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BOOK 1411 PAGE 4620 MAY Page 15373 35 AFTER RECORDING RETURN TO:

# TIMBER MEMORANDUM OF AGREEMENT

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 Eoise 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.

15/2

-96-16667

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 \_\_\_\_\_\_\_, 1996

By Along Title

BOISE CASCADE CORPORATION

By hawfallung for

96-16667

STATE OF CREECIN

COUNTY OF JACKSON

1996. May 21

Personally appeared \_\_LLOYD L. DODENHOFF of DODENHOFF being sworn, stated that he is the PRESIDENT

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:



OFFICIAL SEAL JULIANN L. HOI MANIN NOTARY PUBIC - OREGON COMMISSION NO. 034531 MYCOMMISSIONEXPIRESJULY 12,1998 My Commission expires

STATE OF OREGON

SS.

COUNTY OF JACKSON

M/Y 21

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:

OFFICIAL SEAL JULIA VN L HOFMANN NOTAR! PLEUC — OREGON COMY ISSION NO. 034531 MYCOMMISSION E (PIRES JULY 12, 1993

My Commission expares:

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## 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.

15373 Dok 1411 PAGE 466





# LOG PURCHASE AGREEMENT

17189

PERMIT #:

Dodenhoff Logging Co

Hambert

96-981-88157

**BRAND ID: 907277** 

BRAND: Y/2

3ELLER'S ID # 93-0666516

5/1/96

TERM DATE: 9/15/96

EFFECTIVE:

**VENDOR#:** 080007899

or SSN

Seller agrees to sell to Boise Cascado Corporation ("Buyor") all logs from the above mentioned Sale which meet Buyer's log specifications and as scaled by a muturally 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:

**PAYMENT RATES** 

Scribner Long Log scale

SCALING PARTY: Northwest Log Scalers

USE AVERAGE TARE TRUCK (VEIGHT (Y/N): N

FOB: Boise Cascade - White City

LOG SPECIFICAT	IONS: Length 11 8 Ft	Diameter = 6 in	March % = 33 %	Vol/Piece = 10 Bi
VOLUMES:	Destir ation	Location	Species	Unit Vol
VOLU.NEU.	Boise Cascade	White City	Douglas Fir	150
	Boise Cascade	White City	White Fir	100
	Boise Cascade	Medford	White Fir	50
	Boiso Casc ide	Medford	Douglas Fir	50
	Boiso Cascade	White City	Ponderosa Pine	45
	Boiso Casc ide	Medford	Ponderosa Pine	30
	Boise Cascade	White City	Veneer Ponderosa	5
	DOISO CREVICO	Adult : TIN 대학계 교회	Totals	430

	Boise Cascade	Write City	Totals
•	Species *	Gratia Diam Group	Unit Rate Blue Rate
	Douglas Fir	CR	공통회 배양을 모르지 않는 것
	Douglas Fi	SC	
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	Pondeross Pine	4.V. 12-19	
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	Pondeross Pine	5% <b>08-11</b>	
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	Pont erox Pine	uc	기념화 1월 지원 하는 것 같습니다. 김성화 1월 2일 다 있다는 사람
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Page 1 of 3

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# LOG PURCHASE AGREEMENT

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BOOK 1411 PAGE 467

2SC Sugar I ine UC Sugar I line CR White fir SC White fir 2SC White Fir White I ir UC CR Incenso Cecar Incenso Cecar SC 2SC Incenso Cecar UC Incenso Cecar Other Species CR

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

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

### SPECIAL CONDITIONS:

ATTACHED AND MADE PART ()F 11 IS AGREEMENT ARE:

Exhibits B. D AND U

Purchaser's Cut-Cif and Pay Date Schedule

Page 2 of 3



# LOG PURCHASE AGREEMENT

15373-X BOOK 1411 PAGE 468 P-96052-00 17191



# Terms and Conditions

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

### 2) Execution of Multiple Copies.

This instrument may be exacuted 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 cigning at least one such copy. A party may deliver an executed copy of this instrument by telecopy, telector of 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.

Unless otherwise indicated on the lace 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 Lo id Fit celipts.

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

### 5) Force Majeure.

If Buyer is unable to take da ivery 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 horsef 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.

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

### 7) Warranty.

SELLER WARRANTS ALL .OGS 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.

### 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 ∈ imployees and contractors who perform any work subject to this Agreement will comply with all federal, state and local laws, rules aid regulations applicable to performance of this Agreement.

### 10) Governing Law.

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

Seller agrees to indemnify, defend, and hold harmless Suyer and any contractor, eigent, 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 Litis Agreement by Seller, or those for whom Seller is responsible, in connection with this Agreement or the logs supplied hereunder.

TI DE TELEBRE DE CARO

### 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, postp tid, 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.

PERSE This document contains the entire agreement of the partial concerning the subject matter hereof and no provision hereof shall be deemed waived or amended except in writing signed by the partie 3."

Dodenhoff Loggin 3 Co

17365 Hay 62

Eagle Point DR 97524

**BOISE CASCADE CORPORATION** 

P.O. Box 100
Medford, OR 97501

(541) 776-6609

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Page 3 of 3

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