

After recording return to:

Mark Nystrom, Boise Cascade
P.O. Box 100
Medford, OR 97501

This space reserved for recorder's use.

Until a change is requested, all Severance and
 Harvest tax statements shall be sent to Grantee at
 the following address:

Boise Cascade
 P. O. Box 100
 Medford, OR 97501

at GRANTOR: U.S. TIMBERLANDS KLAMATH
 FALLS, L.L.C.
 GRANTEE: Boise Cascade Corporation

Highway 66 Timber Sale

STATUTORY WARRANTY TIMBER DEED

U.S. TIMBERLANDS KLAMATH FALLS, a Delaware limited liability company ("Grantor") conveys and warrants to Boise Cascade Corporation. ("Grantee"), all of the "Conveyed Timber" (as defined below) on those certain parcels of land situated in Klamath, County Oregon, described below, free of encumbrances except as set forth in Exhibit "B" attached hereto and incorporated herein:

SEE EXHIBIT "A" ATTACHED HERETO
 AND INCORPORATED HEREIN (the "Land")

The true consideration for this conveyance is the sum of \$ 10.00

As used herein, the term "Conveyed Timber" shall mean all timber now standing, growing, lying or being on the Land which, as of the date of this Deed, or through growth, during the term hereof, meets the specifications for "Covered Products" set forth in the Lump Sum Timber Sale Agreement ("Agreement"), which is defined below.

Grantee shall have until December 31, 2003 (the "Termination Date") to cut and remove the Conveyed Timber. Provided however, at the election of Grantee, the Termination Date shall be extended during General Operating Seasons for the period of any delay(s) in Grantee's harvest and removal of the Conveyed Timber upon the terms and conditions set forth in Section 1.6 of the Agreement. If any such extension shall apply, Grantee shall use its best efforts to complete its full performance hereunder as soon as possible thereafter.

On the Termination Date, all right, title and interest in and to any remaining Conveyed Timber shall revert automatically to the Grantor herein, its successors and assigns, without the requirement of any action by any party hereto.

This Timber Deed has been executed and delivered, and accepted, subject to the terms and provisions of the Agreement, dated December 19, 2000 between Grantor and Grantee, the terms and conditions of which are incorporated herein.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WIT THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

Executed as of the 19th day of December, 2000.

GRANTOR:

U.S. TIMBERLANDS KLAMATH FALLS, L.L.C., a
Delaware limited liability company

By: Martin Hughes
Name: Martin Hughes
Its: General Manager

STATE OF OREGON)
) ss.
COUNTY OF KLAMATH)

The foregoing instrument was acknowledged before me this 19th day of December 2000, by Martin Lugas, Operations VP of U.S. Timberlands Klamath Falls, L.L.C., a Delaware limited liability company.



Catherine Gray

Notary Public for Oregon
My commission expires: 5/6/04

EXHIBIT A

HIGHWAY 66 DEED SALE

Portions of the following:	SE $\frac{1}{4}$ SW $\frac{1}{4}$	Section 32, T39S, R5E
	SW $\frac{1}{4}$ SE $\frac{1}{4}$	" "
	SE $\frac{1}{4}$ SE $\frac{1}{4}$	" "

Portions of the following:	NW $\frac{1}{4}$ NW $\frac{1}{4}$	Section 4, T40S, R5E
	NE $\frac{1}{4}$ "	" "
	SW $\frac{1}{4}$ "	" "
	SE $\frac{1}{4}$ "	" "
	NE $\frac{1}{4}$ SW $\frac{1}{4}$	" "
	NW $\frac{1}{4}$ "	" "
	SW $\frac{1}{4}$ "	" "
	SE $\frac{1}{4}$ "	" "
	NW $\frac{1}{4}$ SE $\frac{1}{4}$	" "
SW $\frac{1}{4}$ "	" "	

	NE $\frac{1}{4}$ NE $\frac{1}{4}$	Section 5, T40S, R5E
	NW $\frac{1}{4}$ "	" "
	SW $\frac{1}{4}$ "	" "
	SE $\frac{1}{4}$ "	" "
	NE $\frac{1}{4}$ NW $\frac{1}{4}$	" "
	NW $\frac{1}{4}$ "	" "
	SW $\frac{1}{4}$ "	" "
	SE $\frac{1}{4}$ "	" "
	NE $\frac{1}{4}$ SW $\frac{1}{4}$	" "
	NW $\frac{1}{4}$ "	" "
	SE $\frac{1}{4}$ "	" "
	NE $\frac{1}{4}$ SE $\frac{1}{4}$	" "
	NW $\frac{1}{4}$ "	" "
	SW $\frac{1}{4}$ "	" "
	SE $\frac{1}{4}$ "	" "

Portions of the following:	NE $\frac{1}{4}$ NE $\frac{1}{4}$	Section 6, T40S, R5E
	SW $\frac{1}{4}$ "	" "
	SE $\frac{1}{4}$ "	" "

	NE $\frac{1}{4}$ NE $\frac{1}{4}$	Section 8, T40S, R5E
	NW $\frac{1}{4}$ "	" "
	SW $\frac{1}{4}$ "	" "
	SE $\frac{1}{4}$ "	" "
	NE $\frac{1}{4}$ NW $\frac{1}{4}$	" "
	SW $\frac{1}{4}$ "	" "
	SE $\frac{1}{4}$ "	" "
	NE $\frac{1}{4}$ SW $\frac{1}{4}$	" "

Portions of the following:	NW $\frac{1}{4}$ NW $\frac{1}{4}$	Section 9, T40S, R5E
	SW $\frac{1}{4}$ "	" "

EXHIBIT B
TO
STATUTORY WARRANTY TIMBER DEED

Exceptions to Title

None

State of Oregon, County of Klamath
Recorded 01/10/01, at 3:01 p. m.
In Vol. M01 Page 1064
Linda Smith,
County Clerk Fee \$ 41⁰⁰