor from time to time party thereto (together with the TRS and the Grantor, collectively, the "Loan Parties"), the Lenders and the Administrative Agent.

WHEREAS, pursuant to the Credit Agreement, the Lenders have appointed, and Beneficiary has agreed to act, as administrative agent for the Lenders (collectively, together with any Affiliate of a Lender holding Obligations relating to Swap Contracts, the "Secured Creditors") with respect to the Obligations.

WHEREAS, the Grantor and the other Loan Parties have requested that the Administrative Agent and the Lenders amend the Credit Agreement to, among other things, increase the amount of the maximum principal amount to be advanced under the Credit Agreement from \$550,000,000 to \$750,000,000 pursuant to the terms of a First Amendment

to Credit Agreement dated as of the date hereof among the Grantor, TRS, the Administrative Agent and the Lenders party thereto (the "First Amendment").

FOR THE PURPOSE OF SECURING payment and performance of the Secured Obligations (as such term is hereinafter defined), Grantor **GRANTS, BARGAINS, ASSIGNS, SELLS and CONVEYS**, to Trustee the Mortgaged Property, **IN TRUST, WITH POWER OF SALE**, for the benefit of Beneficiary and grants to Beneficiary a security interest in all of Grantor's right, title and interest in and to the following (the "**Mortgaged Property**") and Grantor does hereby bind itself, its successors and assigns to **WARRANT AND FOREVER DEFEND** the title to the Mortgaged Property unto Beneficiary:

A. All the tracts or parcels of land particularly described in Exhibit A attached hereto and made a part hereof (the "**Land**");

B. All Improvements (as hereinafter defined) and all appurtenances, easements, rights and privileges thereof, including all thermal energy and other geothermal resources, all of Grantor's right, title and interest in Minerals (as such term is hereinafter defined), located in, on, under or pertaining to the Land, and any and all surface access and mining or drilling rights and any and all royalty, leasehold and other contractual rights of Grantor pertaining to any of the foregoing, and all air rights, water rights and development rights;

C. All crops and all trees, of any size, any age and any species, whether now located in or on or hereafter planted or growing in or on the Land, and all timber of any size, any age and any species (whether or not merchantable), whether severed or unsevered, including standing and downed timber, timber to be cut, and stumps and cut timber remaining on the Land and all Forest Products (as such term is hereinafter defined) arising out of, generated by or from the Land, and any and all products or proceeds of any of the foregoing and wherever located (collectively the "**Timber**"), subject to rights of Persons other than Grantor pursuant to any Cutting Rights Agreement or Timber Sales Agreement;

D. All of Grantor's right, title and interest under all Cutting Rights Agreements (as such term is hereinafter defined), whether now existing or hereinafter entered into by Grantor or any predecessor or successor in interest;

E. All Fixtures (as hereinafter defined), whether now or hereafter installed, being hereby declared to be for all purposes of this Deed of Trust a part of the Land;

F. The rents, issues and profits (including royalties, revenues and other income and including all accounts (as that term is defined in the UCC referred to in Section 1.01 below)) of, from and arising out of the sale or lease of the Land, the Timber, the Minerals, the Improvements, the Forest Products and the Fixtures (the "**Rents**");

G. All accounts (as defined in the UCC) arising from the sale of any of the Mortgaged Property (the "**Accounts**");

H. All easements, permits, licenses, rights of way, road use agreements, Permits (as hereinafter defined), gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, mineral and mining rights above and below the surface, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments, and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the property hereinabove described, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Grantor, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and all the estate, right, title, interest, property, possession, claim, and demand whatsoever at law, as well as in equity, of Grantor of, in and to the same; and

I. All proceeds of the foregoing, including all judgments, awards of damages and settlements hereafter made resulting from condemnation or the taking of the Mortgaged Property or any portion thereof under the power of eminent domain, any proceeds of any policies of insurance maintained with respect to the Mortgaged Property, or the proceeds of any sale, option or contract to sell the Mortgaged Property or any portion thereof.

All of the foregoing shall be conveyed by this Deed of Trust.

TO HAVE AND TO HOLD the Mortgaged Property and all parts thereof unto Trustee, its successors and assigns forever subject, however, to the terms and conditions herein:

Grantor covenants and agrees with Beneficiary as follows:

ARTICLE I

1.01 Certain Defined Terms. As used in this Deed of Trust the following terms shall have the following meanings:

Accounts: As defined in Granting Paragraph G. of this Deed of Trust.

Administrative Agent: As defined in the introductory paragraph of this Deed of Trust.

Appurtenant Easement: Such agreements, licenses, permits, easements, rights of way and other arrangements whereby Grantor, its successors, assigns, subsidiaries and affiliates, was granted access to portions of the Land over the land of other entities and/or persons.

Authorizations: Any and all permits, entitlements, licenses, orders, approvals, exemptions, authorizations, certifications, franchises, environmental approvals (including any environmental impact statement or report required under applicable law for Grantor's acquisition or disposition of the Land or harvesting of the Timber or for any other operations of Grantor) on the Land, water appropriative rights and permits, zoning and land use entitlements and other authorizations, whether now existing or hereafter issued to or obtained

by or on behalf of Grantor relating to the development, occupancy, ownership, management and use of, and/or the Timber harvesting, cutting and sales operations conducted on or from, the Mortgaged Property.

Credit Agreement: As defined in the Recitals of this Deed of Trust.

Cutting Rights Agreements: Any and all agreements, contracts, arrangements or other contractual obligations, whereby Grantor or its predecessors in interest have granted, grant or will grant to another Person the right to cut, harvest or otherwise remove Timber from any of the Land for the use and benefit of Persons other than Grantor, including but not limited to stumpage agreements and severance agreements.

Event of Default: As defined in Section 3.01 hereof.

Fixtures: All fixtures located upon or within the Improvements or now or hereafter installed in, or used in connection with any of the Improvements, whether or not permanently affixed to the Land or the Improvements, and all additions, substitutions and replacements thereof.

Forest Products: Any and all logs, timber, lumber, finished or milled lumber, bark, sawdust, logging and milling waste, hog fuel, wood chips, all timber and lumber subject to any manufacturing process, all raw material and work in progress, and all goods, inventory and other timber products, now or hereafter owned or acquired by Grantor or in which Grantor has an interest, in each case as derived from the Land.

Impositions: All real estate and personal property and other taxes and assessments, water and sewer rates and charges levied or assessed upon or with respect to the Mortgaged Property, all severance, Forest Products, harvesting, ad-valorem and any other additional or special taxes and assessments imposed or levied upon the Timber and/or Grantor's timber sales, severance and harvesting operations, and all other governmental charges and any interest or costs or penalties with respect thereto, ground rent and charges for any easement or agreement maintained for the benefit of the Mortgaged Property, general and special, ordinary and extraordinary, foreseen or unforeseen, of any kind and nature whatsoever that at any time prior to or after the execution of the Loan Documents may be assessed, levied, imposed, or become a lien upon the Mortgaged Property or the rent or income received therefrom, or any use or occupancy thereof; and any and all other charges, expenses, payments, claims, mechanics', material suppliers', loggers, lumberman's, woodworkers' or timberland owners' liens or assessments of any nature, if any, which are or may become a lien upon the Mortgaged Property or the rent or income received therefrom.

Improvements: All buildings, structures and other improvements and appurtenances, located on the Land, and all improvements, additions, substitutions and replacements thereof, and other buildings and improvements, at any time hereafter constructed or placed upon the Land.

Land: As defined in Granting Paragraph A. of this Deed of Trust.

Laws and Restrictions: All federal, state, regional, county, local and other laws, regulations, orders, codes, ordinances, rules, statutes and policies, restrictive covenants and other title encumbrances, and Authorizations.

Leases: Any and all present or future leasehold interests of Grantor, as lessor, including subleases and tenancies following attornment, and other agreements providing for the use or occupancy of any portion of the Land (other than Cutting Rights Agreements and for access to, through or across the Land) and/or the Improvements, together with any amendments, modifications, renewals and extensions thereof, and all guaranties of the obligations of the party or parties thereof (other than Grantor).

Minerals: All oil, gas, hydrocarbons, gravel, sand, dirt, rock, phosphate, limerock, coal and other mineral resources and subterranean substances.

Permits: All permits, licenses, rights of way or easements and road use agreements, whereby Grantor, its successors, assigns, subsidiaries, or affiliates was (or were) granted access to certain portions of the Land by the United States and its various agencies and departments, the State of Washington and its various agencies and departments (including its counties and municipalities, incorporated or unincorporated) or any third party.

Receiver: Any Beneficiary, receiver, custodian, fiscal agent, liquidator or similar officer.

Rents: As defined in Granting Paragraph F. of this Deed of Trust.

Secured Creditors: As defined in the Recitals of this Deed of Trust.

Secured Obligations: All Obligations (as defined in the Credit Agreement) of any Credit Party (as defined in the Credit Agreement). The maximum principal amount to be advanced pursuant to the Credit Agreement and promissory note(s) secured by this Deed of Trust is \$750,000,000.

Timber: As defined in Granting Paragraph C. of this Deed of Trust.

Timber Sales Agreements: All agreements and contracted obligations whereby a landowner, as seller, may become obligated to cut, harvest or otherwise remove Timber harvested from the Land of such landowner and to sell, exchange or deliver such Timber to Persons other than such landowner.

UCC: The Uniform Commercial Code of Washington or, if the creation, perfection and enforcement of any security interest herein granted is governed by the laws of a state other than Washington, then, as to the matter in question, the Uniform Commercial Code in effect in that state.

1.01 Terms Defined in the Credit Agreement. As set forth in the introductory paragraph of this Deed of Trust, all capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Credit Agreement.

ARTICLE II

2.01 Performance of Loan Documents and Deed of Trust. Grantor will perform, observe and comply or will cause the performance, observation, or compliance with all provisions of this Deed of Trust and of the Loan Documents and duly and punctually will pay, or will cause payment to be made to Beneficiary of the sum of money expressed in the Loan Documents, with interest thereon and all other sums required to be paid by Grantor pursuant to the provisions of this Deed of Trust or the Loan Documents, all without any deductions or credit for taxes or other similar charges paid by Grantor.

2.02 Other Taxes and Utilities.

(a) Grantor will pay before delinquent all taxes, assessments, water rates, dues, charges, fines and Impositions of every nature whatsoever imposed, levied or assessed or to be imposed, levied or assessed upon or against the Mortgaged Property or any part thereof, or upon the interest of Beneficiary in the Mortgaged Property, this Deed of Trust, or the Loan Documents, as well as all income taxes, assessments and other governmental charges lawfully levied and imposed by the United States of America or any state, county, municipality, borough or other taxing authority upon Grantor or in respect of the Mortgaged Property or any part thereof, or any other charge which, if unpaid, would become a lien or charge upon the Mortgaged Property, in each case, except for those which are being contested in good faith by appropriate proceedings diligently conducted and for which adequate reserves have been provided in accordance with GAAP. Upon reasonable request by Beneficiary and upon sufficient notice, Grantor shall promptly provide proof of payment of such Impositions.

(b) Grantor will pay promptly all charges by utility companies, whether public or private, for electricity, gas, water, sewer, or other utilities furnished to the Land.

2.03 Insurance.

(a) Grantor shall, at its sole cost and expense, maintain for the benefit of Beneficiary, Comprehensive General Liability in amounts and covering such risks and liabilities and with such deductibles as approved by Beneficiary as of the date hereof.

(b) All policies of insurance required by this Deed of Trust (i) shall be in form reasonably satisfactory to Beneficiary and written with insurance companies reasonably satisfactory to Beneficiary, (ii) with respect to general liability insurance, shall name Beneficiary as an additional insured, (iii) with respect to property insurance, if any, maintained pursuant to this Deed of Trust, shall name Beneficiary as a "Lender Loss Payee" and shall contain a Standard Beneficiary's Loss Payable endorsement and other non-contributory standard beneficiary protection clauses reasonably acceptable to Beneficiary,

and, at Beneficiary's option, a waiver of subrogation rights by the insurer, (iv) shall contain an agreement by the insurer that such policy shall not be cancelled without at least thirty (30) days' prior written notice to Beneficiary, and (v) shall contain such other provisions as Beneficiary reasonably deems necessary to protect its interests. Grantor shall obtain such endorsements and increases in coverages, as requested by Beneficiary (provided the same are available at commercially reasonable rates) to prevent the application of any coinsurance contributions on a loss.

(c) In the event a blanket policy is used to satisfy Grantor's responsibilities under this Section 2.03, in addition to such other requirements set forth herein, Grantor shall deliver to Beneficiary a certificate of insurance from an authorized representative of such insurer indicating that Beneficiary is Additional Insured and/or Lender Loss Payee under such policies and designating the amount of such insurance applicable to the Mortgaged Property.

(d) Self-insurance (other than the applicable deductibles and/or self-insurance retentions, to the extent applicable, approved by Beneficiary) shall not be employed to satisfy the requirements of this Section 2.03.

2.04 Condemnation; Immaterial Transfers and Partial Releases.

(a) If all or any part of the Mortgaged Property shall be damaged or taken through condemnation (which term when used in this Deed of Trust shall include any damage or taking by any Governmental Authority, and any transfer by private sale in lieu thereof), either temporarily or permanently, such action shall be treated as a sale of such Mortgaged Property for purposes of the Loan Documents. All compensation, awards, and other payments or relief therefor shall be applied in accordance with the applicable provisions of the Credit Agreement. If an Event of Default shall have occurred, Beneficiary shall be authorized, at its option, to commence, appear in and prosecute, in its own or Grantor's name, any action or proceedings relating to any condemnation, and to settle or compromise any claim in connection therewith.

(b) In addition to the foregoing, Grantor may, without the consent of Beneficiary, (i) make immaterial Transfers of portions of the Mortgaged Property to Governmental Authorities for dedication or public use or portions of the Mortgaged Property to third parties for private use of the Mortgaged Property for roadways and other easements, and (ii) grant easements, restrictions, covenants, reservations and rights of way in the ordinary course of business for (A) access, water and sewer lines, telephone and telegraph lines, electric lines, telecommunications leases and other utilities or for other similar purposes and (B) access to and conveyance of Minerals, provided that no such transfer, conveyance or encumbrance set forth in the foregoing clauses (i) and (ii) shall materially impair the utility and operation of the Mortgaged Property or have a Material Adverse Effect on the value of the Mortgaged Property taken as a whole. In connection with any Transfer permitted pursuant to this Section 2.04 and subject to Grantor's compliance with Section 6.14 of the Credit Agreement, Beneficiary shall execute and deliver any instrument necessary or reasonably appropriate and in the form reasonably acceptable to the Beneficiary, in the case of the Transfers referred to in

clause (i) above, to release the portion of the Mortgaged Property affected by such taking or such Transfer from the Lien of this Deed of Trust or, in the case of clause (ii) above, to subordinate the Lien of the Deed of Trust to such easements, restrictions, covenants, reservations and rights of way or other similar grants upon receipt by Beneficiary of: (a) ten (10) days prior written notice thereof; (b) a copy of the instrument or instruments of Transfer; and (c) a certificate of a Responsible Officer stating (x) with respect to any Transfer, the consideration, if any, being paid for the Transfer and (y) that such Transfer does not materially impair the utility and operation of the Property, materially reduce the value of the Mortgaged Property or have a Material Adverse Effect.

As used herein, **Transfer** shall mean directly or indirectly sell, assign, convey, transfer, pledge, hypothecate, encumber, grant a security interest in, exchange or otherwise dispose of any beneficial interest or grant any option or warrant with respect to, or where used as a noun, a direct or indirect sale, assignment, conveyance, transfer, pledge or other disposition of any beneficial interest by any means whatsoever whether voluntary, involuntary, by operation of law or otherwise.

(c) The Grantor may, at any time and from time to time, without liability therefore and without prior notice to or consent of the Beneficiary, in the ordinary course of its business, subordinate this Deed of Trust, or release the lien of this Deed of Trust, or make a Transfer free from this Deed of Trust of that portion of the Mortgaged Property relating to mineral, rock, gravel, coal, gas or gas storage rights as may be necessary solely for the express purpose of granting, amending, supplementing or releasing such mineral, rock, gravel, coal, gas or gas storage rights, in each case so long as such actions do not result in a material impairment of the value or marketability of the Mortgaged Property. In all cases the Trustee shall confirm to third parties the right and power of the Grantor to do the foregoing.

2.05 Care of the Mortgaged Property.

(a) Except for the harvesting of timber and the building of road and Improvements consistent with such harvesting activity in the ordinary course of the Grantor's business, Grantor will preserve and maintain the Mortgaged Property in a manner consistent with its current condition, normal wear and tear excepted, and will not commit or suffer any waste (which term does not include timber harvest or other timber operations in the ordinary course of business or forest fires, landslides, floods, or any other casualty losses or acts of God). Grantor will manage, and will cause Persons other than Grantor with rights in the Timber to manage, all Timber on the Land in a manner consistent with sound forestry practices. Grantor will conduct, and will cause Persons other than Grantor with rights in the Timber to conduct, all harvesting operations on the Land in accordance with generally accepted sound forestry practices and procedures and shall use reasonable care to avoid unnecessary damage to remaining Timber on the Land. Grantor shall not conduct any harvesting operations on the Land except as may be permissible under its status as a REIT.

(b) If the Mortgaged Property or any part thereof is damaged by fire or any other cause which is apparent after its occurrence and quantifiable which results in a loss in excess

of \$250,000 per occurrence (or which results in aggregate losses in excess of \$5,000,000 over the term of the Secured Obligations), Grantor will give prompt written notice of the same to Beneficiary.

(c) Grantor will comply promptly in all material respects with all present and future laws, ordinances, rules and regulations of any Governmental Authority affecting the Mortgaged Property or any part thereof, including, without limitation, all laws, ordinances, rules (other than safe harbor guidelines under the Endangered Species Act or similar rules pertaining to natural resources, so long as such failure to comply with such rules could not reasonably be expected to have a material adverse effect on the value or marketability of the Mortgaged Property or otherwise cause a Material Adverse Effect) and regulations relating to timber harvesting, zoning, building codes, set back requirements and environmental matters, and with all present and future restrictive covenants affecting the Mortgaged Property.

(d) If a part of the Mortgaged Property shall be physically damaged through condemnation, Grantor will restore promptly, repair or alter the remaining property in a manner reasonably satisfactory to continue Grantor's operations on the Mortgaged Property or to protect the value of the Mortgaged Property in accordance with prudent business practices in the timber industry.

(e) Grantor covenants that it will not commit any acts, and will take no action, that would release or materially impair either the Permits or Appurtenant Easements and will take all actions reasonably necessary to keep the Permits and Appurtenant Easements in full force and effect, except to the extent such Permit or Appurtenant Easement serves Land that is disposed of in a transaction permitted by the Credit Agreement or as otherwise necessary or desirable in the ordinary course of the Grantor's business.

2.06 Further Assurances; After Acquired Property. At any time, and from time to time, upon request by Beneficiary, Grantor will make, execute and deliver or cause to be made, executed and delivered, to Beneficiary and, where appropriate, to cause to be recorded and/or filed and from time to time thereafter to be rerecorded and/or refiled at such time and in such offices and places as shall reasonably be deemed desirable by Beneficiary any and all such other and further Mortgages, instruments of further assurance, certificates and other documents as may, in the reasonable opinion of Beneficiary, be necessary or desirable in order to effectuate, complete, enlarge, or perfect, or to continue and preserve the obligation of Grantor under the Loan Documents and this Deed of Trust, and the lien of this Deed of Trust as a first and prior lien upon all of the Mortgaged Property, whether now owned or hereafter acquired by Grantor. Upon any failure by Grantor so to do within a reasonable time after Beneficiary's request, Beneficiary may make, execute, and record any and all such mortgages, instruments, certificates, and documents for and in the name of Grantor and Grantor hereby irrevocably appoints Beneficiary the agent and attorney-in-fact of Grantor so to do. The lien hereof will automatically attach, without further act, to all after acquired property attached to and/or used in the operation of the Mortgaged Property or any part thereof.

2.07 Timber Contracts Affecting Mortgaged Property. Grantor will comply with and observe its obligations as landlord under all Leases and its obligations, if any, under all contracts for sale and harvesting of timber affecting the Mortgaged Property or any part thereof. If requested by Beneficiary, Grantor will furnish Beneficiary with executed copies of all Cutting Rights Agreements and other timber contracts entered into by Grantor and its Affiliates now or hereafter created with respect to all or any part of the Mortgaged Property. If requested by Beneficiary, Grantor will separately assign to Beneficiary as additional security any and all such Cutting Rights Agreements and other timber contracts whether now existing or hereafter created, including, without limitation, all Rents, royalties, issues, and profits of the Mortgaged Property from time to time accruing. The Grantor shall not enter into or otherwise become a party to any Timber Sales Agreement.

2.08 Performance by Beneficiary of Defaults by Grantor. If Grantor shall default in the payment of any tax, lien, assessment, charge or other Imposition levied or assessed against the Mortgaged Property; in the payment of any utility charge, whether public or private; in the payment of insurance premium; in the procurement of insurance coverage and the delivery of evidence of the insurance policies required hereunder; or in the performance or observance of any covenant, condition, or term of this Deed of Trust, then subject to Grantor's right to contest and cure set forth in the applicable Loan Documents, Beneficiary, at its option, may perform or observe the same, and all payments made for costs or reasonably incurred by Beneficiary in connection therewith, shall be secured hereby and shall be immediately repaid, upon demand, by Grantor to Beneficiary with interest thereon at a rate equal to the Default Rate. Beneficiary, acting in a commercially reasonable manner, shall determine the legality, validity and priority of any such tax, lien, assessment, charge, claim and premium; of the necessity for any such actions; and of the amount necessary to be paid in satisfaction thereof. Beneficiary is hereby empowered to enter and to authorize others, on its behalf, to enter upon the Mortgaged Property or any part thereof for the purpose of performing or observing any such defaulted covenant, condition or term, without thereby becoming liable to Grantor or any person in possession holding under Grantor except to the extent of the gross negligence or willful misconduct of Beneficiary or any person claiming through Beneficiary.

2.09 Indemnity and Attorneys' Fees. Grantor will indemnify, defend, protect and hold Beneficiary harmless from any and all liability, loss, claims, damage, cost or expense (including reasonable attorneys' fees whether incurred at the trial or appellate level, in an arbitration proceeding, in bankruptcy (including, without limitation, any adversary proceeding, contested matter or motion) or otherwise) that Beneficiary may or might incur hereunder, or in connection with the making or administering of the Secured Obligations, the enforcement of any of Beneficiary's rights or remedies hereunder or the other Loan Documents, any action taken by Beneficiary hereunder or thereunder, whether or not suit is filed, or by reason or in defense of any and all claims and demands whatsoever that may be asserted against Beneficiary arising out of the Mortgaged Property, or any part thereof or interest therein, or as to which it becomes necessary to defend or uphold the lien of this Deed of Trust or other Loan Documents, except to the extent that such claim is the result of the bad faith, gross negligence or willful misconduct of Beneficiary or any person claiming through

Beneficiary. Should Beneficiary incur any such liability, loss, claim, damage, cost or expense, Beneficiary shall give Grantor notice thereof and the amount thereof with interest thereon at the Default Rate shall be payable by Grantor immediately without demand, shall be secured by this Deed of Trust, and shall be part of the obligations secured hereby.

In the event suit or action is instituted to enforce any of the terms of this Deed of Trust, the prevailing party shall be entitled to recover its reasonable attorneys' fees at trial, on any appeal, on any petition for review, in an arbitration proceeding, and in any bankruptcy proceeding in addition to all other sums provided by law. Whether or not any court action is involved, all reasonable expenses incurred by Beneficiary that are necessary at any time in Beneficiary's reasonable opinion for the protection of its interest or the enforcement of its rights shall become a part of the obligations payable on demand and shall bear interest from the date of expenditure until repaid at the applicable rate of interest provided in the Credit Agreement. Expenses covered by this section include (without limitation) the cost of searching records, obtaining title reports, surveyors' reports, attorneys' opinions, title insurance, and fees for the Trustee.

2.10 Inspection of Mortgaged Property. Grantor hereby grants to Beneficiary, its agents, employees, consultants and contractors, the right to inspect Grantor's books, accounts, records and reports upon reasonable prior notice during regular business hours, and the right to enter upon the Mortgaged Property for the purpose of making any and all inspections, reports, tests, inquiries and reviews as Beneficiary may deem necessary to assess the then-current condition of the Mortgaged Property and Beneficiary agrees that the Mortgaged Property will not be disturbed as a result of such tests. Beneficiary shall exercise commercially reasonable business practices in coordinating inspections with Grantor's corporate office in a manner that does not unduly interfere with the conduct of Grantor's ordinary business operations.

2.11 Tax Receipts. Grantor will deliver to Beneficiary, upon sufficient notice after reasonable demand made therefor, bills showing the payment to the extent then due of all taxes, assessments (including those payable in periodic installments), or any Imposition that may have become a lien upon the Mortgaged Property or any part thereof.

2.12 Reimbursement. Any amount paid by Beneficiary for any tax, stamp tax, assessment, water rate, sewer rate, insurance premium, repair, rent charge, debt, claim, inspection or lien having priority over this Deed of Trust, shall (a) bear interest at the Default Rate from the date of payment by Beneficiary, (b) constitute additional indebtedness secured by this Deed of Trust, prior to any right, title or interest in or claim upon the Mortgaged Property attaching or accruing subsequent to the lien of this Deed of Trust, (c) be secured by this Deed of Trust, and (d) be payable by Grantor to Beneficiary upon demand.

2.13 Authorizations. Grantor hereby agrees not to amend, supplement, cancel, surrender, allow to expire (other than expiration of the term thereof), terminate, release or waive any material Authorization or any material provision thereof, issued to it and required

for the use, occupancy, operation, management, repair or maintenance of the Mortgaged Property or for the management, cutting, harvesting, or other disposition of the Timber, or permit any of the foregoing without the prior written consent of Beneficiary if such action is reasonably likely to have a Material Adverse Effect. Consent to one amendment, supplement, cancellation, surrender, expiration, termination, release or waiver shall not be deemed to be a waiver of the right to require consent to other, further or successive amendments, supplements, cancellations, surrenders, expirations, terminations, releases or waivers. Any such amendment, supplement, cancellation, surrender, expiration, termination, release or waiver, whether oral or in writing, made without the prior written consent of Beneficiary shall, to the extent permitted by law, not be valid or effective against Beneficiary. Grantor shall not take any action or omit to take any action which would adversely affect, or permit the suspension, expiration, termination, non-renewal or revocation, of any Authorizations which would reasonably be expected to have a Material Adverse Effect. Grantor agrees promptly to notify Beneficiary in writing with respect to any default or alleged default by Grantor under any such Authorization or the commencement of any investigations, hearings or proceedings that specifically involve any such Authorization and could reasonably be likely to lead to modification, suspension, termination, nonrenewal or revocation of any such Authorization if such action would reasonably be expected to have a Material Adverse Effect. Grantor shall also promptly deliver to Beneficiary copies of all notices, demands, complaints or other communications received or given by it with respect to any such default or alleged default or such investigation, hearing or proceeding.

2.14 Leasing. Grantor will not further assign the Leases or pledge, transfer, mortgage or otherwise encumber or assign future payments of Rents except in connection with a disposition of the Mortgaged Property encumbered by such Lease which is permitted under the Loan Documents. Except for Leases for communications equipment and facilities, mineral leases, gas reservoir leases, energy transmission agreements and access agreements (public and private) and agreement with municipalities for water lines, recreational leases, hunting leases and such other leases made in the ordinary course of business by Grantor consistent with prior practice which do not have a Material Adverse Effect or other material adverse effect on the use of the Mortgaged Property for commercial timber management, a material adverse effect upon the value or marketability of the Mortgaged Property or a material adverse effect on legal or physical access to the Mortgaged Property, or as otherwise permitted under the Loan Documents, Grantor shall not, without the prior written consent of Beneficiary, which will not be unreasonably withheld, (a) enter into any Leases of or relating to all or any part of the Mortgaged Property or renew or extend any such agreements or (b) amend, modify or alter in any material manner any Leases.

ARTICLE III

3.01 Event of Default. The term "Event of Default", wherever used in this Deed of Trust, shall mean (a) an Event of Default as defined in the Credit Agreement, or (b) Grantor defaults in the performance of or compliance with any term contained herein and such default is not remedied within thirty (30) days after the earlier of (i) a Responsible Officer (as defined in the Credit Agreement) of Grantor becoming aware of the existence of a default; and (ii)

Grantor having received written notice of the same from Beneficiary; provided, however, with respect to defaults of Sections 2.05(a), 2.05(c), 2.05(d) or 2.06 of this Deed of Trust, if such default is of such a nature that it cannot with reasonable effort be completely cured within such 30-day period, then such 30-day cure period may be extended for such additional period of time as may be reasonably necessary to cure such default, so long as Grantor commences such cure within such 30-day period and diligently prosecutes same until a complete cure, but in no event shall such cure period exceed a total of ninety (90) days (including the initial 30-day period).

3.02 Acceleration of Maturity. If an Event of Default shall have occurred, then the entire principal amount of the Secured Obligations secured hereby with interest accrued thereon shall, at the option of Beneficiary and subject to the provisions of the applicable Loan Documents, become due and payable without notice or demand, time being of the essence; and any omission on the part of Beneficiary to exercise such option when entitled to do so shall not be considered as a waiver of such right.

3.03 Right of Beneficiary to Enter and Take Possession.

(a) If an Event of Default shall have occurred and be continuing, Grantor, upon demand of Beneficiary, shall forthwith surrender to Beneficiary the actual possession, and if and to the extent permitted by law, Beneficiary may enter and take possession, of all the Mortgaged Property, and may exclude Grantor and its agents and employees wholly therefrom.

(b) Upon every such entering upon or taking of possession, Beneficiary may hold, store, use, operate, manage, and control the Mortgaged Property and conduct the business thereof, and, from time to time (i) make all necessary and proper maintenance, repairs, renewals, replacements, additions, betterments, and improvements thereto and thereon and purchase or otherwise acquire additional fixtures, personalty, and other property to the extent any of the aforementioned are applicable to Timber properties; (ii) insure or keep the Mortgaged Property insured; (iii) manage and operate the Mortgaged Property and exercise all the rights and powers of Grantor in Grantor's name (in the event a receiver is appointed) or otherwise (including, without limitation, selling and harvesting timber), with respect to the same; (iv) enter into any and all agreements with respect to the exercise by others of any of the powers herein granted Beneficiary, all as Beneficiary from time to time may determine to be to its best advantage; and Beneficiary may collect and receive all the income, revenues, rents, issues and profits of the same including those past due as well as those accruing thereafter, and, after deducting (A) all reasonable expenses of taking, holding, managing, and operating the Mortgaged Property (including compensation for the services of all persons employed for such purposes); (B) the reasonable cost of all such maintenance, repairs, renewals, replacements, additions, betterments, improvements, purchases, and acquisitions; (C) the cost of such insurance; (D) such taxes, assessments, and other charges prior to the lien of this Deed of Trust as Beneficiary may determine to pay; (E) other proper charges upon the Mortgaged Property or any part thereof; and (F) the reasonable compensation, expenses, and disbursements of the attorneys and agents of Beneficiary; shall apply the remainder of the

moneys so received by Beneficiary to the payment of accrued interest, and to the payment of overdue installments of principal, all in such order and priority as Beneficiary may determine in accordance with the terms of the Loan Documents.

(c) Whenever all such Events of Default have been cured and satisfied, Beneficiary may, at its option, surrender possession of the Mortgaged Property to Grantor, its successors or assigns. The same right of taking possession, however, shall exist if any subsequent Event of Default shall occur and be continuing.

3.04 Receiver.

(a) If an Event of Default shall have occurred and be continuing, Beneficiary, upon application to a court of competent jurisdiction, shall be entitled, without notice and without regard to the adequacy of any security for the indebtedness hereby secured or the solvency of any party bound for its payment, to appoint a receiver to take possession of and to operate the Mortgaged Property and to collect the rents, profits, issues, and revenues thereof.

(b) Grantor will pay to Beneficiary upon demand all reasonable expenses, including receiver's fees, attorney's fees and costs, and agent's compensation, incurred pursuant to the provisions contained in this Section 3.04; and all such expenses shall be secured by this Deed of Trust.

3.05 Beneficiary's Power of Enforcement. If an Event of Default shall have occurred and be continuing, Beneficiary may, either with or without entry or taking possession as hereinabove provided or otherwise, proceed by suit or suits at law or in equity or any other appropriate proceeding or remedy (a) to enforce payment of the Loan Documents or the performance of any term thereof or any other right, (b) to foreclose this Deed of Trust and to sell the Mortgaged Property, in accordance with applicable law, and (c) to pursue any other remedy available to it, all as Beneficiary shall deem most effectual for such purposes. Beneficiary shall take action either by such proceedings or by the exercise of its powers with respect to entry or taking possession, as Beneficiary may determine.

3.06 Power of Sale.

(a) If an Event of Default shall have occurred and be continuing, Beneficiary may institute proceedings for the foreclosure of this Deed of Trust, either by judicial action or by power of sale, in which case the Mortgaged Property may be sold for cash or credit in one or more parcels as Beneficiary may determine. With respect to any notices required or permitted under the UCC, Grantor agrees that ten (10) days' prior written notice shall be deemed commercially reasonable. At any such sale by virtue of any judicial proceedings, power of sale, or any other legal right, remedy or recourse, the title to and right of possession of any such property shall pass to the purchaser thereof, and to the fullest extent permitted by law, Grantor shall be completely and irrevocably divested of all of its right, title, interest, claim, equity, equity of redemption, and demand whatsoever, either at law or in equity, in and to the property sold and such sale shall be a perpetual bar both at law and in equity against Grantor,

and against all other Persons claiming or to claim the property sold or any part thereof, by, through or under Grantor. Beneficiary or any holder of the Secured Obligations may be a purchaser at such sale and if Beneficiary is the highest bidder, Beneficiary may credit the portion of the purchase price that would be distributed to Beneficiary against the Secured Obligations in lieu of paying cash. Following the completion of a judicial foreclosure or a trustee's sale of all or a portion of the security for the obligations secured hereby, to the fullest extent permitted by law, Beneficiary may seek and obtain a deficiency judgment.

(b) If any Event of Default shall have occurred and be continuing, Beneficiary may exercise in respect of the Mortgaged Property, in addition to all other rights and remedies provided for herein or otherwise available to it, all the rights and remedies of a secured party on default under the UCC, and also may (i) enter onto the property where any Mortgaged Property is located and take possession thereof with or without judicial process, (ii) prior to the disposition of the Mortgaged Property, store, process, repair or recondition the Mortgaged Property or otherwise prepare the Mortgaged Property for disposition in any manner to the extent Beneficiary reasonably deems appropriate to the extent any of the aforementioned are applicable to Timber properties, (iii) take possession of any Beneficiary's premises or place custodians in exclusive control thereof, remain on such premises and use the same and any of Grantor's equipment for the purpose of completing any work in process, taking any actions described in the preceding clause (iv) and collecting any Secured Obligation, (v) without notice except as specified below, sell the Mortgaged Property or any part thereof in one or more parcels at public or private sale, at any of Beneficiary's offices or elsewhere, for cash, on credit or for future delivery, at such time or times and at such price or prices and upon such other terms as Beneficiary may deem commercially reasonable. Each purchaser at any such sale shall hold the property sold absolutely free from any claim or right on the part of Grantor, and Grantor hereby waives (to the extent permitted by applicable law) all rights of redemption, stay and/or appraisal which it now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted. Beneficiary shall not be obligated to make any sale of Mortgaged Property regardless of notice of sale having been given. Beneficiary may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. Grantor hereby waives any claims against Beneficiary arising by reason of the fact that the price at which any Mortgaged Property may have been sold at such a private sale was less than the price which might have been obtained at a public sale, even if Beneficiary accepts the first offer received and does not offer such Mortgaged Property to more than one offeree. If the proceeds of any sale or other disposition of the Mortgaged Property, together with all other Collateral (as defined in the Credit Agreement) are insufficient to pay all the Secured Obligations, Grantor shall be liable for the deficiency and the reasonable fees of any attorneys employed by Beneficiary to collect such deficiency. Grantor further agrees that a breach of any of the covenants contained in this Section will cause irreparable injury to Beneficiary, that Beneficiary has no adequate remedy at law in respect of such breach and, as a consequence, that each and every covenant contained in this Section shall be specifically enforceable against Grantor, and Grantor hereby waives and agrees not to assert any defenses against an action for specific performance of

such covenants except for a defense that no default has occurred giving rise to the Secured Obligations becoming due and payable prior to their stated maturities.

3.07 Postponement of Sale. Trustee or the attorney for Trustee, or any agent designated by Trustee or the attorney conducting the sale, may postpone sale of all or any portion of the Mortgaged Property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at such subsequently noticed sale, and without further notice make such sale at the time fixed by the last postponement, or may, in its discretion, give a new notice of sale.

3.08 Application of Foreclosure Proceeds. The proceeds of any foreclosure sale pursuant to Section 3.06 shall be applied as follows:

(a) First, to the expenses of making the sale, including a reasonable attorneys' fee for such services as may be necessary in the collection of said indebtedness or the foreclosure of this Deed of Trust;

(b) Second, to the repayment of any money, with interest thereon at a rate equal to the Default Rate which Beneficiary may have paid, or become liable to pay, or which it may then be necessary to pay for taxes, insurance, assessments or other charges, liens, or debts as hereinabove provided;

(c) Third, to the payment and satisfaction of the Secured Obligations in the manner set forth in the Credit Agreement; and

(d) Fourth, the balance, if any, shall be paid to the party or parties appearing of record to be the owner of the Mortgaged Property at the time of the sale entitled to such surplus after deducting any reasonable expense of ascertaining who is such owner.

3.09 Beneficiary's Option on Foreclosure. At the option of Beneficiary, this Deed of Trust may be foreclosed as provided by law or in equity, in which event a reasonable attorney's fee shall, among other costs and expense, be allowed and paid out of the proceeds of the sale. In the event Beneficiary exercises its option to foreclose the Deed of Trust in equity, Beneficiary may, at its option, foreclose this Deed of Trust subject to the rights of any tenants of the Mortgaged Property, and the failure to make any such tenants party defendants to any such foreclosure proceeding and to foreclose its rights will not be, nor be asserted to be by Grantor, a defense to any proceedings instituted by Beneficiary to collect the sum secured hereby, or any deficiency remaining unpaid after the foreclosure sale of the Mortgaged Property.

3.10 Waiver of Exemption. Grantor waives, to the extent permitted by law, all rights of exemption pertaining to real or personal property as to any indebtedness secured by or that may be secured by this Deed of Trust, and Grantor waives the benefit of any statute regulating the obtaining of a deficiency judgment.

3.11 Suits to Protect the Mortgaged Property. Beneficiary shall have power (a) to institute and maintain such suits and proceedings as it may deem expedient to prevent any material impairment of the Mortgaged Property by any acts which may be unlawful or any violation of this Deed of Trust, (b) to preserve or protect its interest in the Mortgaged Property and in the income, revenues, rents, and profits arising therefrom, and (c) to restrain the enforcement of or compliance with any legislation or other governmental enactment, rule, or order that may be unconstitutional or otherwise invalid, if the enforcement of or compliance with such enactment, rule or order would materially impair the security hereunder or be materially prejudicial to the interest of Beneficiary.

3.12 Delay or Omission No Waiver. No delay or omission of Beneficiary to exercise any right, power, or remedy accruing upon any default shall exhaust or impair any such right, power, or remedy or shall be construed to be a waiver of any such default, or acquiescence therein; and every right, power, and remedy given by this Deed of Trust to Beneficiary may be exercised from time to time and as often as may be deemed expedient by Beneficiary.

3.13 No Waiver of One Default to Affect Another, etc. No waiver of any default hereunder shall extend to or shall affect any subsequent or any other then existing default or shall impair any rights, powers, or remedies consequent thereon. If Beneficiary (a) grants forbearance on or an extension of time for the payment of any sums secured hereby; (b) takes other or additional security for the payment thereof; (c) waives or does not exercise any right granted herein or in the Loan Documents; (d) releases any part of the Mortgaged Property from the lien of this Deed of Trust or otherwise changes any of the terms of the Loan Documents or this Deed of Trust; (e) consents to the filing of any map, plat, or replat thereof; (f) consents to the granting of any easement thereon; or (g) makes or consents to any agreement subordinating the lien or charge hereof, any such act or omission shall not release, discharge, modify, change, or affect the original liability under the Loan Documents, this Deed of Trust or otherwise of Grantor or any subsequent purchaser of the Mortgaged Property or any part thereof, or any maker, co-signer, endorser, surety, or guarantor; nor shall any such act or omission preclude Beneficiary from exercising any right, power, or privilege herein granted or intended to be granted in the event of any other default then made or of any subsequent default, nor, except as otherwise expressly provided in an instrument or instruments executed by Beneficiary, shall the lien of this Deed of Trust, be altered thereby. In the event of the sale or transfer by operation of law or otherwise of all or any part of the Mortgaged Property without the release thereof from this Deed of Trust, Beneficiary, at its option, without notice to any person or corporation hereby is authorized and empowered to deal with any such vendee or transferee with reference to the Mortgaged Property or the indebtedness secured hereby, or with reference to any of the terms or conditions hereof, as fully and to the same extent as it might deal with the original parties hereto and without in any way releasing or discharging any of the liabilities or undertakings hereunder.

3.14 Discontinuance of Proceedings - Position of Parties, Restored. In case Beneficiary shall have proceeded to enforce any right or remedy under this Deed of Trust by foreclosure, entry, or otherwise, and such proceedings shall have been discontinued or

abandoned for any reason, or shall have been determined adversely to Beneficiary, then and in every such case Grantor and Beneficiary shall be restored to their former positions and rights hereunder, and all rights, powers, and remedies of Beneficiary shall continue as if no such proceeding has been taken. Beneficiary shall have all rights, remedies and recourses granted in the Loan Documents and available at law or equity (including the UCC), which rights (a) shall be cumulated and concurrent, (b) may be pursued separately, successively or concurrently against Grantor or others obligated under the Loan Documents, or against the Mortgaged Property, or against any one or more of them, at the sole discretion of Beneficiary, (c) may be exercised as often as occasion therefor shall arise, and the exercise or failure to exercise any of them shall not be construed as a waiver or release thereof or of any other right, remedy or recourse, and (d) are intended to be, and shall be, nonexclusive. No action by Beneficiary in the enforcement of any rights, remedies or recourses under the Loan Documents or otherwise at law or equity shall be deemed to cure any Event of Default.

3.15 Remedies Cumulative. No right, power, or remedy conferred upon or reserved to Beneficiary by this Deed of Trust is intended to be exclusive of any right, power, or remedy, but each and every such right, power, and remedy shall be cumulative and concurrent and shall be in addition to any other right, power, and remedy given hereunder or now or hereafter existing at law or in equity or by statute.

3.16 Waivers. Grantor waives (a) any right to require Beneficiary to (i) proceed against any Person, (ii) proceed against or exhaust the Mortgaged Property or (iii) pursue any other remedy in its power; and (b) any defense arising by reason of any disability or other defense of Grantor or any other Person, or by reason of the cessation from any cause whatsoever (other than payment in full of the Secured Obligations secured hereby) of the liability of Grantor or any other Person. Until the Secured Obligations shall have been paid in full, Grantor shall not have any right to subrogation, and Grantor waives any right to enforce any remedy which Beneficiary now has or may hereafter have against Grantor or against any other Person and waives any benefit of and any right to participate in the Mortgaged Property or security whatsoever now or hereafter held by Beneficiary.

3.17 General Powers and Duties of Trustee. At any time or from time to time, without liability therefor and without notice and without affecting the liability of any person for the payment of the Secured Obligations secured hereby, upon written request of Beneficiary, payment of its own fees and presentation of this Deed of Trust for endorsement (in case of full reconveyance, for cancellation or retention), Trustee shall:

- (a) Consent to the making of any map or plat of the Land;
- (b) Join in granting any easement or creating any restriction thereon;
- (c) Join in any subordination or other agreement affecting this Deed of Trust or the lien or charge thereof;
- (d) Reconvey, without warranty, all or any part of the Mortgaged Property; or

- (e) Confirm Grantor's rights under Section 2.04.

3.18 Acceptance of Trust. Trustee accepts this trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto except Beneficiary of pending sale under any other deed of trust or of any action or proceeding in which Grantor, Beneficiary, or Trustee shall be a party unless brought by Trustee.

3.19 Reliance. Trustee, upon presentation to it of an affidavit signed by Beneficiary setting forth facts showing a default by Grantor under this Deed of Trust, is authorized to accept as true and conclusive all facts and statements therein, and to act thereon hereunder.

3.20 Replacement of Trustee. Beneficiary may, from time to time, as provided by statute, appoint another trustee in place and stead of trustee herein named, and thereupon Trustee herein named shall be discharged and the trustee so appointed shall be substituted as trustee hereunder, with the same effect as if originally named trustee herein.

3.21 Choice of Law. Grantor agrees that (a) whether or not deficiency judgments are available under the laws of the State of Washington after a foreclosure (judicial or nonjudicial) of the Mortgaged Property, or any portion thereof, or any other realization thereon by Beneficiary or Trustee, Beneficiary and Trustee shall have the right to seek such a deficiency judgment against Grantor in other states or foreign jurisdictions; (b) to the extent Beneficiary or Trustee obtain a deficiency judgment in any other state or foreign jurisdiction then such party shall have the right to enforce such judgment in the State of Washington, as well as in other states or foreign jurisdictions; (c) Grantor and Beneficiary will submit to non-exclusive jurisdiction and the laying of venue for any suit on this Deed of Trust in such state; (d) without limiting the generality of the foregoing, Grantor hereby waives, to the maximum extent permitted by law, any rights it may have under Washington law with respect to the Mortgaged Property and the enforcement or realization by Beneficiary or Trustee of their respective rights and remedies under this Deed of Trust or with respect to the Mortgaged Property, without limitation, including, any laws limiting the availability of deficiency judgments, limiting remedies or the order of exercising remedies or requiring that Beneficiary or Trustee foreclose prior to bringing suit on the Indebtedness; and (e) no action, proceeding or judgment initiated, pursued or obtained by Beneficiary or Trustee in the State of Washington with respect to the Mortgaged Property or this Deed of Trust shall be considered a "judgment" or an "action" for the purposes of any "one-action rule."

3.22 Waiver of Rights. Grantor waives, to the full extent permitted by law, (a) all rights of redemption, stay of execution, notice of election to mature or declare due the Indebtedness and the right to require marshaling in the event of foreclosure of the liens hereby created; and (b) all rights and remedies that Grantor may have or be able to assert by reason of the laws of the State of Washington pertaining to the rights and remedies of sureties.

ARTICLE IV

4.01 Warranty of Title. Grantor is lawfully seized of an indefeasible estate in fee simple in the land and real property hereby mortgaged and has good and absolute title to (a) the Timber, subject to the rights of Persons other than Grantor under Cutting Rights Agreements and (b) to all existing personal property hereby mortgaged, in each case subject to the Mineral rights reserved by the United States government to the extent specified in the original land patent for such Mortgaged Property and has good right, full power and lawful authority to sell, convey and mortgage the same in the manner and form aforesaid; that, except for Permitted Liens, the same is free and clear of all liens, charges, and encumbrances relating to or affecting the Timber whatsoever, including, as to the personal property and fixtures, conditional sales contracts, chattel mortgages, security agreements, financing statements, and anything of a similar nature, and that Grantor shall and will warrant and forever defend such title thereto unto Beneficiary, its successors and assigns, against the lawful claims of all persons whomsoever, other than holders of the Permitted Liens. This Deed of Trust creates a valid, enforceable first priority lien and security interest against the Mortgaged Property, subject to the lien of taxes not yet due and payable and other Permitted Liens. Grantor has and will continue to have full power and lawful authority to grant, release, convey, assign, transfer, mortgage, pledge, hypothecate and otherwise create the liens on the Mortgaged Property as provided herein.

4.02 Other Property Rights. All easements (including without limitation, the Appurtenant Easements), leasehold, and other property interests, all utility and other services, means of transportation, facilities, other materials and other rights that are reasonably necessary for the operation of the Mortgaged Property in accordance with applicable requirements of law have been procured or are commercially available to the Mortgaged Property at commercially reasonable rates and, to the extent appropriate, arrangements have been made on commercially reasonable terms for such easements, interests, services, means of transportation, facilities, materials, and rights. The Land is taxed separately without regard to any other property and has been subdivided from all other property in compliance with applicable laws. No subdivision or other approval is necessary with respect to the Land in order for Grantor to mortgage, convey, or otherwise deal with the Land as a separate lot or parcel.

4.03 First Lien Status. Grantor shall preserve and protect the first lien and security interest status of this Deed of Trust. If any lien or security interest other than the Permitted Liens is asserted against the Mortgaged Property, Grantor shall promptly, and at its expense, (a) give Beneficiary a detailed written notice of such lien or security interest (including origin, amount and other terms), and (b) pay the underlying claim in full or take such other action so as to cause it to be released or contest the same in compliance with the requirements of the Loan Documents (including the requirement of providing a bond or other security satisfactory to Beneficiary).

4.04 Peaceable Possession. Grantor's possession of the Mortgaged Property has been peaceable and undisturbed and, to Grantor's actual knowledge, the title thereto is not

disputed or questioned (except for disputes or questions related to a de minimus portion of the Mortgaged Property that could not reasonably be expected to result in an impairment of the value or marketability of the Mortgaged Property), and Grantor does not know of any facts by reason of which any material adverse claim to any part of the Mortgaged Property or to any undivided interest therein might be set up or made.

ARTICLE V

5.01 Successors and Assigns Included in Parties. Whenever in this Deed of Trust one of the parties hereto is named or referred to, the successors and assigns of such party shall be included, and all covenants and agreements contained in this Deed of Trust by or on behalf of Grantor or by or on behalf of Beneficiary shall bind and inure to the benefit of its respective successors and assigns, whether so expressed or not.

5.02 Headings, etc. The headings of the articles, sections, paragraphs, and subdivisions of this Deed of Trust are for convenience of reference only, are not to be considered a part hereof, and shall not limit or otherwise affect any of the terms hereof.

5.03 Invalid Provisions to Affect No Others. In case any one or more of the covenants, agreements, terms, or provisions contained in this Deed of Trust or in the Loan Documents shall be invalid, illegal, or unenforceable in any respect, the validity of the remaining covenants, agreements, terms, and provisions contained herein and in the Loan Documents shall in no way be affected, prejudiced, or disturbed thereby.

5.04 Notices. All notices, demands, requests, consents, statements, satisfactions, waivers, designations, refusals, confirmation or denials that may be required or otherwise provided for or contemplated under the terms of this Deed of Trust shall be in writing, and shall be deemed to have been properly given (a) upon delivery, if delivered in person or by facsimile transmission with receipt acknowledged, or (b) one (1) business day after having been deposited for overnight delivery with Federal Express or another comparable overnight courier service, addressed as follows:

If to Grantor:

Longview Fibre Company
300 Fibre Way,
Longview, Washington 98632
Attention: Senior Vice President - Finance
Facsimile: (360) 575-5928

with a copy to:

Longview Fibre Company
300 Fibre Way,
Longview, Washington 98632

Attention: Senior Vice President -- Industrial Relations
and General Counsel
Facsimile: (360) 575-5928

with a copy to:

Skadden, Arps, Slate, Meagher & Flom LLP
Four Times Square
New York, New York 10036
Attention: Martha Feltenstein, Esq.
Facsimile: (917) 777-2272

If to Beneficiary:

Bank of America, N.A.
Agency Management -- Mail CA5-701-05-19
1455 Market Street, 5th Floor
San Francisco, California 94103-1399
Attention: Anthea Del Bianco
Facsimile: (415) 503-5101

with a copy to:

Moore & Van Allen PLLC
Suite 4700
100 North Tryon Street
Charlotte, North Carolina 28202-4003
Attention: Sandra M. Lazorchek, Esq.
Facsimile: (704) 331-1159

or addressed to each respective party at such other address as such party may from time to time designate by written notice to the other parties.

5.05 Interpretation. Terms defined in the Credit Agreement shall have the same meanings when used in this Deed of Trust, unless the context otherwise requires or unless otherwise defined in this Deed of Trust.

5.06 Subordination. At the option of Beneficiary, this Deed of Trust shall become subject and subordinate in whole or in part (but not with respect to priority of entitlement to any insurance proceeds, damages, awards, or compensation resulting from damage to the Mortgaged Property or condemnation or exercise of power of eminent domain), to any and all contracts of sale and/or any and all Leases upon the execution by Beneficiary and recording thereof in the records of mortgages of the county where the Land is situated of a unilateral declaration to that effect.

5.07 WAIVER OF RIGHTS TO TRIAL BY JURY. THE RIGHT TO A JURY TRIAL IN ANY ACTION UNDER OR RELATING TO THE LOAN DOCUMENTS IS HEREBY WAIVED, TO THE FULLEST EXTENT ALLOWED BY LAW.

5.08 CHOICE OF LAW. WITH RESPECT TO MATTERS RELATING TO THE CREATION, PERFECTION AND PROCEDURES RELATING TO THE ENFORCEMENT OF THE LIENS AND SECURITY INTERESTS CREATED PURSUANT TO THIS DEED OF TRUST, THIS DEED OF TRUST SHALL BE GOVERNED BY, AND BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF WASHINGTON.

5.09 Partial Release. Beneficiary shall, upon any transfer or disposition of portions of the Land or Timber as permitted herein or in the Credit Agreement and upon Grantor's request and at Grantor's expense, promptly execute and deliver, and cause the Trustee to execute and deliver, such deeds of reconveyance, UCC partial releases and other documents necessary to fully release such Land and Timber and the Mortgaged Property relating thereto, from the liens and security interests created hereby.

5.10 Full Reconveyance. Upon the payment or satisfaction of all obligations secured hereby and upon Grantor's request and at Grantor's expense, or upon substitution of a Mortgaged Property for the collateral set forth herein as permitted and subject to compliance by the Loan Parties with Section 6.14(b) of the Credit Agreement, Beneficiary shall request Trustee to reconvey the Mortgaged Property and shall surrender this Deed of Trust and other evidences of Secured Obligations to the Trustee, and shall promptly execute and deliver, or cause Trustee to execute and deliver, such deeds of reconveyance, UCC releases, and other documents necessary to fully release the Mortgaged Property from the liens and security interests created hereby.

ARTICLE VI

6.01 Security Interest. This Deed of Trust constitutes a "security agreement" with respect to personal property within the meaning of the UCC and other applicable law and with respect to the Mortgaged Property. To this end, Grantor grants to Beneficiary a first and prior security interest in the Mortgaged Property which is personal property or fixtures to secure the payment of the Secured Obligations and performance of the Secured Obligations, and agrees that Beneficiary shall have all the rights and remedies of a secured party under the UCC with respect to such property. Any notice of sale, disposition or other intended action by Beneficiary with respect to the Mortgaged Property which is personal property or fixtures sent to Grantor at least ten (10) days prior to any action under the UCC shall constitute reasonable notice to Grantor.

6.02 Financing Statements. Grantor shall deliver to Beneficiary, in form and substance satisfactory to Beneficiary, such financing statements and such further assurances as Beneficiary may, from time to time, reasonably consider necessary to create, perfect and preserve Beneficiary's security interest hereunder and Beneficiary may cause such statements

and assurances to be recorded and filed, at such times and places as may be required or permitted by law to so create, perfect and preserve such security interest. Grantor's exact name and its state of organization set forth in the first paragraph of this Deed of Trust.

6.03 Fixture Filing; Financing Statement Covering Timber to be Cut. For purposes of the UCC, this Deed of Trust shall also constitute (a) a "fixture filing" against all of the Mortgaged Property which is or is to become fixtures and (b) a financing statement covering timber to be cut located on the Land. Information concerning the security interest herein granted may be obtained at the addresses of Debtor (Grantor) and Secured Party (Beneficiary) as set forth in the first paragraph of this Deed of Trust.

6.04 Perfection. Grantor represents and warrants that (a) upon the filing of a UCC financing statement (i) with respect to all personal property (other than timber to be cut and goods that are or are to become fixtures), in the office of the Secretary of State of the State of Washington and (ii) with respect to timber to be cut and goods that are or are to become fixtures, in the office designated for the filing or recording of a record of a mortgage on the related real property, in each case naming Grantor as "debtor," naming Beneficiary as "secured party" and describing the Mortgaged Property, the security interests in the Mortgaged Property constituting personal property granted to Beneficiary will constitute perfected security interests therein prior to all other liens (except for liens expressly permitted under the Loan Documents), and (b) all filings and other actions necessary or desirable to perfect and protect such security interest have been or substantially contemporaneously herewith will be duly made or taken. Grantor will notify Beneficiary of any change in Grantor's name or jurisdiction of organization within fifteen (15) days of such change.

6.05 Further Assurances. Grantor agrees that from time to time, at the expense of Grantor, Grantor will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, or that Beneficiary may reasonably request, in order to perfect and protect any security interest granted or purported to be granted hereby or to enable Beneficiary to exercise and enforce its rights and remedies hereunder with respect to any Mortgaged Property. Without limiting the generality of the foregoing, Grantor will: (a) if an Event of Default shall have occurred, furnish to Beneficiary from time to time statements and schedules further identifying and describing the Mortgaged Property and such other reports in connection with the Mortgaged Property as Beneficiary may reasonably request, all in reasonable detail, (b) at any reasonable time, upon request by Beneficiary, exhibit the Mortgaged Property to and allow inspection of the Mortgaged Property by Beneficiary, or persons designated by Beneficiary, (c) at Beneficiary's request, appear in and defend any action or proceeding that may affect Grantor's title to or Beneficiary's security interest in all or any part of the Mortgaged Property, and (d) use commercially reasonable efforts to obtain any necessary consents of third parties to the assignment and perfection of a security interest to Beneficiary with respect to any Mortgaged Property. Grantor hereby authorizes Beneficiary to file one or more financing or continuation statements, and amendments thereto, relative to all or any part of the Mortgaged Property without the signature of Grantor. Grantor agrees that a carbon, photographic or other

reproduction of this Deed of Trust shall be sufficient as a financing statement and may be filed as a financing statement in any and all applicable jurisdictions accepting same.

6.06 Accounts. Except as otherwise provided in this Section 6.06, Grantor shall continue to collect, at its own expense, all amounts due or to become due to Grantor as Accounts. In connection with such collections, Grantor may take (and, at Beneficiary's direction, shall take) such action as Grantor or Beneficiary may deem necessary or advisable to enforce collection of amounts due or to become due under the Accounts; provided, however, that Beneficiary shall have the right at any time, upon the occurrence and during the continuation of an Event of Default and upon written notice to Grantor of its intention to do so, to notify the parties owing funds to Grantor of the assignment of such claims to Beneficiary and to direct such account debtors or obligors to make payment of all amounts due or to become due to Grantor thereunder directly to Beneficiary, and, upon such notification and at the expense of Grantor, to enforce collection of any amounts due and owing under such Accounts and to adjust, settle or compromise the amount or payment thereof, in the same manner and to the same extent as Grantor might have done. After receipt by Grantor of the notice from Beneficiary referred to in the proviso to the preceding sentence, (a) all amounts and proceeds received by Grantor in respect of the Accounts shall be received in trust for the benefit of Beneficiary hereunder, shall be segregated from other funds of Grantor and shall be forthwith paid over or delivered to Beneficiary in the same form as so received (with any necessary endorsement) to be held as cash collateral, and (b) Grantor shall not adjust, settle or compromise the amount or payment of any Accounts, or release wholly or partly any account debtor or obligor thereof, or allow any credit or discount thereon.

6.07 Standard of Care. The powers conferred on Beneficiary hereunder are solely to protect its interest in the Mortgaged Property and shall not impose any duty upon it to exercise any such powers. Except for the exercise of reasonable care in the custody of any Mortgaged Property in its possession and the accounting for moneys actually received by it hereunder, Beneficiary shall have no duty as to any Mortgaged Property or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any Mortgaged Property. Beneficiary shall be deemed to have exercised reasonable care in the custody and preservation of Mortgaged Property in its possession if such Mortgaged Property is accorded treatment substantially equal to that which Beneficiary accords its own property.

ARTICLE VII

7.01 Assignment of Rents. Grantor absolutely and unconditionally assigns and transfers the Rents to Beneficiary, whether now due, past due or to become due, and gives to and confers upon Beneficiary the right, power and authority to collect, after the occurrence and during the continuance of an Event of Default, such Rents, and apply the same in accordance with the Credit Agreement. Grantor irrevocably appoints Beneficiary its agent to, at any time, demand, receive and enforce payment, to give receipts, releases and satisfactions, and to sue, either in the name of Grantor or in the name of Beneficiary, for all such Rents. Neither the foregoing Assignment of Rents to Beneficiary or the exercise by Beneficiary of

any of its rights or remedies under this Deed of Trust shall be deemed to make Beneficiary a "Mortgagee-in-possession" or otherwise responsible or liable in any manner with respect to the Mortgaged Property or the use, occupancy, enjoyment or operation of all or any part thereof, unless and until Beneficiary, in person or by its own agent, assumes actual possession thereof, nor shall appointment of a Receiver for the Mortgaged Property by any court at the request of Beneficiary or by agreement with Grantor or the entering into possession of the Mortgaged Property or any part thereof by such Receiver be deemed to make Beneficiary a "Mortgagee-in-possession" or otherwise responsible or liable in any manner with respect to the Mortgaged Property or the use, occupancy, enjoyment or operation of all or any part thereof.

7.02 Collection of Rents. Notwithstanding anything to the contrary contained herein or in any of the Loan Documents, so long as no Event of Default shall have occurred and be continuing, Grantor shall have a license, revocable upon the occurrence and during the continuance of an Event of Default to collect all Rents, and to first apply the same to the Secured Obligations as and when due and thereafter to retain, use and enjoy the same and to otherwise exercise all rights with respect thereto, subject to the terms hereof. Upon the occurrence of an Event of Default, Beneficiary shall have the right, on written notice to Grantor, to terminate and revoke the license hereinafter granted to Grantor and shall have the complete right and authority then or thereafter to exercise and enforce any and all of its rights and remedies provided herein.

ARTICLE VIII

8.01 Warning.

WARNING

(a) Unless Grantor provides Beneficiary with evidence of insurance coverage as required by this Deed of Trust, Beneficiary may purchase insurance at Grantor's expense to protect Beneficiary's interest. This insurance may, but need not, also protect Grantor's interest. If the Mortgaged Property becomes damaged, the coverage Beneficiary purchases may not pay any claim Grantor makes or any claim made against Grantor. Grantor may later cancel this coverage by providing evidence that Grantor has obtained coverage elsewhere.

(b) Grantor is responsible for the cost of any insurance purchased by Beneficiary. The cost of this insurance may be added to the Secured Obligations. If the cost is added to the Secured Obligations, the interest rate on the Secured Obligations will apply to this added amount. The effective date of coverage may be the date Grantor's prior coverage lapsed or the date Grantor failed to provide proof of coverage. The coverage Beneficiary purchases may be considerably more expensive than insurance Grantor can obtain on its own and may not satisfy any need for property damage coverage or any mandatory liability insurance requirements imposed by applicable law.

8.02 Non-Agricultural Use; Commercial Loan. Grantor represents and warrants that (a) the Mortgaged Property is not used principally for agricultural purposes and (b) the loan secured by this Deed of Trust was not made primarily for personal, family or household purposes.

8.03 Statutory Notice.


ORAL AGREEMENTS OR ORAL COMMITMENTS TO LEND MONEY, EXTEND CREDIT, OR FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

[Remainder of this Page Intentionally Left Blank; Signatures on Next Page]

IN WITNESS WHEREOF, Grantor has caused this Deed of Trust to be executed under seal, on the day and year first above written.

GRANTOR:

LONGVIEW FIBRE COMPANY,
a Washington corporation

By: 
L. J. McLaughlin
Senior Vice President-Finance

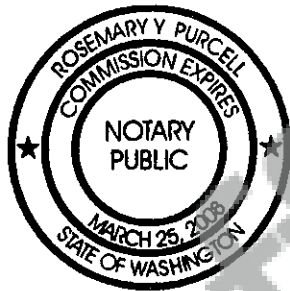
Unofficial Copy

Signature Page to Washington Deed of Trust

STATE OF WASHINGTON)
) ss.
COUNTY OF COWLITZ)

I certify that I know or have satisfactory evidence that L. J. McLaughlin is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument, and acknowledged it as the Senior Vice President-Finance of Longview Fibre Company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: June 9, 2006.



Rosemary Y. Purcell
(Signature of Notary)

Rosemary Y. Purcell
(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of
Washington, residing at Longview.
My appointment expires March 25, 2008.

Unnoted Copy

**Exhibit A
Legal Descriptions
Skamania County**

93-03-01

The Southeast Quarter (SE $\frac{1}{4}$) of Section Ten (10), Township Seven (7) North, Range Five (5) East of the Willamette Meridian.

93-03-02

The Southwest Quarter (SW $\frac{1}{4}$) and the Northeast Quarter (NE $\frac{1}{4}$) of Section Ten (10), all in Township Seven (7) North, Range Five (5) East of the Willamette Meridian.

93-03-04

Roll No. 4662 Lots 1 and 2, E $\frac{1}{2}$ NW $\frac{1}{4}$ less power line containing 157.5 acres, more or less.

Roll No. 4663 Lots 3 and 4 less power line containing 70.42 acres more or less and

Roll No. 4664 SE $\frac{1}{4}$ SW $\frac{1}{4}$; NE $\frac{1}{4}$ SW $\frac{1}{4}$ less power line containing 74.8 acres more or less.

All of the above described property being in Sec. 30, T. 3 N., R. 8 E. W.M.

93-03-05

Roll No. 4284 S $\frac{1}{2}$ of S $\frac{1}{2}$ excepting therefrom tax No. 4283 and 4285 in Sec. 19 Twp. 3 N. R. 8 E. W.M. containing 120 acres more or less.

93-03-06

The West Half of the Northwest Quarter (W $\frac{1}{2}$ NW $\frac{1}{4}$), and the Northwest Quarter of the Northeast Quarter of the Southwest Quarter (NW $\frac{1}{4}$ of NE $\frac{1}{4}$ of SW $\frac{1}{4}$) of Section 24, Township 3 North, Range 7 E. W.M.

93-03-07

Government Lot 6 and the West 34 rods of the West Half of the Southwest quarter of the Northeast Quarter of Section 25, Township 3 North, Range 7.5 East, W.M.

EXCEPTING that part of the East 231 feet of the West 34 rods of the West Half of the Southwest Quarter of the Northeast Quarter ($W \frac{1}{2} SW \frac{1}{4} NE \frac{1}{4}$) of Section 25, Township 3 North, Range 7½ East, Willamette Meridian, lying East of County Road No.28.

AND FURTHER EXCEPTING however, county roads presently located on such property and excepting further the right reserved to Skamania County to construct highways on and through this property, free from all claims for damages or compensation.

93-03-10

The West Half of the Northwest quarter ($W \frac{1}{2} NW \frac{1}{4}$) of Section 9 in Township 2 North, Range 7 East, W.M.

EXCEPTING that part of the $W \frac{1}{2} NW \frac{1}{4}$ lying west of the thread of Greenleaf Creek.

93-03-11

The Southwest quarter of the Northwest quarter ($SW \frac{1}{4} NW \frac{1}{4}$) of Section 5; the Southeast quarter of the Northeast quarter ($SE \frac{1}{4} NE \frac{1}{4}$) of Section 6; the East half of the Southeast quarter ($E \frac{1}{2} SE \frac{1}{4}$) of Section 6, except that portion thereof lying on the Southerly side of the center line of Panther Creek; all in Township 3 North, Range 3 E. W.M.

93-03-14

The West Half of the Southeast Quarter ($W \frac{1}{2}$ of $SE \frac{1}{4}$) of Section 30, Township 3 North, Range 8 East of the Willamette Meridian.

93-03-15

That portion of the Felix G. Iman Donation Land Claim in Section 2, Township 2, North, Range 7 E. W.M., lying north-westerly of the 300 foot strip of land acquired by the United States of America for the Bonneville Power Administration's electric power transmission lines;

That portion of Government Lot 2 and of the West Half of the Northwest Quarter (W $\frac{1}{2}$ NW $\frac{1}{4}$) of Section 2, Township 2 North, Range 7 E. W.M., lying northwesterly of the 300 foot strip of land acquired by the United States of America for the Bonneville Power Administration's electric power transmission lines;

Government Lots 1,2,3 and 5; the Southwest Quarter of the Northeast Quarter (SW $\frac{1}{4}$ NE $\frac{1}{4}$); the South Half of the Northwest Quarter (S $\frac{1}{2}$ NW $\frac{1}{4}$); the Southwest Quarter (SW $\frac{1}{4}$); and the Northwest Quarter of the Southeast Quarter, (NW $\frac{1}{4}$ SE $\frac{1}{4}$); of Section 3, Township 2 North, Range 7 E. W.M.; EXCEPT that portion thereof lying within the 300 strip of land acquired by the United States of America for the Bonneville Power Administration's electric power transmission lines.

93-03-20

All of Section 32; the Southwest Quarter (SW $\frac{1}{4}$), and the Southeast Quarter of the Northwest Quarter (SE $\frac{1}{4}$ NW $\frac{1}{4}$), of Section 33; all in Township 3 North, Range 5 E. W.M.;

SUBJECT TO and easement for a road right of way granted to Gus Bloomquist, John Bloomquist, and Axel Bloomquist, doing business as the Bloomquist Logging Company, by deed dated September 18, 1951, and recorded September 19, 1951, at page 647 of Book 33 of Deeds, Records of Skamania County, Washington;

93-03-21

That portion of the North Half of the Southeast Quarter (N $\frac{1}{2}$ SE $\frac{1}{4}$) of Section 25, Township 3 North, Range 7 $\frac{1}{2}$ East, W.M., lying South of that 300 foot strip of land acquired by the United States of America for the Bonneville Power Administration's electric power transmission lines by judgment on a declaration of taking entered on February 3, 1939, in the District Court of the United States for the Western District of Washington, Southern Division, Civil Cause No. 34 in said Court, recorded on February 6, 1939, under Auditor's File No. 26971, Book 27, Page 315, Deed Records of Skamania County, Washington.

93-03-22

Tract 1

In Township 2 North, Range 5 East, W.M.:

The Southwest Quarter of Section 3; The South Half of the North Half of the Southeast Quarter, Southeast Quarter of the Southeast Quarter, and the Northwest Quarter of the Southwest Quarter; of Section 4; All of Section 5; All of Section 6; All of Section 10 in the County of Skamania, State of Washington.

Tract 2

Government Lot 4; the Southwest Quarter of the Northwest Quarter and the Northwest Quarter of the Southwest Quarter, the Southwest Quarter of the Southwest Quarter lying North of the South Right of Way Survey line of that transmission line Easement recorded June 23, 1953 in Book 39, Page 485 in Skamania County Deed Records.

All in Section 3, Township 2 North, Range 6 East, W.M., Skamania County, State of Washington.

93-03-23

The Southwest Quarter of the Northeast Quarter, and the North Half of the Northwest Quarter of the Southeast Quarter of Section 6, Township 3 North, Range 8 East, W.M., Skamania County, State of Washington.

93-03-29

The Northeast Quarter of the Northeast Quarter of Section 36, Township 4 North, Range 7 ½ East of the Willamette Meridian in the County of Skamania, State of Washington.

The Southeast quarter of the Southwest Quarter of Section 18; and the East Half of the Northwest Quarter, and the Northwest Quarter of the Northeast Quarter, of Section 19; all in Township 3 North, Range 8 East of the Willamette Meridian in the County of Skamania, State of Washington.

93-03-30

The North Half of the Northwest Quarter (N ½ NW ¼) and the Southwest Quarter of the Northwest Quarter (SW ¼ NW ¼) of Section 33, Township 3

North, Range 5 East of the Willamette Meridian in the County of Skamania, State of Washington.

93-03-34

The East Half of the East Half and the Southwest Quarter of the Northeast Quarter of Section 7, all of Section 8, the North Half of Section 9 and all of Section 17, Township 2 North, Range 5 East, Willamette Meridian in the County of Skamania, State of Washington.

EXCEPT that portion of the Southeast Quarter of the Southwest Quarter of Section 17, Township 2 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington, lying South of the North Fork of the Washougal River.

93-03-35

Parcel 4

Government Lots 1-4, and the South Half of the North Half of Section 3 Township 2 North, Range 5 East of the W.M. in the County of Skamania, State of Washington.

Parcel 5

Government Lots 1-4, the Northeast Quarter of the Southwest Quarter, the South Half of the Southwest Quarter, and the Southwest Quarter of the Southeast Quarter of Section 4, Township 2 North Range 5 East of the W.M. in the County of Skamania, State of Washington.

Parcel 7

The North Half of the Southwest Quarter, and the Southeast Quarter of the Southwest Quarter of Section 5, Township 3 North, Range 8 East of the W.M. in the County of Skamania, State of Washington.

93-03-36

Parcel 1

All fractional Section 1, Township 2 North, Range 5 East, W.M. in the County of Skamania, State of Washington.

Parcel 2

The Southeast Quarter of Section 3, Township 2 North, Range 5 East, W.M. in the County of Skamania, State of Washington.

Parcel 3

The South Half of Section 9, Township 2 North, Range 5 East, W.M. in the County of Skamania, State of Washington.

Parcel 4

The Northeast Quarter of the Southeast Quarter and the South Half of the Southeast Quarter of Section 11, Township 2 North, Range 5 East, W.M. in the County of Skamania, State of Washington.

Parcel 5

The Southwest Quarter of the Northeast Quarter, the Northwest Quarter of the Southwest Quarter, the South Half of the Southwest Quarter, the Northeast Quarter of the Southeast Quarter, and the South Half of the Southeast Quarter of Section 12, Township 2 North, Range 5 East, W.M. in the County of Skamania, State of Washington.

Parcel 6

All of Section 13 in Township 2 North, Range 5 East, W.M. in the County of Skamania, State of Washington.

Parcel 7

The East Half, the Southwest Quarter of the Northwest Quarter, the Northwest Quarter of the Southwest Quarter, the East Half of the Southwest Quarter, and the East Half of the Northwest Quarter of Section 14, Township 2 North, Range 5 East, W.M. in the County of Skamania, State of Washington.

EXCEPT THEREFROM a tract of land located in the Northeast Quarter of the Northwest Quarter, described as follows:

Beginning at the Northwest corner of the Northeast Quarter of the Northwest Quarter of said Section 14; thence South $88^{\circ}27'37''$ East, 210 feet, more or less, to the northwesterly right-of-way line of County Road No. 1106 designated as the Washougal River Road; thence in a southwesterly direction following the northerly right-of-way line of said road to intersection with the West line of the Northeast Quarter of the Northwest Quarter of said Section 14; thence North $01^{\circ}14'54''$ East, 200 feet, more or less, to the point of beginning.

AND EXCEPT a portion of the Northeast Quarter of the Northwest Quarter of Section 14, Township 2 North, Range 5 East of the Willamette Meridian, in Skamania County, Washington, described as follows:

Beginning at the point of intersection of the west line of the northeast quarter of the northwest quarter of said Section 14 and the center line of the Washougal River Road No. 11060, said point being S 0°01'22" E a distance of 199.91 feet from the northwest corner of the northeast quarter of the northwest quarter of said section 14; thence along the center line of the Washougal River Road along a curve to the left, having a back tangent of S 56°48'31" W with a radius of 710.00 feet, a distance of 131.71 feet; thence S 54°37'43" E a distance of 30.52 feet to a 5/8 inch rebar with a 2" aluminum cap stamped "PROP COR LS 22330" set on the southerly right of way boundary of said Washougal River Road; thence continuing S 54°37'43" E a distance of 49.52 feet to a 5/8 inch rebar with a 2" aluminum cap stamped "PROP COR LS 22330"; thence S 25°41'15" E a distance of 72.94 feet to a 5/8 inch rebar with 2" aluminum cap stamped "PROP COR LS 22330"; thence S 41°14'25" W a distance of 302.93 feet to a 5/8 inch rebar with a 2" aluminum cap stamped "PROP COR LS 22330" on the west line of the Northeast Quarter of the Northwest Quarter of said Section 14; thence N 00°01'22" W along said west line a distance of 257.97 feet to the point of beginning.

Parcel 8

The Northwest Quarter of the Northwest Quarter of Section 20, Township 2 North, Range 5 East, W.M. in the County of Skamania, State of Washington.

Parcel 9

The East Half of the Northeast Quarter, and the North Half of the Southeast Quarter of Section 23, Township 2 North, Range 5 East, W.M. in the County of Skamania, State of Washington.

Parcel 10

The North Half of the North Half of Section 24, Township 2 North, Range 5 East, W.M. in the County of Skamania, State of Washington.

Parcel 11

The East Half of the Northeast Quarter of Section 25, Township 2 North, Range 5 East, W.M. in the County of Skamania, State of Washington.

EXCEPT THEREFROM that portion of the East Half of the Northeast Quarter, described as follows:

Beginning at the Southwest corner of the Northeast Quarter of the Northeast Quarter of said Section 25; thence North 02°13'07" East a distance of 140.00 feet; thence North 65°30'34" East a distance of 890.32 feet; thence South 02°13'07" West a distance of 632.00 feet; thence South 70°58'30" West a distance of 853.24 feet; thence North 02°13'07" a distance of 853.24 feet; thence North 02°13'07" East a distance of 401.00 feet to the point of beginning.

Said parcel is also known as Lot 1 of Boise Cascade Short Plat as recorded in Book 3 of Short Plats on Page 22, Skamania County Records.

Parcel 12

Government Lots 2, 3 and 4, the East Half of the Southwest Quarter, and the Southeast Quarter of the Southeast Quarter of Section 7, Township 2 North, Range 6 East, W.M. in the County of Skamania, State of Washington.

Parcel 13

The Northwest Quarter of Section 8, Township 2 North, Range 6 East, W.M. in the County of Skamania, State of Washington.

Parcel 14

All Fractional Section 18, Township 2 North, Range 6 East, W.M. in the County of Skamania, State of Washington.

Parcel 15

Government Lots 1, 3 and 4, the Northeast Quarter of the Northwest Quarter, the East Half of the Southwest Quarter, and the North Half of the Northeast Quarter of Section 19, Township 2 North, Range 6 East, W.M. in the County of Skamania, State of Washington.

Parcel 16

Fractional Northwest Quarter of Section 30, Township 2 North, Range 6 East, W.M. in the County of Skamania, State of Washington.

EXCEPT THEREFROM a strip of land 300 feet in width over, across, and through said Fractional Northwest Quarter acquired by the United States of America by Judgment on the Declaration of Taking entered on December 20, 1938, in Cause No. 26 in the District Court of the United States for the Western District of Washington, Southern Division, a copy of which judgment was recorded on February 6, 1939, at page 319 of Book 27 of Deeds, records of Skamania County, Washington.

AND EXCEPT that part of lot 2 and the Southeast Quarter of the Northwest Quarter of Section 30, which lies south of that tract of land designated in Declaration of Taking, recorded February 6, 1939, in Book 27, Page 319, as Auditor's File No. 26973, Skamania County Deed Records.

93-03-37

The South Half of Section 17; and the Northwest Quarter of the Northeast Quarter, and the Northeast Quarter of the Northwest Quarter of Section 20, All in Township 2 North, Range 6 East of the Willamette Meridian, Skamania County, Washington.

93-03-38

Township 2 North, Range 5 East

Section 25: The Southwest Quarter; the South Half of the Southeast Quarter; the Northwest Quarter of the Southeast Quarter; the Southwest Quarter of the Northwest Quarter; the North Half of the Northwest Quarter; the Northwest Quarter of the Northeast Quarter;

EXCEPTING THEREFROM a strip of land 300 feet in width acquired by the United States of America for the Bonneville Power Administration's Bonneville Vancouver No. 1 and No. 2 Electric Power Transmission Lines by Judgment in Condemnation Recorded in Book 27 at Page 319.

Section 26: The Northeast Quarter of the Southwest Quarter; That portion of the Southeast Quarter as described in instrument recorded September 1, 1954 in Book 38 at page 365 further described as:

Beginning at the Southeast corner of Section 26; thence North along the Section line, 1400 feet to the true point of beginning; thence running west to the west line of the southeast Quarter of said section; thence North to the Northwest corner of the Southeast Quarter of said section; thence East to the Northeast corner of the Southeast Quarter of said section; and thence South to the said point of beginning which is 1400 feet North of the Southeast corner of said section;

EXCEPTING THEREFROM a strip of land 300 feet in width acquired by the United States of America for the Bonneville Power Administration's Bonneville Vancouver No. 1 and No. 2 Electric Power Transmission Lines by Judgment in Condemnation recorded in Book 27 at page 319.

Township 2 North, Range 6 East

Section 2: All that portion lying North of the South boundary line of the U.S. Bonneville Power Administration Power line Easement as established and surveyed in 1952.

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Section 3: Government lots 1, 2 and 3; the South Half of the Northeast Quarter; the Northeast Quarter of the Southwest Quarter; the Southeast Quarter of the Northwest Quarter; the North Half of the Southeast Quarter; and that portion of the Southeast Quarter of the Southwest Quarter and the South Half of the Southeast Quarter lying North of the South boundary line of the U.S. Bonneville Power Administration Power line Easement as established and surveyed in 1952.

EXCEPT that portion of the Southwest Quarter of the Southwest Quarter, which lies South of the South right-of-way survey line of that Transmission line Easement recorded June 23, 1953, in Book 39, Page 485, Skamania County Deed Records.

Township 2 North, Range 6 East

Section 4: Government Lots 1, 2, 3 and 4; the South Half of the North Half; the Southeast Quarter;

EXCEPTING portions of the Southeast Quarter to-wit:

That portion lying South of the South line of the Bonneville Power line Easement as described in Book 38, Page 477.

A Parcel Deeded to the Pacific Telephone and Telegraph Company, by deed recorded January 12, 1955 in Book 39 at page 143.

A Parcel Deeded to Oregon-Washington Railroad & Navigation Company, by deed recorded October 10, 1963 in Book 52 at Page 88.

A Parcel Deeded to the State of Washington, by deed recorded October 22, 1976 in Book 71 at page 788.

Section 9: That portion of the Northwest Quarter lying North and West of the South boundary line of the U.S. Bonneville Power Administration Power line Easement as established and surveyed in 1952.

Section 19: The Southeast Quarter; the South Half of the Northeast Quarter; the Southeast Quarter of the Northwest Quarter; Government Lot 2.

Township 2 North, Range 7 East

Section 3: Government Lot 4

Section 9: The South Half.

EXCEPT that part of lot 4, the West Half of the Northwest Quarter, and the Northwest Quarter of the Southwest Quarter lying west of the thread of Greenleaf Creek.

Section 16: Intentionally Deleted.

Township 3 North, Range 5 East

Section 22: The Southeast Quarter.

Section 23: The Southwest Quarter.

Section 26: The Southwest Quarter of the Northwest Quarter, the Southwest Quarter, and the Southwest Quarter of the Southeast Quarter.

Section 27: ALL

Section 28: The East Half of the East Half.

Section 34: The North Half of the Northeast Quarter.

Township 3 North, Range 6 East

Section 26: The Southwest Quarter.

Section 28: The East Half and the Southwest Quarter.

Section 32: The East Half of the Northeast Quarter, the Southwest Quarter of the Northeast Quarter, the East Half of the Southwest Quarter, the Southwest Quarter of the Southwest Quarter, and the Southeast Quarter.

Section 34: The East Half and the Southwest Quarter.

Section 35: The West Half of the East Half and the West Half.

Township 3 North, Range 7 East

Section 11: The Southeast Quarter.

Section 12: The South Half and Government Lots 2, 3 and 4.

Section 13: The West Half.

Section 14: The North Half, the Southeast Quarter, and the North Half of the Southwest Quarter.

Section 22: The Southeast Quarter of the Northeast Quarter.

Section 23: The West Half of the West Half, the Southeast Quarter of the Northwest Quarter, and the Northeast Quarter of the Southwest Quarter.

Section 24: The East Half of the Northwest Quarter.

Township 3 North, Range 7 ½ East

Section 24: The Southeast Quarter, Government Lots 5, 6, 7, 8, 9 and that portion of Government Lot 10 lying Northerly of Wolf Creek.

Section 25: The North Half of the Northeast Quarter, the Southeast Quarter of the Northeast Quarter, the East Half of the Southwest Quarter of the Northeast Quarter, the Northeast Quarter of the Southeast Quarter, the East half of the Northwest Quarter of the Southeast Quarter, that portion of the East 231 feet of the west 34 rods of the West Half of the Southwest Quarter of the Northeast Quarter lying Easterly of County Road #28.

EXCEPT that portion thereof lying Southerly of the Northerly boundary of a strip of land 300 feet in width acquired by the United States of America for the Bonneville Power Administration's Power Transmission Lines.

Township 3 North, Range 8 East

Section 8: The Northeast Quarter of the Southwest Quarter and that portion of the Southeast Quarter of the Northwest Quarter which lies on the Southeasterly side of the center of Bear Creek.

Section 22: Intentionally Deleted.

Township 4 North, Range 7 East

Section 26: That portion of the South Half of the Southeast Quarter together with an Easement as described in Instrument recorded February 19, 1975 in Book 68 at Page 388.

EXCEPT that portion thereof described as follows:

Beginning at the Quarter corner common to Sections 26 and 35, Township 4 North, Range 7 East of the Willamette Meridian, Skamania County, Washington; thence along the North-South centerline of said Section 26, North 01°38'30" East 830.00 feet to a point marked by a 1 ½ inch diameter steel rod,

said point being the true point of beginning of this description; thence from said true point of beginning, east 1100.00 feet to a 1 ½ inch diameter iron pipe; thence North 165.00 feet to a point marked by a 1 ½ inch diameter iron pipe on line; thence continuing North to a point on the East-West centerline of the Southeast Quarter of Section 26; thence Westerly along said centerline to a point on the East boundary line of the Norman F. Erken, et ux, tract described in deed number 67462, recorded in volume 56 at page 247, Skamania County Deed Records; thence South along said boundary line to a point in the thread of a stream known as Trout Creek; thence in a westerly direction, following said thread of Trout Creek to its intersection with the North-South centerline of Section 26; thence South 01°38'30" West 139.7 feet along said centerline to a 1 1/8 inch diameter steel rod on line; thence continuing South 01°38'30" West 275.00 feet to the true point of beginning.

ALSO EXCEPTING that portion of the above described property lying Northerly of the center of Trout Creek and also that portion lying Northeasterly of the center of Wind River.

Section 35: Those portions of the North Half of the Southeast Quarter and the Northeast Quarter, together with an Easement as described in Instrument recorded February 19, 1975 in Book 68 at Page 388, more particularly described as follows:

The Northeast Quarter and the North Half of the Southeast Quarter, EXCEPT that portion thereof described as follows:

Beginning at an 8" diameter Douglas Fir Tree, set as a witness to the corner of Section 25, 26, 35, and 36, Township 4 North, Range 7 East, Willamette Meridian, Skamania County, Washington by Mart C. Perkins, licensed land surveyor, in 1957, said tree being 262.0 feet South of said corner; thence Southerly along the section line common to said sections 35 and 36 a distance of 988.0 feet to a 3/8"x 3/4" metal rod extending 12" above the ground which is the true point of beginning of this description; thence West 1,320.00 feet, more or less, to a 1-1/4" steel axle extending 6" above the ground; thence South a distance of 960.0 feet to a 1-1/4" steel rod extending 6" above the ground; thence East a distance of 1320.00 feet, more or less, to a point on aforesaid section line which is marked with a 3/8" x 3/4" rod extending 12" above the ground; thence Northerly along said section line a distance of 960.0 feet to the true point of beginning.

All situate in the County of Skamania, State of Washington.

93-03-40

Lots 5 and 8 and the West Half of Lot 7 in Section 25, Township 3 North, Range 7 ½ East of the Willamette Meridian, Skamania County, Washington.

93-03-41

Commencing at a point 1,980 feet East of the Southwest corner of the Southeast Quarter of Section 25, Township 4 north, Range 7 ½ East of the Willamette Meridian, Skamania County, Washington; thence North 1,080 feet; thence East 660 feet to the section line; thence South 1,080 feet to the Southeast corner of said Section 25; thence West 660 feet to the point of beginning.

County of Skamania, State of Washington.

93-03-42

The Northeast Quarter of the Northeast Quarter of Section 22, Township 3 North, Range 7 East of the Willamette Meridian, in the County of Skamania and State of Washington.

END