

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

John B. D'Agostino, Esq.
Edwards Angell Palmer & Dodge, LLP
20 Church Street, 20th Floor
Hartford, CT 06103

Loan No. C

See 30316
**MODIFICATION AND SUBORDINATION OF
SECOND DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT
OF LEASES AND RENTS, FIXTURE FILING AND FINANCING STATEMENT**

DOCUMENTS RELEASED OR ASSIGNED: None

GRANTOR: LONGVIEW TIMBERLANDS LLC,
a Delaware limited liability company

GRANTEE (Trustee): TICOR TITLE INSURANCE COMPANY
600 SW 39th Street, Suite 100
Renton, WA 98055

GRANTEE (Beneficiary): METROPOLITAN LIFE INSURANCE COMPANY,
a New York corporation, as Collateral Agent

ABBREVIATED LEGAL DESCRIPTION: SEC 1 TWP 2 RGE 5, Skamania County, Washington

ASSESSOR'S PROPERTY TAX PARCEL ACCOUNT NUMBERS: 2050000010000
See page ii for complete list of tax parcel numbers.

**REFERENCE NUMBERS OF DOCUMENT BEING MODIFIED: NO. 2008169739 IN
SKAMANIA COUNTY, WASHINGTON.**

SKAMANIA COUNTY	
Tax Parcel Number	
2050000010000	
2050000020200	
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2050000030100	
2050000030200	
2050000040000	
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2050000060000	
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2070900040000	
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2071600020100	
3050000080000	
3050000200000	
3050000210000	

SKAMANIA COUNTY	
Tax Parcel Number	
3060000200000	
3060000220000	
3060000260000	
3070000060000	
3070000140000	
3072300040000	
3072400010000	
3072400020000	
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3080500030000	
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3081800070000	
3081900020000	
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3752400020000	
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7050000110000	

This **MODIFICATION AND SUBORDINATION OF SECOND DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS, FIXTURE FILING AND FINANCING STATEMENT** (this "**Modification**") dated November ____, 2008, modifies that certain Second Deed of Trust, Security Agreement, Assignment of Leases and Rents, Fixture Filing and Financing Statement (as amended, restated, extended, renewed or otherwise modified from time to time, the "**Deed of Trust**") dated as of April 3, 2008, recorded with the County Clerk for Skamania County, Washington (the "**County Clerk**") under recording number **2008-169739**, from **LONGVIEW TIMBERLANDS LLC**, a Delaware limited liability company, as grantor (the "**Grantor**"), to **TICOR TITLE INSURANCE COMPANY**, as trustee (the "**Trustee**"), in favor of **METROPOLITAN LIFE INSURANCE COMPANY**, a New York corporation, as beneficiary, for itself as lender, and as Collateral Agent under, and as such term is defined in, that certain Amended and Restated Co-Lending, Servicing and Agency Agreement of even date herewith (as amended, restated, extended, renewed or otherwise modified from time to time) among Metropolitan Life Insurance Company, American AgCredit, FLCA, and Rabobank, N.A., (collectively, the "**Lenders**" or "**Co-Lenders**") (Metropolitan Life Insurance Company, in such capacities being referred to herein as the "**Beneficiary**"), securing a loan in the original principal amount of Three Hundred Thirty-Three Million Three Hundred Thirty-Three Thousand Three Hundred Thirty-Four and No/100 US Dollars (US\$333,333,334.00) ("**Loan B**"), and encumbering the real property (the "**Premises**") legally described on Schedule A to the Deed of Trust and on **Schedule B** of this Modification.

For purposes of Article 9 of the Uniform Commercial Code (RCW 62A.9A), the Deed of Trust, as amended by this Modification, constitutes a Security Agreement with the Grantor being the Debtor and the Beneficiary being the Secured Party. The Deed of Trust, as amended by this Modification, also constitutes a Financing Statement filed as a fixture filing pursuant to Article 9 of the Uniform Commercial Code. The Deed of Trust, as amended by this Modification, 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)).

WITNESSETH:

WHEREAS, the Grantor executed and delivered the Deed of Trust, to the Trustee for the benefit and security of the Beneficiary in connection with that certain Loan Agreement dated as of April 3, 2008, as amended by that certain First Amendment of Loan Agreement dated as of October 10, 2008 (the "**Original Loan Agreement**") among Grantor, Longview Timber, Corp., a Delaware corporation, and Longtimber Company of Oregon, an Oregon corporation, and Beneficiary, and which Original Loan Agreement is

being amended and restated pursuant to that certain Amended and Restated Loan Agreement of even date herewith by and among the Grantor and Longview Timber, Corp., a Delaware corporation (collectively, the "**Borrowers**"), and Beneficiary (such Amended and Restated Loan Agreement as amended, restated, extended, renewed or otherwise modified from time to time, the "**Loan Agreement**"), which provides, among other things, for an additional loan from one or more of the Co-Lenders to the Borrowers in the principal sum of \$70,000,000.00 (the "**Additional Loan**"), which Additional Loan will be consolidated with, and added to, the original Loan C (as defined in the Loan Agreement) pursuant to the terms and provisions of the Loan Agreement;

WHEREAS, the Grantor and the Beneficiary desire to amend and modify the Deed of Trust to make certain conforming amendments thereto in connection with the foregoing, and to correct scrivener's errors in the legal descriptions of certain parcels comprising the Premises, which appear on Schedule A to the Deed of Trust;

WHEREAS, additionally the Grantor and the Beneficiary desire to ratify and confirm the subordination of the Deed of Trust to the First Mortgage (as defined in this Modification);

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged Grantor and Beneficiary hereby agree to supplement and amend the Deed of Trust as set forth herein;

AND FURTHERMORE, FOR THE PURPOSE OF SECURING payment and performance of the Secured Obligations (as such term is hereinafter defined) and the trust herein created, Grantor does hereby **GRANT, BARGAIN, SELL, CONVEY AND CONFIRM**, to the Trustee, **IN TRUST, WITH POWER OF SALE**, for the benefit and security of Beneficiary, under and subject to the conditions hereinafter set forth and set forth in the Deed of Trust, all right title and interest in and to the property and interests in the Mortgaged Property described in Schedule A to the Deed of Trust and in the Granting Clauses of the Deed of Trust which constitute or may constitute an interest in real property or fixtures, which description of the Premises in said Schedule A is restated in part in order to reflect the corrected legal descriptions for certain pieces or parcels of land included within, and constituting a portion of, the Premises, as said revised legal descriptions are more particularly set forth on Schedule B attached hereto and made a part hereof (as more particularly described in **Section 2** of this Modification), and Grantor does hereby grant to Beneficiary a security interest in and a pledge of the property and interests in the Mortgaged Property described in said Granting Clauses, which constitute or may constitute goods, timber to be cut, as extracted collateral or personal property;

AND BENEFICIARY'S RIGHTS hereunder shall include, without limitation, the right to foreclose judicially or non-judicially against the Mortgaged Property upon the occurrence of an Event of Default;

TO HAVE AND TO HOLD the Real Property Collateral, together with the rights, privileges and appurtenances thereto belonging, unto the Trustee and its substitutes or successors, forever, and Grantor hereby binds itself and its heirs, executors, administrators, personal representatives, successors and assigns to warrant and forever defend the Real Property Collateral unto the Trustee, its substitutes or successors and assigns, against the claim or claims of all persons claiming or to claim the same or any part thereof, together with the rights, privileges and appurtenances thereto belonging, unto the Beneficiary and its successors and assigns, forever, and Grantor hereby binds itself and its heirs, executors, administrators, personal representatives, successors and assigns to warrant and forever defend the Code Collateral unto the Beneficiary, its successors and assigns, against the claim or claims of all persons claiming or to claim the same or any part thereof.

THIS MODIFICATION IS MADE upon the terms and conditions contained herein, in the Loan Agreement, the Notes and the other Loan Documents (as such term is defined in the Loan Agreement). This Modification is given to secure the Secured Obligations. Any capitalized term used in this Modification and not otherwise defined herein shall have the meaning assigned to said term in the Deed of Trust;

AND Grantor hereby agrees with the Beneficiary as follows:

1. **INCORPORATION BY REFERENCE.** The foregoing recitals and the terms and provisions of the Deed of Trust are hereby incorporated by reference as if set forth at length herein.

2. **CORRECTION OF LEGAL DESCRIPTION.** In addition to the other modifications and amendments described in this Modification, this Modification shall serve to correct certain scrivener's errors contained in portions of the legal description for the Premises set forth on Schedule A to the Deed of Trust. The amended and restated legal description for each piece or parcel of land included within, and constituting a portion of, the Premises for which corrections have been made is as set forth on **Schedule B** attached hereto.

Accordingly, Schedule A to the Deed of Trust is hereby amended by restating the legal description with respect to those pieces or parcels of land included within, and constituting a portion of, the Premises, and which have been revised on **Schedule B** attached hereto and made a part hereof. Except to the extent of the specific pieces or parcels of land specifically restated on **Schedule B** (as attached hereto), Schedule A is and shall continue to be in full force and effect and remain unchanged in any manner whatsoever, and is hereby in all respects ratified and confirmed.

For purposes of clarification, the term "**Premises**" as used in the Deed of Trust (as amended by this Modification), is hereby deemed to mean and refer to the Premises more particularly described on Schedule A attached to the Deed of Trust, as certain portions

thereof have been restated by the provisions of Schedule B attached hereto, in accordance with the provisions hereof.

3. **NO IMPAIRMENT OF LIEN.** Except as specifically set forth in Section 5 of this Modification, nothing set forth herein shall affect the priority or extent of the lien of the Deed of Trust or any of the other Loan Documents, nor release or change the liability of any party who may now be or after the date of this Modification may become liable, primarily or secondarily, under the Deed of Trust or any of the other Loan Documents. The Notes, the Deed of Trust and the other Loan Documents shall remain in full force and effect and this Modification shall have no effect on the priority (except as specifically set forth in Section 5 of this Modification) or validity of the liens set forth in the Deed of Trust or the other Loan Documents, which are incorporated herein by reference.

4. **GENERAL AMENDMENT.** The Deed of Trust is hereby amended to make the recitations and contents thereof consistent with the recitations and terms of this Modification, and is further amended to provide that all references herein and in the Deed of Trust to the Borrowers, the Loan Agreement and the other Loan Documents shall hereafter be references to such terms as they are modified and amended in the manner described and defined in this Modification, or as required to be consistent therewith.

For purposes of clarification, the term "Obligations" and/or "Secured Obligations" as used in this Modification shall have the meaning set forth in Section 1.1 of the Deed of Trust, provided that with respect to said terms "Obligations" and/or "Secured Obligations", all references therein (and/or in the Deed of Trust) to the terms the "Loan Agreement" and the "Loan Documents" shall be deemed to mean and refer to such terms as defined in this Modification.

All references in the Deed of Trust to "Deed of Trust" or "this Deed of Trust" shall be deemed to be references to the Deed of Trust as affected and modified by this Modification. The Deed of Trust and this Modification shall be construed together as a single instrument. This Modification is a Loan Document.

5. **FIRST MORTGAGE; SUBORDINATION.** In connection with the Original Loan Agreement, Grantor executed and delivered to the Trustee, for the benefit of the Beneficiary, that certain Deed of Trust, Security Agreement, Assignment of Leases and Rents, Fixture Filing and Financing Statement dated as of April 3, 2008, relating to the Premises, which was recorded with the County Clerk as Instrument No. 2008-169738 (the "Original First Mortgage"), which Original First Mortgage secures Loan C. The lien of the Original First Mortgage has priority over the Deed of Trust.

As of the date hereof the Co-Lenders have agreed to advance the Additional Loan to the Borrowers, thereby increasing the amount of Loan C (as more particularly described

in the Loan Agreement). In order to further secure the obligations of the Borrowers to the Co-Lenders under Loan C, Grantor is, in addition to this Modification and certain other documents, executing and delivering to the Beneficiary a certain Modification of Deed of Trust, Security Agreement, Assignment of Leases and Rents, Fixture Filing and Financing Statement of even date herewith (the "**First Mortgage Modification**", and together with the Original First Mortgage, and any and all amendments, modifications, restatements and/or extensions thereof or thereto, the "**First Mortgage**"), which First Mortgage Modification secures the original Loan C and the Additional Loan and will be recorded with the County Clerk prior to this Modification. For purposes of clarification, all references in the Deed of Trust (as amended by this Modification) to the First Mortgage shall be deemed to mean and refer to the First Mortgage as defined in this Modification.

In connection with the foregoing, the Grantor and Beneficiary acknowledge and agree that the Deed of Trust is intended to be subject and subordinate to the terms and provisions of the First Mortgage. Accordingly, each of Grantor and Beneficiary hereby subordinate the lien, operation, effect and priority of the Deed of Trust (as amended by this Modification) to the lien of the First Mortgage (as defined in this Modification), all as if the First Mortgage (as defined in this Modification) had been executed, acknowledged, delivered and recorded prior to the execution, acknowledgement, delivery and recording of the Deed of Trust and/or this Modification, but without affecting the Deed of Trust (as amended by this Modification) or the lien thereof in any other manner. The priorities of the deeds of trust established, altered or specified herein are applicable irrespective of the time or order of attachment or perfection thereof.

6. ADDITIONAL DEEDS OF TRUST. Grantor acknowledges and agrees that the terms "Junior Deed of Trust" and "Additional Deeds of Trust" as used in the Deed of Trust shall be deemed to mean and include any and all amendments, modifications, assumptions and/or restatements of any of the foregoing, and any new deed of trust granted by any Borrower to Beneficiary in connection with the execution and delivery of the Loan Agreement.

Grantor further acknowledges and agrees that: (a) the Additional Deeds of Trust, as defined in this **Section 6**, together with the Deed of Trust, as amended by this Modification shall each constitute security for the Notes and the indebtedness referred to therein and the Loan; and (b) if there should be an Event of Default in any of the terms, conditions or obligations of any of the Additional Deeds of Trust and/or any Junior Deed of Trust (each as defined in this **Section 6**), such default shall constitute an Event of Default under the Deed of Trust, as amended by this Modification.

Further, Grantor acknowledges and agrees that the Deed of Trust as amended by this Modification shall be an "Additional Deed of Trust" as defined in all of the Additional Deeds of Trust in the same manner as if this Modification had been a part of the Deed of Trust on the date thereof.

7. **NO WAIVER OF REMEDIES.** EXCEPT AS MAY BE EXPRESSLY SET FORTH HEREIN, NOTHING CONTAINED IN THIS MODIFICATION SHALL PREJUDICE, ACT AS, OR BE DEEMED TO BE A WAIVER OF ANY RIGHT OR REMEDY AVAILABLE TO LENDERS BY REASON OF THE OCCURRENCE OR EXISTENCE OF ANY FACT, CIRCUMSTANCE OR EVENT CONSTITUTING AN EVENT OF DEFAULT UNDER THE NOTES, THE DEED OF TRUST OR THE OTHER LOAN DOCUMENTS.

8. **REFERENCES IN LOAN DOCUMENTS.** Each reference in the Loan Agreement and the Loan Documents to the Deed of Trust shall be deemed and construed to refer to the Deed of Trust as modified by this Modification and are hereby modified accordingly.

9. **DEFAULT.** Any default by Grantor in the performance of its obligations herein contained or any material inaccuracy in the representations and warranties made by Grantor herein shall constitute an Event of Default under the Loan Agreement, the Notes, the Deed of Trust and the other Loan Documents and shall entitle Beneficiary to exercise all of its rights and remedies set forth in the Loan Agreement, the Notes, the Deed of Trust and the other Loan Documents.

10. **RATIFICATION; CONTINUED FORCE AND EFFECT.** This Modification is only a modification of the Deed of Trust and is not intended to, and shall not be construed to, effect a novation, and, except as expressly set forth herein, all of the representations, covenants, terms and conditions of the Deed of Trust and the collateral security provided thereby, have not been modified, amended, cancelled, terminated, released, satisfied, superseded or otherwise invalidated in any manner and shall remain in full force and effect. Grantor hereby ratifies and confirms the Deed of Trust as modified hereby, including all representations, warranties, covenants and obligations set forth therein, and acknowledges and agrees that the Deed of Trust and each other Loan Document as modified hereby are enforceable against Grantor and against the Mortgaged Property and other collateral described therein in accordance with their respective terms.

11. **HEADINGS.** The section headings hereof are inserted for convenience of reference only and shall in no way alter, amend, define or be used in the construction or interpretation of the text of such section.

12. **CONSTRUCTION.** Whenever the context hereof so requires, reference to the singular shall include the plural and likewise, the plural shall include the singular; words denoting gender shall be construed to mean the masculine, feminine or neuter, as appropriate; and specific enumeration shall not exclude the general, but shall be construed as cumulative of the general recitation.

13. MISCELLANEOUS.

(a) Grantor, upon request from Beneficiary, agrees to execute such other and further documents as may be reasonably necessary or appropriate to consummate the transactions contemplated by the Loan Documents or this Modification or to perfect the liens and security interests intended to secure the payment of the Loan evidenced by the Notes.

(b) The execution of this Modification by Beneficiary does not and shall not constitute a waiver of any rights or remedies to which Beneficiary is entitled pursuant to the Loan Agreement, Notes, the Deed of Trust or the other Loan Documents, nor shall the same constitute a waiver of any default which may have heretofore occurred or which may hereafter occur with respect to the Loan Agreement, Notes, the Deed of Trust or the other Loan Documents.

(c) This Modification may be executed in any number of identical counterparts, each of which shall be deemed to be an original, and all of which shall collectively constitute a single agreement, fully binding upon and enforceable against the parties hereto.

(d) This Modification shall be binding upon Grantor, and the successors and assigns of Grantor, and shall be binding upon and inure to the benefit of the Beneficiary, its successors and assigns, including any subsequent holder of the Notes.

(e) This Modification contains the entire agreement between the parties hereto with respect to the modification of the Deed of Trust and fully supersedes all prior agreements and understandings between the parties pertaining to such subject matter.

14. 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.

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

[Remainder of this page intentionally left blank; signature pages follow.]

IN WITNESS WHEREOF, Grantor has executed this instrument under seal as of the day and year first written above.

Witnessed by:

GRANTOR:

LONGVIEW TIMBERLANDS LLC,
a Delaware limited liability company

Cynthia Cogyan
Name:

By: Blake S. Rowe
Name: Blake S. Rowe
Title: President
Duly Authorized

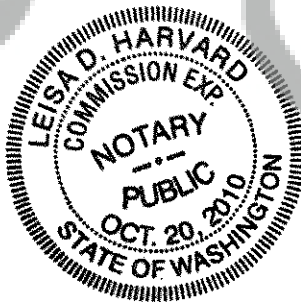
STATE OF WASHINGTON)

)ss.

COUNTY OF CLARK)

On October 29, 2008, before me personally appeared BLAKE S. ROWE, to me known to be the President of Longview Timberlands LLC, a Delaware limited liability company, the company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Signature: Leisa D. Harvard

Name: Leisa D. Harvard

NOTARY PUBLIC in and for the State
of Washington, residing at Vancouver

My appointment expires: 10/20/2010

(Signature Page Loan C 2nd Deed of Trust Skamania, WA)

Witnessed by:

Angie Griffith
Name: Angie Griffith

BENEFICIARY:

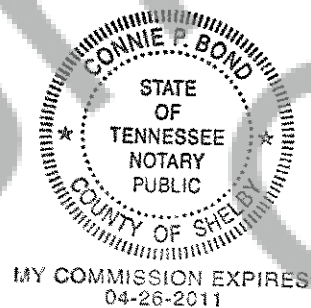
**METROPOLITAN LIFE INSURANCE
COMPANY**

By: *C. Ray Smith*
Name: C. Ray Smith
Title: Director
Duly Authorized

**STATE OF TENNESSEE
COUNTY OF SHELBY**

I, the undersigned Notary Public in and for said State and County, hereby certify that C. Ray Smith, whose name as Director of Metropolitan Life Insurance Company, a New York corporation, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such Director and with full authority, executed the same voluntarily for and as the act of said corporation.

Witness my hand and seal at office this 30th day of October, 2008.



Connie P. Bond
Notary Public
My Commission Expires: 4-26-2011

(Signature Page Loan C 2nd Deed of Trust Skamania, WA)

SCHEDULE B

93-03-11

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.

93-03-36

PARCEL 12

Government Lots 2, 3 & 4 and 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.

93-03-38

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 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 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 $01^{\circ}38'30''$ East 830.00 feet to a point marked by a 1 1/2 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 1/2 inch diameter iron pipe; Thence North 165.00 feet to a point marked by a 1 1/2 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 its intersection with the North-South centerline of said Section 26:

Thence South $01^{\circ}38'30''$ West 139.7 feet along said centerline to a 1 1/2 inch diameter steel rod on line; Thence continuing South $01^{\circ}38'30''$ 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.