

03 JUN 30 PM 3:49

RECORDING COVER SHEET MTC-57990

ALL TRANSACTIONS, PER ORS 205.234

THIS COVER SHEET HAS BEEN PREPARED BY THE PERSON PRESENTING THE ATTACHED INSTRUMENT FOR RECORDING. ANY ERRORS IN THIS COVER SHEET DO NOT AFFECT THE TRANSACTION(S) CONTAINED IN THE INSTRUMENT ITSELF.

Vol M03 Page 45185

AFTER RECORDING RETURN TO

name and address of the person authorized to receive the instrument after recording, as required by ORS 205.180(4) and ORS 205.238.

Joseph W. West, Esq.
Bullivant Houser Bailey PC
888 SW Fifth Ave #300
Portland, OR 97204

State of Oregon, County of Klamath
Recorded 06/30/2003 3:49 p m.
Vol M03 Pg 45185-97
Linda Smith, County Clerk
Fee \$ 81.00 # of Pgs 13

1. NAME(S) OF THE TRANSACTION(S), described in the attached instrument and required by ORS 205.234(a).

Note: Transaction as defined by ORS 205.010 "means any action required or permitted by law to be recorded including, but not limited to, any transfer, encumbrance or release affecting title to or an interest in real property."

Hazardous materials Agreement

2. DIRECT PARTY, name(s) of the person(s) described in ORS 205.125(1)(b) or GRANTOR, as described in ORS 205.160.

Peterson machinery Co.

3. INDIRECT PARTY, name(s) of the person(s) described in ORS 205.125(1)(a) or GRANTEE, as described in ORS 205.160.

4. TRUE AND ACTUAL CONSIDERATION PAID for instruments conveying or contracting to convey fee title to any real estate and all memoranda of such instruments, reference ORS 93.030.

\$13,527,008.95

5. UNTIL A CHANGE IS REQUESTED, ALL TAX STATEMENTS SHALL BE SENT TO THE FOLLOWING ADDRESS for instruments conveying or contracting to convey fee title to any real estate, reference ORS 93.260.

6. FULL OR PARTIAL SATISFACTION, IF ANY, OF THE LIEN CLAIM CREATED BY THE ORDER or WARRANT, for instruments to be recorded in County Clerk Lien Records, reference ORS 205.125(1)(e).

7. THE AMOUNT OF THE CIVIL PENALTY OR THE AMOUNT, INCLUDING PENALTIES, INTEREST AND OTHER CHARGES, FOR WHICH THE WARRANT, ORDER OR JUDGMENT WAS ISSUED, for instruments to be recorded in County Clerk Lien Records, reference ORS 205.125(1)(c) and ORS 18.325.

81-

**RECORDING REQUESTED BY AND
AFTER RECORDING RETURN TO:**

Joseph W. West, Esq.
Bullivant Houser Bailey PC
888 SW Fifth Avenue, #300
Portland, OR 97204

45186

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**HAZARDOUS MATERIALS INDEMNITY AGREEMENT
(Klamath County, Oregon)**

This HAZARDOUS MATERIALS INDEMNITY AGREEMENT (this "**Agreement**") is made as of June 30, 2003 by and between PETERSON MACHINERY CO., an Oregon corporation ("**Grantor**"), whose address is 955 Marina Blvd., San Leandro, CA 94577, and CATERPILLAR FINANCIAL SERVICES CORPORATION, a Delaware corporation ("**Beneficiary**"), whose address is 2120 West End Avenue, PO Box 340001, Nashville, TN 37203.

RECITALS

A. Pursuant to that certain Loan Agreement dated as of June 30, 2003 (the "**Loan Agreement**"), by and among Grantor, the guarantors identified therein as guarantors (the "**Guarantors**"), and the Beneficiary, Grantor is indebted to Beneficiary in the principal sum of THIRTEEN MILLION FIVE HUNDRED TWENTY-SEVEN THOUSAND EIGHT AND 95/100 DOLLARS (\$13,527,008.95), as evidenced by that certain promissory note of even date herewith (the "**Note**").

B. Concurrently herewith, the Grantor granted to Beneficiary a certain Deed of Trust, Assignment of Rents and Fixture Filing (the "**Deed of Trust**") to secure, among other things, payment of the Note and encumbering that certain real property described on Exhibit A attached hereto (the "**Property**"). The Loan Agreement, the Note, the Deed of Trust, this Agreement and any other documents executed in connection therewith, together with any modifications, renewals, extensions or replacements thereof, are collectively referred to herein as the "**Loan Documents**." All payment obligations of Grantor or Guarantors to Beneficiary under any of the Loan Documents are hereinafter sometimes collectively referred to as the "**Indebtedness**," and all other obligations of Grantor or Guarantors to Beneficiary under any of the Loan Documents are hereinafter sometimes collectively referred to as the "**Obligations**."

C. As a condition to the Beneficiary entering into the Loan Documents, the Beneficiary has requested that Grantor enter into this Agreement to indemnify the Beneficiary against liabilities arising from Hazardous Materials (as hereinafter defined) used or located on, or affecting the Property, and that Grantor acknowledge and agree that its execution and delivery of

this Agreement and performance of the covenants contained herein are material inducements for the Beneficiary agreement to enter into or accept such Loan Documents.

AGREEMENTS

NOW, THEREFORE, in consideration of and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby covenants and agrees as follows:

1. **No Hazardous Materials on Property.** Grantor covenants that, effective on and after the date hereof, there will be no Hazardous Materials handled, generated, released, stored, buried or deposited over, beneath, in or upon the Property or on or beneath the surface of adjacent property, or transported from the Property, except (a) such existing Hazardous Materials as are disclosed in those reports listed in Schedule 1 attached hereto (the "Baseline Reports"), and (b) those Hazardous Materials reasonably handled, generated, used, stored or transported in connection with the permitted uses of the Property, and then, in the case of either (a) or (b), only to the extent permitted by law after obtaining all necessary permits and licenses therefor. "**Hazardous Materials**" shall mean and include any pollutants, flammables, explosives, petroleum (including crude oil) or any fraction thereof, radioactive materials, hazardous wastes, dangerous or toxic substances or related materials, including substances defined as or included in the definition of toxic or hazardous substances, wastes or materials under any federal, state or local laws, ordinances, regulations or guidances which relate to pollution, the environment or the protection of public health and safety, or limiting, prohibiting or otherwise regulating the presence, sale, recycling, generation, manufacture, use, transportation, disposal, release, storage, treatment of, or response or exposure to, toxic or hazardous substances, wastes or materials. Such federal, state or local laws, ordinances, guidances and regulations, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. § 9601 et seq. and 40 CFR § 302.1 et seq.), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901 et seq.), the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.) and 40 CFR § 116.1 et seq.), and the Hazardous Materials Transportation Act (49 U.S.C. § 1801 et seq.), now or hereafter in effect, and as the same may be amended from time to time, are hereinafter collectively referred to as the "**Hazardous Materials Laws.**"

2. **Compliance with Laws.** For as long as any Indebtedness or Obligations remain outstanding under the Loan Documents, Grantor shall, and shall make all commercially reasonable efforts to cause its employees, agents, tenants, contractors and subcontractors, and any other persons from time to time present on or occupying the Property, to keep and maintain the Property in compliance with, and not cause or knowingly permit the Property to be in violation of, any applicable Hazardous Materials Laws.

3. **Hazardous Materials Claims.** Grantor shall promptly advise Beneficiary in writing of: (a) any notices received by Grantor (whether such notices are from the federal Environmental Protection Agency, or any other federal, state or local governmental agency or regional office thereof) of the violation or potential violation of any applicable Hazardous Materials Laws occurring on, under or about the Property; (b) any and all enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened against Grantor or the Property pursuant to any Hazardous Materials Laws; (c) all claims made or threatened by any third party against Grantor or the Property relating to damage, contribution, cost recovery, compensation,

loss or injury resulting from any Hazardous Materials (the matters set forth in clauses (a), (b) and (c) above are hereinafter referred to as "**Hazardous Materials Claims**"); and (d) the discovery by Grantor of any occurrence or condition on the Property or any real property adjoining or in the vicinity of the Property that could cause the Property or any part thereof to be subject to any Hazardous Materials Claims. Beneficiary shall have the right but not the obligation to join and participate in, as a party if it so elects, any legal proceedings or actions initiated in connection with any Hazardous Materials Claims and Grantor shall pay to Beneficiary, upon demand, all reasonable attorneys' and consultants' fees incurred by Beneficiary in connection therewith.

4. **Other Hazardous Materials Laws.** Grantor covenants that in the event (a) there are underground storage tanks located on, under or about the Property that are subject to the notification requirements under Section 9002 of the Solid Waste Disposal Act, as now or hereafter amended (42 U.S.C. § 6991); and/or (b) there is a facility located on the Property that is subject to the reporting requirements of Section 312 of the Federal Emergency Planning and Community Right to Know Act of 1986 and the Federal regulations promulgated thereunder (42 U.S.C. § 11022), Grantor shall promptly provide Beneficiary with a copy of all reports and notices required to in accordance with such laws and regulations promulgated thereunder.

5. **Inspection and Testing.** Beneficiary may require Grantor, at Grantor's sole cost and expense, from time to time to perform or cause to be performed, such studies or assessments of the Property, as Beneficiary may reasonably deem necessary, appropriate or desirable, to determine the status of environmental conditions on, under and about the Property, which studies and assessments shall be for the benefit of Beneficiary and shall be prepared in accordance with the specifications established by Beneficiary.

6. **Removal of Hazardous Materials.** Grantor, at its sole cost and expense, shall, with due care, in a safe manner and in accordance with all Hazardous Materials Laws, detain the spread of, ameliorate and remove from the Property (and from any other property as required by any Hazardous Materials Laws) any Hazardous Materials contamination located on, under or about any such property and monitor or cause to be monitored the levels of Hazardous Materials on, under or about any such property or in the ground water in accordance with the terms and procedures required by any federal, state, county or local governmental agency having jurisdiction including, without limitation, the federal Environmental Protection Agency or Oregon Department of Environmental Quality.

7. **Indemnification.** Grantor shall indemnify, defend and save harmless Beneficiary and their respective officers, directors, shareholders, agents, attorneys, representatives and employees, and their respective successors and assigns (individually and collectively "**Indemnatee**"), from and against any and all claims, demands, causes of action, damages, costs, expenses, lawsuits and liabilities, at law or in equity, of every kind or nature whatsoever, directly or indirectly arising out of or attributable to the generation, use, storage, release, threatened release, discharge or disposal of Hazardous Materials on, under or about the Property, or on or beneath the surface of adjacent property, in amounts that exceed the amounts disclosed in the Baseline Reports and that occur on or after the date hereof (whether caused by Grantor or any owner of land adjacent to the Property or any other third party) including, but not limited to:

(a) Claims of third parties (including governmental agencies) for injury to or death of any person or for damage to or destruction of any property;

(b) Claims for response costs, clean-up costs, costs and expenses of removal and restoration, including reasonable fees of attorneys and experts, and costs of determining the existence of Hazardous Materials and reporting same to any governmental agency;

(c) Any and all other claims for expenses or obligations, including reasonable attorneys' fees, costs, and other expenses related to Hazardous Materials on, under or about the Property;

(d) Any and all penalties threatened, sought or imposed on account of a violation of any Hazardous Materials Laws;

(e) All reasonable fees of any consultants, attorneys, and engineering firms retained in connection with monitoring the obligations of Grantor under this Agreement and the Loan Documents; and

(f) Any loss occasioned by diminution in the value of the Property, which may result from any of the foregoing.

Notwithstanding the foregoing or any other provision of this Agreement to the contrary, if, through the exercise of Beneficiary's rights under the Loan Documents or otherwise, Beneficiary shall assume control of the Property, Grantor shall not be liable to Indemnitee for any liabilities if and to the extent such liabilities are a direct result of Beneficiary's gross negligence or willful misconduct, or if and to the extent (x) such liabilities first arose after title to the Property is vested in Beneficiary or any other party after the completion of foreclosure proceedings or the granting of a deed-in-lieu of foreclosure, (y) Grantor shall not have contributed to the cause, existence or occurrence of such liabilities, and (z) the events or state of facts resulting (or with the passage of time eventually resulting) in any such liabilities did not exist or occur prior to the time of such assumption of control of the Property.

8. Defense or Settlement of Claims.

(a) To assert an indemnity claim under this Agreement, Beneficiary shall notify Grantor in writing as soon as reasonably practical under the circumstances stating the facts which entitle Indemnitee to make a claim for indemnification.

(b) Grantor shall, at its own cost, expense and risk:

(i) defend all suits, actions, or other legal or administrative proceedings that may be threatened, brought or instituted against an Indemnitee on account of any matter or matters described in Section 7 above;

(ii) pay or satisfy any judgment, decree or settlement that may be rendered against or agreed to by an Indemnitee in any such suit, action or other legal or administrative proceeding;

(iii) reimburse Indemnitee for any and all reasonable expenses, including, without limitation, all reasonable legal expenses incurred in connection with any of the matters described in Section 7 above or in connection with enforcing this Agreement; and

(iv) reimburse Indemnitee for any actual, out-of-pocket loss occasioned by the diminution in the value of the Property caused by the presence of Hazardous Materials or the breach of any representation, warranty or obligation of Grantor.

(c) Any law firm selected by Grantor to defend an indemnified claim shall be subject to the approval of Beneficiary, which approval shall not be unreasonably withheld or delayed; provided that upon thirty (30) days prior written notice, Beneficiary may elect to defend, using a law firm selected by Beneficiary, any such claim, loss, action, legal or administrative proceeding at the cost and expense of Grantor, if, in the reasonable judgment of Beneficiary: (i) the defense is not proceeding or being conducted in a satisfactory manner or (ii) there is a conflict of interest between any of the parties to such lawsuit, action, legal or administrative proceeding.

(d) If Beneficiary exercises its right to designate counsel pursuant to the preceding clause, all costs and expenses thereof shall be paid by Grantor within ten (10) days following written demand (including invoices) by Beneficiary.

(e) In the event Grantor shall pay to Indemnitee any claim under this Agreement, then Grantor shall be subrogated to any rights of such Indemnitee relating thereto, and such Indemnitee will cooperate with Grantor, at the cost and expense of Grantor, in enforcing such rights; provided, that such subrogation shall not be in derogation of any rights of the Indemnitee under this Agreement, and shall not be construed to limit the obligations of Grantor hereunder.

9. **Binding Effect.** All the covenants and agreements of Grantor contained in this Agreement shall apply to and bind its heirs, legal representatives, successors and assigns and shall inure to the benefit of each Indemnitee and its successors and assigns.

10. **Indemnification Separate from the Loan.**

(a) Grantor agrees that this Agreement is separate, independent of and in addition to the undertakings of Grantor pursuant to any of the other Loan Documents. A separate action may be brought to enforce the provisions hereof, which shall in no way be deemed to be an action on any of the other Loan Documents, whether or not the Indebtedness has been repaid or the Obligations have been satisfied and whether or not Beneficiary would be entitled to a deficiency judgment following a judicial foreclosure or trustee's sale. The obligations of Grantor hereunder shall not be affected by any exculpatory provisions contained in any of the other Loan Documents. This Agreement, and all rights and obligations hereunder, shall survive performance and repayment of the obligations evidenced by and arising under the Loan Documents, reconveyance of the Deed of Trust, release of other security provided in connection with the Indebtedness or Obligations, trustee's sale or foreclosure under the Deed of Trust and/or any of the other Loan Documents (whether by deed or other assignment in lieu of foreclosure, or otherwise), acquisition of the Property by Beneficiary, any other transfer of the Property, and transfer of all of Beneficiary's rights in the Loan Documents and the Property.

(b) Grantor waives all rights to require Beneficiary to (i) proceed against or exhaust any security for the Indebtedness or Obligations or (ii) pursue any remedy in Beneficiary's power whatsoever. Grantor waives all defenses by reason of any disability or

other defense under the Loan Documents or by reason of the cessation from any cause whatsoever of its liability under the Loan Documents, or that it may acquire by reason of Beneficiary's election of any remedy against it including, without limitation, Beneficiary's exercise of its rights to foreclose under the Deed of Trust.

11. **Governing Law.** This Agreement shall be construed in accordance with and governed by the internal laws of the State of Oregon.

12. **Amendments.** This Agreement may not be modified, amended, waived or terminated, except by a written instrument executed by the parties hereto.

13. **Parties in Interest.** Except as expressly set forth herein, nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties to it and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.

14. **Severability.** The invalidity, illegality or unenforceability of any provision of this Agreement shall not affect or impair the validity, legality or enforceability of the remainder of this Agreement, and to this end, the provisions of this Agreement are declared to be severable.

15. **Counterparts.** This Agreement may be executed in two or more counterparts.

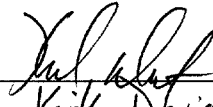
16. **JURY TRIAL WAIVER.** GRANTOR WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS AGREEMENT, ANY RIGHTS, REMEDIES, OBLIGATIONS, OR DUTIES HEREUNDER, OR THE PERFORMANCE OR ENFORCEMENT HEREOF OR THEREOF. Except as prohibited by law, Grantor waives any right which it may have to claim or recover in any litigation referred to in the preceding sentence any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. Grantor (i) certifies that neither Beneficiary nor any representative, agent or attorney of Beneficiary has represented, expressly or otherwise, that Beneficiary would not, in the event of litigation, seek to enforce the foregoing waivers or other waivers contained in this Agreement, and (ii) acknowledges that, in entering into the Loan Agreement and the other Loan Documents to which Beneficiary is a party, Beneficiary is relying upon, among other things, the waivers and certifications contained in this Section 16.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed by its duly authorized representative as of the date first set forth above.

GRANTOR:

PETERSON MACHINERY CO.,
an Oregon corporation

By: 
Name: Keith Davidge
Title: CFO

Unofficial Copy

ACKNOWLEDGMENT

STATE OF CALIFORNIA TJA
~~OREGON~~
COUNTY OF ALAMEDA) ss.

This instrument was acknowledged before me on JUNE 25, 2003 by
KEITH DAVIDGE, as CFO of Peterson Machinery Co., an
Oregon corporation.

T J Hallacy
Notary Public

My Commission Expires:

SEPT 28, 2004

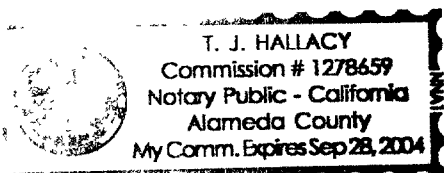


EXHIBIT A

KLAMATH FALLS LEGAL DESCRIPTION

A tract of land in Section 33, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, being a portion of Parcel 1 and 2 as described in and conveyed by Ewauna Box Company to Weyerhaeuser Timber Company by a deed dated November 30, 1948, and recorded in Volume 227 at page 47, Deed Records of Klamath County, Oregon. The said tract is more particularly described as follows; to wit:

Beginning at a point on the Southwesterly line of South Sixth Street, in the City of Klamath Falls, Oregon, which bears North 55 degrees 22' West, a distance of 1028.22 feet along said Southwesterly line from an iron pin which marks the intersection of the Southwesterly line of South Sixth Street and the Westerly line of the Central Pacific Railway Company, which point lies North 74 degrees 07' West, a distance of 186.73 feet and South 55 degrees 22' East, a distance of 390.32 feet from the intersection of the Easterly line of Broad Street and the Northeasterly line of South Sixth Street, and being the Northwesterly corner of said above mentioned Parcel 1; thence Southwesterly along the arc of a curve to the right having a radius of 487.68 feet; a distance of 60.71 feet to the true point of beginning; thence South 27 degrees 17' 50" East (State Highway deed bearing South 27 degrees 42' 20" East) a distance of 122.44 feet; thence South 3 degrees 52' 00" East (State Highway deed bearing South 4 degrees 16' 30" East) a distance of 252.00 feet; thence South 34 degrees 38' West, a distance of 565.19 feet more or less to a point on the Southerly boundary of above mentioned Parcel 2; thence Northwesterly along the arc of a curve to the right having a radius of 467.68 feet, a distance of 55.58 feet through an angle of 6 degrees 48' 33" (the long chord of this curve being 55.55 feet and bears North 15 degrees 09' 46" West); thence Northerly along the arc of a curve to the right, having a radius of 686.05 feet, a distance of 519.76 feet through an angle of 43 degrees 24' 30" (the long chord of this curve being 507.43 feet long and bears North 9 degrees 56' 45" East) to the Northwesterly corner of the above mentioned Parcel 2; thence continuing along the arc of said curve to the right having a radius of 686.05 feet, a distance of 33.93 feet through an angle of 2 degrees 50' (the long chord of this curve being 33.93 feet long and bears North 33 degrees 13' East); thence North 34 degrees 38' East a distance of 211.60 feet; thence along the arc of a curve to the left, having a radius of 487.68 feet, a distance of 77.22 feet through an angle of 8 degrees 56' 32" (the long chord of this curve being 76.32 feet long and bears North 30 degrees 08' 44" East) to true point of beginning, excepting any part taken for street.

ALSO, a tract of land in Section 33, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, being a portion of Parcel 1 and 2 as described in and conveyed by Ewauna Box Company to Weyerhaeuser Timber Company by a deed dated November 30, 1948, and recorded in Volume 227 at page 47, Deed Records of Klamath County, Oregon. The said tract is more particularly described as follows, to wit:

Beginning at a point on the Southwesterly line of South Sixth Street, in the City of Klamath Falls, Oregon, which bears North 55 degrees 22' West, a distance of 1028.22 feet along said Southwesterly line from an iron pin which marks the intersection of the Southwesterly line of South Sixth Street and the Westerly line of the Central Pacific Railroad Company, which point lies North 74 degrees 07' West, a distance of 186.73 feet and South 55 degrees 22' East,

a distance of 390.32 feet from the intersection of the Easterly line of Broad Street and the Northeasterly line of South Sixth Street, and being the Northwesterly corner of said above mentioned Parcel 1; thence Southwesterly along the arc of a curve to the right having a radius of 487.68 feet; a distance of 60.71 feet; thence South 27 degrees 17' 50" East (State Highway deed bearing South 27 degrees 42' 20" East) a distance of 122.44 feet; thence South 30 degrees 52' 00" East (State Highway deed bearing South 4 degrees 16' 30" East, a distance of 252.00 feet; thence South 34 degrees 38' West 15.00 feet to the true point of beginning; thence South 55 degrees 22' East (State Highway deed bearing South 55 degrees 46' 30" East) a distance of 150.00 feet; thence South 34 degrees 28' West a distance of 640.36 feet, more or less to a point on the Southerly boundary of the above mentioned Parcel 2; thence Northwesterly along the arc of a curve to the right whose radius is 467.68 feet, a distance of 168.68 feet (the long chord of this curve being 167.77 feet long and bears North 28 degrees 45' 02" West); thence North 34 degrees 38" East a distance of 565.19 feet, more or less, to point of beginning, excepting any part taken for street.

SCHEDULE 1 TO INDEMNITY AGREEMENT**(Klamath Falls)****1. Reports and documents affecting Klamath Falls Real Property:**

Report of Findings Level I Environmental Assessment dated December 20, 1992, prepared by Century West Engineering Corporation.

Phase I Environmental Site Assessment dated August 15, 1995, prepared by Clayton Environmental Consultants.

Underground Storage Tank Decommissioning Report dated July 1996 prepared by Century West Engineering Corporation

Soil Boring and Further Site Characterization Report dated October 1996 prepared by Century West Engineering Corporation.

Quarterly Monitoring Reports dated February 1997, June 1997, August 1997, December 1997, March 1998, June 1998, October 1998, January 1999, Spring 1999 and Summer 1999 prepared by Century West Engineering Corporation.

Additional Site Characterization & Quarterly Monitoring Report Winter Quarter 1998 dated May 1999 prepared by Century West Engineering Corporation

Phase I Environmental Site Assessment dated March 30, 1999, prepared by Century West Engineering Corporation.

Phase I Environmental Site Assessment Update on 1434 South Sixth Street, Klamath Falls, dated October 4, 2002, and prepared by Century West Engineering Corporation.

Letter dated October 21, 2002, to Suzanne Pearce at Papé from Greg Cordy at ECS/Wagner Environmental on friable asbestos-containing materials at Eugene, Redmond, Klamath Falls, and Medford sites.

Additional Site Investigation and Groundwater Monitoring Report Papé Bros., Inc., Klamath Falls, Oregon, July 26, 2001, Century West Engineering.

February 27, 2002 Wash Rack Soil Sample results (16 pages).

May 29, 1996 Letter from DEQ (2 pages).

2000 and 2002 DEQ Registration Verification Reports.

August 23, 2001 SPCC Plan, Klamath Falls.

Remedial Excavation and Groundwater Monitoring Report dated August 26, 2002, prepared by Century West Engineering.

Quarterly Groundwater Monitoring Reports dated December 16, 2002 and March 31, 2003, prepared by Century West Engineering.

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