

Contract Name: Repete MP Stwd

KT-CT.1.1# - TIMBER SUBJECT TO AGREEMENT (09/2004)

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

Species	Product
Other Softwood	Grn Bio Cv

that shall be Included Timber upon written agreement.

KT-CT.3.5# - DESIGNATION OF TIMBER, CUTTING UNIT BOUNDARIES, AND SUBDIVISION/PAYMENT UNIT BOUNDARIES (06/2012)

Trees are designated for cutting under BT.3.5# only if designated as shown in the Timber Designation table below. The boundaries of Subdivisions/Payment Units and Cutting Units are designated as shown in the Boundary Designation table below. Trees used for boundary designation are not to be cut.

SPECIFICATIONS PURSUANT TO KT-CT.3.5# - DESIGNATION OF TIMBER, CUTTING UNIT BOUNDARIES, AND SUBDIVISION/PAYMENT UNIT BOUNDARIES

KT-ET.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 Contractor'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 ET.2.1.8;
- (iii) Damages pursuant to JT.4;
- (iv) Road use fees;
- (v) Restoration of downpayment pursuant to ET.2.2;
- (vi) Periodic payments pursuant to ET.2.1.3;
- (vii) Extension Deposits pursuant to ET.2.1.7; 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 JT.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 Contractor'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 Contractor's Operations, and administrative offset, shall be stayed for so long as:

- (i) A bona fide dispute exists as to Contractor's obligation to make such payment and
- (ii) Contractor files and prosecutes a timely Claim.

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KT-FT.1.3# - ROAD COMPLETION DATE (09/2004)

Construction of Specified Roads shall be completed no later than 06/30/2014 ; except for earlier construction completion dates for roads listed below:

Road Number	Road Name	Station From	To	Completion Date
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N/A

Completion date is binding on the party that constructs road, whether Contractor or Forest Service. Contracting Officer may modify the completion date in writing to conform to the Technical Proposal under GT.3.1.1 at the request of Contractor.

When Contractor elects Forest Service construction of Specified Roads shown in contract advertisement, Forest Service may adjust construction completion date when road construction is delayed or interrupted for causes that qualify for an adjustment of the completion date of Forest Service's road construction contract. When qualifying delays or interruptions of road construction occur, Forest Service shall evaluate such occurrences and document any findings. The current status of any adjustment shall be available to Contractor on request. Promptly after the end of Normal Operating Season in which qualifying days occur, Forest Service shall give Contractor written notice of (a) number of qualifying days claimed, and (b) new construction completion dates. After all road construction is complete, Forest Service shall grant Contract Term Adjustment. Such adjustment shall be limited to road completion date delays that occurred during Normal Operating Season.

If Forest Service is responsible for road construction and the actual date of road completion is 1 year or more after the completion date stated above, Contractor may request a rate redetermination under DT.3 for remaining volume. Such request must be made within 30 days of notification that road construction has been completed. Upon receipt of such request, Forest Service shall redetermine rates using standard methods in effect on the completion date of road construction. Rates to be established shall apply to all timber removed from Contract Area after the effective date of the rate redetermination.

Forest Service shall in no way be responsible for any delay or damage caused by road contractor in performing the road construction, except such delay as may be the fault or negligence of Forest Service.

When Contractor constructs Specified Roads and requests Contract Term Adjustment, completion dates shall be adjusted by number of days that qualify for such adjustment, provided such qualifying days occur before specified construction completion date. When Contractor desires to construct an alternate facility under FT.2.6, Forest Service and Contractor shall agree, in writing, on a construction completion date for alternate facility. Contract Term Adjustment as noted above will apply. Completion date shall be adjusted where a Design Change or physical changes necessitate a modification of Specified Road construction work that increases the scope or magnitude of the required work.

If Contractor fails to complete construction of any or all Specified Roads by applicable completion date, as adjusted, Contract Term Extension shall not be granted.

As used in this Subsection, construction of a road is completed when:

(a) Contractor constructs Specified Roads and Forest Service furnishes Contractor with written notice of acceptance under GT.3.6 or

(b) Forest Service constructs road and furnishes Contractor with written notice authorizing use of road.

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Notwithstanding FT.1, Contractor shall not use a road that Contractor has elected for Forest Service to construct, until construction is completed and Forest Service furnishes Contractor with written notice authorizing use of road.

KT-FT.2.0.8# - TEMPORARY FACILITY INSTALLATION AND REMOVAL (02/2005)

Unless agreed otherwise in writing, Contractor shall construct facilities as listed below and indicated on Contract Area Map prior to hauling Timber.

See Table A

Contractor shall before operations cease annually, and when Contractor's use of facility is completed, remove facility and restore the site to original condition.

KT-FT.2.2.1# - MATERIAL SOURCES (09/2004)

Sources of local materials are designated on Plans and Contract Area Map. Forest Service assumes responsibility for the quality and quantity of material in designated sources. Contractor shall determine the equipment and work required to produce the specified product, including the selection of acceptable material that is reasonably available in the source that meets specifications. The designation of source includes the rights of Contractor to use certain area(s) for plant site, stockpiles, and haul roads.

Should the designated source, due to causes beyond the control of Contractor, contain insufficient acceptable material, Forest Service will provide another source with adjustment in accordance with FT.2.5.3.

When Contractor elects not to use designated sources, Contractor shall furnish the specified product with no adjustment in unit rates. Quality testing shall be the responsibility of Contractor. Test results shall be furnished to Forest Service.

When Contractor elects not to use designated sources and Schedule of Items lists pit development separately, cost allowance will be reduced under FT.2.5.3 when Forest Service determines the work will not be required.

When materials are subject to a weight measurement, the specific gravity or weight/volume relationship used as a basis for determination of estimated quantities shall be:

Source I N/A, Source II N/A, and Source III N/A.

Contractor may, when agreed in writing, use on the project such suitable stone, gravel, and sand, or other material found in the excavation, and will earn a cost allowance for the excavation of such materials at the corresponding contract unit price and for the pay items for which the excavated material is used. Contractor shall replace, without additional cost allowance, sufficient suitable materials to complete the portion of the work, which was originally contemplated to be constructed with such material. Contractor shall not excavate or remove any material, except that which is within the excavation limits, without written authorization from Forest Service.

When material is appraised from non-National Forest designated sources, owner charges for the material in terms of unit cost for royalties, purchase of raw materials, or finished products shall be as follows until N/A:

See Material Source Table.

Should quantity vary from that estimated, payment to owners shall be for units actually obtained. Contractor shall make arrangements with owner(s) for measurement and payment for royalties, purchase of raw materials, or finished products, as shown above.

Materials produced or processed from National Forest lands in excess of the quantities required for performance of this contract are the property of Forest Service, unless prior written agreement has been obtained to use excess material on other National Forest contracts. Forest Service is not obligated to reimburse Contractor for the cost of their production.

Materials shall be stored to assure the preservation of their quality and fitness for the work. Stored materials shall be located to facilitate their prompt inspection. Sites on Forest Service administered land, approved by Forest Service, may be used for storage purposes and for the placing of Contractor's plant equipment. All storage sites provided by Forest Service shall be restored at Contractor's expense.

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Contractor shall be responsible for making arrangements for storage on other than Forest Service administered lands.

When the construction of the portion of the project for which Temporary Roads used for hauling materials is completed, all such Temporary Roads shall be restored as nearly as practicable to their original ground profile, unless otherwise agreed in writing.

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KT-FT.3.1# - ROAD MAINTENANCE REQUIREMENTS (09/2004)

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

See Contract Road Maintenance Requirements Summary Table.

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KT-FT.3.5# - ROAD AND WATER SUPPLY USE (05/2008)

National Forest water supply locations, access, method of filling trucks, period of water availability and procedures designed to maintain water quality at each location shall be agreed in advance of use. Such use shall at no time reduce water supplies to the level that further use may be detrimental to aquatic resources or other established use. Waterholes and other improvements relating to said water supplies shall be put into condition, prior to expected seasonal periods of precipitation or runoff, to avoid resource damage.

Damage to resources at such locations caused by Contractor's Operations, other than fire suppression activities, shall be repaired by Contractor in a timely and agreed manner to the extent practicable to restore and prevent further resource damage.

Unless otherwise agreed, Contractor's use of roads and other water supply requirements shall conform to the following table.

See Table A.

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KT-GT.3.1.4 - RELEASE OF PAYMENT UNITS (02/2005)

Except for Specified Road Payment Units, Forest Service shall not Release for Cutting more Payment Units than can be logged within 60 calendar days at Contractor's normal rate of logging. Unless otherwise agreed in writing, upon completion of all contract requirements in a Payment Unit, additional Payment Units may be Released for Cutting.

KT-GT.3.1.5# - PROJECT OPERATIONS SCHEDULE (12/2006)

Unless otherwise agreed in writing, Contractor's Operations shall be performed in accordance with the following schedule:

See Table A.

KT-GT.3.3.1 - LOG TRUCKING (02/2005)

To promote safe operations on National Forest roads and on Specified Roads, loads shall be safely secured before trucks move from the landing or loading location.

KT-GT.3.7 - SUBSTITUTE METHODS (02/2005)

Notwithstanding other provisions herein, for minor changes such as changes in logging systems for areas smaller than 5 acres, Contractor and Forest Service may agree in writing that use of substitute methods or equipment will achieve Forest Service objectives under this contract and may be used in lieu of those specified for Contractor's Operations.

KT-GT.4.1# - FELLING, BUCKING, AND LIMBING (08/2007)

Unless otherwise agreed in writing, Contractor's felling, bucking, and limbing operations shall be conducted as specified in the table below.

See Table A.

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KT-GT.4.2# - GROUND BASED SKIDDING (12/2006)

Unless otherwise agreed in writing, the method of skidding Included Timber shall be as shown on the Contract Area Map, by areas, with symbols defined in the following table:

See Table A.

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KT-GT.4.2.5 - CABLE AND SKYLINE YARDING (08/2007)

Unless otherwise agreed in writing, requirements for cable and skyline yarding equipment are shown on Contract Area Map, by areas, with the following symbols:

CS - Cable yarding specified.

CR - Be capable of yarding from roadway with additional landing excavation to accommodate the yarder held to a minimum consistent with safe yarding operations.

CW - Meet all of above requirements using a swing-boom type yarder.

SY - All yarding except lateral yarding, shall be accomplished by a skyline system, which supports products clear of the ground across Buffer Strips and in other areas yard with one product end suspended.

SL - Meet all of above requirements, have lateral yarding capability hold skyline carriage stationary until products are yarded to skyline corridor.

SR - Meet all of above requirements and be capable of yarding from roadway with additional landing excavation to accommodate the yarder held to a minimum consistent with safe yarding operations.

SW - Meet all of above requirements using a swing-boom type yarder.

For SL, SR, and SW areas, locations of all skyline corridors shall be by agreement and designated on the ground. Such agreement shall be prior to felling unless ground and timber conditions otherwise justify. Width of said skyline corridors shall be kept to a practicable minimum consistent with the related silvicultural prescription.

For all yarding methods, if rigging must be slung on undesignated live trees, these trees shall be protected from damage by special steel plates, nylon tail-hold slings or similar effective protective devices.

Swing Yarding. In areas designated with the following labels on the Contract Area Map, the following requirements are included, unless otherwise agreed in writing:

"Tractor Swing" - all Included Timber shall be tractor skidded from yarder landing to loading areas shown on Contract Area Map or other agreed locations.

"Skyline Swing" - all Included Timber shall be skyline yarded from tractor skidded area to a skyline yarding landing. Location of tractor and skyline landings shall be agreed upon prior to skidding and yarding operations.

KT-GT.4.2.8 - LANDINGS (02/2005)

Unless otherwise agreed in writing, on areas designated on Contract Area Map, landings shall be restricted to a size that will require use of a shovel or heel boom loader. Landing size shall be kept to a minimum consistent with safe yarding and loading operations.

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KT-GT.5 - STREAMCOURSE PROTECTION (12/2005)

Unless otherwise agreed in writing, wheel or track laying equipment shall not operate within "Buffer Strips" except as necessary for fire suppression activities. "Buffer Strips" are areas marked on the ground or are within the distances identified on the Contract Area Map measured from the apparent high water mark of streamcourses. Boundaries of Buffer Strips may be modified by agreement in writing to meet unforeseen operating conditions.

Culverts, bridges, or other suitable structures shall be required on skid roads and trails only at points where it is necessary to protect Stream courses. The type of crossing structures, method of installation and removal shall be determined by agreement. Contractor in accordance with KT-GT.6# - Erosion Prevention and Control, shall remove such structures and associated fills.

Damage to Stream course or Buffer Strips caused by unauthorized Contractor's Operations shall be repaired by Contractor in a timely and agreed manner to the extent practical as determined by Forest Service to restore and prevent further damage to Stream courses.

KT-GT.6# - EROSION PREVENTION AND CONTROL (05/2008)

Erosion prevention and control work, including Streamcourse protection, required by KT-GT.5 and GT.6 shall be completed within 15 calendar days after 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 Contractor's Operations due to causes beyond Contractor'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 Contractor's Operations due to failure to perform required work shall be repaired by Contractor.

Notwithstanding other provisions in this contract and unless otherwise agreed in writing, any hay, straw, or mulch used in this contract shall be State of California certified weed free.

Additional erosion control requirements of this contract are listed in the following table.

See Table A.

KT-GT.7# - SLASH TREATMENT (12/2006)

Contractor shall pile, scatter, yard, construct firelines or otherwise treat slash defined in specifications below, within designated areas. Work required of Contractor shall be in accordance with the following slash plan and specifications, and the Contract Area Map.

All vegetative debris associated with construction of Specified Roads such as unutilized timber, brush and grubbed stumps is Construction Slash. Measures to be taken by Contractor for treatment of Construction Slash are set forth in the attached road construction specifications and in the attached slash treatment specifications.

Vegetative debris larger than 1 inch in diameter outside bark and 3 feet long resulting from Contractor's Operations, other than Construction Slash, is Logging Slash. Measures to be taken by Contractor for treatment of Logging Slash are set forth below unless otherwise agreed in writing.

Forest Service and Contractor shall jointly develop a schedule for completion of slash treatment on the various portions of Project Area prior to Contractor's Operations.

Removing may be substituted for treatment of any other specified method.

By agreement in writing, certain slash may be left for fuelwood. When the specified treatment is by a combination of methods, Logging Slash not treated by one of the methods shall be treated by the other(s).

See the slash treatment specification table below.

See Table A.

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KT-GT.8-1# - MEASURING - OPT 1 (02/2005)

Timber quantity estimates in AT.2 were made as described in the Forest Service Handbook FSH 2409.12, Timber Cruising Handbook, available for inspection in the offices of the Forest Supervisor and District Ranger. When trees are marked after date of project advertisement, or when volume is added pursuant to CT.1.3, CT.1.3.1, CT.1.3.2, CT.1.3.3, CT.1.3.4, CT.1.4, CT.3.7, CT.4, or other authorization hereunder, each tree shall be measured using procedures in FSH 2409.12.

Tables used for volume determinations are listed in the following List of Volume Tables.

See Table A.

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KT-GT.8.3 - ACCOUNTABILITY (02/2005)

Forest Service and Contractor shall agree upon the haul route(s) prior to use. All products removed from Contract Area shall be transported over the designated route of haul.

Contractor shall:

(a) Require truck drivers to sign form R5-2400-242, product removal permit, assure permit is attached to the load prior to removal from the Contract Area and while in transit to load destination.

(b) Assign a competent individual at the landing to record the following information for each load on the product removal permit provided by Forest Service:

1. Date and time load is punched out with a paper punch or equivalent
2. Truck ID or license number
3. Load destination

Used books of product removal permits (stub portion) shall be returned to the Forest Service at least weekly, unless otherwise agreed.

(c) Require truck drivers to stop for transportation inspections, if requested by Forest Service, when products are in transit from Contract Area to Contractor's processing facility(s).

(d) Inform truck drivers of the designated route(s) of haul, the agreed upon location(s) for transportation inspections, the method of alerting drivers of an impending stop, and the fact that loads may be inspected at other locations where it is safe and possible to do so.

(e) Require truck drivers to assure the product removal permit is secured to each load of product (including chip vans, dump trucks or other container used for removing material) on the front lower corner of the drivers side of the load. Staple product removal permits to a log or attached piece of wood or other suitable material. Product removal permit shall remain attached to log until manufactured into products or if chips, until load has been unloaded. After logs are processed or load of chips unloaded the product removal permit shall be either destroyed or otherwise rendered unusable, unless otherwise agreed.

KT-GT.9# - STEWARDSHIP PROJECTS (09/2004)

Performance of stewardship projects shall be in accordance with the following specifications.

Stewardship Projects

KT-HT.2# - SPECIFIED FIRE PRECAUTIONS (06/2012)

Contractor or a designated Contractor's Representative shall certify compliance with specific Contract and California Public Resources Code (CPRC) fire precautionary measures in HT.1 Plans, KT-HT.2# and KT-HT.2.2#.

Certification shall be provided prior to starting operations during Fire Precautionary Period and shall be updated as needed.

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

Upon request of Forest Service, Purchaser shall permit and assist in periodic testing and inspection of required fire equipment.

The following definitions shall apply to HT.2# and KT-HT.2.2#:

Active Landing: A location Contractor is skidding logs into, or performing other operations such as delimiting, log manufacturing, and chipping logs. Except for EV and E days, loading logs or stockpiled chips only on a cleared landing does not constitute an Active Landing.

Hot Saw: A harvesting system that employs a high-speed (>1100 rpm) rotating felling head (i.e., full rotation lateral tilt head).

Mechanical Operations: The process of felling, skidding, chipping, shredding, piling, log processing and/or yarding which requires the use of motorized power which includes, chainsaws, chippers, motorized carriages, masticators, stroke delimiters, skidders etc.

Specific equipment requirements and fire precautionary measures are shown in the following table and in KT-HT.2.2#:

Table A

KT-HT.2.2# - EMERGENCY PRECAUTIONS (06/2012)

Contractor's Operations shall conform to the limitations or requirements in the Project Activity Level (PAL) table below. Unless otherwise agreed in writing, Project Activity Levels applicable to this project shall be the predicted levels for the Fire Danger Rating Area(s), or fire weather station(s) stated in the Contract Area Map legend.

Forest Service, in its sole discretion, may change the predicted activity level if the current fire suppression situation, weather and vegetation conditions warrant an adjustment. If practicable, Forest Service will determine the following day's activity level by 6:00 PM. Contractor shall obtain the predicted Project Activity Level from the appropriate Ranger District Office before starting work each day. Forest Service may change the Project Activity Level Table to other values upon revision of the National Fire Danger Rating System. When Contractor is notified, the revised Project Activity Levels will supersede the levels in the Project Activity Level Table below.

PROJECT ACTIVITY LEVEL (PAL) - KT-HT.2.2# - EMERGENCY PRECAUTIONS

KT-IT.2.1.1.2 - MARKET-RELATED CONTRACT TERM ADDITION (11/2008)

The term of this contract may be adjusted when a drastic reduction in wood product prices has occurred in accordance with 36 CFR 223.52. The Producer Price Index used to determine when a drastic reduction in price has occurred is stated in AT.17. Contractor will be notified whenever the Chief determines that a drastic reduction in wood product prices has occurred. If the drastic reduction criteria specified in 36 CFR 223.52 are met for 2 consecutive calendar quarters, after contract award date, Contracting Officer will add 1 year to the contract term, upon Contractor's written request. For each additional consecutive quarter such a drastic reduction occurs, Contracting Officer will, upon written request, add an additional 3 months to the term during Normal Operating Season, except that no single 3-month addition shall extend the term of the contract by more than one year. Contracting Officer must receive Contractor's written request for a market-related contract term addition before the expiration of this contract.

No more than 3 years shall be added to a contract's term by market-related contract term addition unless the following conditions are met:

(i) The contract was awarded after December 31, 2006; and

(ii) A drastic reduction in wood product prices occurred in at least ten of twelve consecutive quarters during the contract term, but not including the quarter in which the contract was awarded.

For each qualifying quarter meeting the criteria in paragraphs (i) and (ii) of this provision, the Forest Service will, upon the Contractor's written request, add an additional 3 months during the normal operating season to the contract, except no single 3-month addition shall extend the term of a contract by more than 1 year.

In no event shall a revised contract term exceed 10 years as a result of market-related contract term addition.

Additional contract time may not be granted for those portions of the contract that have a required completion date or for those portions of the contract where Contracting Officer determines that the timber is in need of urgent removal or that timber deterioration or resource damage may result from delay.

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KT-IT.6.8#(Option 1) - USE OF TIMBER (09/2004)

(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 Contractor 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, Contractor 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 Contractor or affiliates.

(f) Prior to delivering unprocessed Included Timber to another party, Contractor 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 Contractor and another party, Contractor shall furnish to Forest Service a copy of each such agreement. Contractor 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 Contractor relating to the termination.