

86024

K-40203
LOG PURCHASE AND SALE AGREEMENT

Vol. 1788 Page 5145

DATED: April 6, 1988

PARTIES: CROWN PACIFIC, LTD.
110 N. Marine Drive
Portland, Oregon 97217

("Crown")

and

DAW FOREST PRODUCTS COMPANY, L.P.
400 Kruse Place, Building 2, Suite 355
Lake Oswego, Oregon 97034

("DAW")

R E C I T A L S :

A. Crown is in the process of acquiring all of the former timberland holdings of Diamond Group, Inc., throughout central Oregon and northern Idaho, including the timberland tracts commonly known as the Little Deschutes, Crescent Creek, Bull Springs, and Foley Butte Tracts (herein referred to as the "Timber Tracts"), more particularly described on Exhibit A attached hereto.

B. The timberlands to be acquired by Crown are subject to DAW's rights under the terms of the Stumpage and Log Purchase Sale Agreement dated May 8, 1984, between DAW and Diamond Group, Inc. ("Diamond Agreement").

C. Crown and DAW wish to enter into a log purchase and sale agreement for merchantable Ponderosa Pine to be harvested from the Timber Tracts.

D. As partial consideration for Crown entering into a Log Purchase and Sale Agreement with DAW, Crown has requested and DAW has consented to release and assign to Crown, DAW's rights under the terms of the Diamond Agreement of May 8, 1984.

NOW, THEREFORE, to accomplish the intents and purposes of the parties, and in consideration of the mutual covenants given hereafter, the parties agree as follows:

1. Agreement. Crown agrees to sell and DAW agrees to purchase from Crown, delivered logs at the times and at the prices set forth herein.

2. Term of Agreement. The term of this Agreement shall be for a period commencing May 1, 1988, and terminating on April 30, 1991, unless extended pursuant to the terms of the force majeure provision provided in Paragraph 9 hereafter. For

AFTER RECORDING RETURN TO: JONATHON GOODLING
Miller, Nash, Weiner
3500 US Bancorp Tower
111 SW 5th Ave.
Portland, Oregon 97204-3699

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purposes of this Agreement, the term "year" shall mean a fiscal year commencing May 1 and terminating on April 30.

3. Volumes. During the three-year term of this Log Purchase and Sale Agreement, Crown will harvest and deliver to DAW and DAW will accept and pay Crown as provided hereafter the following volumes of merchantable logs:

<u>Quarter Years</u>	<u>Volumes</u>
May 1, 1988 - July 31, 1988	10,500 MBF
Aug. 1, 1988 - Oct. 31, 1988	10,500 MBF
Nov. 1, 1988 - Jan. 31, 1989	10,500 MBF
Feb. 1, 1989 - Apr. 30, 1989	10,500 MBF
May 1, 1989 - July 31, 1989	4,125 MBF
Aug. 1, 1989 - Oct. 31, 1989	4,125 MBF
Nov. 1, 1989 - Jan. 31, 1990	4,125 MBF
Feb. 1, 1990 - Apr. 30, 1990	4,125 MBF
May 1, 1990 - July 31, 1990	4,125 MBF
Aug. 1, 1990 - Oct. 31, 1990	4,125 MBF
Nov. 1, 1990 - Jan. 31, 1991	4,125 MBF
Feb. 1, 1991 - Apr. 30, 1991	4,125 MBF
	<u>4,125 MBF</u>
	75,000 MBF

No logs less than eight inches in diameter on the smaller end shall be counted in determining whether the foregoing volumes have been satisfied. The total volumes required to be harvested and delivered by Crown to DAW will be taken off the following Timber Tracts in the following amounts:

<u>Timber Tracts</u>	<u>Volumes</u>
Little Deschutes	25,000 MBF
Crescent Creek	15,000 MBF
Bull Springs	10,000 MBF
Foley Butte	25,000 MBF

4. Delivered Log Prices. Crown agrees to harvest and deliver to DAW and DAW agrees to accept and pay Crown for the logs delivered to DAW in accordance with the specifications and at the delivered log prices set forth in the four Log Purchase Agreements covering each of the Timber Tracts attached to this Log Purchase and Sale Agreement as Exhibits "B" through "E," inclusive, which Log Purchase Agreements are hereby incorporated by reference as if originally included herein. Crown shall be solely responsible for all costs associated with harvesting and transporting the logs to the delivery points specified in the Log Purchase Agreements.

5. Independent Scaling Bureau. An independent scaling bureau acceptable to DAW will be used to determine

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volumes and the determination of volumes and log prices will be as set forth on Exhibits B through E based on an "east side short log scale."

6. Time of Payment. DAW will pay Crown on the 10th day of each month for logs delivered during the 15th through the last day of the previous month and will pay Crown on the 25th day of each month for logs delivered during the 1st through the 15th of the current month.

7. Performance Bond. Upon written request by Crown made during the first year of this Agreement, DAW agrees to place a performance bond or irrevocable letter of credit ("Security") in favor of Crown securing payment for logs delivered by Crown to DAW under the terms of this Agreement in the initial amount of One Million Dollars (\$1,000,000). At the end of the first year of this Agreement, the amount of the Security will be reduced by an amount equal to the proportion the total volume harvested during the first year bears to the total 75,000 MBF committed to be delivered to DAW. As an example, if Crown harvests and delivers to DAW, 42,000 MBF during the first year, the Security will be reduced by fifty-six percent (56%) (42,000 divided by 75,000 equals 56%). At the end of the second year of this Agreement, the Security will again be reduced by an amount in direct proportion to the volume harvested and delivered during the second year of this Agreement (e.g., 42,000 MBF first year, plus 15,000 MBF second year equals 57,000 MBF divided by 75,000 MBF equals 76% reduction in initial \$1,000,000 Security). Payment under any letter of credit or bond shall be subject to Crown presenting to the issuing bank or bond company the following documents:

- (a) A sworn affidavit by an officer of Crown stating that Crown has delivered a specified volume of logs pursuant to this Agreement and that DAW has failed to pay for said logs within 60 days after delivery;
- (b) A copy of the invoice for the logs at issue; and
- (c) Evidence of delivery of the logs to DAW consisting of a mill receipt for the logs issued by DAW and the scaling tickets for the logs.

8. Closing. This Log Purchase and Sale Agreement shall be closed in escrow on April 8, 1988. The parties agree to instruct the escrow agent to record this Agreement and a release and assignment of the rights of DAW under the Diamond Agreement pertaining to all of the former Diamond Group lands currently encumbered by said agreement, including but not limited to the Timber Tracts. Crown represents and warrants unto DAW that title to all logs required to be delivered under this Agreement will be delivered free and clear of all security interests, liens, and encumbrances. Closing of this

transaction shall be contingent upon Crown providing evidence to DAW establishing (in DAW's sole discretion) that Crown owns or as of Closing will own and have legal access to the timber to be sold as logs under this Agreement, that Crown has the right, power, and authority to enter into this Agreement, and that DAW's interest in said timber and logs arising under this Agreement (including the right of entry to harvest provided for below) is superior to the rights of any other party, including the holder of any mortgage or trust deed encumbering the Timber Tracts, other than a mortgage or trust deed in favor of Bankers Trust Company; provided, however, that Bankers Trust Company shall provide to DAW a nondisturbance agreement by which it agrees that so long as DAW is in compliance with the terms of this Agreement that Bankers Trust Company will recognize and honor DAW's rights to the logs and timber which are the subject of this Agreement. Such evidence shall include but shall not necessarily be limited to title reports or title insurance on the Timber Tracts, UCC lien searches, and subordination agreements as required in order to ensure that DAW's interests are superior to all others. Crown shall pay all escrow fees.

9. Force Majeure. It is hereby agreed that neither party to this Agreement shall be liable or responsible for failure, delay, or omission in the performance of the terms and provisions of this Log Sale and Purchase Agreement if the failure, delay, or omission of the party is due to a cause or causes beyond the party's control, specifically, causes related to "Acts of God," weather conditions, fire, labor disputes involving strikes and picket lines, or governmental orders, action, or injunction (herein referred to as "Force Majeure Cause") and the party claiming the existence of a Force Majeure Cause has provided notice of such to the other party within 10 days of its alleged occurrence. In the event of a Force Majeure Cause and notice as required above, the party unable to perform under the terms of this Agreement shall be excused from performance during the period of time in which the Force Majeure Cause takes place. However, at such time as the Force Majeure Cause ceases, the excused party will then be obligated to resume its performance obligations as set forth in this Agreement during the balance of the term of this Agreement as extended by the same amount of time that the Force Majeure Cause was in place.

10. Failure to Deliver Logs. In the event Crown fails for any reason whatsoever, other than a Force Majeure Cause, to deliver the quantity and grade of logs when and as otherwise required by this Agreement, Crown shall be in default. Upon such a default DAW may enforce any remedy provided to it by law. Without limiting the generality of the foregoing, DAW is hereby expressly granted the irrevocable right, but is not obligated, to go upon the Timber Tracts and harvest and remove all or a portion of the logs sold under this Agreement. Said right of entry may be exercised by DAW

personnel or independent contractors hired by DAW. In the event DAW or its independent contractor harvests and removes the logs, DAW shall be entitled to offset against the purchase price due hereunder of all expenses incurred by DAW. The parties intend that this right of entry shall run with the land and be binding upon any subsequent purchaser or encumbrancer of the Timber Tracts and shall include an assignment of Crown's interest in any and all easements or right of ways which are appurtenant to the Timber Tracts. Crown shall not be relieved of any obligations under this Agreement by virtue of DAW electing upon Crown's default to harvest and remove the logs itself. Crown shall hold harmless, indemnify, and defend DAW against all liabilities of any kind arising in connection with DAW's exercise of its right of entry hereunder. Crown shall execute and deliver such financing statements under the UCC evidencing DAW's right to remove the logs on default as DAW may require.

11. Liquidated Damages. The parties hereby agree that all references to penalties appearing in Exhibits B through E attached hereto are intended to be liquidated damages. The parties agree that such "penalties" approximate the damages which will accrue to DAW upon the occurrence of the event specified therein and that the actual amount of said damages will be extremely difficult to ascertain. Said liquidated damages shall be in addition to any and all other remedies which DAW may have and not in lieu thereof.

12. Compliance With Law. Crown will comply with all applicable laws, rules, and regulations in performing its obligations under this Agreement and will hold harmless and indemnify DAW against all liabilities arising in connection with Crown's performance or failure to perform hereunder.

13. Risk of Loss. Crown shall bear all risk of loss associated with the timber and logs to be sold under this Agreement until such time as the logs are physically delivered and accepted by DAW at the location designated for delivery on the Log Purchase Agreements attached as Exhibits B through E.

14. Independent Contractor. The parties hereby agree that Crown is an independent contractor. Crown shall pay all employment taxes, including all withholding taxes and workers' compensation premiums, imposed in connection with its employees and the employees of subcontractors involved in performing Crown's obligations hereunder. Crown shall maintain at all times liability insurance naming DAW as an insured in an amount not less than \$1,000,000. Upon request Crown shall provide proof of such insurance to DAW.

15. Taxes. Crown shall be solely responsible for, and shall hold harmless, defend, and indemnify DAW against, all taxes arising or imposed in connection with harvesting the logs

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as provided under this Agreement, whether said delivery is performed by Crown, DAW, or a third party.

16. Binding Nature. This Agreement shall be binding upon Crown and DAW and their respective representatives, agents, successors, and assigns.

17. Attorney's Fees. If either party institutes any suit or action to collect the amounts due hereunder or to enforce any covenant or agreement hereof, or to obtain any of the remedies herein provided, the prevailing parties shall be entitled to recover such sum of money as the court may adjudge reasonable as attorney's fees in such suit or action, including any appeal taken by either party in such suit or action.

18. Notices. Any and all notices hereunder shall be sufficient if furnished in writing, delivered either personally or by deposit in the United States Mail as Certified Mail with postage prepaid, addressed as follows:

Crown Pacific, Ltd.
110 N. Marine Drive
Portland, Oregon 97217
Attn: Peter W. Stott

DAW Forest Products
Company, L.P.
Building 2, Suite 355
400 Kruse Place
Lake Oswego, Oregon 97035
Attn: Doug Westenhaver

19. Governing Law. This Agreement shall be construed and enforced in accordance with and under the laws of the State of Oregon.

20. Entire Agreement. This Agreement and the attached Exhibits "A" through "E," inclusive, are the entire agreement of the parties. This Agreement may be amended only upon a signed and executed written amendment to this Agreement.

IN WITNESS WHEREOF, the undersigned, being officers of the parties of this Agreement with full power and authority have executed this Agreement as of the date and year first above-written.

DAW FOREST PRODUCTS COMPANY, L.P.

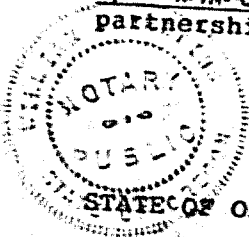
By Dennis Cromwell
Doug Westenhaver, President
Dennis Cromwell, Controller
CROWN PACIFIC, LTD.

By Peter W. Stott
Peter W. Stott, Chairman

STATE OF OREGON)
COUNTY OF Multnomah) SS

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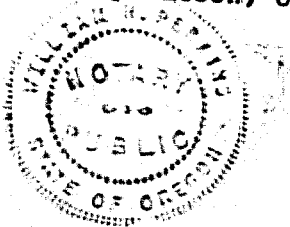
The foregoing instrument was acknowledged before me
this 6th day of April, 1988, by Dennis L. Mann
who is President, D.F. of DAW Forest Products Company, L.P., a
Dulwara limited partnership, on behalf of said
partnership.



William H. Paine, Jr.
Notary Public for Oregon
My commission expires: 1/11/91

STATE OF OREGON)
COUNTY OF Multnomah) SS

The foregoing instrument was acknowledged before me
this 6th day of April, 1988, by Patricia Smith
who is Chairman of Crown Pacific, Ltd., a Corporation
corporation, on behalf of said corporation.



William H. Paine, Jr.
Notary Public for Oregon
My commission expires: 1/11/91

EXHIBIT A
CROOK COUNTY

PARCEL 1TRACT I

IN TOWNSHIP 12 SOUTH, RANGE 16 EAST OF THE WILLAMETTE MERIDIAN:

- Section 1: All.
- Section 2: All.
- Section 3: Govt. Lots 1 & 2, S $\frac{1}{2}$ NE $\frac{1}{4}$, S $\frac{1}{2}$.
- Section 4: Govt. Lots 1, 2, 3 & 4, S $\frac{1}{2}$ N $\frac{1}{2}$, S $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$.
- Section 9: S $\frac{1}{2}$, W $\frac{1}{2}$ N $\frac{1}{2}$, SE $\frac{1}{4}$ N $\frac{1}{2}$.
- Section 10: All, EXCEPT SE $\frac{1}{4}$ SE $\frac{1}{4}$.
- Section 11: N $\frac{1}{2}$, SE $\frac{1}{4}$.
- Section 12: N $\frac{1}{2}$, SW $\frac{1}{4}$.
- Section 13: All.
- Section 14: N $\frac{1}{2}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$.
- Section 15: W $\frac{1}{2}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$.
- Section 16: All.
- Section 21: W $\frac{1}{2}$ N $\frac{1}{2}$, S $\frac{1}{2}$ S $\frac{1}{2}$.
- Section 22: N $\frac{1}{2}$ N $\frac{1}{2}$, SW $\frac{1}{4}$ N $\frac{1}{2}$, S $\frac{1}{2}$.
- Section 23: S $\frac{1}{2}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ N $\frac{1}{2}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$.
- Section 24: N $\frac{1}{2}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ S $\frac{1}{2}$.
- Section 25: S $\frac{1}{2}$, S $\frac{1}{2}$ N $\frac{1}{2}$.
- Section 26: N $\frac{1}{2}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$.
- Section 27: SW $\frac{1}{4}$ N $\frac{1}{2}$, SW $\frac{1}{4}$.
- Section 28: All.
- Section 33: All.
- Section 34: All.
- Section 35: NE $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$.
- Section 36: W $\frac{1}{2}$, N $\frac{1}{2}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$.

IN TOWNSHIP 12 SOUTH, RANGE 17 EAST OF THE WILLAMETTE MERIDIAN:

- Section 6: All.
- Section 7: All.
- Section 18: Govt. Lots 1, 2, 3 & 4, NE $\frac{1}{4}$, E $\frac{1}{2}$ N $\frac{1}{2}$, W $\frac{1}{2}$ SE $\frac{1}{4}$.
- Section 19: Govt. Lots 1, 2, 3 & 4, E $\frac{1}{2}$ N $\frac{1}{2}$.
- Section 30: Govt. Lots 1 & 2, E $\frac{1}{2}$ N $\frac{1}{2}$, NE $\frac{1}{4}$.

IN TOWNSHIP 13 SOUTH, RANGE 15 EAST OF THE WILLAMETTE MERIDIAN:

- Section 1: Govt. Lots 1, 2, 3 & 4, SE $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$.
- Section 12: NE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$.

IN TOWNSHIP 13 SOUTH, RANGE 16 EAST OF THE WILLAMETTE MERIDIAN:

- Section 1: Govt. Lots 3 & 4.
- Section 2: Govt. Lots 1, 2, 3, 4, 5, 6, 11, 12 & 15.
- Section 3: Govt. Lot 4, SW $\frac{1}{4}$ N $\frac{1}{2}$.
- Section 4: Govt. Lots 1, 2 & 3, S $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ N $\frac{1}{2}$.
- Section 5: Govt. Lots 3 & 4, SW $\frac{1}{4}$ N $\frac{1}{2}$.
- Section 6: Govt. Lots 2, 3, 4, 5, 6 & 7, SW $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ N $\frac{1}{2}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$.

IN TOWNSHIP 16 SOUTH, RANGE 21 EAST OF THE WILLAMETTE MERIDIAN:
 Section 4: Govt. Lots 3 & 4, S $\frac{1}{2}$ N $\frac{1}{2}$.
 Section 5: S $\frac{1}{2}$ N $\frac{1}{2}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$.
 Section 8: N $\frac{1}{2}$ N $\frac{1}{2}$.

TRACT II:

IN TOWNSHIP 13 SOUTH, RANGE 16 EAST OF THE WILLAMETTE MERIDIAN:
 Section 12: Beginning at the Southeast corner of Section 12, thence North 490 feet, thence West to the East boundary of the County Road, as it is now located and constructed, thence Southwesterly along said right of way line to the South line of said Section 12, thence East along the South line of said Section 12 to the point of beginning.
 Section 13: All.
 Section 14: E $\frac{1}{4}$.
 Section 24: All.
 Section 23: E $\frac{1}{2}$ SW $\frac{1}{4}$ N $\frac{1}{2}$, SE $\frac{1}{4}$ N $\frac{1}{2}$, S $\frac{1}{2}$ NE $\frac{1}{2}$, S $\frac{1}{2}$.
 Section 26: N $\frac{1}{2}$ NE $\frac{1}{2}$.

PARCEL 4

TRACT I

IN TOWNSHIP 13 SOUTH, RANGE 15 EAST OF THE WILLAMETTE MERIDIAN:
 Section 5: W $\frac{1}{2}$ SE $\frac{1}{4}$.
 Section 7: SE $\frac{1}{4}$ SE $\frac{1}{4}$.
 Section 8: W $\frac{1}{2}$ NE $\frac{1}{2}$, SE $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{2}$ SW $\frac{1}{4}$.
 Section 9: S $\frac{1}{2}$ SE $\frac{1}{4}$.
 Section 16: All.
 Section 17: N $\frac{1}{2}$.
 Section 18: NE $\frac{1}{4}$ NE $\frac{1}{4}$.

TRACT II

IN TOWNSHIP 13 SOUTH, RANGE 16 EAST OF THE WILLAMETTE MERIDIAN:
 Section 17: S $\frac{1}{4}$.
 Section 18: SE $\frac{1}{4}$.
 Section 20: N $\frac{1}{2}$ N $\frac{1}{2}$.

PARCEL II:

COUNTY

Deschutes

TOWNSHIP

DESCHUTES COUNTY

SECTION

SUB-DIVISION

5154

Township 16 South,
Range 10 E.W.M.

3

SW-1/4; SE-1/4; Lots
3 & 4

4

Lots 1, 2, 5 & 6, W-1/2
SE-1/4; SE-1/4 SE-1/4
SW-1/4 lying SE of a
line connecting the
NE corner to the SW
corner

5

All, EXCEPT that portion
of the SE-1/4 SE-1/4
SE-1/4 lying Southeasterly
of a line connecting the
NE corner with the SW cor-
ner of said subdivision

6

All

7

All

8

Lot 4, W-1/2; SW-1/4
SE-1/4; NW-1/4 NE-1/4
lying NW of a line con-
necting the NE corner with
the SW corner, portion of
the NW-1/4 NW-1/4 SE-1/4
lying SW of a line con-
necting the NW corner to
the SE corner S-1/2 NW-1/4
SE-1/4; portion of the
NW-1/4 NE-1/4 SE-1/4 lying
SE of a line connecting
the NE corner to the SW
corner, SW-1/4 NE-1/4
SE-1/4; E-1/2 of Lot 3,
portion of the SE-1/4 of
Lot 2 being further des-
cribed as that portion of
the SE-1/4 SE-1/4 NE-1/4,
lying Southeasterly of a
line connecting the NE
corner with the SW corner
of said subdivision; AND
that portion of the NW-1/4
Govt. Lot 3 lying SEly of
a line connecting the NE
corner of NW-1/4 of Govt.
Lot 3 to the SW corner
thereof

5155

<u>COUNTY</u>	<u>TOWNSHIP</u>	<u>SECTION</u>	<u>SUB-DIVISION</u>
Deschutes	Township 16 South, Range 10 E.W.M.	9	Lots 1, 2, 3, 4, W-1/2 E-1/2; SW-1/4; SE-1/4 NW-1/4; portion of the NW-1/4 NE-1/4 NW-1/4 lying southeast of a line connecting the NE corner to the SW corner, E-1/2 SW-1/4 NW-1/4; SW-1/4 SW-1/4 NW-1/4; portion of the NW-1/4 SW-1/4 NW-1/4 lying southeast of a line connecting the NE corner to the SW corner, portion of the SE-1/4 NW-1/4 NW-1/4 lying southeast of a line connecting the NE corner to the SW corner, S-1/2 NE-1/4 NW-1/4; NE-1/4 NE-1/4 NW-1/4
		10	All
		14	SW-1/4 NW-1/4; W-1/2 SW-1/4
		15	All
		16	All
		17	All
		18	All
		19	All
		20	All
		21	All
		22	All
		23	All
		24	W-1/2; SE-1/4
		25	All
		26	All
		27	All
		28	All
		29	All
		30	All
		31	All
		32	All
		33	All
		34	All
		35	All
		36	All

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<u>COUNTY</u>	<u>TOWNSHIP</u>	<u>SECTION</u>	
Deschutes	17 South, Range 11 E.W.M.	23 Cont.	That portion of the W-1/2 W-1/2 E-1/2 SW-1/4 and the W-1/2 SW-1/4 lying West of and being outside the boundary of Shevlin Park
		26	That portion of the W-1/2 NW-1/4 and the NW-1/4 SW-1/4 lying West of and being outside the boundary of Shevlin Park
		27	N-1/2; SW-1/4; W-1/2 SE-1/4; NE-1/4 SE-1/4; All being West of and outside the boundary of Shevlin Park
		28	All
		29	All
		30	All
		31	All
		32	All
		33	N-1/2; SW-1/4; N-1/2 SE-1/4; SW-1/4 SE-1/4
		34	NW-1/4 lying West of and being outside the boundary of Shevlin Park

PARCEL III:

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<u>COUNTY</u>	<u>TOWNSHIP</u>	<u>SECTION</u>	
Deschutes	16 South, Range 11 E.W.M.	30	Lots 1, 2, 3, 4, NE-1/4 NW-1/4; E-1/2 SW-1/4
		31	Lots 1, 2, E-1/2 NW-1/4
	17 South, Range 11 E.W.M.	6	Lot 7, SE-1/4 SW-1/4; S-1/2 SE-1/4
		8	SW-1/4
		9	NE-1/4; SW-1/4
		15	W-1/2; W-1/2 SE-1/4
		16	All
		17	NE-1/4
		18	Lots 3, 4, NE-1/4; E-1/2 SW-1/4; SE-1/4
		19	All
		20	All
		22	W-1/2 NE-1/4; that portion of SE-1/4 NE-1/4 South of Main Road; W-1/2; SE-1/4
		23	NW-1/4 NE-1/4, EXCEPT that portion which lies within the boundaries of The Farm subdivision official Plat # 271, Deschutes County, Oregon.

PARCEL IV:

COUNTY

Deschutes

TOWNSHIP

Township 17 South,
Range 10 E.W.M.

SECTION

SUB-DIVISION

5158

1	All
2	All
3	All
4	All
5	All
6	All
7	N-1/2 NE-1/4; SE-1/4 NE-1/4
8	N-1/2; NE-1/4 SW-1/4; SE-1/4
9	N-1/2; N-1/2 S-1/2; SE-1/4 SW-1/4; S-1/2 SE-1/4
10	All
11	All
12	All
13	All
14	All
15	All
16	All
21	E-1/2 NE-1/4 NE-1/4; E-1/2 SE-1/4
22	All
23	All
24	All
25	All
26	All
27	All
34	E-1/2; NW-1/4 NE-1/4 NE-1/4; E-1/2 SE-1/4; SW-1/4 SE-1/4; SE-1/4 SW-1/4
35	All
36	All

Deschutes

Township 18 South,
Range 10 E.W.M.

1

Lots 1-4, S-1/2 N-1/2;
N-1/2 SE-1/4 LESS a tract
of land in the SE-1/4
NE-1/4 Sec. 1, Township
18 South, Range 10 E.W.M.
the same being a 200 foot
wide strip, the center
line of which is described
as follows: Beginning at a
point on the East line of
said Sec. 1 which point is
located 728 feet North of
the East quarter corner of
said Sec.; thence North
82°20' West for a distance
of 800 feet to the
Westerly end of said tract

5159

COUNTY

Deschutes

TOWNSHIPTownship 18 South,
Range 10 E.W.M.SECTIONSUB-DIVISION

2

Lots 1-4, S-1/2 N-1/2;
NW-1/4 SE-1/4; N-1/2
SW-1/4

3

All

4

S-1/2 NE-1/4, SE-1/4 LESS
road right of way

PARCEL V:

COUNTY

Deschutes

TOWNSHIP18 South,
Range 11 E.W.M.SECTION

4

Lot 4; S-1/2 NW-1/4

5

Lots 1, 2, 3, 4; S-1/2
N-1/2; N-1/2 SW-1/4;
NW-1/4 SE-1/4

6

Lots 1, 2, 3, 4, 5, 6;
SE-1/4 NW-1/4; S-1/2
NE-1/4; NE-1/4 SE-1/4;
NE-1/4 SW-1/4 Less road
right of way

PARCH VI:

5160

<u>COUNTY</u>	<u>TOWNSHIP</u>	<u>SECTION</u>	<u>SUB-DIVISION</u>
Deschutes	Township 21 South, Range 10 E.W.M.	4	SW-1/4
		5	Lot 1, 2, S-1/2 NE-1/4
		7	Lot 2, NE-1/4; SE-1/4
		8	NW-1/4
		30	W-1/2 NW-1/4
Deschutes	Township 22 South, Range 10 E.W.M.		Lots 1, 2, 3, 4; E-1/2 W-1/2; W-1/2 SE-1/4; EXCEPT that portion conveyed to the public in Road Dedication Deed recorded August 30, 1972, in Book 187, Page 893. Deed records. ALSO EXCEPT the following described parcel: Beginning at a point 200 feet East of the NW corner of Lot 1, Section 30, Township 22 South, Range 10 E.W.M., thence East along the North line of said Lot 1, 528 feet; thence South 660 feet; thence West 528 feet; thence North 660 feet to the place of beginning.
		31	Lots 1, 2, 3 4; W-1/2 E-1/2 E-1/2; W-1/2 E-1/2; E-1/2 W-1/2; EXCEPT that portion conveyed to the public in Road Dedication Deed recorded August 30, 1972, in Book 187, Page 893, Deed records.

PARCEL VII:

5161

<u>COUNTY</u>	<u>TOWNSHIP</u>	<u>SECTION</u>	<u>SUB-DIVISION</u>
Deschutes	Township 22 South, Range 9 E.W.M.	1	S-1/2 NW-1/4;
		2	N-1/2 SW-1/4;
		3	All except Lots 1, 2, 3, 4
		10	All except Lots 1, 2, 3, 4
		11	All
		12	N-1/2; SW-1/4; N-1/2
		14	SE-1/4
		15	NW-1/4 NW-1/4
		21	W-1/2
		22	All
		23	All
		25	All
		26	E-1/4 NE-1/4; W-1/2 NW-1/4; that portion of SE-1/4 NW-1/4 lying West of County Road; Less road right of way
		27	All, Less road right of way
		28	All
		29	All
		31	All
		32	5 acres in SW corner of Lot 2
		33	All, Less road right of way
		34	All, Less road right of way
		35	All
		36	N-1/2 NE-1/4, W-1/2; W-1/2 SE-1/4, SW-1/4 NE-1/4
			SE-1/4 NE-1/4; NW-1/4, except that 60.00' strip of land conveyed to Deschutes County March 8, 1987 in Book 142, Page 2965 Deschutes County records; E-1/2 SE-1/4; SW-1/4 SE-1/4; Less road right of way
Deschutes	Township 22 South, Range 9 E.W.M.		

PARCEL 4

The Southwest $\frac{1}{4}$ in Section 16, the South $\frac{1}{2}$ of the South $\frac{1}{2}$, the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ in Section 17, the North $\frac{1}{2}$, the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, the Southeast $\frac{1}{4}$ in Section 20, the West $\frac{1}{2}$, the South $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ in Section 21, the South $\frac{1}{2}$ of the South $\frac{1}{2}$ in Section 22, the Southwest $\frac{1}{4}$ in Section 26, the East $\frac{1}{2}$ of the West $\frac{1}{2}$, the Southeast $\frac{1}{4}$ in Section 27, Township 11 South, Range 17 East of the Willamette Meridian, Jefferson County, Oregon.

PARCEL 7

Township 11 South, Range 16 East, Willamette Meridian, Jefferson County, Oregon:

Section 13: South $\frac{1}{2}$ of the Southeast $\frac{1}{4}$, Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$

Section 14: Southwest $\frac{1}{4}$, West $\frac{1}{2}$ of the Southeast $\frac{1}{4}$

Section 22: West $\frac{1}{2}$ of the Southeast $\frac{1}{4}$, Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$

Section 23: Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$, Northwest $\frac{1}{4}$, Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, South $\frac{1}{2}$ of the Southwest $\frac{1}{4}$, Southeast $\frac{1}{4}$

Section 24: Northeast $\frac{1}{4}$, South $\frac{1}{2}$ of the Northwest $\frac{1}{4}$, South $\frac{1}{2}$

Section 25: A11

Section 26: A11

Section 27: A11

Section 28: South $\frac{1}{2}$ of the North $\frac{1}{2}$, South $\frac{1}{2}$

Section 29: East $\frac{1}{2}$ of the Southeast $\frac{1}{4}$

Section 32: Northeast $\frac{1}{4}$, North $\frac{1}{2}$ of the Northwest $\frac{1}{4}$, North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$, Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$

Section 33: A11

Section 34: A11

Section 35: A11

Section 36: A11

5163

Township 11 South, Range 17 East, Willamette Meridian, Jefferson County, Oregon:

Section 18: South $\frac{1}{2}$ of the South $\frac{1}{2}$

Section 19: North $\frac{1}{2}$, North $\frac{1}{2}$ of the South $\frac{1}{2}$, South $\frac{1}{2}$ of the Southwest $\frac{1}{4}$

Section 28: A11

Section 29: Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, South $\frac{1}{2}$ of the North $\frac{1}{2}$, South $\frac{1}{2}$

Section 30: West $\frac{1}{2}$, Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, South $\frac{1}{2}$ of the Southeast $\frac{1}{4}$

Section 31: East $\frac{1}{2}$, Southwest $\frac{1}{4}$

Section 32: A11

Section 33: A11

Section 34: West $\frac{1}{2}$ of the East $\frac{1}{2}$, West $\frac{1}{2}$

Section 35: East $\frac{1}{2}$, East $\frac{1}{2}$ of the West $\frac{1}{2}$

Section 36: A11

Township 12 South, Range 15 East, Willamette Meridian, Jefferson County, Oregon:

Section 36: A11

Township 12 South, Range 16 East, Willamette Meridian, Jefferson County, Oregon:

Section 5: East $\frac{1}{2}$, North $\frac{1}{2}$ of the Northwest $\frac{1}{4}$, Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, Southwest $\frac{1}{4}$

Section 6: Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$

Section 7: East $\frac{1}{2}$, East $\frac{1}{2}$ of the West $\frac{1}{2}$, Lot 4:

Section 8: South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$, West $\frac{1}{2}$, Southeast $\frac{1}{4}$

Section 17: A11

Section 18: A11

Section 19: North $\frac{1}{2}$, North $\frac{1}{2}$ of the South $\frac{1}{2}$, Lot 4

Section 20: A11

Section 29: A11

- Section 30: South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$, Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, South $\frac{1}{2}$ of the Southwest $\frac{1}{4}$; Southeast $\frac{1}{4}$
- Section 31: North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$, Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, West $\frac{1}{2}$ of the Southeast $\frac{1}{4}$
- Section 32: North $\frac{1}{2}$, Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$

KLAMATH COUNTY

TRACT: 23S09E

Section 02:
SW $\frac{1}{4}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$.

Section 03:
GOVERNMENT LOTS 1, 2, 3 AND 4, SW $\frac{1}{4}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$.

Section 04:
N $\frac{1}{4}$, N $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$.

Section 05:
N $\frac{1}{4}$, W $\frac{1}{4}$ SW $\frac{1}{4}$.

Section 09:
SE $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$, S $\frac{1}{4}$ SE $\frac{1}{4}$.

Section 10:
E $\frac{1}{4}$, E $\frac{1}{4}$ W $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$.

Section 11:
S $\frac{1}{4}$ NW $\frac{1}{4}$, W $\frac{1}{4}$ SW $\frac{1}{4}$.

Section 14:
W $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$, E $\frac{1}{4}$ SE $\frac{1}{4}$.

Section 15:
N $\frac{1}{4}$, SW $\frac{1}{4}$, W $\frac{1}{4}$ SE $\frac{1}{4}$.

Section 20:
N $\frac{1}{4}$, E $\frac{1}{4}$ SE $\frac{1}{4}$.

Section 21:
N $\frac{1}{4}$ N $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$.

Section 22:
W $\frac{1}{4}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$, N $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$.

Section 23:
E $\frac{1}{4}$ E $\frac{1}{4}$, NW $\frac{1}{4}$ NW $\frac{1}{4}$.

5165

Section 24:
W $\frac{1}{2}$ SW $\frac{1}{4}$.

Section 25:
SE $\frac{1}{4}$ SW $\frac{1}{4}$ AND THAT PORTION OF W $\frac{1}{2}$ NW $\frac{1}{4}$ LYING NORTH AND WEST OF U.S. HWY. 97.

Section 26:
NE $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, THAT PORTION OF THE SE $\frac{1}{4}$ SW $\frac{1}{4}$ LYING EASTERLY OF THE IRRIGATION DITCH, THAT PORTION OF THE SE $\frac{1}{4}$ SE $\frac{1}{4}$ LYING NORTHWESTERLY OF U.S. HWY. 97.

Section 28:
W $\frac{1}{4}$.

Section 29:
NE $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$, E $\frac{1}{4}$ SE $\frac{1}{4}$.

Section 32:
E $\frac{1}{4}$ NE $\frac{1}{4}$.

Section 33:
N $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$.

Section 34:
E $\frac{1}{4}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$.

Section 35:
E $\frac{1}{4}$, E $\frac{1}{4}$ W $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$ LYING SOUTHEASTERLY OF THE IRRIGATION DITCH, W $\frac{1}{2}$ SW $\frac{1}{4}$.

Section 36:
NE $\frac{1}{4}$, E $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$.

All being in Township 23 South, Range 09 East, W.M.

TRACT: 24S08E

Section 02:
GOVERNMENT LOTS 2, 3 AND 4, SW $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$.

Section 03:
ALL.

Section 08:
GOVERNMENT LOTS 1, 2, 7 AND 8, E $\frac{1}{4}$ SE $\frac{1}{4}$.

Section 09:
ALL.

Section 10:
ALL.

Section 11:
W $\frac{1}{2}$ NE $\frac{1}{4}$, W $\frac{1}{4}$, SE $\frac{1}{4}$.

Section 14:
NE $\frac{1}{4}$, N $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$.

Section 16:
ALL.

Section 20:
SE $\frac{1}{4}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$.

Section 21:
ALL.

Section 28:
N $\frac{1}{2}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$.

All being in Township 24 South, Range 08 East, W.M.

TRACT: 24S09E

Section 01:
GOVERNMENT LOTS 2 AND 3, SE $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$.

Section 02:
GOVERNMENT LOTS 3 AND 4, SW $\frac{1}{4}$ NW $\frac{1}{4}$.

Section 03:
GOVERNMENT LOTS 1 AND 2, S $\frac{1}{2}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$.

Section 04:
SE $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$.

Section 09:
N $\frac{1}{2}$, N $\frac{1}{2}$ S $\frac{1}{2}$.

Section 10:
W $\frac{1}{2}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$.

All being in Township 24 South, Range 09 East, W.M.

5167

TRACT: 25S07E

Section 25:
W $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{2}$ SE $\frac{1}{4}$.

All being in Township 25 South, Range 07 East, W.M.

TRACT: 25S08E

Section 02:
NE $\frac{1}{4}$.

All being in Township 25 South, Range 08 East, W.M.

TRACT: 27S08E

Section 21:
N $\frac{1}{2}$ SW $\frac{1}{4}$ LYING EASTERLY OF THE BURLINGTON NORTHERN RAILWAY
RIGHT-OF-WAY.

All being in Township 27 South, Range 08 East, W.M.



DAW Forest Products Company

ACCOUNT # 101

Bend Operations - P.O. Box 1111, Bend, OR 97709 - (503) 382-2511
To: Crown Pacific

Phone: 228-8175

Address: 317 SW Alder

5168

Portland, Oregon 97208

DAW Forest Products agrees to buy & Seller agrees to sell the following:
Purchase Price/M Net Scale
Scribner Eastside Scaling Rules

Approx. Volume	7" & Smaller	8" - 11"	12" +
15 MMBF	\$ 0.00	\$ 240.00	\$ 380.00

PONDEROSA PINE

N/A Base Index (see details on reverse side)
X See standards on reverse side

LOGS

Base Index (see details on reverse side)
See standards on reverse side

CHIPPABLE LOGS

DOUGLAS FIR & WESTERN LARCH

Base Index (see details on reverse side)
See standards on reverse side

WHITE FIR & OTHER SPECIES

Base Index (see details on reverse side)
See standards on reverse side

BRAND Orange 11

AGREEMENT DATES: 5/1/88 - 4/30/91

CONDITIONS: Logs from sellers Crescent Creek Block. Maximum 1,350 M per month.* Logs to be sorted by size 12"+ and 11"- . 8" - 11" volume not to exceed 40% of total volume delivered. 12"+ volume to exceed 50% 19"+ scaling diameter.

SCALING: By Southern Oregon Scaling Bureau.
Frequency 1:3 by load type.

DELIVERY POINT: FOB Bend Log Yard.

DAW is not obligated to purchase any logs under this agreement after the Termination Date.
As Seller, I guarantee title to all logs covered by this agreement and will hold DAW Forest Products harmless from claims by third parties.

AGREED: CROWN PACIFIC

BY:

DAW FOREST PRODUCTS

DATE

DATE

Offer void after 10 days unless signed and returned. No logs will be accepted until ORIGINAL is signed and returned to DAW office with copy of Brand and Scale information for federal sales.

11/85

EXHIBIT B

MAR 30 08:23 PM '88 (503) 636-6955

All logs must be bucked to proper lengths according to DAW specifications and destination, excessive defect and crook cut out, and all limbs cut flush with the bark. Logs will be scaled for diameter, length and defect as delivered by this supplier.

PONDEROSA PINE
LOG PURCHASE STANDARDS

Preferred Lengths Are 16'6" and 33'0"

Up to 20% of volume scaled in pieces of non-preferred lengths will be accepted to allow utilization of the timber.

When the volume in non-preferred length pieces exceeds 20% in any half-month delivery period, a \$50/M penalty will be deducted for the percentage of the payment period deliveries, by which the non-preferred length portion exceeds 20%.

NO PAYMENT for segments smaller than 8".

\$10/M penalty to be deducted for sort volume exceeding 6 % of total volume delivered in any half month delivery period.

When the volume of 19"+ scaling diameter drops below 50% of the 12"+ scaling diameter volume (in any one month delivery period) a penalty of \$75/M will be deducted for the volume below 50%.

When the volume exceeds the 40% of 8" - 11" scaling diameter (in any one month delivery period) a penalty of \$50/M will be deducted for the percentage exceeding the 40%.

*Deliveries from the Little Deschutes Block and Crescent Creek Block will not exceed 2.7 MM total in any one month. All other conditions and standards remain the same.

EXHIBIT B



DAW Forest Products Company

5170

Bend Operations - P.O. Box 1111, Bend, OR 97709 - (503) 382-2511
To: Crown Pacific

Address: 317 SW Alder

Phone: 228-8175

Portland, Oregon 97208

DAW Forest Products agrees to buy & Seller agrees to sell the following:

PONDEROSA PINE

Approx. Purchase Price/M Net Scale
Volume Scribner Eastside Scaling Rules

N/A Base Index (see details
on reverse side)
X See standards on reverse
side

25 MMBF 7" & Smaller \$ 0.00
8" - 11" \$ 230.00
12" + \$ 410.00

LOGGEPOLE PINE

Base Index (see details
on reverse side)
See standards on reverse
side

 MBF

\$

CHIPPABLE LOGS

DOUGLAS FIR & WESTERN LARCH

Base Index (see details
on reverse side)
See standards on reverse
side

 Loads

\$ /Ton

 MBF

\$

WHITE FIR & OTHER SPECIES

Base Index (see details
on reverse side)
See standards on reverse
side

 MBF

\$

BRAND Orange 12

AGREEMENT DATES: 5/1/88 - 4/30/89

CONDITIONS: Logs from sellers Little Deschutes Block. Maximum 1,350 M per
month.* Logs to be sorted by size 12"+ and 11"- . 8" - 11" volume not to
exceed 45% of total volume delivered. 12"+ volume to exceed 50% 19"+ scaling
SCALING: By Southern Oregon Scaling Bureau. diameter.

Frequency 1:3 by load type.

DELIVERY POINT: FOB Bend Log Yard.

DAW is not obligated to purchase any logs under this agreement
after the Termination Date.
As Seller, I guarantee title to all logs covered by this agreement and will
hold DAW Forest Products harmless from claims by third parties.

AGREED: CROWN PACIFIC

BY:

DAW FOREST PRODUCTS

DATE

DATE

Offer void after 10 days unless signed and returned. No logs will be accepted
until ORIGINAL is signed and returned to DAW office with copy of Brand and
Scale information for federal sales.

11/85

EXHIBIT C

MAR 30 08 08:24 DAW-M-I (503) 636-6995

and destination, excessive defect and crook cut out, and all limbs cut flush with the bark. Logs will be scaled for diameter, length and defect as delivered by this supplier.

PONDEROSA PINE
LOG PURCHASE STANDARDS

Preferred Lengths Are 16'6" and 33'0"

Up to 20% of volume scaled in pieces of non-preferred lengths will be accepted to allow utilization of the timber.

When the volume in non-preferred length pieces exceeds 20% in any half-month delivery period, a \$50/M penalty will be deducted for the percentage of the payment period deliveries, by which the non-preferred length portion exceeds 20%.

NO PAYMENT for segments smaller than 8".

\$10/M penalty to be deducted for sort volume exceeding 6% of total volume delivered in any half month delivery period.

When the volume of 19"+ scaling diameter drops below 50% of the 12"+ scaling diameter volume (in any one month delivery period) a penalty of \$75/M will be deducted for the volume below 50%.

When the volume exceeds the 45% of 8" - 11" scaling diameter (in any one month delivery period) a penalty of \$50/M will be deducted for the percentage exceeding the 45%.

*Deliveries from the Little Deschutes Block and Crescent Creek Block will not exceed 2.7 MM total in any one month. All other conditions and standards remain the same.

EXHIBIT C



DAW Forest Products Company

Bend Operations - P.O. Box 1111, Bend, OR 97709 - (503) 382-2511

To: Crown Pacific

Phone: 228-8175

Address: 317 SW Alder

Portland, Oregon 97208

DAW Forest Products agrees to buy & Seller

agrees to sell the following:

PONDEROSA PINE

N/A Base Index (see details on reverse side)
x See standards on reverse side

Approx. Volume 10 MMBF
Purchase Price/M Net Scale
Scribner Eastside Scaling Rules
7" & Smaller \$ 0.00
8" - 11" \$ 226.00
12" + \$ 340.00

LOGEPOLE PINE

Base Index (see details on reverse side)
See standards on reverse side

MBF

\$

CHIPPABLE LOGS

DOUGLAS FIR & WESTERN LARCH

Base Index (see details on reverse side)
See standards on reverse side

Loads

MBF

\$ /Ton

\$

WHITE FIR & OTHER SPECIES

Base Index (see details on reverse side)
See standards on reverse side

MBF

\$

BRAND Orange 13

AGREEMENT DATES: 5/1/90 - 4/30/91

CONDITIONS: Logs from sellers Bull Springs Block. Maximum 2,500 M per month.
Logs to be sorted by size 12"+ and 11"--. 8" - 11" volume not to exceed 60%
of total volume delivered. 12"+ volume to exceed 15% 19"+ scaling diameter.
SCALING: By Southern Oregon Scaling Bureau. Frequency 1:3 by load type.

DELIVERY POINT: FOB Bend Log Yard.

DAW is not obligated to purchase any logs under this agreement after the Termination Date.
As Seller, I guarantee title to all logs covered by this agreement and will hold DAW Forest Products harmless from claims by third parties.

AGREED: CROWN PACIFIC

BY:

DAW FOREST PRODUCTS

DATE

Offer void after 10 days unless signed and returned. No logs will be accepted until ORIGINAL is signed and returned to DAW office with copy of Brand and Scale information for federal sales.

11/85

5669-969 (E05) I-MWD 92:88 88, 00 DAW-M 26:08:00 (S03)

EXHIBIT D

All logs must be bucked to proper lengths according to DAW specifications and destination, excessive defect and crook cut out, and all limbs cut flush with the bark. Logs will be scaled for diameter, length and defect as delivered by this supplier.

PONDEROSA PINE
LOG PURCHASE STANDARDS

Preferred Lengths Are 16'6" and 33'0"

Up to 20% of volume scaled in pieces of non-preferred lengths will be accepted to allow utilization of the timber.

When the volume in non-preferred length pieces exceeds 20% in any half-month delivery period, a \$50/M penalty will be deducted for the percentage of the payment period deliveries, by which the non-preferred length portion exceeds 20%.

NO PAYMENT for segments smaller than 8".

\$10/M penalty to be deducted for sort volume exceeding 6% of total volume delivered in any half month delivery period.

When the volume of 19"+ scaling diameter drops below 15 % of the 12"+ scaling diameter volume (in any one month delivery period) a penalty of \$75/M will be deducted for the volume below 15%.

When the volume exceeds the 60% of 8" - 11" scaling diameter (in any one month delivery period) a penalty of \$50/M will be deducted for the percentage exceeding the 60%.

EXHIBIT D



DAW Forest Products Company

5174

Bend Operations - P.O. Box 1111, Bend, OR 97709 - (503) 382-2511

To: Crown Pacific

Address: 317 SW Alder

Phone: 228-8175

Portland, Oregon 97208

DAW Forest Products agrees to buy & Seller agrees to sell the following:
Approx. Purchase Price/M Net Scale
Volume Scribner Eastside Scaling Rules

PONDEROSA PINE

N/A Base Index (see details
on reverse side)
-X See standards on reverse
side

25 MMBF 7" & Smaller \$ 0.00
8" - 11" \$ 232.00
12" + \$ 340.00

LODGEPOLE PINE

Base Index (see details
on reverse side)
See standards on reverse
side

MBF

\$

CHIPPABLE LOGS

DOUGLAS FIR & WESTERN LARCH

Base Index (see details
on reverse side)
See standards on reverse
side

Loads

\$ /Ton

MBF

\$

WHITE FIR & OTHER SPECIES

Base Index (see details
on reverse side)
See standards on reverse
side

MBF

\$

BRAND Orange 14

AGREEMENT DATES: 5/1/88 - 4/30/90

CONDITIONS: Logs from sellers Foley Block. Maximum 1,200 M per month. Logs
to be sorted by size 12"+ and 11"- 8" - 11" volume not to exceed 60% of
total volume delivered. 12"+ volume to exceed 15% 19"+ scaling diameter.
SCALING: By Southern Oregon Scaling Bureau. Frequency 1:3 by load type.

DELIVERY POINT: FOB Bend Log Yard.

DAW is not obligated to purchase any logs under this agreement
after the Termination Date.
As Seller, I guarantee title to all logs covered by this agreement and will
hold DAW Forest Products harmless from claims by third parties.

AGREED: CROWN PACIFIC

BY:

DAW FOREST PRODUCTS

DATE

DATE

Offer void after 10 days unless signed and returned. No logs will be accepted
until ORIGINAL is signed and returned to DAW office with copy of Brand and
Scale information for federal sales.

11/85

EXHIBIT E

6669-969 (E02) I-11/11/85 12:00 88, 00 88

5175
All logs must be bucked to proper lengths according to DAW specifications and destination, excessive defect and crook cut out, and all limbs cut flush with the bark. Logs will be scaled for diameter, length and defect as delivered by this supplier.

PONDEROSA PINE
LOG PURCHASE STANDARDS

Preferred Lengths Are 16'6" and 33'0"
Up to 20% of volume scaled in pieces of non-preferred lengths will be accepted to allow utilization of the timber.

When the volume in non-preferred length pieces exceeds 20% in any half-month delivery period, a \$50/M penalty will be deducted for the percentage of the payment period deliveries, by which the non-preferred length portion exceeds 20%.

NO PAYMENT for segments smaller than 8".

\$10/M penalty to be deducted for sort volume exceeding 6% of total volume delivered in any half month delivery period.

When the volume of 19"+ scaling diameter drops below 15% of the 12"+ scaling diameter volume (in any one month delivery period) a penalty of \$75/M will be deducted for the volume below 15%.

When the volume exceeds the 60% of 8" - 11" scaling diameter (in any one month delivery period) a penalty of \$50/M will be deducted for the percentage exceeding the 60%.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath County Title Co.
of April A.D. 19 88 at 9:51 o'clock A M., and duly recorded in Vol. M88
of Deeds on Page 5145

FEE \$155.00

Evelyn Biehn
By Bernice J. Letch County Clerk

5669-969 (805) I-11/MAY 82:28 DAY 11:00 88, 00 RAR

EXHIBIT E