

18771  
96-16687

96-10940

BOOK 1411 PAGE 462

Vol. 1196 Page 15373 35  
AFTER RECORDING RETURN TO:  
A  
Amertitle 960241

TIMBER  
MEMORANDUM OF AGREEMENT

MTC 13967792

This Memorandum of Agreement by and between DODENHOFF LOGGING CO. ("Dodenhoff") and BOISE CASCADE CORPORATION ("Boise Cascade") is made this 1st day of May, 1996. Dodenhoff is in the business of acquiring and harvesting timber. Boise Cascade is a sawmill operator and wishes to acquire delivered logs.

Dodenhoff and Boise Cascade entered into that certain Log Purchase Agreement and Amendment dated May 1, 1996 ("Agreement"), whereby Dodenhoff will harvest and deliver to Boise Cascade logs.

In order to facilitate the terms of the Agreement, Boise Cascade and Dodenhoff agree as follows:

1. Boise Cascade will advance the price of the Payment Bond to Dodenhoff in exchange for a Promissory Note and Savings Account Assignment.
2. All harvested logs from the property shall be delivered and sold to Boise Cascade, and to no other buyer, in accordance with the attached delivered Log Purchase Agreement.
3. Dodenhoff shall retain all loggers and haulers and pay for all logging and trucking costs. All logs are sold delivered at the mill.
4. Dodenhoff is not Boise Cascade's agent, employee, or contractor and Boise Cascade has no supervision or control whatsoever concerning logging, trucking, or activity related to timber harvesting or delivery unless and until Boise Cascade obtains title through foreclosure. Boise Cascade and Dodenhoff are not joint venturers or partners.

COMMERCIAL TITLE CO.

P. O. Box 1323

Roseburg, Oregon 97470

COUGATES - Bill

96 MAY 28 P3:52

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5. This Agreement contains the entire agreement between the parties with respect to the transaction described herein. This Agreement shall be interpreted in accordance with normal standard and practice in the industry.

DODENHOFF LOGGING CO.

DATED 5-21, 1996

By

Title

BOISE CASCADE CORPORATION

DATED May 21, 1996

By

Title

96-16667

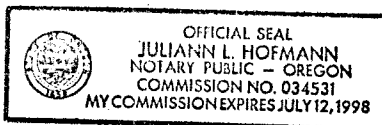
15373-B  
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STATE OF OREGON )  
COUNTY OF JACKSON ) ss.

May 21, 1996.

Personally appeared LLOYD L. DODENHOFF, who, being sworn, stated that he is the PRESIDENT of DODENHOFF LOGGING CO., and that the seal affixed hereto is its seal and that this instrument was voluntarily signed and sealed on behalf of the corporation by authority of its Board of Directors.

Before me:



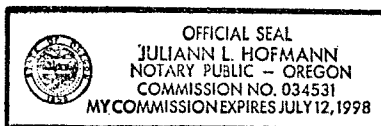
*Juliann L. Hofmann*  
Notary Public  
My Commission expires:

STATE OF OREGON )  
COUNTY OF JACKSON ) ss.

MAY 21, 1996.

Personally appeared JUANITA WRIGHT, who, being sworn, stated that she is the ADMINISTRATIVE FORESTER of Boise Cascade Corporation and that the seal affixed hereto is its seal and that this instrument was voluntarily signed and sealed on behalf of the corporation by authority of its Board of Directors.

Before me:



*Juliann L. Hofmann*  
Notary Public  
My Commission expires:

## ATTACHMENT 1

Logs manufactured from timber harvested from portions of Sections 35-36, Township 28 South, Range 4 East; Sections 31-35, Township 28 South, Range 5 East; Sections 1-3, 10-16, 21-29, 32-36, Township 29 South, Range 4 East; Sections 4-7, 18-19, 30-31, Township 29 South, Range 5 East; Sections 1-30, 33-36, Township 30 South, Range 4 East; Section 18, Township 30 South, Range 5 East; Willamette Meridian, Douglas, Jackson and Klamath Counties, Oregon.

96-16667

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# LOG PURCHASE AGREEMENT P-96052-00

**SELLER:** Doderhoff Logging Co  
**SALE NAME:** Hambert  
**PERMIT #:** 96-981-88157

**BRAND ID:** 907277  
**BRAND:** Y/2  
**SELLER'S ID #** 93-0666516  
 or SSN

**EFFECTIVE:** 5/1/96  
**TERM DATE:** 9/15/96  
**VENDOR #:** 080007899

Seller agrees to sell to Boise Cascade Corporation ("Buyer") all logs from the above mentioned Sale which meet Buyer's log specifications and as scaled by a mutually acceptable party including special request grades on file. (Payment rates for Scribner scale are MBF net and adjusted gross scale.) Logs to be scaled, delivered to Buyer, and paid for F.O.B. as follows:

**SCALE METHOD:** Scribner Long Log scale

**SCALING PARTY:** Northwest Log Scalers

**USE AVERAGE TARE TRUCK WEIGHT (Y/N):** N

**FOB:** Boise Cascade - White City

**LOG SPECIFICATIONS:** Length = 8 Ft      Diameter = 6 in      Merch % = 33 %      Vol/Piece = 10 BF

VOLUMES:	Destination	Location	Species	Unit Vol
	Boise Cascade	White City	Douglas Fir	150
	Boise Cascade	White City	White Fir	100
	Boise Cascade	Medford	White Fir	50
	Boise Cascade	Medford	Douglas Fir	50
	Boise Cascade	White City	Ponderosa Pine	45
	Boise Cascade	Medford	Ponderosa Pine	30
	Boise Cascade	White City	Veneer Ponderosa	5
			<b>Totals</b>	<b>430</b>

PAYMENT RATES:	Species *	Grade	Diam Group	Unit Rate	Blue Rate
	Douglas Fir	CR			
	Douglas Fir	SC			
	Douglas Fir	2SC			
	Douglas Fir	UC			
	Ponderosa Pine	P			
	Ponderosa Pine	SM			
	Ponderosa Pine	1M			
	Ponderosa Pine	2M			
	Ponderosa Pine	3M			
	Ponderosa Pine	4M	20-99		
	Ponderosa Pine	4M	12-19		
	Ponderosa Pine	5M	20-99		
	Ponderosa Pine	5M	12-19		
	Ponderosa Pine	5M	06-11		
	Ponderosa Pine	SC			
	Ponderosa Pine	2SC			
	Ponderosa Pine	UC			
	Lodgepole Pine	CR			
	Lodgepole Pine	SC			
	Lodgepole Pine	2SC			
	Lodgepole Pine	UC			
	Sugar Pine	P			
	Sugar Pine	SM			
	Sugar Pine	1M			
	Sugar Pine	2M			
	Sugar Pine	3M			
	Sugar Pine	4M	20-99		
	Sugar Pine	4M	12-19		
	Sugar Pine	5M	20-99		
	Sugar Pine	5M	12-19		
	Sugar Pine	5M	06-11		
	Sugar Pine	SC			

**LOG PURCHASE AGREEMENT P-96052-00**

Sugar Pine	2SC
Sugar Pine	UC
White Fir	CR
White Fir	SC
White Fir	2SC
White Fir	UC
Incense Cedar	CR
Incense Cedar	SC
Incense Cedar	2SC
Incense Cedar	UC
Other Species	CR

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Payment rates subject to a \$ 0.00/MBF deduction for less than 0% preferred lengths only  
by gross volume, Peelable and Sawlog, by pay period.

\* Unless otherwise stated above, Ponderosa Pine includes Veneer Pine and Jeffrey Pine; Sugar Pine includes  
White Pine; White Fir includes Truefirs, Hemlock, Spruce; Incense Cedar includes Western Red Cedar.

**SPECIAL CONDITIONS:****ATTACHED AND MADE PART OF THIS AGREEMENT ARE:**

Exhibits B, D AND U

Purchaser's Cut-Off and Pay Date Schedule

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# LOG PURCHASE AGREEMENT P-96052-00

## Terms and Conditions

### 1) Acceptance.

This Agreement as set forth herein and on the face hereof, is effective upon Seller's written acknowledgement or by commencement of performance by Seller. No other terms or conditions shall be binding on Buyer unless written approval thereof specifically referring to such other terms and conditions shall have been given to Seller. This is a firm agreement and is terminable only upon written mutual consent unless otherwise provided herein.

### 2) Execution of Multiple Copies.

This instrument may be executed in one or more corresponding copies. All such copies taken together shall constitute one agreement. Any party to this Agreement may execute this instrument by signing at least one such copy. A party may deliver an executed copy of this instrument by telecopy, telex or other means of electronic communication that produces a printed copy for the receiving party. A delivery made in such manner will be deemed to be an execution and delivery of this instrument on the date of such communication by the sending party. In any event, the sending party shall deliver an originally executed instrument in hard copy to the other party within one week of the date of delivery of the copy sent via the electronic communication.

### 3) Delivery.

Unless otherwise indicated on the face hereon, all sales are F.O.B. truck Buyer's log yard, designated on the face hereon. Logs will be delivered during posted scaling hours, unless otherwise indicated on the face hereof. Buyer reserves the right to change delivery point between Medford and White City as required to meet projected mill needs.

### 4) Boise Cascade Log Load Receipts.

Boise Cascade log load receipt books, labels or cards issued to this Agreement are to be used only on loads being delivered to Buyer's designated destinations from the agreement area. Surplus receipt books, labels or cards are to be returned to Buyer or destroyed upon termination of this Agreement.

### 5) Force Majeure.

If Buyer is unable to take delivery of logs or Seller is unable to deliver logs due to strikes, acts of God, equipment breakdown, or other occurrences beyond its reasonable control, the term hereof shall be extended an equal number of operating days. Where either Seller or Buyer claims an excuse for nonperformance under this paragraph, it must give notice in writing to the other party. At the option of the party whose performance has not been delayed, this Agreement may be terminated if delivery does not recommence within thirty days.

### 6) Payment.

Payment for logs delivered to Buyer will be made in accordance with the attached schedule.

### 7) Warranty.

SELLER WARRANTS ALL LOGS COVERED BY THIS AGREEMENT WILL CONFORM TO SPECIFICATIONS ON THE FACE HEREOF. LOGS NOT MEETING SPECIFICATIONS WILL NOT BE PAID FOR AND SHALL BE IMMEDIATELY REMOVED BY SELLER AT SELLER'S EXPENSE. SELLER WARRANTS THAT IT IS THE OWNER OF ALL LOGS SOLD HEREUNDER AND THAT ALL LOGS ARE FREE FROM ANY AND ALL CLAIMS, LIENS, AND ENCUMBRANCES.

### 8) Assignment.

This Agreement shall not be assigned by either party in whole or in part without the prior written approval of the other party.

### 9) Compliance with Applicable Laws and Regulations.

Each party warrants that it and its employees and contractors who perform any work subject to this Agreement will comply with all federal, state and local laws, rules and regulations applicable to performance of this Agreement.

### 10) Governing Law.

This Agreement shall be governed by the law of the state of Oregon.

### 11) Indemnity.

Seller agrees to indemnify, defend, and hold harmless Buyer and any contractor, agent, or employee of Buyer from and against all claims, demands, losses, damages, actions, or liability of any kind, including attorneys' fees, arising from the negligence, or other breach of duty, or breach of warranty, or violation of this Agreement by Seller, or those for whom Seller is responsible, in connection with this Agreement or the logs supplied hereunder.

### 12) Notices.

Any notice authorized by this Agreement to be served or given to either party hereto shall be sufficiently served or given for all purposes if sent by United States mail, postpaid, addressed to the party at its place of business, as set forth below.

### 13) Taxes.

Unless otherwise stated, the sales prices specified herein do not include any federal, state, or local taxes. Wherever applicable, such taxes or charges will be for the account of the party responsible at law for payment thereof, unless specifically otherwise provided on the face of this Agreement.

### 14) Entire Agreement.

This document contains the entire agreement of the parties concerning the subject matter hereof and no provision hereof shall be deemed waived or amended except in writing signed by the parties.

Dodenhoff Logging Co

17365 Hwy 62

Eagle Point, OR 97524

(541) 828-2384

BOISE CASCADE CORPORATION

P.O. Box 100

Medford, OR 97501

(541) 776-6609

By:

*[Signature]*  
"Seller"

By:

*[Signature]*  
"Buyer"

80A MAY 11 1996  
12333-85321  
96-16867

15373-G

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Jackson County, Oregon  
RECORDED  
OFFICIAL RECORDS

MAY 21 1996

*[Signature]*  
County Clerk

STATE OF OREGON }  
COUNTY OF DOUGLAS } ss.  
I, GAY FIELDS, COUNTY CLERK AND RECORDER OF  
CONVEYANCES, DO HEREBY CERTIFY THAT THIS  
INSTRUMENT WAS RECORDED

96 MAY 22 AM 10:47

GAY FIELDS  
DOUGLAS COUNTY CLERK

IN THE OFFICIAL RECORDS OF DOUGLAS COUNTY

*[Signature]*  
DEPUTY

COM

FEE

405  
45

96-10940

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of AmeriTitle the 28th day  
of May A.D., 19 96 at 3:52 o'clock PM., and duly recorded in Vol. M96  
of Mortgages on Page 15373

Bernetha G. Letsch, County Clerk

FEE \$45.00

By

*[Signature]*