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18771
96-16667

96-10940

BOOK 1411

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AFTER RECORDING RETURN TO:

A
AmeriTitle. 960241TIMBER
MEMORANDUM OF AGREEMENT

MTC 13267792

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 1325

Roseburg, Oregon 97470

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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

KL60417D.CM

96-16667

17187 15373-B

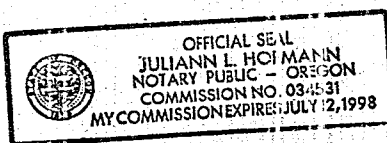
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STATE OF OREGON)
COUNTY OF JACKSON) ss.

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:



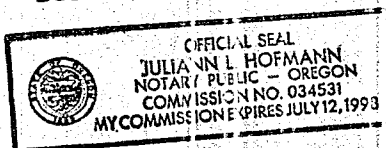
Juliann L. Hofmann
Notary Public
My Commission expires:

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:

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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.

96-16687

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LOG PURCHASE AGREEMENT

P-96052-00

17189

SELLER: Dodenhoff 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 March % = 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 |
| | | | Totals | 430 |

| PAYMENT RATES: | Species * | Grade | Diam Group | Unit Rate | Blus Rate |
|----------------|----------------|-------|------------|-----------|-----------|
| | Douglas Fir | CR | | | |
| | Douglas Fir | SC | | | |
| | Douglas Fir | 2SC | | | |
| | Douglas Fir | UC | | | |
| | Ponderosa Pine | P | | | |
| | Ponderosa Pine | SV | | | |
| | Ponderosa Pine | 1V | | | |
| | Ponderosa Pine | 2V | | | |
| | Ponderosa Pine | 3V | | | |
| | Ponderosa Pine | 4V | 20-99 | | |
| | Ponderosa Pine | 4V | 12-19 | | |
| | Ponderosa Pine | 5V | 20-99 | | |
| | Ponderosa Pine | 5V | 12-19 | | |
| | Ponderosa Pine | 5V | 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 | SV | | | |
| | Sugar Pine | 1V | | | |
| | Sugar Pine | 2V | | | |
| | Sugar Pine | 3V | | | |
| | Sugar Pine | 4V | 20-99 | | |
| | Sugar Pine | 4V | 12-19 | | |
| | Sugar Pine | 5V | 20-99 | | |
| | Sugar Pine | 5V | 12-19 | | |
| | Sugar Pine | 5V | 06-11 | | |
| | Sugar Pine | SC | | | |

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96-16667

LOG PURCHASE AGREEMENT

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| | |
|---------------|-----|
| 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 Truafirs, 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-Cut and Pay Date Schedule

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LOG PURCHASE AGREEMENT

P-96052-00 17191

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) 821-2314

BOISE CASCADE CORPORATION
P.O. Box 100
Medford, OR 97501
(541) 776-6609

By: [Signature] Pres. By: [Signature] Buyer
"Seller" "Buyer"

5/7/96 8:54:46 AM

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Jackson County, Oregon
V. Recorded

OFFICIAL RECORDS

MAY 21 1996

2:30 PM
Jackson County Clerk

STATE OF OREGON
COUNTY OF CLATSOP

GAY FIELDS
DOUGLAS COUNTY CLERK
DO NOT RECORDED
DO NOT RECORDED

96 MAY 22 AM 10:47

STATE OF OREGON
COUNTY OF CLATSOP

Police Kennison
COM
FEE 405
115

96-10940

STATE OF OREGON: COUNTY OF CLATSOP: ss.

Filed for record at request of AmeriTitle the 28th day
of June A.D., 1996 at 3:52 o'clock PM., and duly recorded in Vol. M96
of Mortgages on Page 15373

FEE INDEXED By Bernetha G. Letsch, County Clerk
Cheryl Russell

STATE OF OREGON: COUNTY OF CLATSOP: ss.

Filed for record at request of AmeriTitle the 11th day
of June A.D., 1996 at 1:32 o'clock P.M., and duly recorded in Vol. M96
of Deeds on Page 17185

FEE No Fee Re-Recorded To Correct Book By Bernetha G. Letsch, County Clerk
Cheryl Russell