

After Recording Mail To:

Cadwalader, Wickersham & Taft LLP
227 West Trade Street
Suite 2400
Charlotte, NC 28202
Attention: Richard Madden, Esq.

Sc 29461

**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
(Beneficiary): Merrill Lynch Commercial Finance Corp., as beneficiary

GRANTEE
(Trustee): Ticor Title Insurance Company
600 SW 39th Street, Suite 100
Renton, WA 98055

ABBREVIATED
LEGAL
DESCRIPTION: SEC 1 TWP 2 RGE 5
The complete legal description begins on Exhibit A.

ASSESSOR'S PROPERTY TAX PARCEL ACCOUNT NUMBERS:
2050000010000

See page ii 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
2050000090006
2050000010000
2050000100006
2050000110000
2050000120000
2050000140000
2050000140006
2052000030000
2052500010000
2052500020000
2052500090000
2052600100000
2060000030200
2060000050000
2060000060300
2060000140100
2060000150000
2060000160000
2060000160100
2060000160200
2060000240000
2060000400000
2060000410000
2070300010000
2070300010100
2070300020000
2070900030000
2070900040000
2070900040006
2071600020000
2071600020006
2071600020100

Tax Parcel Number
3050000080000
3050000200000
3050000210000
3060000200000
3060000220000
3060000260000
3070000060000
3070000140000
3072300040000
3072400010000
3072400020000
3080000180100
3080500020000
3080500030000
3080600040000
3080600050000
3080800030000
3081800070000
3081900020000
3083000030000
3752400020000
3752400020100
3752400040000
3752500010000
3752500010100
3752500050000
3752500060000
4070000019000
4071500010000
4072640050000
4073500010000
4752540080000
4753600010000
7050000020001
7050000110000

THIS DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT, FIXTURE FILING AND FINANCING STATEMENT COVERING TIMBER TO BE CUT (this "Deed of Trust") is dated as of April 20, 2007 by and from LONGVIEW FIBRE COMPANY, a Washington corporation, as grantor ("Grantor"), having an address of 300 Fibre Way, Longview, Washington 98632, for good and valuable consideration, to TICOR TITLE INSURANCE COMPANY, a California corporation, as trustee, ("Trustee"), having an address at 600 SW 39th Street, Suite 100, Renton, Washington 98055, for the benefit of MERRILL LYNCH COMMERCIAL FINANCE CORP., a Delaware corporation having an address of 4 World Financial Center, 10th Floor, New York, New York 10080 (together with its successors and assigns, including the Trustee, "Beneficiary").

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 (as defined herein) to be cut and as-extracted collateral pursuant to Article 9 of the Uniform Commercial Code, RCW 62A.9A-502(c).

RECITALS

WHEREAS, the lenders under 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 in the aggregate principal amount of \$1,350,000,000 pursuant to that certain Credit Agreement dated as of April 20, 2007 (as it may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Horizon Acquisition Co., a Washington corporation (to be merged with and into Longview Fibre Company), Longview Timber LP, a Delaware limited partnership (the "Parent"), the lenders from time to time parties to the Credit Agreement (the "Bridge Lenders"), Beneficiary, as administrative agent for the Bridge Lenders and RBC Capital Markets Corporation and The Bank of Nova Scotia, as Co-Syndication Agents, pursuant to which this Security Instrument is executed; and

WHEREAS, pursuant to the Credit Agreement, the Bridge Lenders have appointed, and Beneficiary has agreed to act, as administrative agent for the Bridge Lenders.

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 additional lands, estates and development rights hereafter acquired by Grantor for use in connection with the Land and the development of the Land and all additional lands and estates therein which may, from time to time, by supplemental mortgage or otherwise be expressly made subject to the lien of this Deed of Trust;

C. 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;

D. 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 Mortgaged Property (collectively, the "Timber") and all Forest Products arising out of, generated by or from the Land, and any and all products or proceeds of any of the foregoing and wherever located, subject to rights of Persons other than Grantor pursuant to any Cutting Rights Agreement or Timber Sales Agreement;

E. 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;

F. All Fixtures (as hereinafter defined) and Personal Property (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;

G. All leases, subleases, subsubleases, lettings, licenses, concessions or other agreements pursuant to which any Person is granted a possessory interest in, or right to use or occupy all or any portion of, the Land and the Improvements, and all right, title and interest of Grantor, its successors and assigns therein and thereunder, including, without limitation, cash or securities deposited thereunder to secure the performance by the lessees of their obligations thereunder and all rents, additional rents, rent equivalents, moneys payable as damages or in lieu of rent or rent equivalents, royalties (including, without limitation, all oil and gas or other mineral royalties and bonuses), income, receivables, receipts, revenues, deposits (including, without limitation, security, utility and other deposits), accounts, cash, issues, profits, charges for services rendered, and other consideration of whatever form or nature received by or paid to or for the account of or benefit of Grantor or its agents or employees from any and all sources arising from or attributable to the Property, the sale or lease of the Land, the Timber, the Minerals, the Improvements, the Forest Products and the Fixtures (collectively, the "Rents");

H. All accounts (as that term is defined in the UCC referred to in Section 1.01 below) arising from the sale of any of the Mortgaged Property (collectively, the "Accounts");

I. 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 to the extent Grantor's rights thereunder are transferable or assignable;

J. All insurance proceeds in respect of the Property under any policies covering the Mortgaged Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Mortgaged Property;

K. All awards, including interest thereon, which may heretofore and hereafter be made with respect to the Property by reason of condemnation, whether from the exercise of the right of eminent domain (including, but not limited to, any transfer made in lieu of or in anticipation of the exercise of the right), or for a change of grade, or for any other injury to or decrease in the value of the Mortgaged Property;

L. All refunds, rebates or credits in connection with reduction in real estate taxes and assessments charged against the Mortgaged Property as a result of tax certiorari or any applications or proceedings for reduction;

M. The right, in the name and on behalf of Grantor, to appear in and defend any action or proceeding brought with respect to the Mortgaged Property and to commence any action or proceeding to protect the interest of Beneficiary in the Mortgaged Property;

N. All agreements, contracts, certificates, instruments, franchises, permits, licenses, plans, specifications and other documents, now or hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Land and any part thereof and any Improvements or any business or activity conducted on the Land and any part thereof and all right, title and interest of Grantor therein and thereunder, including, without limitation, the right, upon the happening of any default hereunder, to receive and collect any sums payable to Grantor thereunder;

O. All tradenames, trademarks, servicemarks, logos, copyrights, goodwill, books and records and all other general intangibles relating to or used in connection with the operation of the Mortgaged Property;

P. All reserves, escrows and deposit accounts maintained by Grantor with respect to the Mortgaged Property;

Q. All of Grantor's right, title and interest in information, data, and files, in whatever form, and all computer software and hardware relating to the Property, including, without limitation: (i) current forest inventory data pertaining to the Property providing summary level information by stand, species, component and diameter level and planting records showing seed source and stock type; (ii) geographic information system data relating to elevation, public land surveys, stands, property boundaries, roads, historical harvest units and years of harvest, wildlife threatened and endangered layers, thinning, fertilization, planting, including stock type and watershed data; (iii) Grantor's road maintenance plan for the Property; (iv) Grantor's watershed analysis for the Property; (v) all aerial photographs pertaining to the Property; (vi) all maps relating to the Property; and (vii) Grantor's records relating to the accounting and management functions of the Property;

R. All proceeds of the foregoing, including the proceeds of any sale, option or contract to sell the Mortgaged Property or any portion thereof; and

S. Any and all other rights of Grantor in and to the items set forth in subsections (A) through (R) above.

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 for and on behalf of Beneficiary and to the use and benefit of Beneficiary and Trustee and their successors and assigns forever subject, however, to the terms and conditions herein:

Grantor covenants and agrees with Beneficiary as follows:

ARTICLE I

Section 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 H 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 Bridge 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.

Personal Property: All machinery, equipment, fixtures (including, but not limited to, all heating, air conditioning, plumbing, lighting, communications and elevator fixtures), furniture, software used in or to operate any of the foregoing and other property of every kind and nature whatsoever owned by Grantor, or in which Grantor has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, and usable in connection with the present or future operation and occupancy of the Land and the Improvements and all building equipment, materials and supplies of any nature whatsoever owned by Grantor, or in which Grantor has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, or usable in connection with the present or future operation and occupancy of the Land and the Improvements.

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

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

Secured Obligations: All Obligations (as defined in the Credit Agreement) of Grantor. The maximum principal amount to be advanced pursuant to the Credit Agreement and promissory note(s) secured by this Deed of Trust is \$1,350,000,000.

Timber: As defined in Granting Paragraph D 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.

ARTICLE II

Section 2.01 Performance of Bridge 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 the Bridge Documents and duly and punctually will pay, or will cause payment to be made to Beneficiary of the sum of money expressed in the Bridge 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 Bridge Documents, all without any deductions or credit for taxes or other similar charges paid by Grantor.

Section 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 or Beneficiary in the Mortgaged Property, this Deed of Trust, or the Bridge 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.

Section 2.03 Insurance.

(a) Grantor shall, at its sole cost and expense, maintain insurance as required by the Credit Agreement.

(b) All policies of insurance required by this Deed of Trust shall (i) with respect to general liability insurance, shall name Beneficiary as an additional insured, (ii) 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, and (iii) 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.

(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.

Section 2.04 Condemnation. 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 Bridge Documents. All compensation, awards, and other payments or relief therefor shall be applied in accordance with the applicable provisions of the Credit Agreement. If any 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.

Section 2.05 Care of the Mortgaged Property.

(a) Except for the harvesting of Timber and the building of roads 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.

(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 \$1,000,000.00 per occurrence (or which results in aggregate losses in excess of \$10,000,000.00 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 and Restrictions affecting the Mortgaged Property or any part thereof, including, without limitation, all Laws and Restrictions 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 to the extent feasible and economically reasonable 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.

Section 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 Bridge 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.

Section 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.

Section 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 premiums; 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 Bridge 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.

Section 2.09 Indemnity and Attorneys' Fees. 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.

Section 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.

Section 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.

Section 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.

Section 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.

Section 2.14 Leasing. Grantor will not further assign the Leases or pledge, transfer, mortgage or otherwise encumber or assign future payments of Rents except as is permitted under the Bridge Documents.

ARTICLE III

Section 3.01 Event of Default. The term "Event of Default", wherever used in this Deed of Trust, shall mean an Event of Default as defined in the Credit Agreement.

Section 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 Bridge 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.

Section 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; (ii) insure or keep the Mortgaged Property insured; provided that, this property insurance shall not be obtained on standing Timber; (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; and (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 Bridge 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.

Section 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.

Section 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 Bridge 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.

Section 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 progress, 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.

Section 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.

Section 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.

Section 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 expenses, 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.

Section 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.

Section 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.

Section 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 considered 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 executed from time to time and as often as may be deemed expedient by Beneficiary.

Section 3.13 No Waiver of One Default to Affect Another, etc. No waiver of any default by Beneficiary 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 Bridge 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 Bridge 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 Bridge 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.

Section 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 Bridge 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 Bridge 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 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 recourse under the Bridge Documents or otherwise at law or equity shall be deemed to cure any Event of Default.

Section 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 state.

Section 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.

Section 3.17 General Powers and Duties of Trustee. At any time or from 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; or
- (d) Reconvey, without warranty, all or any part of the Mortgaged Property.

Section 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 of proceeding in which Grantor, Beneficiary, or Trustee shall be a party unless brought by Trustee.

Section 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.

Section 3.20 Replacement of Trustee. Beneficiary may, from to time, as provided by statute, appoint another trustee in place and stated 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.

Section 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."

Section 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.

Section 3.23 Intentionally Omitted.

Section 3.24 Liens. Grantor shall not create, incur, assume or suffer to exist any Lien on any portion of the Mortgaged Property or permit any such action to be taken other than in accordance with Section 6.3 of the Credit Agreement.

Section 3.25 Bankruptcy. (a) Upon or at any time after the occurrence of an Event of Default, Beneficiary shall have the right to proceed in its own name or in the name of Grantor in respect of any claim, suit, action or proceeding relating to the rejection of any Lease, including, without limitation, the right to file and prosecute, to the exclusion of Grantor, any proofs of claim, complaints, motions, applications, notices and other documents, in any case in respect of the lessee under such Lease under the Bankruptcy Code.

(b) If there shall be filed by or against Grantor a petition under 11 U.S.C. §101 et seq., as the same may be amended from time to time (the "Bankruptcy Code"), and Grantor, as lessor under any Lease, shall determine to reject such Lease pursuant to Section 365(a) of the Bankruptcy Code, then Grantor shall give Beneficiary not less than ten (10) days' prior notice of the date on which Grantor shall apply to the bankruptcy court for authority to reject the Lease. Beneficiary shall have the right, but not the obligation, to serve upon Grantor within such ten-day period a notice stating that (i) Beneficiary demands that Grantor assume and assign the Lease to Beneficiary pursuant to Section 365 of the Bankruptcy Code and (ii) Beneficiary covenants to cure or provide adequate assurance of future performance under the Lease. If Beneficiary serves upon Grantor the notice described in the preceding sentence, Grantor shall not seek to reject the Lease and shall comply with the demand provided for in clause (i) of the preceding sentence within thirty (30) days after the notice shall have been given, subject to the performance by Beneficiary of the covenant provided for in clause (ii) of the preceding sentence.

ARTICLE IV

Section 4.01 Warranty of Title. Grantor is lawfully seized of good, marketable, insurable and 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 existing Timber reservations and (b) to all existing personal property hereby mortgaged and has good right, full power and lawful authority to sell, convey and mortgage the same in the manner and form aforesaid; that, subject to Section 6.3 of the Credit Agreement, 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 subject to Liens permitted by the Credit Agreement. 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. 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.

Section 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.

Section 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 Liens permitted by the Credit Agreement 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 Bridge Documents (including the requirement of providing a bond or other security satisfactory to Beneficiary).

Section 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 material part of the Mortgaged Property or to any undivided interest therein might be set up or made.

Section 4.05 Payment for Labor and Materials. Grantor will promptly pay when due all bills and costs for labor, materials, and specifically fabricated materials incurred in connection with the Property nor permit Liens to remain in effect other than as permitted pursuant to Section 6.3(b) of the Credit Agreement.

ARTICLE V

Section 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.

Section 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.

Section 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 Bridge 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 Bridge Documents shall in no way be affected, prejudiced, or disturbed thereby.

Section 5.04 Notices. All notices, demands, requests, consents, statements, satisfactions, waivers, designations, refusals, confirmation and 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
Three World Financial Center
11th Floor
New York, New York 10281-1021
Attention: Barry Blatman
Fax: (212) 417-7196

with a copy to:

Weil Gotshal and Manges LLP
767 Fifth Avenue
New York, New York 10153-0119
Attention: Simeon Gold, Esq., Steven M. Peck,
Esq.
Fax: (212) 310-8007

If to Beneficiary:

Merrill Lynch Commercial Finance Corp.
4 World Financial Center
10th Floor
New York, New York 10080
Attention: Joseph Magnus
Fax: (212) 738-2700

with a copy to:

Cadwalader, Wickersham & Taft LLP
227 West Trade Street
Suite 2400
Charlotte, North Carolina 28202-1689
Attention: Christopher M. McDermott, Esq.
Fax: (704) 348-5200

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.

Section 5.05 Interpretation. Terms defined in 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.

Section 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.

Section 5.07 WAIVER OF RIGHTS TO TRIAL TO BY JURY. GRANTOR AND BENEFICIARY EACH HEREBY AGREES NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVES ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THE BRIDGE DOCUMENTS, OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY GRANTOR AND BENEFICIARY, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE. EACH OF BENEFICIARY AND GRANTOR IS HEREBY AUTHORIZED TO FILE A COPY OF THIS PARAGRAPH IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER BY GRANTOR AND BENEFICIARY.

Section 5.08 CHOICE OF LAW. THIS DEED OF TRUST SHALL BE GOVERNED, CONSTRUED, APPLIED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH THE PROPERTY IS LOCATED AND APPLICABLE LAWS OF THE UNITED STATES OF AMERICA.

Section 5.09 Full Reconveyance. Upon the payment or satisfaction of all obligations secured hereby and upon Grantor's request and at Grantor's expense, 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.

Section 5.10 Partial Release. Beneficiary shall, upon any transfer or disposition of portions of the Land or Timber to a transferee which is not an Affiliate of Grantor permitted by the Credit Agreement, promptly execute and deliver, and instruct the Trustee to execute and

deliver, such deeds of reconveyance, UCC Amendments and other documents necessary to fully release such Mortgaged Property from the liens and security interests created hereby.

Section 5.11 Waiver of Statute of Limitations. Grantor hereby expressly waives and releases to the fullest extent permitted by law, the pleading of any statute of limitations as a defense to payment of the Obligations or performance of its Other Obligations.

Section 5.12 Sole Discretion of Beneficiary. Whenever pursuant to this Deed of Trust, Beneficiary exercises any right given to it to approve or disapprove, or any arrangement or term is to be satisfactory to Beneficiary, the decision of Beneficiary to approve or disapprove or to decide whether arrangements or terms are satisfactory or not satisfactory shall (except as is otherwise specifically herein provided) be in the sole discretion of Beneficiary and shall be final and conclusive.

Section 5.13 Exculpation. The provisions of Section 8.3 of the Credit Agreement are hereby incorporated by reference into this Deed of Trust to the same extent and with the same force as if fully set forth herein.

Section 5.14 Cross Collateralization And Cross Default. Grantor acknowledges that the Bridge Lenders have made the Bridge Loan to Grantor upon the security of its interest in the Mortgaged Properties (as defined in the Credit Agreement) and in reliance upon the aggregate of the Mortgaged Properties (as defined in the Credit Agreement) taken together being of greater value as collateral security than the sum of the Mortgaged Properties (as defined in the Credit Agreement) taken separately. Grantor agrees that this Deed of Trust and the other Mortgages (as defined in the Credit Agreement) are and will be cross-collateralized and cross-defaulted with each other so that (i) an Event of Default under any Mortgage shall constitute an Event of Default under each Mortgage which secures the Obligations (as defined in the Credit Agreement); (ii) an Event of Default under the Credit Agreement or this Deed of Trust shall constitute an Event of Default under each Mortgage and (iii) each Mortgage shall constitute security for the Obligations (as defined in the Credit Agreement) as if a single blanket lien were placed on all of the Mortgaged Properties (as defined in the Credit Agreement) as security for the Obligations (as defined in the Credit Agreement).

Section 5.15 Prepayment. The Secured Obligations may not be prepaid in whole or in part except in strict accordance with the express terms and conditions of the Credit Agreement.

Section 5.16 Prepayment on Casualty/Condemnation and Change in Tax and Debit Credit Laws. Provided no Event of Default exists under any of the Bridge Documents, in the event of any prepayment of the Obligations pursuant to the terms of the Credit Agreement, no prepayment premium shall be due in connection therewith, but Grantor shall be responsible for all other amounts due under any of the Bridge Documents.

ARTICLE VI

Section 6.01 Security Interest. This Deed of Trust is both a real property mortgage and 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 (10) days prior to any action under the UCC shall constitute reasonable notice to Grantor.

Section 6.02 Financing Statements. Grantor shall deliver to Beneficiary, in form an 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 time 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 are set forth in the first paragraph of this Deed of Trust.

Section 6.03 Fixture Filing; Financing Statement Covering As-Extracted Collateral and Timber to the 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 and as-extracted Collateral. Upon its recording in the real property records, this Deed of Trust shall be effective as a financing statement filed as a fixture filing and when filed shall serve as a financing statement for all intents and purposes thereunder. For purposes of this filing, Grantor is the record owner of the real property including the Mortgaged Property and the real property concerned is described in Exhibit A attached hereto and incorporated herein. 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. Grantor's organizational identification number is 084000074.

Section 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, as-extracted collateral 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, as-extracted collateral 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 Bridge 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 or organization with fifteen (15) days of such change.

Section 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.

Section 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 direct such account debtors to 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 and 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.

Section 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

Section 7.01 Assignment of Rents. Grantor hereby absolutely and unconditionally assigns to Beneficiary and Trustee all of Grantor's right, title and interest in and to all current and future Leases and Rents; it being intended by Grantor that this assignment constitutes a present, absolute assignment and not an assignment for additional security only. Nevertheless, subject to the terms of the Credit Agreement, Beneficiary grants to Grantor a revocable license to collect, receive, use and enjoy the Rents and Grantor shall hold the Rents, or a portion thereof sufficient to discharge all current sums due on the Obligations, for use in the payment of such sums.

ARTICLE VIII

Section 8.01 Due On Sale/Encumbrance. Grantor shall not cause or permit a sale, conveyance, mortgage, grant, bargain, encumbrance, pledge, assignment, grant of any options with respect to, or any other transfer or disposition (directly or indirectly, voluntarily or involuntarily, by operation of law or otherwise, and whether or not for consideration or of record) of a legal or beneficial interest in the Mortgaged Property or any part thereof or Grantor, other than in accordance with the Credit Agreement, without the prior written consent of Beneficiary.

ARTICLE IX

Section 9.01 Principles of Construction. In the event of any inconsistencies between the terms and conditions of this Article IX and the terms and conditions of this Deed of Trust, the terms and conditions of this Article IX shall control and be binding.

(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.

Section 9.02 Non-Agricultural User Commercial Loans. 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 and household purposes.

Section 9.03 Statutory Notice. ORAL AGREEMENTS OR ORAL COMMITMENTS TO LEND MONEY, EXTEND CREDIT, OR FOREBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

Section 9.04 Multiple Originals. This Deed of Trust is being executed in multiple originals in order to be recorded simultaneously in each of the counties where the Mortgaged Property is located. All such originals shall constitute one and the same Deed of Trust.

(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: 


Name: Craig Laurie

Title: President

Unofficial Copy

STATE OF *New York*)
COUNTY OF *New York*) ss.:

On the 18 day of April, 2007, before me, the undersigned, personally appeared Craig Laurie personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

[SEAL]

My commission expires:

PETER A. SCHELL
Notary Public, State of New York
No. 31-4959955
Qualified in New York County
Commission Expires Dec. 18, 2009.

EXHIBIT A

(Legal Description)

Unofficial
Copy

EXHIBIT 'A'

93-03-36

PARCEL 1

All of Section 1, Township 2 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington.

PARCEL 2

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

PARCEL 3

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

PARCEL 6

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

PARCEL 7

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

Excepting 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°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 Northeast Quarter of Northwest Quarter of said Section 14; Thence North 01°14'54" East, 200 feet, more or less, to the point of beginning.

Also Except that portion conveyed to Kevin Cornell by instrument recorded in Auditor File No. 2005159774.

PARCEL 8

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

Except Lot 1 of the Boise Cascade Short Plat recorded in Bok 3 of Short Plats, Page 22.

PARCEL 12

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

PARCEL 13

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

PARCEL 14

All of Section 18, Township 2 North, Range 6 East of the Willamette Meridian, in the County of Skamania, State of Washington.

PARCEL 15

Government Lots 1, 3 & 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 of the Willamette Meridian, in the County of Skamania, State of Washington.

PARCEL 16

The Northwest Quarter of Section 30, Township 2 North, Range 6 East of the Willamette Meridian, in the County of Skamania, State of Washington.

Except that portion conveyed to United States of America by instrument recorded in Book 139, Page 527.

Also Except a strip of land 300 feet in width acquired by the United States of America by instrument recorded in Book 27, Page 319.

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93-03-38

PARCEL 17

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, in Section 25, Township 2 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington .

Excepting therefrom that portion conveyed to United States of America by instrument recorded in Book 27, Page 319.

PARCEL 18

The Northeast Quarter of the Southwest Quarter of Section 26, Township 2 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington and that portion of the Southeast Quarter of said Section 26 as disclosed by Deed recorded in Book 38, Page 365 as follows:

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; 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 judgement in condemnation recorded in Book 27 at Page 319.

PARCEL 19

All of Section 2, Township 2 North, Range 6 East of the Willamette Meridian, in the County of Skamania, State of Washington, lying North of the South Boundary line of the U.S. Bonneville Power Administration Power Line easement as established and surveyed in 1952.

PARCEL 20

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 Powerline Easement as established and surveyed in 1952, all in Section 3, Township 2 North, Range 6 East of the Willamette Meridian, in the County of Skamania, State of Washington.

PARCEL 21

A tract of land in Section 4, Township 2 North, Range 6 East of the Willamette Meridian in the County of Skamania, State of Washington described as follows:

Government Lots 1, 2, 3 and 4; the South Half of the North Half; the Southeast Quarter; Excepting portions of the Southeast Quarter as follows:

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

That portion deeded to the Pacific Telephone and Telegraph Company by deed recorded January 12, 1955 in Book 39, Page 143.

That portion deeded to Oregon-Washington Railroad and Navigation Company by deed recorded October 10, 1963 in Book 52, Page 88.

That portion deeded to the State of Washington, by deed recorded October 22, 1976 in Book 71, Page 788.

PARCEL 22

All that portion of the Northwest Quarter in Section 9, Township 2 North, Range 6 East of the Willamette meridian, in the County of Skamania, State of Washington lying North and West of the South Boundary line of the U.S. Bonneville Power Administration Powerline Easement as established and surveyed in 1952.

PARCEL 23

The Southeast Quarter; the South Half of the Northeast Quarter; the Southeast Quarter of the Northwest Quarter and all of Government Lot 2, all in Section 19, Township 2 North, Range 6 East of the Willamette Meridian, in the County of Skamania, State of Washington.

PARCEL 24

Government Lot 4 in Section 3, Township 2 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington.

PARCEL 25

The West Half of Northwest Quarter and the South Half, in Section 9, Township 2 North, Range 7 East of Willamette Meridian, in the County of Skamania, State of Washington.

Excepting that portion lying West of the Thread of Greenleaf Creek.

Also Excepting that portion lying within the 300 foot strip of land acquired by the United States of America for the Bonneville Power Administration Electric Power Transmission Lines.

PARCEL 26

The West Half of the Northeast Quarter; the North Half of the Southeast Quarter; the South Half of the Northwest Quarter; Government Lots 1, 8 and 9 in Section 16, Township 2 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington.

Excepting that portion conveyed to United States of America by instrument recorded in Book 139, Page 527.

Also Excepting a portion of said Government Lots 8 and 9 described in Book 80 , Page 109, as follows:

Beginning at a point marking the intersection between the center of Greenleaf creek and the South line of said Government Lot 9, said point being located on the North line of the B.B. Bishop Donation Land Claim; thence following the center of greenleaf creek in a northeasterly direction to a point in the said Government Lot 8, North 430 feet from the North line of the said Bishop Donation land claim; thence Westerly parallel to and 430 feet distant from the North line of the said Bishop Donation land claim to the centerline of the Pacific Northwest Pipeline Corporation Easement for Gas Transmission Line; thence Southwesterly along the centerline of said easement to the North line of said Bishop Donation Land Claim; Thence east along the North line of said Donation Land claim to the point of beginning.

PARCEL 27

The Southeast Quarter of Section 22; the Southwest Quarter of Section 23; the Southwest Quarter of the Northwest Quarter; the Southwest Quarter; and the Southwest Quarter of the Southeast Quarter of Section 26, All of Section 27, the East Half of the East Half of Section 28 and the North Half of the Northeast Quarter of Section 34, All in Township 3 North, Range 5 East of the Willamette Meridian, County of Skamania, State of Washington.

PARCEL 28

The Southwest Quarter of Section 26; the East Half and the Southwest Quarter of Section 34; the West Half of the East Half and the West Half of Section 35, All in Township 3 North, Range 6 East of the Willamette Meridian, in the County of Skamania, State of Washington.

PARCEL 29

The East Half and the Southwest Quarter of Section 28, Township 3 North, Range 6 East of the Willamette Meridian, in the County of Skamania, State of Washington.

PARCEL 30

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 of Section 32, Township 3 North, Range 6 East of the Willamette Meridian, in the County of Skamania, State of Washington.

PARCEL 31

The Southeast Quarter of Section 11; the South Half and Government Lots 2, 3 and 4 in Section 12; the West Half of Section 13; the North Half; the Southeast Quarter; and the North Half of the Southwest Quarter of Section 14, all in Township 3 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington.

PARCEL 32

The Southeast Quarter of the Northeast Quarter Section 22; the West Half of the West Half; the Southeast Quarter of the Northwest Quarter; the Northeast Quarter of the Southwest Quarter in Section 23, all in Township 3 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington.

PARCEL 33

The East Half of the Northwest Quarter of Section 24, Township 3 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington.

PARCEL 34

The Southeast Quarter; Government Lots 5, 6, 7, 8 and 9; and that portion of Government Lot 10 lying Northerly of Wolf Creek, All in Section 24, Township 3 North, Range 7½ East of the Willamette Meridian, in the County of Skamania, State of Washington.

PARCEL 35

A Tract of land in Section 25, Township 3 North, Range 7½ East of the Willamette Meridian, in the County of Skamania, State of Washington described as follows:

The North Half of 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 No. 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.

Also Excepting that portion thereof deeded to Skamania County by Deed recorded June 2, 1976 in Book 71, Page 63.

Together with that portion of the North Half of the Southeast Quarter of said Section 25 lying South of that 300 foot strip of land acquired by the United States of America for Bonneville Power Administration. Also as described by Deed recorded in Book 53, Page 318.

PARCEL 36

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 8, Township 3 North, Range 8 East of the Willamette Meridian, in the County of Skamania, State of Washington.

PARCEL 37

The East Half of the Southeast Quarter of Section 22, Township 3 North, Range 8 East of the Willamette Meridian, in the County of Skamania, State of Washington.

PARCEL 38

That portion of the South Half of the Southeast Quarter of Section 26, Township 4 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington.

Excepting therefrom the following:

Beginning at the Quarter corner common to Sections 26 & 35, Township 4 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington; Thence along the North-South centerline of 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 1,100.00 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 67452, recorded in Volume 56, 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 it's intersection with the North-South centerline of said Section 26; Thence South 01°38'30" West 139.7 feet along said centerline to a 1 ½ 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 centerline of Trout Creek and also that portion lying Northeasterly of the center of Wind River.

PARCEL 39

The Northeast Quarter and the North Half of the Southeast Quarter of Section 35, Township 4 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington.

Excepting therefrom the following:

Beginning at an 8" diameter Douglas Fir Tree, set as a witness to the corner of Sections 25, 26, 35 and 36, Township 4 North, Range 7 East, of the Willamette Meridian, in the County of Skamania, State of Washington by Mart C. Perkins, licensed land surveyor, in 1957, said tree being 262.00 feet South of said Corner; Thence Southerly along the Section line common to said Sections 35 & 36 a distance of 988.00 feet to a $\frac{3}{8}$ " by $\frac{3}{4}$ " 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 $\frac{1}{4}$ " steel axle extending 6" above the ground; Thence South a distance of 960.00 feet to a 1 $\frac{1}{4}$ " steel rod extending 6" above the ground; Thence East a distance of 1,320.00 feet, more or less, to a point on aforesaid Section line which is marked with a $\frac{3}{8}$ " by $\frac{3}{4}$ " rod extending 12" above the ground; Thence Northerly along said section line a distance of 960.00 feet to the true point of beginning.

And further excepting that portion of the above described property described in deed to Richard G. Misner, et ux, recorded June 26, 1985 in Book 84, Page 690;

Also Excepting that portion of the above described property described in Deed to Glen Richie recorded June 26, 1985 in book 84, Page 691.

93-03-34

PARCEL 40

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; all in Township 2 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington.

Except public roads.

Also Excepting therefrom that portion conveyed to Gary Talby in Book 136, Page 837 which lies South of the North Fork of the Washougal River, in the Southeast Quarter of the Southwest Quarter of said Section 17.

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93-03-35

PARCEL 41

Government Lots 1, 2, 3 and 4 and the South Half of the North Half of Section 3, Township 2 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington

PARCEL 42

Government Lots 1, 2, 3 and 4; the Northeast Quarter of the Southwest Quarter; the South Half of the Southwest Quarter; the Southwest Quarter of the Southeast Quarter, Section 4, Township 2 North, Range 5 East, of the Willamette Meridian, in the County of Skamania, State of Washington.

PARCEL 43

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

Unofficial Copy

93-03-37

PARCEL 44

The South Half of Section 17, Township 2 North, Range 6 East of the Willamette Meridian, in the County of Skamania, State of Washington.

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93-03-40

PARCEL 45

Government Lots 5 and 8 and the West Half of Government Lot 7, in Section 25, Township 3 North, Range 7½ East of the Willamette Meridian, in the County of Skamania, State of Washington.

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PARCEL 46

Beginning at a point 1,980 feet East of the Southwest Corner of the Southeast Quarter of Section 25, Township 4 North, Range 7½ East, of the Willamette Meridian, in the County of Skamania, State of Washington; Thence North 1,080 feet; Thence East 660 feet to the East Section line; Thence South 1,080 feet along said East line to the Southeast Corner of said Section 25; Thence West 660 feet to the Point of Beginning.

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93-03-42

PARCEL 47

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, State of Washington.

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93-03-22

PARCEL 48

The Southwest Quarter of Section 3, Township 2 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington.

PARCEL 49

The South Half of the North Half, the North Half of the Southeast Quarter, the Southeast Quarter of the Southeast Quarter and the Northwest Quarter of the Southwest Quarter in Section 4; All of Section 5, All in Township 2 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington.

PARCEL 50

All of Section 6, Township 2 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington.

PARCEL 51

All of Section 10, Township 2 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington.

PARCEL 52

Government Lot 4; the Southwest Quarter of the Northwest Quarter and the West Half of the Southwest Quarter of Section 3, Township 2 North, Range 6 East of the Willamette Meridian, in the County of Skamania, State of Washington.

Except that portion lying South of the South right of way survey line of that Transmission line easement recorded in Book 39, Page 485 as disclosed by Deed recorded in Book 139, Page 527.

93-03-30

PARCEL 53

The North Half of the Northwest Quarter and the Southwest Quarter of the Northwest quarter of Section 33, Township 3 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington.

Unofficial
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93-03-20

PARCEL 54

All of Section 32; the Southwest Quarter and the Southeast Quarter of the Northwest quarter of Section 33; All in Township 3 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington.

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93-03-23

PARCEL 55

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 of the Willamette Meridian, in the County of Skamania, State of Washington.

Unofficial
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93-03-11

PARCEL 56

The Southeast Quarter of the Northeast Quarter and the East Half of the Southeast Quarter of Section 6, Township 3 North, Range 8 East of the Willamette Meridian, in the County of Skamania, State of Washington.

Excepting that portion lying Southerly of the center line of Panther Creek.

PARCEL 60

The Southwest Quarter of the Northwest Quarter of Section 5, Township 3 North, Range 8 East of the Willamette Meridian, in the County of Skamania, State of Washington.

Unofficial Copy

93-03-29

PARCEL 57

The Southeast Quarter of the Southwest Quarter of Section 18, Township 3 North, Range 8 East of the Willamette Meridian, in the County of Skamania, State of Washington.

PARCEL 58

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

PARCEL 61

The Northeast Quarter of the Northeast Quarter of Section 36, Township 4 North, Range 7½ East of the Willamette Meridian, in the County of Skamania, State of Washington.

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93-03-04 and 93-03-14

PARCEL 59

Government Lots 1, 2, 3 and 4, the East Half of the Northwest Quarter, the East Half of the Southwest Quarter and the West Half of the Southeast Quarter of Section 30, Township 3 North, Range 8 East of the Willamette Meridian, in the County of Skamania, State of Washington.

Except that portion conveyed to the United States of America for the Bonneville Power Lines being 300 feet wide.

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93-03-07

PARCEL 62

Government Lot 6 and the West 34 Rods of the West Half of the Southwest Quarter of the Northeast Quarter in Section 25, Township 3 North, Range 7½ East of the Willamette Meridian, in the County of Skamania, State of Washington.

Except that portion conveyed to Carl Krohn by instrument recorded in Book 55, Page 363.

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93-03-13

PARCEL 63

The South Half of the Southeast Quarter, the South Half of the Northwest Quarter of the Northeast Quarter of the Southeast Quarter and the South Half of the Northeast Quarter of the Southeast Quarter of Section 10 Township 4 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington.

PARCEL 64

That portion of the East Half of Section 15, Township 4 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington lying Northerly of the Wind River Highway.

Excepting therefrom the following:

Beginning at a point 2030.1 feet South $00^{\circ}22'$ West of Section Corner common to Section 10, 11, 14 and 15, Township 4 North, Range 7 East of the Willamette Meridian, said point being an iron pipe set in Westerly boundary of county road right of way known as Leete Road; from said point thence West for a distance of 450.0 feet to an iron pipe; thence South $15^{\circ}45'$ East for a distance of 1283.1 feet to an iron pipe set in Northerly right of way boundary of Wind River Highway; thence South $57^{\circ}09'$ East along Northerly right of way boundary of said Highway for a distance of 118.5 feet to an iron pipe set in intersection of State Highway Right of Way boundary and Westerly right of way boundary of Leete Road; thence Northerly along West right of way boundary of Leete Road for a distance of 1299.4 feet more or less to point of beginning.

93-03-01 and 93-03-02

PARCEL 65

The Southwest Quarter, the Southeast Quarter and the Northeast Quarter of Section 10, Township 7 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington.

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93-03-06

PARCEL 66

The West Half of the Northwest Quarter and the Northwest quarter of the Northeast Quarter of the Southwest Quarter of Section 24, Township 3 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington.

Unofficial
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93-03-15

PARCEL 67

That portion of the Felix G. Iman D.L.C. in Section 2, Township 2 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington lying Northwesterly of the 300 foot strip of land acquired by the United States of America for the Bonneville Power Administration Electric Lines.

Also that portion of Government Lot 2 and the West Half of the Northwest Quarter of Section 2, Township 2 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington lying Northwesterly of the 300 foot strip of land acquired by United States of America for the Bonneville Power Administration Transmission Lines.

PARCEL 68

Government Lots 1, 2, 3 and 5, the Southwest Quarter of the Northeast Quarter, the South Half of the Northwest Quarter, the Southwest Quarter and the Northwest Quarter of the Southeast Quarter of Section 3, Township 2 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington.

Except that portion lying within the 300 foot strip of land acquired by the United States of America for the Bonneville Power Administration Electric Power Transmission Lines.