

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

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

Hamaker Mtn 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 May 4, 2004 (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 May 4, 2001 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 WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

Executed as of the 4th day of May, 2001.

GRANTOR:

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

By: *Walter J. Rogers*

Name: *Walter J. Rogers*

Its: *General Manager*

STATE OF OREGON            )  
  ) ss.  
COUNTY OF KLAMATH\_ )

The foregoing instrument was acknowledged before me this 4th day of May 2001, 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: May 6, 2004

Unofficial Copy

## EXHIBIT A

## HAMAKER MTN. TIMBER DEED

Portions of the following:	NE $\frac{1}{4}$	Section 20, T40S, R7E
	NE $\frac{1}{4}$ SE $\frac{1}{4}$	" " "
	NW $\frac{1}{4}$ SE $\frac{1}{4}$	" " "
Portions of the following:	NW $\frac{1}{4}$	Section 26, T40S, R7E
Portions of the following:	SE $\frac{1}{4}$ SE $\frac{1}{4}$	Section 36, T40S, R7E
	SW $\frac{1}{4}$ SE $\frac{1}{4}$	" " "
	SE $\frac{1}{4}$ SW $\frac{1}{4}$	" " "
Portions of the following:	NE $\frac{1}{4}$	Section 1, T41S, R7E
	SE $\frac{1}{4}$	" " "
	SW $\frac{1}{4}$	" " "
Portions of the following:	SW $\frac{1}{4}$ SW $\frac{1}{4}$	Section 2, T41S, R7E
	NW $\frac{1}{4}$ SW $\frac{1}{4}$	" " "
Portions of the following:	NE $\frac{1}{4}$ SE $\frac{1}{4}$	Section 3, T41S, R7E
	SE $\frac{1}{4}$ SE $\frac{1}{4}$	" " "
Portions of the following:	NE $\frac{1}{4}$	Section 12, T41S, R7E
	NE $\frac{1}{4}$ NW $\frac{1}{4}$	" " "
	NW $\frac{1}{4}$ NW $\frac{1}{4}$	" " "
Portions of the following:	NW $\frac{1}{4}$ NE $\frac{1}{4}$	Section 6, T41S, R8E
	NE $\frac{1}{4}$ SW $\frac{1}{4}$	" " "
	SW $\frac{1}{4}$ SW $\frac{1}{4}$	" " "
	NW $\frac{1}{4}$ SW $\frac{1}{4}$	" " "
	NW $\frac{1}{4}$	" " "
Portions of the following:	SW $\frac{1}{4}$ NW $\frac{1}{4}$	Section 7, T41S, R8E
	NW $\frac{1}{4}$ NW $\frac{1}{4}$	" " "

**EXHIBIT B**

## Encumbrances

Easements, reservations and restrictions of record.

State of Oregon, County of Klamath  
Recorded 05/31/01, at 9:06 a. m.  
In Vol. M01 Page 25021  
*Linda Smith,*  
County Clerk Fee\$ 41<sup>00</sup>