CT2.11# - TIMBER SUBJECT TO AGREEMENT *(01/2003)*

In addition, there is within Sale Area an unestimated quantity of:

Species	Product
LP & Other Conif Species	**Grn Bio Cv**

that shall be Included Timber upon written agreement.

CT2.35# (OPTION 1) - INDIVIDUAL TREE DESIGNATION *(06/2008)*

All **trees marked with blue paint** which meet the minimum tree diameter stated on Page 1 are designated for cutting. Additional timber to be cut, if any, will be designated for cutting in accordance with BT2.37.

Leave trees, Marked with
NA, or identified by **NA**, are not to be cut, unless designated by the Forest Service.

CT4.211 - DOWNPAYMENT *(02/2008)*

The downpayment amount shown on Page 1 may not be applied toward any other payment required under the provisions of this contract, except damages determined pursuant to BT9.4, transferred to other timber sales, or refunded until (a) stumpage value representing 25 percent of the total bid value of the timber sale is shown on Timber Sale Account to have been cut, removed, and paid for, or (b) the estimated value remaining to be cut and removed, as shown on Timber Sale Account, is equal to or less than the amount of the downpayment, or (c) if 36 CFR 223.49(e) is applicable, the estimated value remaining to be cut and removed, as shown on Timber Sale Account, is equal to or less than the amount of the downpayment. For lump sum timber sales, the downpayment may be applied to payment for release of the single payment unit.

If Forest Service makes a determination that this contract should not have been included under increased downpayment requirements (36 CFR 223.49(e)), the downpayment shall be revised and applied in accordance with 36 CFR 223.49(f).

CT4.212 - TEMPORARY REDUCTION OF DOWNPAYMENT *(08/2009)*

Notwithstanding BT4.211 or CT4.211, upon the Purchaser's written request Forest Service may temporarily reduce the downpayment when Purchaser's scheduled operations are delayed or interrupted for 30 or more consecutive days, or the contract term is extended for 30 or more consecutive days for any of the following reasons:

(1) Forest Service requests or orders Purchaser to delay or interrupt scheduled operations for reasons other than breach;
(2) Purchaser interrupts or delays scheduled operations to work on a sale designated by the Forest Service as in urgent need of harvesting; or
(3) An adjustment of the contract term authorized upon a determination of substantial overriding public interest, or an urgent removal contract term extension under 36 CFR 223.53.

When Purchaser is not cutting or removing timber under contract during a qualifying period of delay, interruption, or extension listed above the downpayment may be reduced to $1000 or 2 percent of the downpayment amount stated in the contract, whichever is greater. The Purchaser must restore the downpayment to the full amount stated in the contract within 15 days from receipt of the bill for collection and written notice from the Contracting Officer that the basis for temporarily reducing the downpayment no longer exists. Purchaser shall not cut or remove timber on a contract where the downpayment has been temporarily reduced until the downpayment amount stated in the contract is fully restored.

CT4.4 - PAYMENTS NOT RECEIVED *(08/2012)*

(a) Payments are due and payable on the date of issue indicated on the bill for collection. When a payment for timber cut and other charges is not received at the location designated by Forest Service by the date specified in the bill for collection, Contracting Officer will suspend all or any part of Purchaser¿s Operations until payment or acceptable payment guarantee is received. Other charges include, but are not limited to:

(i) Slash disposal and road maintenance deposits;

(ii) Cooperative work at rates established by specific agreement under BT4.218;

(iii) Damages pursuant to BT9.4;

(iv) Road use fees;

(v) Restoration of downpayment pursuant to BT4.22;

(vi) Periodic payments pursuant to BT4.213;

(vii)Extension Deposits pursuant to BT4.217; and

(viii)Other mandatory deposits.

(b) Failure to pay amounts due by the date specified in the bill for collection shall be considered a breach under BT9.3. The 30-day notice period prescribed therein shall begin to run as of the end of business on the date specified for receipt of payments. If the performance or payment is guaranteed by surety bond, the surety will receive a copy of the written notification of breach. Demand will be made on the surety or other institution providing the guarantee or bond instrument for immediate payment 10 days after issuance of written notification of the breach.

(c) Pursuant to the Debt Collection Improvement Act of 1996, as amended, if payment is not received by Forest Service within 15 days after the date of issue indicated on the bill for collection:

(i) Simple interest shall be assessed at the Current Value of Funds Rate as established by the Secretary of the Treasury. Interest will begin to accrue as of the date of issue indicated on the initial bill for collection.

(ii) Debtors will be assessed administrative charges, in addition to the delinquent amount due. Administrative charges are those additional costs incurred by the Government in processing, handling, and collecting delinquent debts.

(iii) A penalty charge of six (6) percent per annum will be assessed on any portion of a debt delinquent more than 90 days. This penalty charge is in addition to interest and administrative charges under paragraphs (c)(i) and (c)(ii). The penalty charge shall accrue from the date of issue indicated on the bill for collection and shall be assessed on all outstanding amounts, including interest and administrative costs assessed under paragraphs (c)(i) and (c)(ii).

(iv) Payments will be credited on the date received by the Federal Depository or Collection Officer designated on the bill for collection.

(d) Forest Service remedies for Purchaser¿s failure to make payment for timber cut and other charges when due, except for accrual of interest, suspension of all or any part of Purchaser¿s Operations, and administrative offset, shall be stayed for so long as:

(i) A bona fide dispute exists as to Purchaser¿s obligation to make such payment and

(ii) Purchaser files and prosecutes a timely Claim.

CT5.1# (OPTION 1) - TEMPORARY ROAD AND LANDING CONSTRUCTION *(06/2008)*

In addition to the requirements of BT5.1 and BT6.63, Purchaser and Forest Service will agree to the design, construction, maintenance, closure, and obliteration of all Temporary Roads.

Construction of Temporary Roads in areas shown on Sale Area Map shall be in accordance with the attached plans or criteria.

Unless otherwise agreed, if Purchaser's Operations require more than **NA** cubic **yards** of rock for Temporary Roads, landings, or other temporary uses, such rock shall be obtained from commercial sources.

PLANS AND/OR CRITERIA PURSUANT TO CT5.1# (OPTION 1) - TEMPORARY ROAD AND LANDING CONSTRUCTION (06/2008)
All new landings used by the purchaser will be subsoiled to increase water infiltration and reduce surface water runoff to streams. Subsoiling will occur to a depth of 20 inches.

CT5.12# - USE OF ROADS BY PURCHASER *(01/2003)*

Purchaser's use of existing roads identified on Sale Area Map by the following codes is prohibited or subject to restrictive limitations, unless agreed otherwise:

Code	Use Limitations
X	Hauling prohibited
R	Hauling restricted
P	Use prohibited
A	Public use restriction
W	Regulation waiver

Roads coded A will be signed by the Forest Service to inform the public of use restrictions. Purchaser's use of roads coded R, A, or W shall be in accordance with the following restrictions:

See Restricted Road List Table.

TABLE PURSUANT TO CT5.12# - USE OF ROADS BY PURCHASER (01/03)

Restricted Road List

Road Number	Road/Bridge Name	Termini		Map Legend	Description of Restrictions
		From	To		
60 Rd	Windigo Pass	Hwy. 138 /60 rd	Jct. 60rd/999 rd	R	November 1st through April 30th for snowmobile route.

The roads authorized for use are subject to the following provisions:

1. The Road Rules in the current Umpqua National Forest Road Rules Document are applicable to all commercial road users. This document titled COMMERCIAL ROAD RULES (Umpqua National Forest) is available for inspection at the Umpqua National Forest Supervisor's Offices.

2. State laws governing traffic rules and equipment requirements on State and County highways.

3. Federal Regulations contained in 36 CFR 261.12: These regulations prohibit use of vehicles or equipment in excess of State legal highway loads or posted limits without valid Forest Service overload permits, damaging a road while using it, or blocking a road open to use by others, except as may otherwise be provided in the contract. Submit requests for any proposed overload permit at least 21 days in advance of planned use of overload.

4. Federal Regulations contained in 36 CFR 261.45 as applied to the area by an order issued under 36 CFR 261.50: These regulations authorize the Forest Service as a sovereign act, to issue additional restrictions and closures any time conditions warrant. Such closures will be in addition to those shown in the current Road Rules Document and will be posted on the road.

5. Snowplowing is not authorized unless designated in CT5.31# - Road Listing, or by separate permit.

6. All earth moving equipment (loaders, excavators, dump trucks, et cetera) moved to the job site shall be cleaned of weeds and their seeds prior to each entrance onto National Forest lands. Cleaning shall consist of the removal of all dirt, grease, debris, and materials that may harbor noxious weeds and their seeds. This may require the use of a pressure hose. Upon request by the Contracting Officer, equipment shall be made available for visual inspection by the Forest Service prior to entering Forest Service lands. Inspections will take place at mutually agreeable en-route locations in advance of entry onto National Forest lands.

7. All materials transported onto National Forest System Lands shall be free of invasive species. Use only gravel, fill, sand, and rock that is judged to be weed free by the District or Forest weed specialists. Written documentation of all materials determined to be free of invasive species, shall be submitted to the Contracting Officer before any materials are transported.

CT5.31# - ROAD MAINTENANCE REQUIREMENTS *(01/2003)*

Purchaser shall maintain roads in accordance with the following Contract Road Maintenance Requirements Summary:

See Contract Road Maintenance Requirements Summary Table.

TABLE PURSUANT TO CT5.31# - ROAD MAINTENANCE REQUIREMENTS (07/2001)

CONTRACT ROAD MAINTENANCE REQUIREMENTS SUMMARY

Road	Termini		Miles	Applicable PREHAUL Road Maintenance Specifications													
	From	To		T811F	T812F	T813F	T831F	T832F	T834F	T835F	T836	T838	T839	T842F	T851F	T854	T891
6000000Ag	End of AC	Jnct 6000960	3.88				D	D	D					D	D	D	
6000000AC	Hwy 138	Start of Agg	0.38				D	D	D					D	D	D	
6000960	6000000	NE Unit 195	0.10									P					
6000970	6000000	W Unit 140	0.11									P					
6000971	6000970	NE Unit 245	0.31									P					
6000972	6000971	Unit 210 Road Cross	0.57									P					
6000973	6000972	N Unit 210	0.08									P					

P = Purchaser Performance Item, D = Deposit to Forest Service, D3 = Deposit to Third Party

TABLE PURSUANT TO CT5.31# - ROAD MAINTENANCE REQUIREMENTS (07/2001)

CONTRACT ROAD MAINTENANCE REQUIREMENTS SUMMARY

Road	Termini		Miles	Applicable DURING HAUL Road Maintenance													
	From	To		T811F	T812F	T813F	T831F	T832F	T834F	T835F	T836	T838	T839	T842F	T851F	T854	T891
6000000Ag	End of AC	Jnct 6000960	3.88	P			D	D	D					D	D	D	
6000000AC	Hwy 138	Start of Agg	0.38				D	D	D					D	D	D	
6000960	6000000	NE Unit 195	0.10									P					
6000970	6000000	W Unit 140	0.11									P					
6000971	6000970	NE Unit 245	0.31									P					
6000972	6000971	Unit 210 Road Cross	0.57									P					
6000973	6000972	N Unit 210	0.08									P					

P = Purchaser Performance Item, D = Deposit to Forest Service, D3 = Deposit to Third Party

TABLE PURSUANT TO CT5.31# - ROAD MAINTENANCE REQUIREMENTS (07/2001)

CONTRACT ROAD MAINTENANCE REQUIREMENTS SUMMARY

Road	Termini		Miles	Applicable POST HAUL Road Maintenance													
	From	To		T811F	T812F	T813F	T831F	T832F	T834F	T835F	T836	T838	T839	T842F	T851F	T854	T891
6000000Ag	End of AC	Jnct 6000960	3.88	P			D	D	D					D	D	D	
6000000AC	Hwy 138	Start of Agg	0.38				D	D	D					D	D	D	
6000960	6000000	NE Unit 195	0.10									P					
6000970	6000000	W Unit 140	0.11									P					
6000971	6000970	NE Unit 245	0.31									P					
6000972	6000971	Unit 210 Road Cross	0.57									P					
6000973	6000972	N Unit 210	0.08									P					

P = Purchaser Performance Item, D = Deposit to Forest Service, D3 = Deposit to Third Party

ROAD MAINTENANCE REQUIREMENTS SPECIFICATION TABLE PURSUANT TO

CT5.31# - ROAD MAINTENANCE REQUIREMENTS (7/2001)

1	2	3			4	5	6			7	8	9	
		Travelway					Dust Abatement					Post Haul	
Road No. & Termini	Drawings	Width	X Slope	Comp	Brushing & Logout	Surfacing	Product	App. Rate	Width	Seasonal Maintenance	Snow Removal	Block	Treat
6000000 Ag	801 811	Al	Al	B									
6000000 AC	801												
6000960	801 838-1 838-2	Al	Al		Refer to Spec					W			PR
6000970	801 838-1 838-2	Al	Al		Refer to Spec					W			PR
6000971	801 838-1 838-2	Al	Al		Refer to Spec					W			PR
6000972	801 838-1 838-2	Al	Al		Refer to Spec					W			PR
6000973	801 838-1 838-2	Al	Al		Refer to Spec					W			PR

ROAD MAINTENANCE REQUIREMENTS SPECIFICATION CODES TABLE PURSUANT TO CT5.31# - ROAD MAINTENANCE REQUIREMENTS (7/2001)

Column No.	Heading	Entry	*Explanation*
	Any	Blank	Except as otherwise described, no entry indicates Purchaser is not authorized or required to perform the work item(s).
	Any	RC	This work requirement applies only when haul of sale related construction materials occurs.
2	Special Project Specification	Number	Entry indicates Special Project Specification which applies.
3	Travel	EX	Purchaser shall maintain the traveled way to the width existing upon entry, or
		Numbers	Purchaser shall maintain the traveled way to the standard width indicated by the entry, plus curve widening, in accordance with Section T-811. If required, the road template shall be shaped to this width and to the designated cross slope before haul and during recurring maintenance.
		IS, C, OS, F, or AI	Cross slopes are designated as: IS (Inslope), C (Crown), OS (Outslope), F (Flat), AI (As Is).
		A or B	If compaction is required.
4	Brush and Log Out	Numeric & R and or L	Purchaser shall remove brush for specified width on either or both the right (R) side or left (L) side of road.
		As Staked	Limits of brushing are as staked or marked in the field.
		OPT	Purchaser may use hand or mechanical means of brushing.
		H	Only hand brushing may be used.
5	Surfacing	Aggregate Grading	Purchaser shall place surfacing on roads listed according to the grading indicated.
6	Dust abatement	OPT	Product selection is Purchaser's choice from those listed in Section T-812.
		Product Abbr.	Unless otherwise agreed, Purchaser is restricted to product listed corresponding to the abbreviation shown in Section T-812; (i.e., LigS = Lignon Sulfonate) Application rates are estimated amounts.
		EX	Purchaser shall abate dust on the existing width
		Numbers	Purchaser shall abate dust to the width indicated by entry.
7	Seasonal Maintenance	W	Waterbars and/or crossditching shall be required prior to expected seasonal precipitation.
		B	Entrance barriers shall be installed by Purchaser prior to nonuse periods.
8	Snow Removal	TS	Snowplowing authorized for Purchaser's Operations without recreation access being provided per Section T-803 requirements.
		JU	Snowplowing authorized, but must provide for recreation joint use per Section T-803 requirements.
		Blank	Snowplowing is not authorized. Forest Service may authorize plowing by permit when not in conflict with other uses.
9	Post Haul	PR	PR denotes that work is Purchaser's Responsibility to perform.

MP	Drainage Maintenance Worklist for Road 6000-000		
	See CT5.31# - ROAD MAINTENANCE REQUIREMENTS		
MP	**Drainage Maintenance Worklist for Road 6000-960**		
0.00	Junction road 6000-000 and 6000-960.		
	This list supplements C5.31# - ROAD MAINTENANCE REQUIREMENTS. This is a preliminary list of drainage maintenance work identified on the ground at the time of contract preparation, additional work may be required to establish and maintain properly functioning drainage.		
	During periods of non use, and prior to seasonal periods of anticipated rains and runoff install one water bar between MP 0.00 and MP 0.10 as staked by Forest Service.		
0.10	End road maintenance work for this road.		
MP	**Drainage Maintenance Worklist for Road 6000-970**		
	This list supplements C5.31# - ROAD MAINTENANCE REQUIREMENTS. This is a preliminary list of drainage maintenance work identified on the ground at the time of contract preparation, additional work may be required to establish and maintain properly functioning drainage.		
0.00	Junction road 6000-000 and 6000-970.		
	During periods of non use, and prior to seasonal periods of anticipated rains and runoff install one water bar between MP 0.00 and MP 0.11 as staked by Forest Service.		
0.11	End road maintenance work for this road.		
MP	**Drainage Maintenance Worklist for Road 6000-971**		
	This list supplements C5.31# - ROAD MAINTENANCE REQUIREMENTS. This is a preliminary list of drainage maintenance work identified on the ground at the time of contract preparation, additional work may be required to establish and maintain properly functioning drainage.		
0.00	Junction road 6000-970 and 6000-971.		
	During periods of non use, and prior to seasonal periods of anticipated rains and runoff install three water bars between MP 0.00 and MP 0.31 as staked by Forest Service.		
0.31	End road maintenance work for this road.		
MP	**Drainage Maintenance Worklist for Road 6000-972**		
	This list supplements C5.31# - ROAD MAINTENANCE REQUIREMENTS. This is a preliminary list of drainage maintenance work identified on the ground at the time of contract preparation, additional work may be required to establish and maintain properly functioning drainage.		
0.00	Junction road 6000-971 and 6000-972.		
	During periods of non use, and prior to seasonal periods of anticipated rains and runoff install five water bars between MP 0.00 and MP 0.57 as staked by Forest Service.		
0.57	End road maintenance work for this road.		
MP	**Drainage Maintenance Worklist for Road 6000-973**		
	This list supplements C5.31# - ROAD MAINTENANCE REQUIREMENTS. This is a preliminary list of drainage maintenance work identified on the ground at the time of contract preparation, additional work may be required to establish and maintain properly functioning drainage.		
0.00	Junction road 6000-972 and 6000-973.		
	During periods of non use, and prior to seasonal periods of anticipated rains and runoff install one water bar between MP 0.00 and MP 0.08 as staked by Forest Service.		
0.08	End road maintenance work for this road.		
		JORDY TIMBER SALE	SHEET 1
			OF 1

CT5.32# - ROAD MAINTENANCE DEPOSIT SCHEDULE *(01/2004)*

Other provisions herein notwithstanding, when Forest Service requests payment in lieu of Purchaser's performance of road maintenance, Purchaser shall make Required Deposits (16 USC 537) for current and/or deferred road maintenance. Such deposits are based on the estimated volume and distance hauled and Purchaser's commensurate use of each road listed in the Road Maintenance Plan in CT5.31#.

Purchaser and Forest Service may agree in writing on adjustment of such rates. If Purchaser uses roads under jurisdiction of Forest Service other than those listed in the Road Maintenance Plan, Forest Service shall establish rates commensurate with Purchaser's use of such roads.

The Required Deposits for Forest Service work in lieu of Purchaser performance and for deferred maintenance is: $
$1.24 per **CCF** .

The following table lists who Purchaser will make deposits for road maintenance to, and the rate per unit of measure of the deposit. The "Road Maintenance Agreement" is available for inspection at the Forest Supervisor's Office.

Deposit Made To	Rate	Unit of Measure
N/A		

CT6.315# - SALE OPERATION SCHEDULE *(04/2003)*

Unless otherwise agreed to in writing between Purchaser and Forest Service, Purchaser's Operations shall be performed in accordance with the following schedule.

See attached schedule.

SCHEDULE PURSUANT TO CT6.315# - SALE OPERATION SCHEDULE *(04/2003)*

Payment Unit	Operating Conditions	Purpose
All	All Felling, Skidding and Yarding is restricted between April 1 and July 15. Protection measures for trees are required for continued logging operations during this period.	Protect Residual trees from bark slippage damage.
All	Logging activities between November 1 to April 30 that expose more than 1/2 acre of soil at any time require erosion control if there is any concentrated surface flow in excess of 1.0 cubic feet per second (cfs).	Protect water quality of affected streams.
All	Surface rock replacement may be done outside May 1 to October 31 as weather and road conditions permit.	Protect water quality of affected streams.

CT6.405 - ALTERNATE REMOVAL OF INCLUDED TIMBER *(05/2005)*

Purchaser and Forest Service may agree to alternate removal requirements of Included Timber contained on Page 1. Alternate removal requirements are to be set forth in an agreement signed by both Purchaser and Contracting Officer. The terms of the agreement binds both parties and becomes part of the timber sale contract.

The development and execution of the agreement is based upon the determination by the Contracting Officer that removal of Included Timber is economically impractical if Purchaser has no ready market for such logs in the tributary area. A tributary area is defined as the area in which the Purchaser and competitors regularly deliver saw logs, or 200 miles from the Sale Area, whichever distance is greater.

The agreement for alternate removal requirements shall be executed prior to removing any timber from the Payment Units included in the agreement. Alternate removal requirements shall apply only to whole units and not to portions of units. All material meeting alternate removal specifications shall be cut and removed to locations designed in the agreement.

Volumes of material with alternate removal requirements will be determined from the National Cruise report for the sale. Purchaser will be charged for the following:

a) stumpage value at current contract rates of the alternatively removed timber;
b) plus the cost of other work required by the Forest Service to dispose of alternatively removed material;
c) plus the difference between the appraised transportation cost of the Sawtimber and/or Nonsawtimber material involved and the appraised transportation cost of the alternative.
d) Minus any work required to be completed by the Purchaser associated with alternate removal requirements.

Charges will be debited to the Purchaser's timber sale account.

Upon acceptance of the alternate removal requirements, the Payment Unit will be removed from the Sale Area under BT6.36.

Title to material included in the alternate removal agreement shall remain with the Forest Service.

CT6.41# - SPECIFIC REQUIREMENTS *(04/2003)*

Notwithstanding BT6.41, BT6.411, BT6.5, and BT6.61, felling objectives shall be accomplished by the type of felling methods and equipment listed herein. Methods or equipment other than those specified may be approved. For Payment Units shown in the following table, Purchaser shall submit a cutting plan for Forest Service acceptance, prior to the start of felling operations.

See attached table.

TABLE PURSUANT TO CT6.41# - SPECIFIC REQUIREMENTS *(04/2003)*

FELLING METHODS	PAYMENT UNITS
Felling of all trees to protect residual trees, riparian vegetation, No Cut Areas and facilitate yarding.	All
Trees that cannot be reached with the feller/buncher or that are oversized will be felled conventionally using chainsaw and wedges to designated skid trails.	All
All trees shall be felled in a manner so that breakage is minimized and tops remain attached to the bole to facilitate transport of tops to the landing.	All
FELLING EQUIPMENT	**PAYMENT UNITS**
Mechanized felling equipment will not operate on slopes greater than 35 percent, unless otherwise agreed to in writing.	All
Purchaser and Forest Service shall agree to the skidtrail and feller/buncher trail locations prior to felling, unless otherwise agreed to in writing.	All
All felling equipment will be restricted to designated skid trails, or feller/buncher/harvester trails agreed to by Forest Service.	All
To protect residual trees and limit soil disturbance, feller/buncher only trails will not be more than 12 feet wide, nor less than 50 feet apart. Skid roads will not be less than 100 feet apart. Feller/buncher only trails will be utilized to fell trees back to skid trails for hauling.	All

CT6.42# - YARDING/SKIDDING REQUIREMENTS *(06/2010)*

Purchaser shall submit for Forest Service approval a Yarding/Skidding Plan prior to the start of felling operations. Requirements other than those specified in the following table may be approved. When appropriate, such approval shall include adjustments in Current Contract Rates and revision of the Sale Area Map. In no case shall the adjustments result in Current Contract Rates less than Base Rates.

Location of all skid roads and trails, tractor roads, skyline corridors, mechanized harvester trails, forwarder roads, and other log skidding facilities, shall be approved prior to their use or construction.

See attached table for requirements.

TABLE PURSUANT TO CT6.42# - YARDING/SKIDDING REQUIREMENTS *(06/2010)*

YARDING/SKIDDING REQUIREMENTS	PAYMENT UNITS
Stumps shall not be grubbed from skid trails, except portions requiring removal for safety, unless agreed to in writing by the Forest Service.	All
Contractor and Forest Service shall agree to the skid trail and other mechanized equipment trail locations prior to felling, unless otherwise agreed to in writing.	All
Skidder restricted to existing skid trails with a minimum spacing of 100 feet when possible. New skid trails will be constructed only when existing skid trails are not available.	All
Skid trails will be a maximum of 12 feet wide.	All
Leave Tops Attached(LTA)when yarding/skidding top log, ensuring that the top and all limbs remain attached.	All

CT6.6# - EROSION CONTROL AND SOIL TREATMENT BY PURCHASER *(04/2003)*

Erosion prevention and control work required by BT6.6, shall be completed within 15 calendar days after yarding/skidding operations related to each landing are substantially completed or after Forest Service designation on the ground of work where such designation is required hereunder. Said time limit shall be exclusive of full days lost in Purchaser's Operations due to causes beyond Purchaser's control. Such on the ground designation shall be done as promptly as feasible unless it is agreed that the location of such work can be established without marking on the ground. After September 15, and as long thereafter as operations continue, the work shall be done as promptly as practicable. Damage resulting from Purchaser's Operations due to failure to perform required work shall be repaired by Purchaser.

On slopes greater than **20** percent, erosion control measures will be done with methods other than mechanized equipment, unless otherwise agreed.

Where soil has been disturbed or displaced on Sale Area by Purchaser's Operations and where measures described in BT6.6 will not result in satisfactory erosion control or where subsoiling is shown on Sale Area Map, the following shall be performed. If applicable, timing of the work shall be coordinated with required scarification or subsoiling.

(a) Where staked or otherwise marked on the ground by Forest Service, seed, fertilizer, and mulch will be applied as indicated in the attached seeding, fertilizing, and mulching schedule. All applications shall be current and done during the period from **May 1 to June 1** to **September 15 to October 15** unless otherwise agreed to. Applications shall be done only during favorable conditions. If Purchaser and Forest Service agree, seed can be applied and covered within 10 days of ground disturbance, and may be done outside the required periods.

(b) Where shown on Sale Area Map, landings, Temporary Roads and/or skidtrails/roads shall be scarified to a depth of **20** inches to provide a seedbed for grass seed, fertilizer, and mulch. Seed, fertilizer, and mulch shall be spread evenly at the rates shown in the table. When the seed, fertilizer, and mulch are applied in separate operations, the second or third operations shall be within 10 days of the first or second.

(c) Where shown on Sale Area Map, landings, Temporary Roads, and skid trails/roads used by Purchaser shall be subsoiled to a minimum depth of 20 inches, except that Forest Service may agree to lesser depths. Each subsoiler shank shall be equipped with a shoe and wings which has a total width of at least 18 inches. The design of the shank and wings will be such that the treated, compacted soil is slightly lifted and well-fractured rather than plowed, mixed, or displaced. The distance between subsoiler shank passes shall not exceed 36 inches. Treated areas shall span the total width of compaction. Subsoiling shall be kept reasonably current and shall be done during Normal Operating Season unless otherwise agreed.

(d) When agreed to, Purchaser may use alternate methods of erosion control.

Seed shall meet current Forest Service requirements, with the additional requirement that no seed containing any noxious weed seed in excess of established state limitations as listed in the current "State Noxious Weed Requirements Recognized in the Administration of the Federal Seed Act" publication will be used (commonly referred to as the "all states" noxious weed seed list). Seed shall be furnished separately or in mixture in standard containers clearly marked with: (1) seed name; (2) lot number; (3) net weight; (4) percentages of purity and of germination (in case of legumes, percentage of germination to include hard seed); (5) percentage of weed seed content; and (6) certification that no noxious weed seeds in excess of established state standards are present. The contractor shall furnish the Government duplicate signed copies of a certificate, signed by a Registered Seed Technologist or Seed Analyst (certified through either the Association of Official Seed Analysis or the Society of Commercial Seed Technologists), certifying that each lot of seed has been tested in accordance with the Association of Official Seed Analysts Standards within 12 months prior to date of application. This certificate shall include (1) name and address of laboratory, (2) date of test, (3) lot number for each kind of seed, (4) name of seed, (5) percentage of

germination, (6) percentage of purity, (7) percentage of weed seed content, and (8) certification that no noxious weed seeds in excess of established state limitations are present in any kind of seed.

Legume seed shall be inoculated with approved cultures in accordance with the instructions of the manufacturer.

No seed may be applied without prior written approval by the government.

See attached application schedule.

APPLICATION SCHEDULE PURSUANT TO CT6.6# - EROSION CONTROL AND SOIL TREATMENT BY PURCHASER *(04/2003)*

	AREAS	SEED		FERTILIZER		MULCH	
PAYMENT UNIT OR UNIT NUMBER	A) SKID TRAILS B) FIRELINES C) TEMP. ROADS D) LANDINGS E) OTHER	APPLICATION		APPLICATION		APPLICATION	
		SPECIES 1/ MIXTURE	LBS/AC	TYPE 2/	LBS/AC	TYPE 3/	LBS/AC
All	A,B,D, and, E					Straw, Hay, Woodstraw, Slash	2,000 lbs

1/ For sales in Oregon, the seed shall meet the State certification specifications. Seed must be packaged in containers carrying official certification labels sewn in, glued to, or printed upon the container, with the following information:

1. Variety (if certified as to variety) and kind.
2. Quantity of seed (pounds or bushels).
3. Class of certified seed (blue tags for certified seed).
4. Inspection or lot number traceable to the certifying agency's records.

For sales in Washington, the seed shall be labeled as "Prohibited and Restricted Noxious Weed Free for the State of Washington." The purchaser shall furnish a copy of the seed analysis.

For state of California lands in Region 6, seed must be certified by the state of California, or by an independent agency or company that is approved by the state of California for "prohibited and restricted noxious weed free for the state of California."

For mixtures of seed, each ingredient in excess of 5 percent must be listed with its percentage by weight and its germination percentage.

Legumes must be innoculated with nitrogen fixing bacteria before planting. The label must show the expiration date of the innoculant.

All seed treated with a fungicide or pesticide must be labeled that it is "treated" giving the name of the chemical used, and an appropriate warning or a caution statement.

2/ Fertilizer shall be a standard commercial fertilizer with guaranteed analysis of contents clearly marked on containers.

3/ Mulch shall meet the appropriate State's certification specifications, with evidence of its certification traceable to the certifying agency's records.

CT6.7 - SLASH DISPOSAL *(06/2008)*

As used in the following Subsections, the term "slash" is vegetative debris including, but not limited to, cull logs, blasted or pushed-out stumps, chunks, broken tops, limbs, branches, rotten wood, damaged brush, damaged or destroyed reproduction, saplings or poles, resulting from Purchaser's Operations.

Any burning of slash or refuse by Purchaser is subject to CT7.201.

Forest Service may agree to substitute methods of slash disposal if such substitute methods will give equally satisfactory results.

Forest Service may waive specific slash treatment requirements. Purchaser's Timber Sale Account will be charged for any slash treatment requirements waived or for work taken over by Forest Service. The amount of such charges will be determined by Forest Service if Purchaser has not begun felling operations. If felling operations have begun, charges will be determined by mutual agreement.

Forest Service may enter into a written agreement with the Purchaser for the Purchaser to complete slash disposal work originally scheduled to be done by the Forest Service. The agreement will describe the work to be completed by the Purchaser, and the value of such work. Value of the work to be done will be based upon the slash disposal plan in which the cooperative deposits were calculated, and will include Forest Service overhead. Any deposits paid by the Purchaser for this work will be credited to the Purchaser¿s timber sale account. This work is in addition to that required by CT6.74#.

Forest Service may also enter into a written agreement with Purchaser for the Purchaser to remove slash from landings, subject to BT3.41. Brush disposal deposits paid by the Purchaser for the Forest Service to burn landing piles will be credited to the Purchaser's timber sale account in the amount shown in the brush disposal plan, less the amount needed by the Forest Service for final cleanup of the landings following removal of the landing slash piles by the Purchaser. The credit will be made following the final removal by the Purchaser of all Included Timber, and slash piles, from the Sale Area.

CT6.74# - SLASH TREATMENT REQUIREMENTS *(04/2003)*

Purchaser shall pile, burn, yard, construct firelines or otherwise treat slash defined in CT6.7 within designated areas. Work required of Purchaser shall be in accordance with the following slash plan and specifications, and the Sale Area Map.

Unless otherwise agreed, or shown in attached slash plan or specifications, when Included Timber is removed during Normal Operating Season, required slash work shall be completed within 30 days of removal of approximately three-quarters of the volume in the unit. When Included Timber is removed outside Normal Operating Season, required work will be completed within 30 days of the beginning of the next Normal Operating Season.

See following specifications.

SLASH PLAN CT6.74#

Detailed Slash Disposal Plans and Specifications are on attached pages and are numbered to correspond with the work item.

WORK ITEM	MAP SYMBOL	UNIT OF MEASURE	TOTAL UNITS IN SALE	COST PER UNIT (Includes Overhead)
I. PREPARATION OF SLASH				
A. Piling of Landing Slash*		Each	9	$ 50.00**
B. Other				
1. 5.0”- 6.9” Trees		Arces	74.6	$110.35

* Piling (All Types) Includes Covering Unless Otherwise Described

** Reflects Cost of Covering Piles Only (Materials + Labor). Piling of Landing Slash Included In Logging Cost

II. PREPARATION OF SLASH

A. Piling of Landing Slash

1. Areas of Slash Disposal

All landing or decking areas, other than specified elsewhere herein, shall be piled by hand or loader/grapple. Landing slash is considered to be the concentrated slash in the landing area caused by the yarding, limbing, and bucking of logs. Purchaser shall pile logging slash on all landings.

2. Slash to be Piled

a. Pile all slash as defined in C(T)6.7 - Slash Disposal.

b. Pile all slash greater than one (1) inch in diameter and three (3) feet in length. Unless otherwise agreed to in writing, piling shall be done within 30 days after yarding is completed.

3. Construction and Size of Landing Piles

Purchaser may hand pile or loader/grapple pile specified slash. Piles must be free of noncombustible material and as compact as possible. Piles shall not have a width greater than two times the height. Protruding pieces shall be trimmed to allow covering in a manner that permits the piles to shed water.

4. Location of Landing Piles

Outside edge of grapple/loader pile shall be at least twenty-five (25) feet from base of any trees or adjacent timber. Outside edge of hand piles shall be at least fifteen (15) feet from base of any trees or adjacent timber. Pile shall not be located on road surfaces and ditch lines or interfere with functioning of drainage structures, ditches, or stream channels. Piles shall be a minimum of ten (10) feet from paved road surfaces. Piles located within fifty (50) feet from live streams must be approved in writing by Forest Service.

5. Covering of Landing Piles

a. **Covering Material**: All piles shall be covered with black polyethylene plastic 0.004 inch thick or its equivalent as approved by Forest Service.

b. **Method of Covering**: Covering shall be placed on top of pile and tied down with combustible cord. The entire core of the pile will be covered. On all grapple and landing piles, platic size shall be 100 square feet. All protruding pieces shall be bucked off and placed on piles.

B. Other

1. 5.0”-6.9” material

All trees 5.0”- 6.9” DBH marked with blue paint will be removed from the unit to landing locations.

CT6.8 - MEASURING *(04/2003)*

The estimated quantity of timber in AT2 was determined in advance of advertisement. Any timber subsequently added or deleted under BT2.13, BT2.14, BT2.31, BT2.32, BT2.33, BT2.34, BT2.35, or BT2.37 will be measured by the Forest Service and formulated using Forest Service Handbook 2409.12, Timber Cruising Handbook Standards, unless otherwise agreed to in writing.

CT6.81 - ACCOUNTABILITY *(04/2003)*

The following requirements are applicable to product removal permits:

1. Forest Service will issue to Purchaser or designated representative(s) serially numbered Product Removal Permit Books for use only on this sale. Product Removal Permit Books, whether used or unused, shall be returned to issuing Forest Service Office in accordance with instructions contained on cover of each book.

2. All permits shall be completed and attached to load by an individual named in writing, other than the truck driver, in accordance with the instructions on the inside cover of the Product Removal Permit Book. Product Removal Permit will be attached prior to removal from the immediate vicinity where loading is done. The permit will remain attached until the load is decked at the delivery point.

3. Purchaser shall require truck drivers to stop when requested by Forest Service for purposes of monitoring accountability when products are in transit. Methods to be used to alert drivers of an impending stop shall be agreed to in advance of hauling products.

CT6.84 (OPTION 1) - USE OF PAINT BY PURCHASER *(05/2005)*

Notwithstanding BT6.81, use of paint by the Purchaser within the Sale Area in the color(s) used by the Forest Service in the preparation of the sale and administration of the contract will be by written approval of the Forest Service.

CT7.1 - PLANS *(04/2003)*

The plan shall state how Purchaser's representative or alternates will be contacted in a fire emergency, both during periods of operation and at other times such as evenings or weekends. Purchaser shall certify compliance with specific fire precautionary measures included as Subsections under CT7.2 - Specific Fire Precautions, before beginning operations during Fire Precautionary Period (closed season) and shall update such certification when operations change.

If helicopter yarding is required, the plan shall include a schedule of rates mutually agreed to for computing Purchaser costs incurred toward meeting Purchaser's obligations on Page 1, or for paying for helicopters controlled by Purchaser and used under Forest Service direction for suppressing Operations Fires or other fires on Sale Area, excluding Negligent Fires.

CT7.2 - SPECIFIC FIRE PRECAUTIONS *(04/2003)*

When the industrial fire precautions level is I or higher, unless waiver is granted under CT7.22, specific required fire precautionary measures are as follows:

A. Fire Security.

Purchaser will designate in writing a person or persons who shall perform fire security services listed below on Sale Area and vicinity. The designated person will be capable of operating Purchaser's communications and fire fighting equipment specified in the contract, excluding helicopters, and of directing the activities of Purchaser's personnel on Forest fires. Such person must report any fire detected to Forest Service within 15 minutes of detection. In lieu of having the designated person perform the required supervisory duties, Purchaser may provide another person meeting the qualifications stated above to direct the activities of Purchaser's personnel and equipment during all fire fighting activities.

Services described shall be for at least 1 hour from the time Purchaser's Operations are shut down. For the purposes of this provision, personnel servicing equipment, and their vehicles, who are not engaged in cutting or welding metal are excluded.

Fire security services shall consist of moving throughout the operation area or areas constantly looking, reporting, and taking suppression action on any fires detected. Where possible, the designated person shall observe inaccessible portions of helicopter operating areas from vantage points within or adjacent to Sale Area.

Purchaser shall furnish fire security services based on the predicted industrial precaution level, obtained by Purchaser from the appropriate Ranger District Headquarters. If predictions made after 6:00 p.m. local time, are significantly different than originally estimated, Forest Service will inform Purchaser when changes in fire security services are indicated.

B. Fire Extinguishers and Equipment (on Trucks, Tractors Power Saws, etc.).

(a) Each yarder or loader equipped with an internal combustion engine or other spark emitting source shall be equipped with a readily accessible fire extinguisher, with an Underwriter's Laboratory (UL) Rating of at least 5 B,C.

(b) All power-driven equipment operated by Purchaser on National Forest land, except portable fire pumps, shall be equipped with one fire extinguisher having a UL rating of at least 5 B,C and one "D" handled or long handled round point shovel, size O or larger. In addition, each motor patrol, truck and passenger-carrying vehicle shall be equipped with a double-bit axe or Pulaski, 3-1/2 pounds or larger.

(c) Equipment required in (a) and (b) shall be kept in a serviceable condition and shall be readily available.

(d) Each gasoline power saw operator shall be equipped with a pressurized chemical fire extinguisher of not less than 8-ounce capacity by weight, and one long handled round point shovel, size O or larger, except at a landing where a suitable fire extinguisher and shovel are immediately available. The extinguisher will be kept in possession of the saw operator at all times. The shovel shall be accessible to the operator within 1 minute.

(e) Each helicopter shall be equipped with one fire extinguisher having a UL rating of at least 5 B,C mounted inside the aircraft within reach of the pilot's operating position.

(f) One refill for each type or one extra extinguisher sufficient to replace each size extinguisher required on equipment shall be safely stored in the fire tool box or other agreed upon place on Sale Area that is protected and readily available.

(g) At each area where helicopters are being serviced or supplied, a carbon dioxide fire extinguisher with a UL rating of at least 20 B,C will be provided on the site and placed where it is available for immediate use.

C. Spark Arrestors and Mufflers.

Each internal combustion engine shall be equipped with a spark arrester qualified and rated under USDA Forest Service Standard 5100-la as shown in the National Wildfire Coordination Group Spark Arrester Guide, unless it is:

(a) Equipped with a turbine-driven exhaust supercharger such as the turbocharger. There shall be no exhaust bypass.

(b) A multi-position engine, such as on power saws which must meet the performance levels set forth in the Society of Automotive Engineers (SAE) "multi-positioned small engine exhaust fire ignition standard, SAE recommended practice J335B" as now or hereafter amended.

(c) A passenger carrying vehicle or light truck, or medium truck up to 40,000 GVW, used on roads and equipped with a factory designed muffler complete with baffles and an exhaust system in good working condition.

(d) A heavy duty truck, such as a dump or log truck, or other vehicle used for commercial hauling, used only on roads and equipped with a factory designed muffler and with a vertical stack exhaust system extending above the cab.

Exhaust equipment described in this Subsection, including spark arresters and mufflers, shall be properly installed and constantly maintained in serviceable condition.

D. Fire Tools.

Purchaser shall furnish serviceable fire fighting tools in a readily accessible fire tool box or compartment of sound construction with a hinged lid and hasp so arranged that the box can be secured or sealed. The box shall be red and marked "Fire Tools" in letters at least 1 inch high. It shall contain a minimum of:

(a) Two axes or Pulaskis with a 32 inch handle.

(b) Three adze eye hoes. One Pulaski may be substituted for one adze eye hoe.

(c) Three long handled, round point shovels, size 0 or larger.

E. Tank Truck.

Purchaser shall provide a tank truck or trailer, containing not less than 300 gallons of water, during yarding, skidding, loading, land clearing, right-of-way clearing, mechanical falling, and mechanical treatment of slash. Such tank truck or trailer shall be maintained in a serviceable condition and located within 10 minutes, round trip, from each operating side during Fire Precautionary Period (closed season), except as provided under BT7.21.

The tank truck or trailer shall be equipped with a pump capable of discharging 20 gallons of water per minute, using a 1/4 inch nozzle tip, through a 50 foot length of rubber or poly lined hose. In addition, 500 feet of serviceable hard rubber poly or rubber lined or FJRL hose of not less than 1 inch outside diameter, fitted with a nozzle capable of discharging a straight stream of 1/4 inch diameter and a spray pattern shall be immediately available for use. The tank, pump, nozzle and at least 250 feet, of the total 500 feet of hose, shall be connected and ready for use at all times. Synthetic hoses may be used by

agreement.

If a trailer is used, it shall be equipped with a hitch to facilitate prompt movement. A serviceable tow vehicle shall be immediately available for attachment to the trailer and must meet the time requirements stated above. Such truck or trailer shall be equipped to operate for a minimum of 8 hours.

Where designated on Sale Area Map, Purchaser shall provide a tank trailer or water source and pumping equipment, including accessories, which can be lifted and transported by the yarding system. The component parts shall meet all specifications above. The tank trailer or water supply and pumping accessories shall be deliverable to a fire, in area of operations, within 15 minutes of detection.

In lieu of the above tank trailer or water supply for helicopter operations, Purchaser may provide a suitable helicopter water bucket with a 300 gallon capacity. When Purchaser provides a water bucket, a water source shall be provided within 5 minutes round trip flight time from operating side.

F. Communications.

During Purchaser's Operations, excluding powersaw falling and bucking, Purchaser shall provide adequate two-way communication facilities to report a fire to Forest Service within 15 minutes of detection. Citizen band radios (CB's) are not considered adequate two-way communications because FCC Regulations prohibit commercial use.

G. Smoking and Open Fire Restrictions. Smoking and fires shall be permitted only at the option of Purchaser. Purchaser shall not permit open fires on Sale Area without advance permission in writing from Forest Service.

H. Blasting.

Blasting shall be permitted only for road construction purposes unless advance permission is obtained from Forest Service.

Whenever the Industrial Fire Precaution Level is II or greater, a fire security person equipped with a long handled round point No. 0 or larger shovel and a 5 gallon backpack pump can filled with water, will stay at location of blast for 1 hour after blasting is done. Blasting may be suspended by Forest Service, in areas of high rate of spread and resistance to control.

Fuses shall not be used for blasting. Explosive cords shall not be used without permission of Forest Service, which may specify conditions under which such explosives may be used and precautions to be taken.

I. Compliance with State Fire Laws.

Listing of specific fire precautionary measures in the foregoing Subsections is not intended to relieve Purchaser in any way from compliance with State fire laws covering fire prevention and suppression equipment, applicable to Purchaser's Operations.

J. Aircraft Communications.

Every aircraft used in conjunction with Purchaser's Operations shall be equipped with an operable radio system. The radio system shall be capable of transmitting and receiving on VHF frequency 122.85 Megahertz (MHz) with a minimum output of 5 watts at the transmitter. The system shall be located and installed so that the pilot can operate it while flying. A shielded all-weather broad-band antenna shall be part of the system. Radio and antenna shall be properly installed and maintained.

Upon discovery or notification of a fire on Sale Area, all aircraft pilots controlled by Purchaser shall monitor VHF frequency 122.85 MHz when within 5 miles of a fire and broadcast their intentions.

K. Logging Block Equipment.

Purchaser shall provide a serviceable 5 gallon backpack pump full of water, one axe, and one long handled round point shovel, size 0 or larger, at each haulback block through which a running line passes.

The area below such blocks must be kept clear of all flammable debris under 4 inches in diameter for a distance of 6 feet in all directions. Material larger than 4 inches that poses a fire risk, such as punky logs, must also be removed.

Purchaser shall avoid line-rub on rocks or woody material which may result in sparks or sufficient heat to cause ignition of fire.

CT7.201 - BURNING BY PURCHASER *(04/2003)*

Notwithstanding the Fire Precautionary Period limitation of BT7.2, the Purchaser is required to obtain written permission from the Forest Service prior to any burning on National Forest Lands.

CT7.22 - EMERGENCY FIRE PRECAUTIONS *(04/2003)*

Purchaser shall restrict operations in accordance with the Industrial Fire Precaution Levels attached. Forest Service may change the Industrial Fire Precaution Levels to other values upon revision of the National Fire Danger Rating System and may change the specific Industrial Fire Precaution Levels when such changes are necessary for the protection of the National Forest. When sent to Purchaser, the revised Industrial Fire Precaution Levels will supersede the attached levels.

INDUSTRIAL FIRE PRECAUTIONS SCHEDULE

LEVEL	INDUSTRIAL FIRE PRECAUTION
I.	Closed Season - Fire precaution requirements are in effect. A Fire Watch/Fire Security is required at this and all higher levels unless otherwise waived.
II.	Partial Hootowl - The following may operate only between the hours of 8 p.m. and 1 p.m. local time: power saws, except at loading sites; cable yarding; blasting; welding or cutting of metal.
III.	Partial shutdown - The following are prohibited: cable yarding - except that gravity operated logging systems employing non-motorized carriages may be operated between the hours of 8 p.m. and 1 p.m. local time when all blocks and moving lines are 10 feet or more above the ground, excluding the line between the carriage and the choker. power saws - except at loading sites and on tractor/skidder operations between the hours of 8 p.m. and 1 p.m. local time. In addition, the following are permitted between the hours of 8 p.m. and 1 p.m. local time: tractor, skidder, feller-buncher, forwarder, or shovel logging operations where tractors, skidders or other equipment with a blade capable of constructing fireline are immediately available to quickly reach and effectively attack a fire start; mechanized loading and hauling; blasting; welding or cutting of metal; any other spark-emitting operation not specifically mentioned.
IV.	General shutdown - All operations are prohibited.

The following definitions shall apply to these Industrial Fire Precaution Levels:

Cable yarding systems: A yarding system employing cables and winches in a fixed position.

Closed Season (Fire Precautionary Period): That time period each year when a fire hazard exists as described in AT14.

Hauling: Where hauling involves transit through more than one shutdown zone/regulated use area, the precaution level at the woods site shall govern the level of haul restrictions, unless prohibited by other than the Industrial Fire Precaution Level system.

Loading sites/woods site: A place where any product or material (including but not limited to logs, firewood, slash, soil, rock, poles, posts, etc.) is placed in or upon a truck or other vehicle.

Advance written waiver of the above precautions may be issued by the Contracting Officer or Forest Service Representative.

Such waiver, or substitute precautions under BT7.21, shall prescribe measures to be taken by Purchaser to reduce the risk of ignition, and/or the spread of fire. The Contracting Officer or Forest Service Representative shall consider site specific weather factors, fuel conditions, and specific operations that result in less risk of fire ignition and/or spread than contemplated when precaution level was predicted. Consideration shall also be given to measures that reduce the precaution levels above. Purchaser shall assure that all conditions of such waivers or substitute precautions are met.

Purchaser shall obtain the predicted Industrial Fire Precaution Level from the appropriate Ranger District headquarters. If predictions made after 6:00 p.m., local time, are significantly different than originally estimated, Forest Service will inform Purchaser when changes in restrictions or industrial precautions are indicated.

CT8.13 - DISCLAIMER OF EXPRESSED OR IMPLIED WARRANTY *(09/2004)*

Purchaser and Forest Service hereby agree, acknowledge, and accept that there is no expressed or implied warranty provided by the Forest Service that guarantees the Purchaser will be allowed to complete the removal of products sold under the terms of the contract. Upon execution of the contract, Purchaser hereby acknowledges the acceptance of the risk that this contract is subject to interruption or termination as a result of litigation associated with the environmental analysis process used by the Forest Service in the planning of this timber sale. If such interruption or termination occurs due to litigation, Purchaser agrees to accept as full compensation for such interruption remedies pursuant to BT8.33, or for termination remedies pursuant to BT8.34.

CT8.65# (Option 1) - USE OF TIMBER *(01/2004)*

(a) This contract is subject to the Forest Resources Conservation and Shortage Relief Act of 1990, as amended (16 USC 620, et seq.).

(b) Except for **none** determined pursuant to public hearing to be surplus, unprocessed Included Timber shall not be exported from the United States nor used in direct or indirect substitution for unprocessed timber exported from private lands by Purchaser or any person as defined in the Act (16 USC 620e).

(c) Timber in the following form will be considered unprocessed:

(i) Trees or portions of trees or other roundwood not processed to standards and specifications suitable for end product use;

(ii) Lumber, construction timbers, or cants intended for remanufacturing not meeting standards defined in the Act (16 USC 620e); and

(iii) Aspen or other pulpwood bolts exceeding 100 inches in length.

(d) Unless otherwise agreed in writing, unprocessed Included Timber shall be delivered to a domestic processing facility and shall not be mixed with logs intended for export.

(e) Prior to award, during the life of this contract, and for a period of 3 years from Termination Date, Purchaser shall furnish to Forest Service, upon request, records showing the volume and geographic origin of unprocessed timber from private lands exported or sold for export by Purchaser or affiliates.

(f) Prior to delivering unprocessed Included Timber to another party, Purchaser shall require each buyer, exchangee, or recipient to execute an acceptable agreement that will:

(i) Identify the Federal origin of the timber;

(ii) Specify domestic processing for the timber involved;

(iii) Require the execution of such agreements between the parties to any subsequent transactions involving the timber;

(iv) Require that all hammer brands and/or yellow paint must remain on logs until they are either legally exported or domestically processed, whichever is applicable; and

(v) Otherwise comply with the requirements of the Act (16 USC 620d).

(g) No later than 10 days following the execution of any such agreement between Purchaser and another party, Purchaser shall furnish to Forest Service a copy of each such agreement. Purchaser shall retain, for 3 years from Termination Date, the records of all sales, exchanges, or dispositions of all Included Timber.

(h) Upon request, all records dealing with origin and disposition of Included Timber shall be made available to Contracting Officer.

(i) For breach of this Subsection, Forest Service may terminate this contract and take such other action as may be provided by statute or regulation, including the imposition of penalties. When terminated by Forest Service under this Subsection, Forest Service will not be liable for any Claim submitted by Purchaser relating to the termination.