

RETURN DOCUMENT TO:

**TRILLIUM CORPORATION
ATTN: VALORIE HANDERSON
1329 N. STATE STREET, SUITE 201
BELLINGHAM, WA 98225**



201003170058

Skagit County Auditor

3/17/2010 Page 1 of 6 2:32PM

DOCUMENT TITLE: WAIVER OF SURFACE RIGHTS

RELATED DOCUMENT: 8907070041

GRANTOR (Mineral Owner): THREE RIVERS TIMBER COMPANY, a Washington corporation

GRANTEE (Surface Owner): LISA INC., a Washington corporation

**ABBREVIATED LEGAL: PTN S3 IN T35N, R4EWM; PTN S26, 27, 34 & 35 IN T36N, R4EWM
(Complete Legal on Page 5-6 of Document)**

**TAX PARCEL NUMBERS: P35704 (350403-0-006-0006),
P50087 (360426-3-003-0104), P50155 (360427-4-002-0003), P125644 (360427-4-003-0100)
P125645 (360427-4-003-0200), P125646 (360427-4-003-0300), P125647 (360427-4-003-0400)
P125648 (360427-4-003-0500), P125649 (360427-4-003-0600), P125618 (360434-1-001-0100)
P125619 (360434-1-001-0200), P125620 (360434-1-001-0300), P125621 (360434-1-001-0400)
P125622 (360434-1-001-0500), P125623 (360434-1-001-0600), P125624 (360434-1-001-0700)
P125625 (360434-1-001-0800), P125626 (360434-1-001-0900), P125627 (360434-1-001-1000)
P125628 (360434-1-001-1100), P125629 (360434-1-001-1200), P125630 (360434-1-001-1300)
P125631 (360434-1-001-1400), P125632 (360434-1-001-1500), P125633 (360434-1-001-1600)
P125634 (360434-1-001-1700), P125635 (360434-1-001-1800), P125636 (360434-1-001-1900)
P125637 (360434-1-001-2000), P125638 (360434-1-001-2100), P125639 (360434-1-001-2200)
P125640 (360435-2-004-0100), P125641 (360435-2-004-0200), P125642 (360435-2-004-0300)
P125643 (360435-2-004-0400)**

WAIVER OF SURFACE RIGHTS

THE STATE OF WASHINGTON §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF SKAGIT §

This Surface Waiver Agreement (this "Agreement") is entered into by THREE RIVERS TIMBER COMPANY, a Washington corporation (collectively referred to hereinafter as "Mineral Owner") for the benefit of LISA INC., a Washington corporation and/or assigns (collectively referred to hereinafter as "Surface Owner").

RECITALS:

A. Surface Owner is the owner of the surface estate of that certain tract of land (herein called the "Subject Property") situated in Skagit County, Washington, and being more particularly described by metes and bounds in Exhibit A attached hereto and made a part hereof for all purposes.

B. Mineral Owner is the present owner of the mineral estate of the Subject Property, having retained such minerals in a Bargain and Sale Deed ("Deed") dated July 7, 1989 and recorded in Volume 827, Page 223 of the real property records of Skagit County, Washington.

C. The Surface Owner has requested that the Mineral Owner release and waive all rights of ingress and egress and all other rights of every kind and character whatsoever to enter upon or to use all or any part of the surface of the Subject Property for purposes of exploring for, developing, drilling, producing, transporting, mining, treating, storing or any other purposes incident to the development or production of the oil, gas and other minerals in, on and under the Subject Property, so that the Surface Owner shall have the free, complete and uninterrupted use of the surface of the Subject Property, subject to the negotiation and grant of access by the Surface Owner to third parties relative to the development or production of the oil, gas and other minerals in, on or under the Subject Property.

D. The Mineral Owner desires to evidence its agreement to release and waive said surface rights as hereinafter set forth

AGREEMENTS:

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration from Mineral Owner, the receipt and sufficiency of which consideration are hereby acknowledged and confessed by the Mineral Owner, the Mineral Owner does hereby COVENANT, STIPULATE AND AGREE in favor of the Surface Owner and its respective heirs, successors and assigns, as follows:



1. The Mineral Owner does hereby expressly release and waive, on behalf of itself and its successors, assigns and legal representatives, all rights of ingress and egress and all other rights of every kind and character whatsoever to enter upon or to use the surface of the Subject Property or any part thereof, including, without limitation, the right to enter upon the surface of the Subject Property for purposes of exploring for, developing, drilling, producing, transporting, mining, treating, storing or any other purposes incident to the development or production of the oil, gas and other minerals, in, on, and under the Subject Property.

2. Nothing herein contained shall ever be construed to prevent the Mineral Owner, or its lessees, successors and assigns, from developing or producing the minerals, including, without limitation, the oil, gas and geothermal resources in and under the Subject Property, by alternate means that do not require entry onto the surface of the Subject Property, including, without limitation, pooling or by directional drilling under the Subject Property from well sites located on tracts other than the Subject Property.

3. The Mineral Owner makes no warranty or representation whatsoever, express or implied, to the Surface Owner that the Mineral Owner owns the mineral interests in and to the Subject Property. Surface Owner acknowledges and agrees that it has been given the opportunity to conduct any title investigation relating to the Subject Property as it deems appropriate.

4. Without limiting the foregoing, the Mineral Owner does further hereby expressly covenant and agree that any oil, gas or mineral lease hereafter executed by the Mineral Owner in favor of any person, firm or corporation, covering or affecting any portion of the mineral estate of the Subject Property, shall be expressly made subject to the terms and provisions of this instrument.

5. Except as modified by this instrument, the terms and conditions of the Deed relating to the mineral reservation retained by Mineral Owner therein shall remain in full force and effect as written.

6. The provisions hereof shall be binding upon and shall inure to the benefit of the Mineral Owner and the Surface Owner and their respective heirs, successors, assigns and legal representatives.



EXECUTED to be effective as of the 25th day of February, 2010. This instrument may be executed in multiple counterparts and shall be binding upon any party who executes a counterpart hereof without the necessity of all signatories executing the same or any other counterpart hereof.

THREE RIVERS TIMBER COMPANY,
a Washington corporation

By: 

Name: Leonard J. Anderson

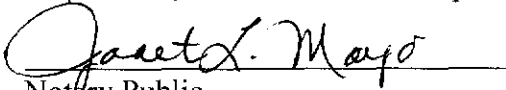
Title: Vice President

REVIEWED
2/25/10

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on February 25, 2010, by Leonard J. Anderson, Vice President of Three Rivers Timber Company, a Washington corporation, on behalf of said corporation.


Notary Public
My Commission Expires: 01-14-11

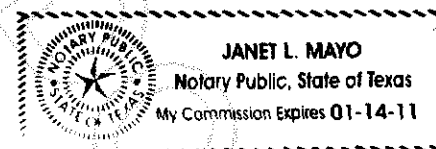


EXHIBIT "A"
Legal Descriptions

P35704 (350403-0-006-0006)

The West Half of the Northwest Quarter of the Northeast Quarter of Section 3, Township 35 North, Range 4 East of the Willamette Meridian;

TOGETHER WITH that portion of the Southwest Quarter of the Northeast Quarter of Section 3, Township 35 North, Range 4 East, W.M., lying northerly of Gripp Road.

Situate in Skagit County, Washington.

P50087 (360426-3-003-0104)

The Southwest Quarter of Section 26, Township 36 North, Range 4 East of the Willamette Meridian;

EXCEPT that portion lying Northeasterly of the Samish River as it existed October 20, 1977.

Situate in Skagit County, Washington.

P50155 (360427-4-002-0003)
P125644 (360427-4-003-0100)
P125645 (360427-4-003-0200)
P125646 (360427-4-003-0300)
P125647 (360427-4-003-0400)
P125648 (360427-4-003-0500)
P125649 (360427-4-003-0600)

The Southeast Quarter of Section 27, Township 36 North, Range 4 East of the Willamette Meridian.

EXCEPT that portion lying Northwesterly of the centerline of the Samish River.

Situate in Skagit County, Washington.

P125618 (360434-1-001-0100)
P125619 (360434-1-001-0200)
P125620 (360434-1-001-0300)
P125621 (360434-1-001-0400)
P125622 (360434-1-001-0500)
P125623 (360434-1-001-0600)
P125624 (360434-1-001-0700)
P125625 (360434-1-001-0800)



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P125626 (360434-1-001-0900)
P125627 (360434-1-001-1000)
P125628 (360434-1-001-1100)
P125629 (360434-1-001-1200)
P125630 (360434-1-001-1300)
P125631 (360434-1-001-1400)
P125632 (360434-1-001-1500)
P125633 (360434-1-001-1600)
P125634 (360434-1-001-1700)
P125635 (360434-1-001-1800)
P125636 (360434-1-001-1900)
P125637 (360434-1-001-2000)
P125638 (360434-1-001-2100)
P125639 (360434-1-001-2200)

The Northeast Quarter; the East Half of the Northwest Quarter; the East Half of the Southwest Quarter; the North Half of the Southeast Quarter and the Southwest Quarter of the Southeast Quarter of Section 34, Township 36 North, Range 4 East of the Willamette Meridian.

Situate in Skagit County, Washington.

P125640 (360435-2-004-0100)
P125641 (360435-2-004-0200)
P125642 (360435-2-004-0300)
P125643 (360435-2-004-0400)

The West Half of the Northwest Quarter of Section 35, Township 36 North, Range 4 East of the Willamette Meridian.

Situate in Skagit County, Washington.



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