



TIMBER NOTICE OF SALE

SALE NAME: Q KINGS SORTS

AGREEMENT NO: 30-100767 - 30-100775

AUCTION: July 28, 2020 starting at 10:00 a.m.
Northeast Region Office, Colville, WA

COUNTY: Stevens

SALE LOCATION: Sale located approximately 15 miles north of Deer Park, WA.

**PRODUCTS SOLD
AND SALE AREA:**

All timber except for leave trees banded with purple paint and leave trees bounded by yellow leave tree area tags in Unit 1, 3, 4, 5 and 6 bounded by white timber sale boundary tags meeting the specifications described below; on parts of Section 16 in Township 30 North, Range 42 East, Section 30 in Township 30 North, Range 40 East, Sections 26, and 36 all in Township 30 North, Range 39 East W.M., containing 602 acres, more or less.

MINIMUM BID AND ESTIMATED LOG VOLUMES:

| Agreement # | Sort # | Species and Sort Specifications | Average Log Length | Estimated Volume | | Tons Per MBF | Minimum Bid Delivered Prices | | Total Appraised Value | Bid Deposit |
|-------------|--------|--|--------------------|------------------|------|--------------|------------------------------|----------|-----------------------|-------------|
| | | | | Mbf | Tons | | \$/mbf | \$/Ton | | |
| 100767 | 01 | DF/WL 7-10" dib | N/A | 705 | 4230 | 6 | | \$67.00 | \$283,410.00 | \$28,341.00 |
| 100768 | 02 | DF/WL 11"+ dib | N/A | 746 | 3730 | 5 | | \$80.00 | \$298,400.00 | \$29,840.00 |
| 100769 | 03 | GF/LP/ES/WP/WH/SAF and non-chuckable DF/WL 7-10" dib | N/A | 148 | 917 | 6.2 | | \$58.00 | \$53,186.00 | \$5,318.60 |
| 100770 | 04 | GF/LP/ES/WP/WH/SAF and non-chuckable DF/WL 11"+ dib | N/A | 178 | 943 | 5.3 | | \$62.00 | \$58,466.00 | \$5,846.60 |
| 100771 | 05 | PP 6-10" dib | N/A | 415 | 3112 | 7.5 | | \$41.00 | \$127,592.00 | \$12,759.20 |
| 100772 | 06 | PP 11"+ dib | N/A | 511 | 2810 | 5.5 | | \$62.00 | \$174,220.00 | \$17,422.00 |
| 100773 | 07 | WRC 5"+ dib | N/A | 84 | 370 | 4.4 | | \$180.00 | \$66,600.00 | \$6,660.00 |
| 100774 | 08 | DF/WL/GF/LP/ES/WP/WH/SAF 5-6" dib | N/A | 527 | 3373 | 6.4 | | \$50.00 | \$168,650.00 | \$16,865.00 |
| 100775 | 09 | All species except WRC 2"+ dib utility | N/A | 79 | 711 | 9 | | \$25.00 | \$17,775.00 | \$1,777.50 |

Totals: **3393 20196** **\$1,248,299.00**

CERTIFICATION: This sale is certified under the Sustainable Forestry Initiative® program Standard (cert no: PwC-SFIFM-513)

BID METHOD: Sealed Bids **UNIT OF MEASURE:** Tonnage Scale

EXPIRATION DATE: March 31, 2021 **ALLOCATION:** Export Restricted

PAYMENT SECURITY: To be determined by the State as described in Clause P-045.2 of the Purchaser's Contract.

BIDDING PROCEDURES: A separate sealed bid and envelope must be submitted for each log sort. Prospective Purchasers may bid on any or all log sorts. On the day of sale the Purchaser must bring their bid deposit up to 10% of their total bid price. Complete bidding procedures and auction information may be obtained from the Northeast Region Office in Colville WA. Phone number (509)684-7474.



TIMBER NOTICE OF SALE

TIMBER EXCISE

TAX:

Purchaser must pay the forest excise taxes associated with the log sorts delivered to them. The tax rate for this sale is 4.2 %. Taxable Stumpage = Total Delivered Value – (Harvest Cost + Estimated Haul Cost + ARRF). For more information contact the Department of Revenue, Forest Tax Section at 1-800-548-8829.

Use the following rates for estimating taxable stumpage:

Harvest Cost = \$0.00 per Ton for sorts 01, 02, 03, 04, 05, 06, 07 and 08 and \$13.00 per Ton for sort 09.

Hauling Services Payment Rate per Ton
= (Base Rate + Mileage Rate) x (Contractor's hauling bid factor)

Base Rate = \$2.35 per ton

Mileage Rate = $((\$0.16 \times C \text{ miles}) + (\$0.11 \times A \text{ miles})) \times \text{Fuel Index Factor}$

ARRF = \$0.00 per MBF for sort 09 and \$26.00 per MBF for sorts 01, 02, 03, 04, 05, 06, 07 and 08.

Note: To calculate ARRF rates per ton use the tons\mbf conversion factor in the table above.

Long-haul surcharge: An additional haul payment of \$25/mbf net scale for mbf scale sorts or \$4.60/ton for tonnage sorts will be added for delivery destinations in excess of 250 total one-way miles (A miles plus C miles).

CONFIRMATION:

Each sort is subject to confirmation following auction. Sorts will not be confirmed until at least 10 days after auction. Final contract award is contingent upon the State's haul cost analysis. Actual haul route may vary and is subject to change at the State's discretion.

SPECIAL REMARKS:

The successful Purchaser(s) will be required to purchase logs from the sale area upon delivery to their location specified in the bid submitted. Logs will be delivered to the Purchaser's delivery location by the State's contract harvester. Purchaser is responsible for weighing and scaling costs. All tonnage loads will be weighed and all mbf loads will be scaled at State approved locations. The State reserves the right to determine where logs are authorized to be scaled and weighed.

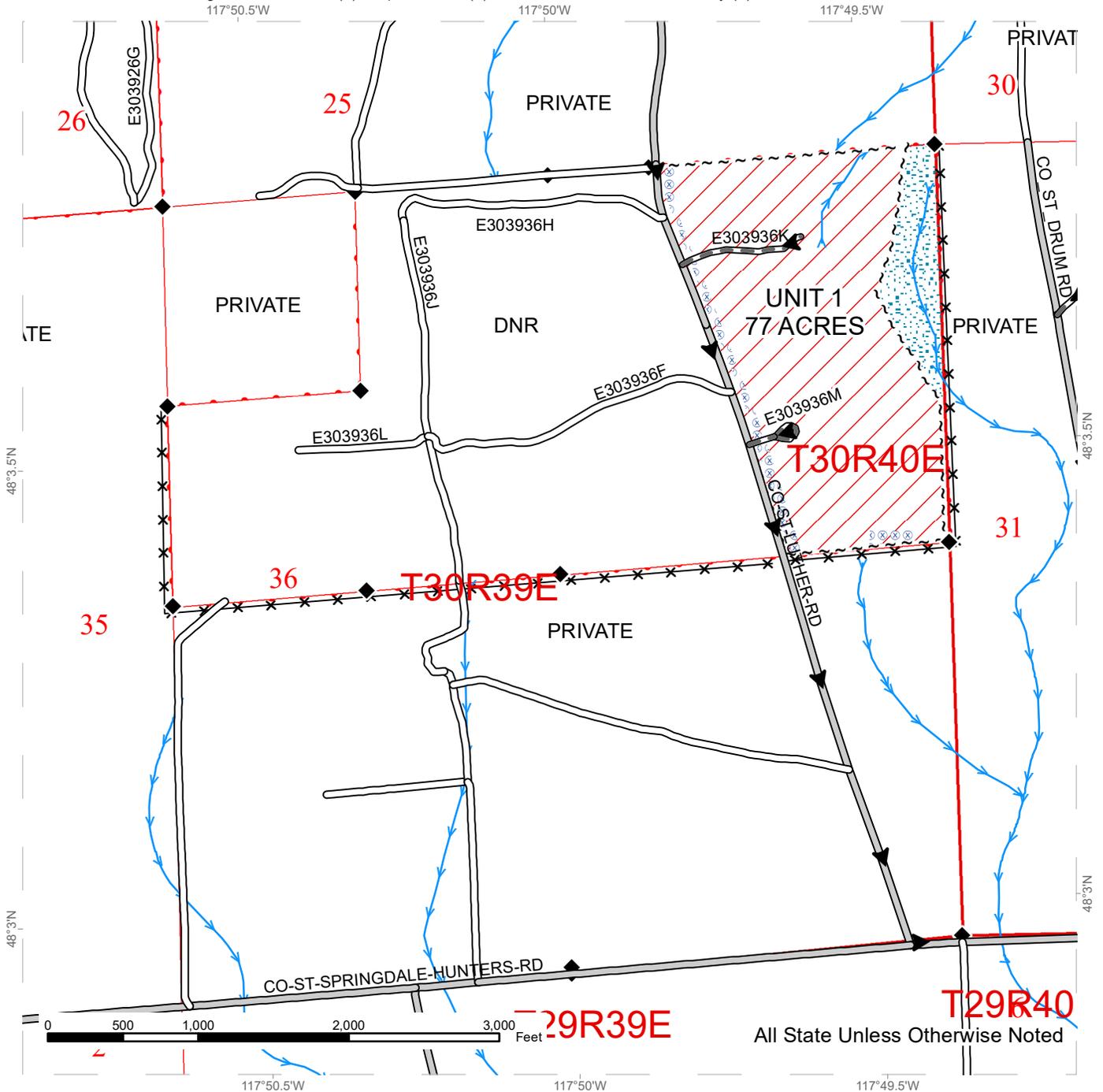
Locked gates restrict access to Unit 6. Contact Northeast Region at ((509) 684-7474) for access. There is no Unit 2 in the sale.

For more information regarding this log sort sale visit our web site: <http://www.dnr.wa.gov/programs-and-services/product-sales-and-leasing/timber-sales/timber-auction-packets>. If you have questions call Adam McClelland at the Northeast Region Office at (509)680-8517 or Steve Teitzel at the Product Sales and Leasing Division Office in Olympia at (360)902-1741.

TIMBER SALE MAP

SALE NAME: Q KINGS
AGREEMENT #: 30-098253
TOWNSHIP(S): T30R39E, T30R40E, T30R42E
TRUST(S): Agricultural School (4), Capitol Grant (7), Common School and Indemnity (3)

REGION: Northeast Region
COUNTY(S): Stevens
ELEVATION RGE: 2160-3920



All State Unless Otherwise Noted

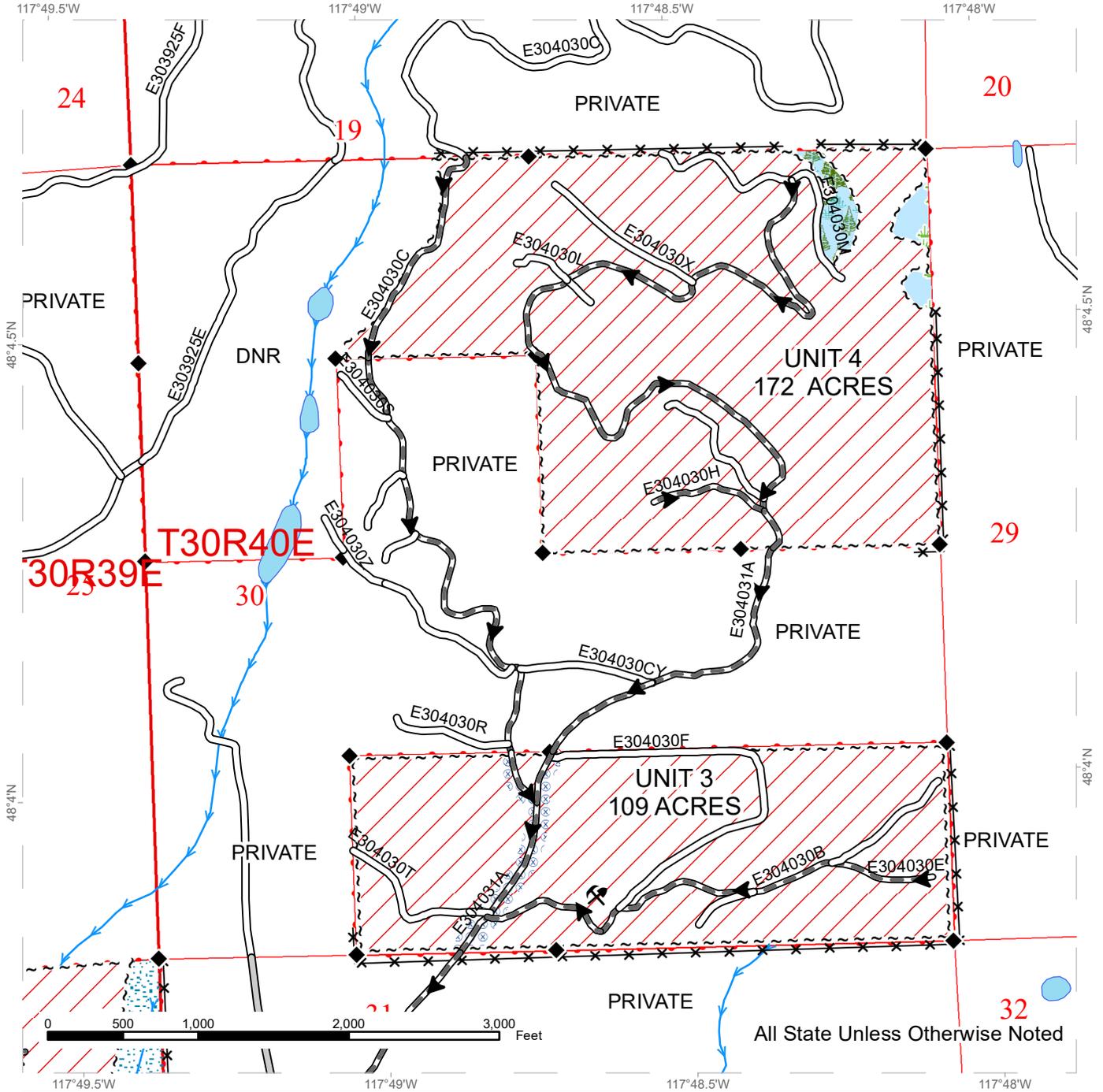
| | | |
|-----------------------------|-------------------------------|-----------------------|
| Public Land Survey Sections | County Road | Riparian Mgt Zone |
| Variable Retention Harvest | Existing Roads | Hazard Abatement Area |
| Sale Boundary Tags | Required Pre-Haul Maintenance | Streams |
| | Haul_Route | Survey Monument |
| | | Fence |



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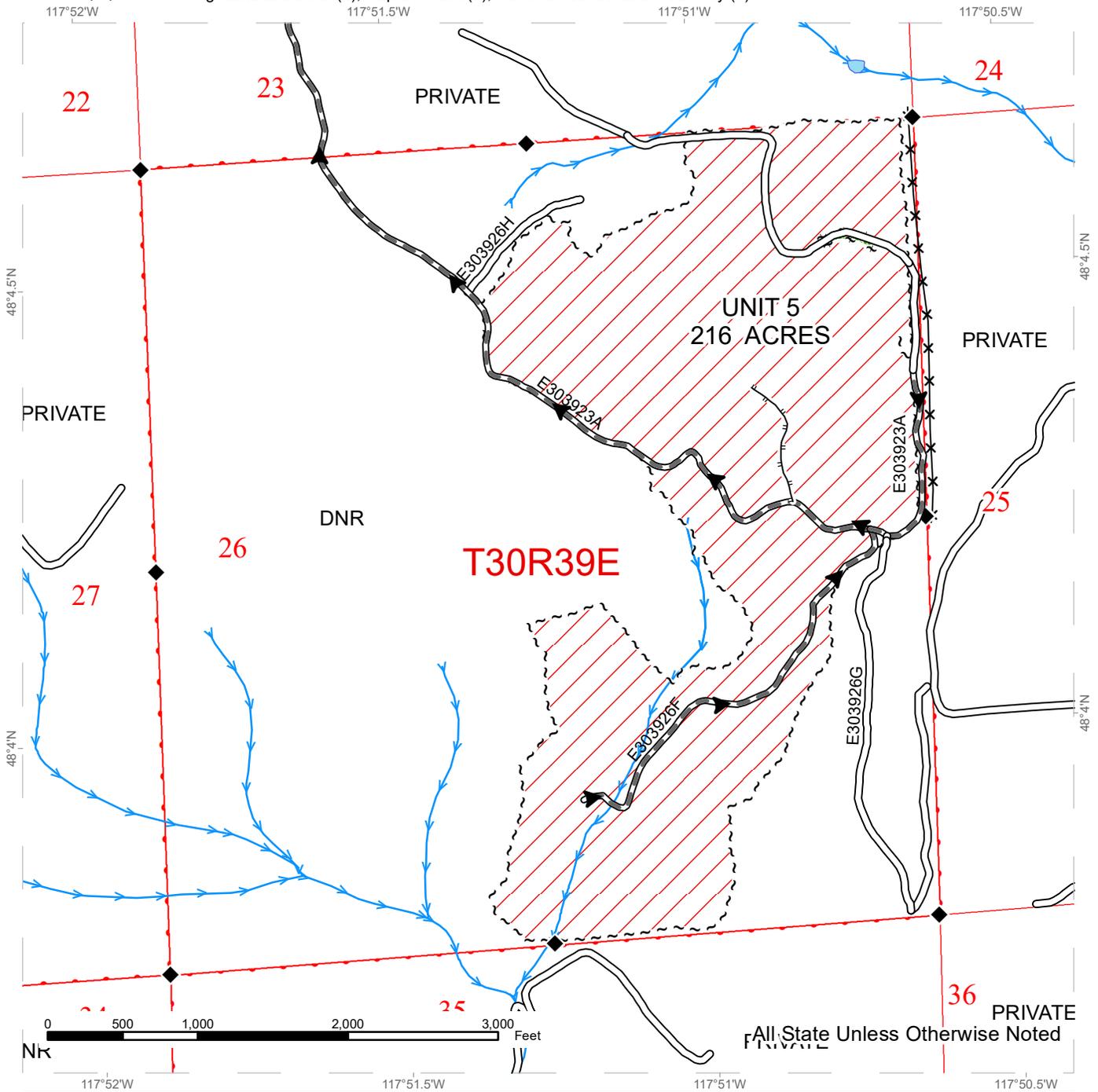
| | | |
|-----------------------------|-------------------------------|-------------------------|
| Public Land Survey Sections | County Road | Riparian Mgt Zone |
| Variable Retention Harvest | Existing Roads | Wetlands - Non-forested |
| Sale Boundary Tags | Required Pre-Haul Maintenance | Forested Wetland |
| | Haul_Route | Hazard Abatement Area |
| | | Streams |
| | | Survey Monument |
| | | Fence |



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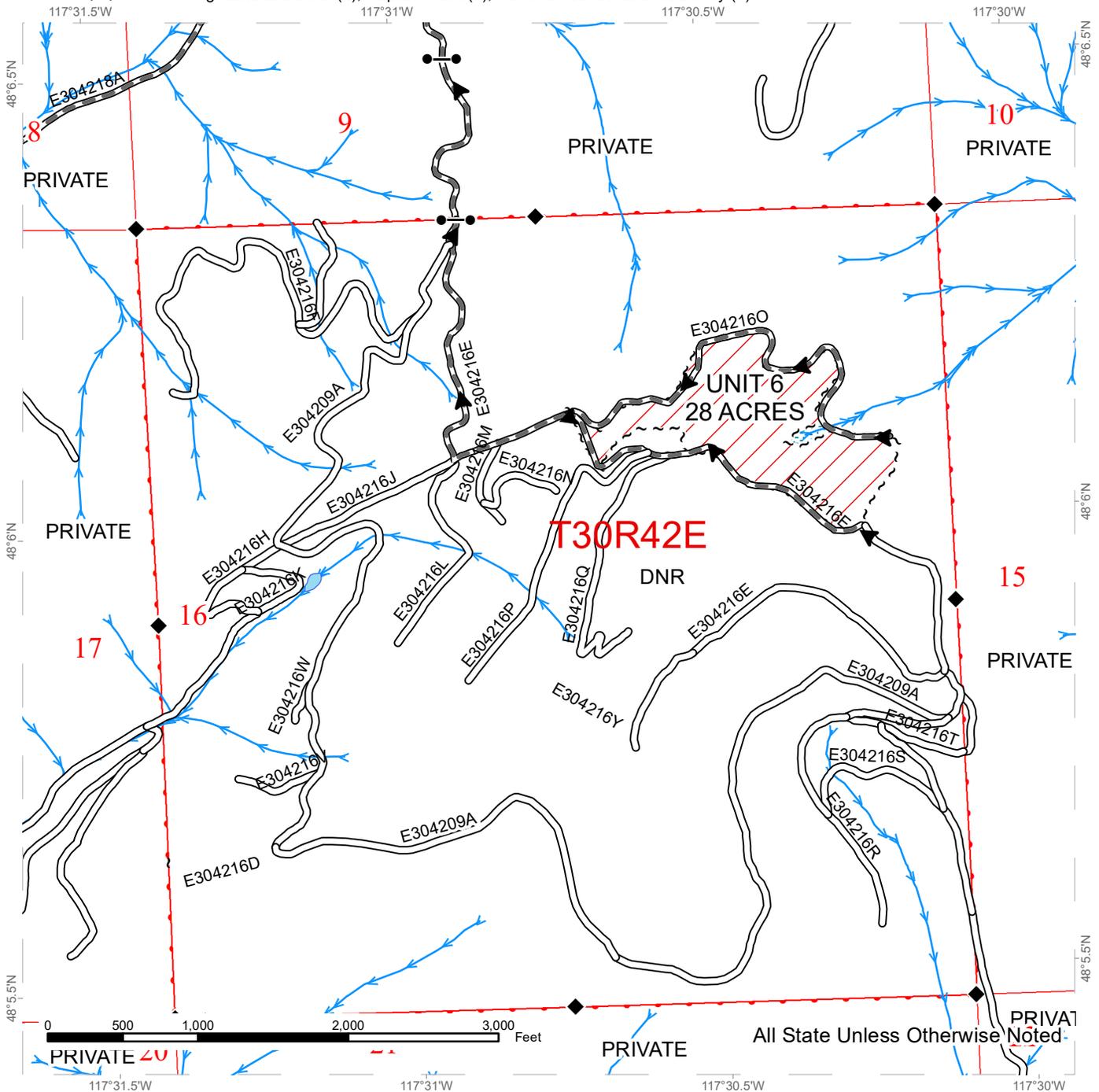
| | | |
|-----------------------------|-------------------------------|-----------------|
| Public Land Survey Sections | Existing Roads | Leave Tree Area |
| Variable Retention Harvest | Required Pre-Haul Maintenance | Streams |
| Sale Boundary Tags | Designated Skid Trail | Survey Monument |
| Leave Tree Tags | Haul Route | Fence |



TIMBER SALE MAP

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ELEVATION RGE: 2160-3920



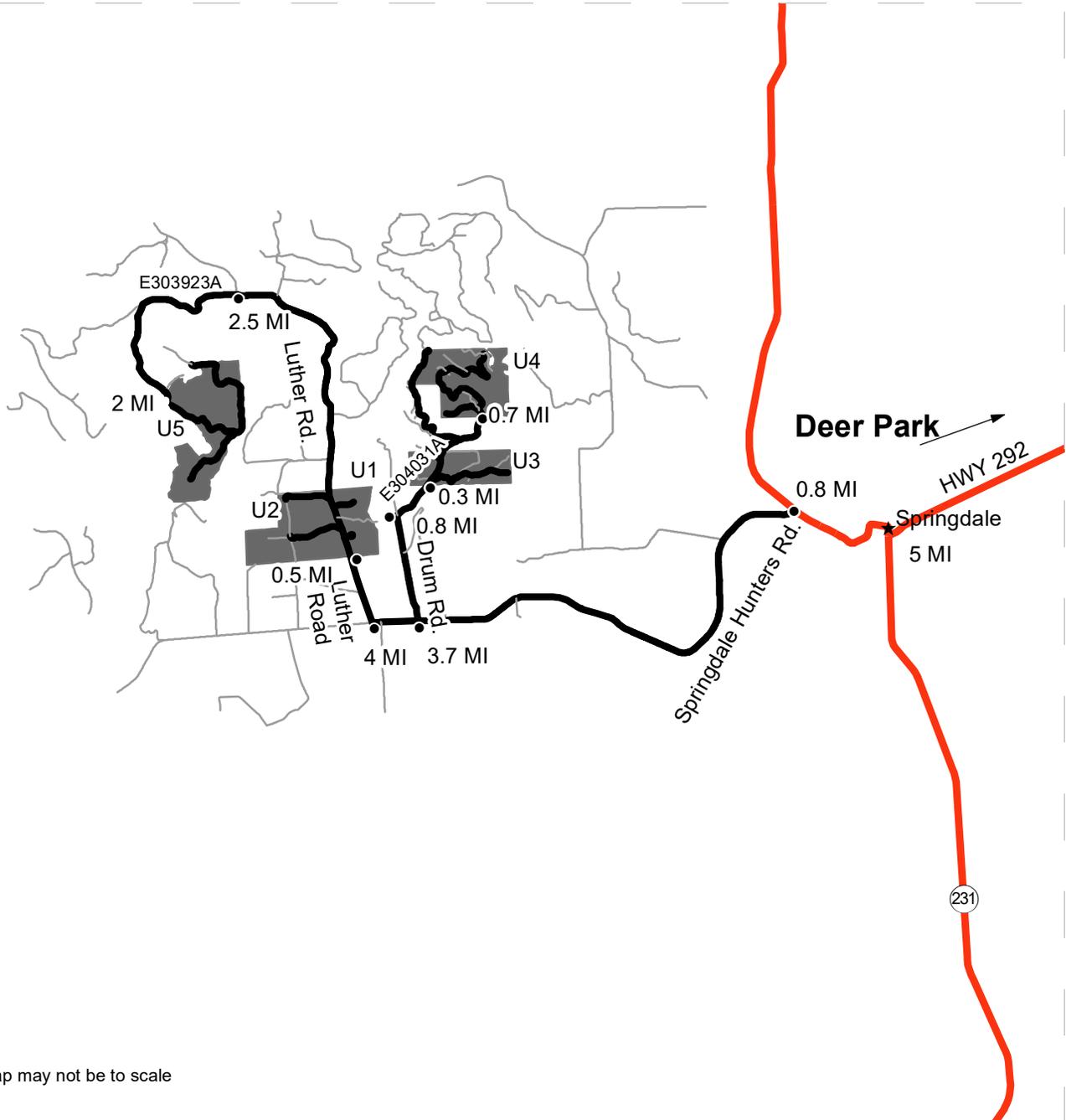
| | | |
|-----------------------------|-------------------------------|-------------------|
| Public Land Survey Sections | Existing Roads | Riparian Mgt Zone |
| Variable Retention Harvest | Required Pre-Haul Maintenance | Streams |
| Sale Boundary Tags | Haul_Route | Survey Monument |
| | Gate | |

N

DRIVING MAP

SALE NAME: Q KINGS
AGREEMENT#: 30-098253
TOWNSHIP(S): T30R39E, T30R40E, T30R42E
TRUST(S): Agricultural School (4), Capitol Grant (7), Common School and Indemnity (3)

REGION: Northeast Region
COUNTY(S): Stevens
ELEVATION RGE: 2160-3920



Map may not be to scale

| | |
|---|--------------------|
|  | Timber Sale Unit |
|  | Haul Route |
|  | Other Road |
|  | Distance Indicator |

DRIVING DIRECTIONS:

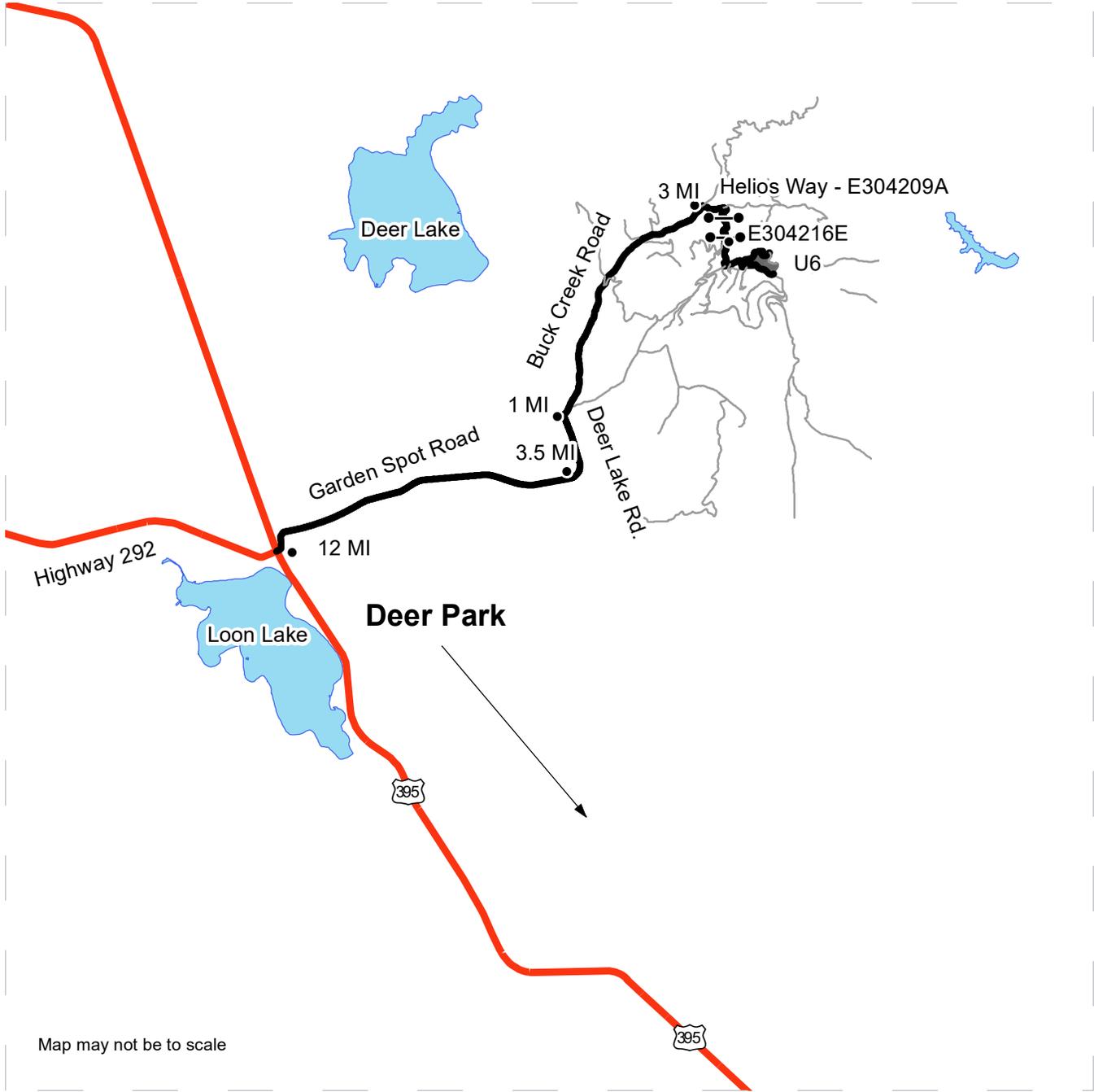
To Units 1-5 - From Deer Park, go 12 miles to HWY 395 to HWY 292 junction at Loon Lake Turn left onto HWY 292 and go five miles to Springdale. From Springdale, turn right onto HWY 231 and go .8 miles to Springdale Hunters Road. For Unit 3-4, Turn left and go 3.7 miles on Springdale Hunters RD until you reach Drum Road. Turn right onto Drum Road and go .8 miles until you reach the E304031A on the right side of the road. Continue for .3 miles, entering Unit 3. Continue another .7 miles and enter Unit 4. For Units 1-2 From HWY 231 go 4 miles on Springdale Hunters RD until you reach Luther Road. Turn right onto Luther Road and go .5 miles on Luther Rd. Unit 1 will be on the right side of Luther Road and Unit 2 is on the left side. For Unit 5 continue 2.5 miles on Luther rd. until you reach the E303923A on the left. Continue on the E303923A for two miles, entering Unit 5.



DRIVING MAP

SALE NAME: Q KINGS FH
AGREEMENT#: 30-098253
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TRUST(S): Agricultural School (4), Capitol Grant (7), Common School and Indemnity (3)

REGION: Northeast Region
COUNTY(S): Stevens
ELEVATION RGE: 2160-3920



Map may not be to scale

- Timber Sale Unit
- Haul Route
- Other Road
- Distance Indicator
- Gate (Locked)

DRIVING DIRECTIONS:

To Unit 6 - From Deer Park, go North 12 miles on HWY 395 to HWY 292 Junction at Loon Lake Take a right on Garden Spot RD and go 3.5 miles to Deer Lake Road. Continue one mile to Buck Creek RD. Continue for three miles on Buck Creek Road until Helios Way/E304209A. Continue on E304209A, take left at the fork for E304216E and continue two miles to Unit 6.



**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
LOG SALE AND PURCHASE CONTRACT**

AGREEMENT NO. 30-0100767

SALE NAME: Q KINGS SORT 01

THE STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES, HEREINAFTER ACTING SOLELY, IN ITS PROPRIETARY CAPACITY, STATE, AND PURCHASER, AGREE AS FOLLOWS:

Section G: General Terms

G-001.2 Definitions

The following definitions apply throughout this contract;

Contract Administrator: Region Manager's designee responsible for assuring that the contractual obligations of the Purchaser and Contractor are met.

Contractor: State-selected harvester responsible to perform all duties as required by the Harvesting Services Contract, including but not limited to timber harvesting, road construction, debris removal and piling, hauling and delivery of forest products for weighing and/or scaling, to the Purchasers of the timber sales Sorts.

Delivery: Occurs when logs or forest products meeting the sorting specifications arrive at the Purchasers destination, as described in the contract.

Forest Product: Any material derived from the forest for commercial use.

Harvesting: A general term, referring to the Contractor's various obligations under the Harvesting Services Contract.

Harvesting Services Contract: Contract between the Contractor and the State, which sets forth the procedures and obligations of the Contractor for completing the harvesting of timber, and the delivery of various log sorts to the State’s purchasers, and the payment obligations of the State, The Harvesting Services Contract will include a Road Plan for any road construction or reconstruction, where applicable.

Log Sale and Purchase Contract: Purchase Agreement between the State and Purchaser(s) of particular log sorts from the timber sale.

Purchaser: The company or individual that has entered into a Log Sale Contract with the State for individual log sorts from the timber sale area. The Contractor must deliver the designated log sorts to this company or individual. Contractor will likely be delivering different log sorts to different purchasers under the Harvesting Services Contract.

State: The Washington State Department of Natural Resources, landowner and seller of forest products from the timber sale area. The State is represented by the Region Manager as designated on the contract signature page. Contractual obligations to the State are enforced by the Region Manager or the designated Contract Administrator.

G-010.2 Products Sold and Sale Area

Purchaser was the successful bidder on July 28, 2020 and sale was confirmed on _____. The State, as owner, agrees to sell and deliver to the Purchaser logs meeting the log sort specifications as described in the G-022.2 clause. Logs will be delivered from the Q KINGS SORTS Timber Sale described as parts of Section 16 in Township 30 North, Range 42 East, Section 30 in Township 30 North, Range 40 East, Sections 26, and 36 all in Township 30 North, Range 39 East W.M., in Stevens County.

G-022.2 Sorting Specifications

Purchaser shall accept and pay for delivery of log sorts by a state selected contractor to the designated Purchaser location that meets the following specifications:

| Agreement No. | Sort # | Description | Destination |
|---------------|--------|-----------------|-------------|
| 100767 | 1 | DF/WL 7-10" dib | |

HQ: Surface characteristics for high quality (HQ) log sorts will have sound tight knots not to exceed 1.5 inches in diameter, may include logs with not more than two larger knots up to 2.5 inches in diameter. Logs will have a growth ring count of 6 or more rings per inch in the outer third of the top end of the log.

G-024.2 Manufacturing Standards

All forest products except poles, produced and sold under this contract will be manufactured to maximize the amount of logs meeting preferred log lengths and to achieve the average log length listed.

| Agreement No. | Sort # | Scaling Rule |
|----------------------|---------------|---------------------|
| 100767 | 01 | ES |

| Average Log Length | Preferred Log Lengths |
|---------------------------|------------------------------|
| N/A | |

"WS" indicates that west side scaling rules apply. Minimum trim is 8 inches per scaling segment for west side scaling rules. "ES" indicates that east side scaling rules apply. Minimum trim is 4 inches per scaling segment for east side scaling rules.

Poles produced under this contract will be manufactured to ANSI specifications (American National Standard Specifications and Dimensions for Wood Poles), in force at the time of signing this contract.

- a. Sweep will be limited to within the bole of the log as measured using a tape stretched between the centers of each end of the log.
- b. Logs approved by the state for peelers shall be chuckable with no more than a 2 inch diameter area of rot within a 5 inch diameter circle located at the center of either end of the log.
- c. Limbs and knots shall be cut flush, with no more than 15 percent of a log having limbs or knots over 2 inches in diameter extending more than 2 inches above the surface of the log.

G-025 Schedules

The following attached schedules are hereby incorporated by reference:

| Schedule | Title |
|----------|---------------------|
| A | Sort Specifications |

G-026.2 Log Delivery Destination

Purchaser shall accept logs delivered to the destination as described in the G-022.2 clause. Purchaser may make a written request to the State for a change in log delivery destination or scaling or weighing location. If agreeable and in the best interest of the State, the State may approve the Purchaser's request. Written approval must be granted by the State prior to log delivery to a new destination or use of a new scaling or weighing facility.

Increased haul distance shall result in an increase in the P-028.2 log delivery payment rate in an amount to be calculated by the State. In no circumstance shall the payment rate for delivered logs be reduced as a result of a state approved delivery destination or scaling or weighing facility change.

Purchaser may refuse loads delivered to the wrong destination.

G-027.2 Log Delivery Schedule and Conditions

- a. Delivery hours - Purchaser agrees to accept logs from the Contractor at the Purchaser's delivery location during Purchaser's working hours or at least between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except legal holidays unless otherwise agreed upon by the State.
- b. Improperly loaded trucks - It is understood and agreed that the Purchaser incurs no obligation to accept improperly or illegally loaded trucks in its facility. Any truck so loaded may be directed to vacate the yard and shall remain the responsibility of the harvesting contractor. The Purchaser shall notify the State within 24 hours of any load (s) rejected and specify the reasons why.
- c. Log Delivery Interruptions - Purchaser may schedule times in which delivery of logs will not be accepted. The Purchaser shall notify the Contract Administrator at least five (5) working days before the scheduled interruption or closure occurs. The duration of the log delivery interruption shall not exceed seven (7) consecutive working days or a total of ten (10) working days over the duration of the contract term. If Purchaser's scheduled delivery interruption exceeds contract requirements and causes the State harm, Purchaser will be in breach of contract and subject to liquidated damages as per the D-026.2 and D-027.2 clauses, unless Purchaser and the State have made a prior agreement in writing to mitigate potential harm to the State.
- d. Required Acceptance of Daily Load Deliveries and Notification - If the State is harmed by purchaser's refusal to accept up to 10 truck deliveries of any one sort per day, Purchaser will be in breach of contract and subject to damages as per the D-026.2 and D-027.2 clauses. A truck delivery is all the wood delivered including sorts on super trucks, mule trains and pups brought to the delivery point by a single truck. The Purchaser shall notify the Contract Administrator at least 48 hours in advance if:
 1. Purchaser intends to limit the number of truck deliveries accepted on any day to less than that listed above, or
 2. Purchaser intends to limit the number of truck deliveries accepted on any day to the number listed above.
- e. State Notification to Purchaser - The State will notify the Purchaser when it anticipates or schedules an interruption of deliveries and when it anticipates

the number of truck deliveries on any day will exceed the number listed above.

- f. If payments are not received or, the State determines that the payment security has become unsatisfactory or, a demand is made against the payment security under the P-045.2 clause the State shall suspend deliveries until such time as the violation has been remedied. Any suspension of deliveries due to late payment or inadequate payment security will be considered a Log Delivery Interruption under (c) of this clause.

G-030.2 Contract Term and Expiration Date

Purchaser agrees to accept and pay for forest products delivered through the period ending March 31, 2021.

G-050.2 Contract Term Extension

Contract extensions and any other conditions subject to the extension as agreed to by the Purchaser and State, must be formalized in writing, signed by Purchaser and State.

G-054.2 Early Contract Termination

The State may terminate this contract in whole or in part by giving fifteen (15) days written notice to the Purchaser when it is in the best interests of the State. If this contract is so terminated, the State shall be liable only for the return of that portion of the initial deposit that is not required for payment, and the return of unapplied payments. The State shall not be liable for damages, whether direct or consequential.

G-056.2 Force Majeure

No Party shall be liable for any failure to perform its obligations, other than payments due, where such failure is as a result of Acts of Nature (including fire, flood, earthquake, storm, or other natural disaster), war, act of foreign enemies, hostilities (whether war is declared or not), terrorist activities, government sanction, fire, labor dispute, strike or lockout.

Any Party asserting Force Majeure as an excuse shall have the burden of proving that reasonable steps were taken (under the circumstances) to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other Party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

In the event of Force Majeure, the State reserves the right to terminate this agreement in accordance with clause G-054.2 'Early Contract Termination'.

G-060.2 Exclusion of Warranties

The PARTIES AGREE that the IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE and ALL OTHER WARRANTIES EXPRESSED OR IMPLIED ARE EXCLUDED from this transaction and shall not apply to the goods to be harvested or sold. For example, THE FOLLOWING

SPECIFIC MATTERS ARE NOT WARRANTED, and are EXCLUDED from this transaction:

- a. The MERCHANTABILITY of the forest products. The use of the term "merchantable" in any document is not intended to vary the foregoing.
- b. The CONDITION of the forest products. The forest products will be conveyed "AS IS."
- c. THE VOLUME, WEIGHT, QUANTITY, OR QUALITY, of the forest products to be harvested. The descriptions of the forest products to be conveyed, are estimates only, made solely for administrative and identification purposes. The timing of forest product deliveries.
- d. Items contained in any other documents prepared for or by the State.

G-065 Regulatory Disclaimer

The State disclaims any responsibility for, or liability relating to, regulatory actions by any government agency, including actions pursuant to the Forest Practices Act, Ch. 76.09 RCW that may affect the operability of the timber sale.

G-070.2 Limitation on Damage

In the event of a breach of any provision of this contract by the State, the liability of the State shall be limited to return of the unused initial deposit and unapplied payments to the Purchaser. The State shall not be liable for any damages, whether direct, incidental, or consequential.

G-112.2 Title

The State hereby warrants that State is the owner of said logs and has the right to sell same, free of liens, encumbrances, or claims, but subject to trade restrictions promulgated in WAC 240-15-015. Purchaser assumes title and all risk and responsibility for said logs upon delivery.

G-116.2 Sustainable Forestry Initiative® (SFI) Certification

Forest products purchased under this contract are certified as being in conformance with the Sustainable Forestry Initiative program Standard under certificate number: BV-SFIS-US09000572.

G-160.2 Agents

The State's rights and duties will be exercised by the Region Manager at Colville, Washington. The Region Manager will notify Purchaser in writing who is responsible for administering the contract. The Region Manager has sole authority to waive, modify, or amend the terms of this contract in the manner prescribed in clause G-180. No agent, employee, or representative of the State has any authority to bind the State to any affirmation, representation, or warranty concerning the logs conveyed beyond the terms of this contract.

The Purchaser agrees to notify the State in writing of their authorized representative at the log delivery destination who will be readily available and who shall be authorized to receive, on behalf of the Purchaser any instructions or notices given by the State in regard to performance under this contract, and any limits to this person's authority.

G-180 Modifications

Waivers, modifications, or amendments of the terms of this contract must be in writing signed by Purchaser and the State.

G-190 Contract Complete

This contract is the final expression of the Parties' agreement. There are no understandings, agreements, or representations, expressed or implied, which are not specified in this contract.

G-200.2 Notice

Notices required to be given under the following clauses shall be in writing and shall be delivered to the State or Purchaser's authorized agent or sent by certified mail to the Purchaser's address of record, so that their receipt may be acknowledged.

G-026.2 Log Delivery Destination

G-027.2 Log Delivery and Schedule Conditions

G-210.2 Violation of Contract

All other notices required to be given under this contract shall be in writing and delivered to their respective authorized agent or mailed to the Party's post office address. Parties agree to notify the other of any change of mailing address.

G-210.2 Violation of Contract

- a. If Purchaser violates any provision of this contract, the Contract Administrator, by written notice, may suspend delivery of further loads of forest products. If the violation is capable of being remedied, the Purchaser has five (5) days after receipt of suspension notice to remedy the violation. If the violation cannot be remedied (such as violation of WAC 240-15-015) or Purchaser fails to remedy the violation within five (5) days after receipt of a suspension notice, the State may terminate the rights of the Purchaser under this contract and collect damages as described in the damages clause in this contract.
- b. The State has the right to remedy the breach in the absence of any indicated attempt by the Purchaser or if Purchaser is unable, as determined by the State, to remedy the breach. Any expense incurred by the State shall be charged to Purchaser and shall be paid within thirty (30) days of receipt of billing.
- c. If Purchaser's violation is a result of a failure to make payment to the State when due, in addition to (a.) above, interest shall accrue on the unpaid balance at 12 percent per annum, beginning the date payment was due. The State may secure payments from the security provided.

G-240.2 Dispute Resolution

The following procedures apply in the event of a dispute regarding interpretation or administration of this contract and the parties agree that these procedures must be followed before a lawsuit can be initiated.

- a. In the event of a dispute, Purchaser must make a written request to the Region Manager for resolution prior to seeking other relief.
- b. The Region Manager will issue a written decision on Purchaser's request within five business days.
- c. Within five business days of receipt of the Region Manager's decision, the Purchaser may make a written request for resolution to the Deputy Supervisor - Uplands of the Department of Natural Resources.
- d. Unless otherwise agreed, the Deputy Supervisor - Uplands will hold a conference within 15 calendar days of the receipt of Purchaser's request for review of the Region Manager's written decision. Purchaser and the Region Manager will have an opportunity to present their positions. The Deputy Supervisor - Uplands will issue a decision within a reasonable time of being presented with both Parties' positions.

G-252.2 Forest Excise Tax

Purchaser shall be responsible for payment of all forest excise taxes pursuant to chapter 84.33 RCW.

G-253.2 Harvesting Cost Information

The State agrees to supply all harvesting cost information to the Purchaser for their consideration in payment of forest excise taxes.

G-260 Venue

This contract shall be governed by the laws of the State of Washington. In the event of a lawsuit involving this contract, venue shall be proper only in Thurston County Superior Court.

G-330.2 Contract Review

Purchaser may arrange with the Contract Administrator to review the provisions of this contract prior to the delivery of forest products.

Section P: Payments and Securities**P-010 Initial Deposit**

Purchaser paid DATA MISSING initial deposit, which will be maintained pursuant to RCW 79.15.100(3). If the operating authority on this contract expires without Purchaser's payment of the full amount specified in the 'Payment for Forest Products' clause, the initial deposit will be immediately forfeited to the State, and will be offset against Purchaser's remaining balance due. Any excess initial deposit funds not needed

to ensure full payment of the contract price, or not needed to complete any remaining obligations of the Purchaser existing after contract expiration, will be refunded to the Purchaser.

P-028.2 Payment for Forest Products Delivered

Purchaser agrees to pay the State for delivered forest products at the following rate:

\$0.00/Ton

\$0.00/MBF for incorrect species delivery*

Purchaser agrees to increase the above delivered payment rate as approved by the State in the event the location of delivery is changed per the G-026.2 clause.

Purchaser will not be billed for any delivered logs that are scaled as containing metal.

*When two or more log sorts from this project are delivered to the same destination, the species contained in them are not eligible for the species price reduction.

P-036.2 Missorts and Payment Reduction for Delivered Forest Products

Forest Products delivered that do not meet the sorting specifications in G-022.2 are considered mis-sorts. Purchaser receiving mis-sort Forest Products is required to pay the State at the bid price under this contract.

However, when mis-sorted Forest Products amount to more than 5% of the total delivered sort volume, Purchaser may request approval for payment reduction for delivered volume exceeding the mis-sort threshold.

Requests for payment reduction must be submitted to the State in writing prior to contract expiration. Eligibility for mis-sort payment reduction is subject to State approval and shall be determined by the State's delivered product analysis. Forest Products determined by the State eligible for mis-sort price reduction are not eligible for any other price adjustments.

Payment reduction for Forest Products deemed mis-sorted will be calculated as follows:

$$\text{Payment Reduction} = (B \times M) \times R$$

Where:

B = Bid rate from P-028.2 clause

M = Mis-sorted volume exceeding threshold excluding utility

R = Reduction factor*

0.2 for diameter mis-sort

0.3 for high quality mis-sort

*Logs eligible for payment reduction based on multiple reduction factors will be calculated at the higher payment reduction factor.

Third-party scaling organization information is required to determine Scribner mbf for payment reduction purposes. Value will be derived from the applicable sort value as described in this contract.

Scale information for determining mis-sort payment reduction eligibility must be obtained from roll-out scale. Truck-ramp, sample scaling, and/or bundle scaling information is not acceptable for determining eligibility.

Purchaser's exclusive remedy for mis-sorts shall be the payment reduction described in this clause, notwithstanding other provisions in the Uniform Commercial Code

P-037.2 Mismanufacture and Payment Reduction for Delivered Forest Products

Forest Products delivered that do not meet preferred log length specifications or multiples or combinations of preferred lengths and Forest Products delivered not meeting manufacturing standards as described in clause G-024.2 are considered mis-manufactured. Purchaser receiving mis-manufactured Forest Products is required to pay the State at the bid price under this contract.

However, when mis-manufactured Forest Products amount to more than 8% of the total delivered sort volume, Purchaser may request approval for payment reduction for delivered volume exceeding the mis-manufacture threshold.

Requests for payment reduction must be submitted to the State in writing prior to contract expiration. Eligibility for mis-manufacture payment reduction is subject to State approval and shall be determined by the State's delivered product analysis. Forest Products determined by the State eligible for mis-manufacture price reductions are not eligible for any other price adjustments.

Payment reduction for Forest Products deemed mis-manufactured will be calculated as follows:

$$\text{Payment Reduction} = (B \times M) \times (0.2)$$

Where:

B = Bid rate from P-028.2 clause

M = Mis-manufactured volume exceeding threshold excluding utility

Third-party scaling organization information is required to determine Scribner mbf for payment reduction purposes. Value will be derived from the applicable sort value as described in this contract.

Scale information for determining mis-manufacture payment reduction eligibility must be obtained from roll-out scale. Truck-ramp, sample scaling, and/or bundle scaling information is not acceptable for determining eligibility.

Purchaser's exclusive remedy for mis-manufacture shall be the payment reduction described in this clause, notwithstanding other provisions in the Uniform Commercial Code.

P-039.2 Tonnage Sort Payment Reduction Requirements

Purchaser must provide a plan in writing, acceptable to the State, to acquire third party Scribner mbf scaling information in order to be eligible for a payment reduction for a tonnage sort according to clauses P-036.2 or P-037.2. Logs delivered and accepted by the Purchaser prior to the State's acceptance of Purchaser's written payment reduction plan are not eligible for payment reduction.

Failure of Purchaser to provide sample scale data in a timely, accurate and legible basis will void an approved sample scale plan.

An approved payment reduction plan can be voided at the sole discretion of the State.

For the purpose of tonnage sort payment reduction requests, preferred log lengths for tonnage sawlog sorts shall include the following plus any additional lengths identified in clause G-024.2:

| Species Type | Preferred Lengths |
|----------------|--|
| Conifer Sorts | 16', 20', 24', 26', 32', 40' |
| Hardwood Sorts | 18', 20', 26', 28', 30', 36', 38', 40' |

P-040.2 Weighing and Scaling Costs

Purchaser agrees to pay for all weighing costs for logs delivered regardless if logs are purchased on a weight or scale basis. In addition, Purchaser agrees to pay for all scaling costs for logs delivered on a scale basis. Purchaser also agrees to pay for all costs associated with the transmission and reporting of scale or weight data.

P-045.2 Guarantee of Payment

Prior to the delivery of forest products and at a date determined by the State, Purchaser shall guarantee payment to the State for products delivered by posting with the State an approved payment security. If the Purchaser has purchased more than one sort, the payment securities may be consolidated for all the sorts. Acceptable payment security includes cash, certificate of deposit assignment, payment bond, savings account assignment, or irrevocable bank letter of credit.

The amount of payment security shall be determined by the State. The amount of payment security shall represent at least 30 days value of forest product deliveries. Payment security for products delivered will be used to guarantee payment to the State for late or non-payments.

If at any time the State determines that the security has become unsatisfactory or a demand is made against the payment security, the Purchaser agrees to increase the

amount or replace the security with one acceptable to the state within 5 business days. Failure to increase the amount or replace the security is considered a breach of contract.

P-050.2 Billing and Payment Procedure for Forest Products Delivered

The State will compute and forward to Purchaser a billing statement of charges for forest products delivered during the billing period at the delivered rate shown in P-028.2 clause. After receipt of the billing statement, Purchaser's payment must be received by the Department of Natural Resources on or before the due date shown on the billing statement. Purchaser agrees to make payment, payable to the Department of Natural Resources. Failure to pay on time for forest products delivered is considered a breach of contract.

Included with the billing statement will be a summary report for the billing period compiled by the State or their log and load reporting service.

The State will adjust final billings to account for any State approved payment reductions.

P-080 Payment Account Refund

Advance payments made under P-045 or P-045.2 remaining on account above the value for the charges shall be returned to Purchaser within 30 days following the final report of charges. Refunds not made within the 30 day period will accrue interest at the interest rate, as established by WAC 332-100-030, computed on a daily basis until paid.

Section L: Log Definitions and Accountability

L-010.2 Forest Products Conveyed

Forest products conveyed are logs or parts of logs delivered meeting the sorting criteria defined by clause G-022.2 and manufacturing standards defined by clause G-024.2 of this contract

L-014.2 Sorts Delivered to Incorrect Destination

Purchaser has agreed to purchase the sort as described in the G-022.2 clause. In the event a load from a different sort is delivered to Purchaser, Purchaser may reject the load. If Purchaser receives an incorrectly delivered load, they shall notify the State within 24 hours. If the Purchaser accepts the load, provisions in the P-035.2 or P-036.2 clause may apply.

L-071.2 Log and Load Reporting Service

This contract may at the States discretion, require the services of a State approved third party log and load reporting service. Purchaser shall ensure log volume measurement, weight, or scale and weight data for each load is received by the log and load reporting service within 2 business day of logs being measured or weighed.

If during the term of this contract, the State discontinues use of the Log and Load Reporting Service, the State will notify the Purchaser in writing, and will approve an alternative log and load reporting process.

L-090 Scaling Rules

Determination of volume of any forest products shall be conducted by a state approved third party scaling organization and in accordance with the Eastside log scaling and grading rules, Region 6 taper rules, and Scribner Volume Table, revised July 1, 1972, contained in the Northwest Log Rules Eastside and Westside Log Scaling Handbook (developed and produced by the Northwest Log Rules Advisory Group) and in effect on the date of confirmation of this contract.

Special scaling specifications shall be noted on the State's Brand Designation form which is hereby incorporated to this contract by reference.

L-110 State Approval of Log Scaling and Weighing Locations

Forest Product measurement and weighing facilities required by this contract must be approved by the State. Forest products sold under the contract which require log scaling shall be scaled, measured, or counted by a State approved third party log scaling organization. Forest products sold under the contract which require weighing shall be weighed at a location that meets Washington State Department of Agriculture approval.

Prior to forest products being hauled, the Contract Administrator must authorize in writing the use of State approved measurement and/or weighing facilities that are at or en-route to final destinations. Forest products from this sale shall be measured or weighed at facilities, which are currently approved for use by the State and are currently authorized for this sale. The State reserves the right to verify load volume and weights with State employees or contractors at the State's own expense. The State reserves the right to revoke the authorization of previously approved measurement locations.

Section D: Damages**D-010 Liquidated Damages**

The clauses in the DAMAGES section of this contract provide for payments by Purchaser to the State for certain breaches of the terms of this contract. These payments are agreed to as liquidated damages and not as penalties. They are reasonable estimates of anticipated harm to the State caused by Purchaser's breach. These liquidated damages provisions are agreed to by the State and Purchaser with the understanding of the difficulty of proving loss and the inconvenience or infeasibility of obtaining an adequate remedy. These liquidated damages provisions provide greater certainty for the Purchaser by allowing the Purchaser to better assess its responsibilities under the contract.

D-026.2 Damages for Delivery Interruptions and Load Non-Acceptance

- a. Purchaser's failure to accept delivery of forest products due to an extended delivery interruption exceeding the limits as described in the G-027.2 (c) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of \$1,000.00 per each day of breach, until breach is remedied.

- b. Unless Purchaser and the State have made a prior agreement in writing, Purchaser's failure to accept at least the number of delivered loads as described in the G-027.2 (d) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of \$200 per each truck delivery not accepted, until breach is remedied.

D-027.2 Failure to Accept Forest Products Sold

Purchaser's failure to accept all or part of the forest products sold in this agreement prior to expiration or completion of the contract results in substantial injury to the State. Except for reasons other than 'Force Majeure' (G-056.2), either section a. or b. below will apply as determined by the State.

- a. When Purchaser's refusal to accept forest products does not prevent further harvesting operations, or forest products can be re-sold to another buyer acceptable to the State, Purchaser shall be liable for and pay State for actual damages plus costs, as determined by the State associated with the administration and re-sale of forest products not accepted by Purchaser under the terms of this contract.
- b. When Purchaser's refusal to accept forest products causes a stoppage of the State's harvesting operations and prevents the State from further harvest of the sale area, the actual damage to the State and associated costs are difficult to assess. The remaining value of all the forest products left in the sale area once the stoppage occurs is not readily ascertainable. Purchaser's failure to perform disrupts the State's management plans. Therefore, Purchaser agrees to pay the State as liquidated damages, a sum calculated using the following formula:

$$LD = (.35V - I) + C + A - P$$

Where:

- LD = Liquidated Damages
V = The stumpage value remaining in the sale area at the date of work stoppage. This will be determined by multiplying the contract bid rate contained in the P-028.2 clause for all sorts originating in the sale area, by the State's estimate of the remaining volume, less the cost of harvesting and delivery associated with each sort.
I = Initial Deposit
C = Costs associated with required harvesting services and road construction services prior to work stoppage but not amortized or paid.
A = Administrative fee = \$2,500.00
P = Advance payments received exceeding the value of logs delivered under this contract.

The above formula reflects the Purchaser's forfeiture of the initial deposit in accordance with clause P-010 by deducting the initial deposit from the amount owed. In no event shall the liquidated damages be less than zero. Interest on the liquidated

damage is owed from the date of the work stoppage until final payment, calculated using the following formula:

$$\text{Interest} = r \times \text{LD} \times N$$

Where:

r = daily equivalent of an annual interest at current interest rate as established by WAC 332-100-030.

N = Number of days from work stoppage to time of payment

D-030.2 Inadequate Log Accountability

Failure to provide weighing and third party scaling information result in substantial injury to the State. The potential loss of accountability is not readily ascertainable. These contractual breaches result in an increase in the potential for the delivery of forest products for which the State receives inadequate payment and causes an increase in the State's administration costs associated with this contract. The actual costs of these breaches are difficult to assess.

For these reasons, Purchaser's payments for forest product delivery under this contract will be increased in the following amounts, as liquidated damages, to compensate the State for these breaches: \$250.00 each time a load weight is not provided as required by the contract, and \$250.00 each time load scale data is not determined and provided by a State approved third party scaling organization in accordance with this contract.

IN WITNESS WHEREOF, the Parties hereto have entered into this contract.

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Purchaser

Ken McNamee

Print Name

Northeast Region Manager

Date: _____

Date: _____

Address: _____

CORPORATE ACKNOWLEDGEMENT
(Required for both LLC and Inc. Entities)

STATE OF _____)

COUNTY OF _____)

On this _____ day of _____, 20____, before me personally
appeared _____

_____ to me known to be the
_____ of the corporation
that executed the within and foregoing instrument and acknowledged said instrument to be the
free and voluntary act and deed of the corporation, for the uses and purposes therein mentioned,
and on oath stated that (he/she was) (they were) authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and
year first above written.

Notary Public in and for the State of

My appointment expires _____

Schedule A
Sort Specifications

Sort #1: Douglas-fir and western larch 7 inches to 10 inches in diameter inside the bark. If Purchaser designates peeler lengths, then chuckability standards apply to the logs. Non-chuckable logs will be delivered to the Purchaser of Sort #3. If the Purchaser designates sawlog lengths, then all Douglas-fir and western larch sawlogs will be delivered to the Purchaser of this sort and none will be delivered to the Purchaser of Sort #3.

Sort #2: Douglas-fir and western larch 11 inches and greater in diameter inside the bark. If Purchaser designates peeler lengths, then chuckability standards apply to the logs. Non-chuckable logs will be delivered to the Purchaser of Sort #4. If the Purchaser designates sawlog lengths, then all Douglas-fir and western larch sawlogs will be delivered to the Purchaser of this sort and none will be delivered to the Purchaser of Sort #4.

Sort #3: Lodgepole pine, grand fir, Engelmann spruce, white pine, western hemlock and sub-alpine fir 7 inches to 10 inches in diameter inside the bark. See Sort #1 description for handling procedures for Douglas-fir and western larch.

Sort #4: Lodgepole pine, grand fir, Engelmann spruce, white pine, western hemlock and sub-alpine fir 11 inches and greater in diameter inside the bark. See Sort #2 description for handling procedures for Douglas-fir and western larch.

Sort #5: Ponderosa pine 6 inches to 10 inches in diameter inside the bark.

Sort #6: Ponderosa pine 11 inches and greater in diameter inside the bark.

Sort #7: Western red cedar 5 inches and greater in diameter inside the bark.

Sort #8: All conifer species except for ponderosa pine and western red cedar 5 inches to 6 inches in diameter inside the bark.

Sort #9: All conifer species except western red cedar 2 inches and greater in diameter inside the bark utility.

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES**

LOG SALE AND PURCHASE CONTRACT

AGREEMENT NO. 30-0100768

SALE NAME: Q KINGS SORT 02

THE STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES, HEREINAFTER ACTING SOLELY, IN ITS PROPRIETARY CAPACITY, STATE, AND PURCHASER, AGREE AS FOLLOWS:

Section G: General Terms

G-001.2 Definitions

The following definitions apply throughout this contract;

Contract Administrator: Region Manager's designee responsible for assuring that the contractual obligations of the Purchaser and Contractor are met.

Contractor: State-selected harvester responsible to perform all duties as required by the Harvesting Services Contract, including but not limited to timber harvesting, road construction, debris removal and piling, hauling and delivery of forest products for weighing and/or scaling, to the Purchasers of the timber sales Sorts.

Delivery: Occurs when logs or forest products meeting the sorting specifications arrive at the Purchasers destination, as described in the contract.

Forest Product: Any material derived from the forest for commercial use.

Harvesting: A general term, referring to the Contractor's various obligations under the Harvesting Services Contract.

Harvesting Services Contract: Contract between the Contractor and the State, which sets forth the procedures and obligations of the Contractor for completing the harvesting of timber, and the delivery of various log sorts to the State's purchasers, and the payment obligations of the State, The Harvesting Services Contract will include a Road Plan for any road construction or reconstruction, where applicable.

Log Sale and Purchase Contract: Purchase Agreement between the State and Purchaser(s) of particular log sorts from the timber sale.

Purchaser: The company or individual that has entered into a Log Sale Contract with the State for individual log sorts from the timber sale area. The Contractor must deliver the designated log sorts to this company or individual. Contractor will likely be delivering different log sorts to different purchasers under the Harvesting Services Contract.

State: The Washington State Department of Natural Resources, landowner and seller of forest products from the timber sale area. The State is represented by the Region Manager as designated on the contract signature page. Contractual obligations to the State are enforced by the Region Manager or the designated Contract Administrator.

G-010.2 Products Sold and Sale Area

Purchaser was the successful bidder on July 28, 2020 and sale was confirmed on _____. The State, as owner, agrees to sell and deliver to the Purchaser logs meeting the log sort specifications as described in the G-022.2 clause. Logs will be delivered from the Q KINGS SORTS Timber Sale described as parts of Section 16 in Township 30 North, Range 42 East, Section 30 in Township 30 North, Range 40 East, Sections 26, and 36 all in Township 30 North, Range 39 East W.M., in Stevens County.

G-022.2 Sorting Specifications

Purchaser shall accept and pay for delivery of log sorts by a state selected contractor to the designated Purchaser location that meets the following specifications:

| Agreement No. | Sort # | Description | Destination |
|----------------------|---------------|--------------------|--------------------|
| 100768 | 2 | DF/WL 11"+ dib | |

HQ: Surface characteristics for high quality (HQ) log sorts will have sound tight knots not to exceed 1.5 inches in diameter, may include logs with not more than two larger knots up to 2.5 inches in diameter. Logs will have a growth ring count of 6 or more rings per inch in the outer third of the top end of the log.

G-024.2 Manufacturing Standards

All forest products except poles, produced and sold under this contract will be manufactured to maximize the amount of logs meeting preferred log lengths and to achieve the average log length listed.

| Agreement No. | Sort # | Scaling Rule |
|----------------------|---------------|---------------------|
| 100768 | 02 | ES |

| Average Log Length | Preferred Log Lengths |
|---------------------------|------------------------------|
| N/A | |

"WS" indicates that west side scaling rules apply. Minimum trim is 8 inches per scaling segment for west side scaling rules. "ES" indicates that east side scaling rules apply. Minimum trim is 4 inches per scaling segment for east side scaling rules.

Poles produced under this contract will be manufactured to ANSI specifications (American National Standard Specifications and Dimensions for Wood Poles), in force at the time of signing this contract.

- a. Sweep will be limited to within the bole of the log as measured using a tape stretched between the centers of each end of the log.
- b. Logs approved by the state for peelers shall be chuckable with no more than a 2 inch diameter area of rot within a 5 inch diameter circle located at the center of either end of the log.
- c. Limbs and knots shall be cut flush, with no more than 15 percent of a log having limbs or knots over 2 inches in diameter extending more than 2 inches above the surface of the log.

G-025 Schedules

The following attached schedules are hereby incorporated by reference:

| Schedule | Title |
|----------|---------------------|
| A | Sort Specifications |

G-026.2 Log Delivery Destination

Purchaser shall accept logs delivered to the destination as described in the G-022.2 clause. Purchaser may make a written request to the State for a change in log delivery destination or scaling or weighing location. If agreeable and in the best interest of the State, the State may approve the Purchaser's request. Written approval must be granted by the State prior to log delivery to a new destination or use of a new scaling or weighing facility.

Increased haul distance shall result in an increase in the P-028.2 log delivery payment rate in an amount to be calculated by the State. In no circumstance shall the payment rate for delivered logs be reduced as a result of a state approved delivery destination or scaling or weighing facility change.

Purchaser may refuse loads delivered to the wrong destination.

G-027.2 Log Delivery Schedule and Conditions

- a. Delivery hours - Purchaser agrees to accept logs from the Contractor at the Purchaser's delivery location during Purchaser's working hours or at least between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except legal holidays unless otherwise agreed upon by the State.
- b. Improperly loaded trucks - It is understood and agreed that the Purchaser incurs no obligation to accept improperly or illegally loaded trucks in its facility. Any truck so loaded may be directed to vacate the yard and shall remain the responsibility of the harvesting contractor. The Purchaser shall notify the State within 24 hours of any load (s) rejected and specify the reasons why.
- c. Log Delivery Interruptions - Purchaser may schedule times in which delivery of logs will not be accepted. The Purchaser shall notify the Contract Administrator at least five (5) working days before the scheduled interruption or closure occurs. The duration of the log delivery interruption shall not exceed seven (7) consecutive working days or a total of ten (10) working days over the duration of the contract term. If Purchaser's scheduled delivery interruption exceeds contract requirements and causes the State harm, Purchaser will be in breach of contract and subject to liquidated damages as per the D-026.2 and D-027.2 clauses, unless Purchaser and the State have made a prior agreement in writing to mitigate potential harm to the State.
- d. Required Acceptance of Daily Load Deliveries and Notification - If the State is harmed by purchaser's refusal to accept up to 10 truck deliveries of any one sort per day, Purchaser will be in breach of contract and subject to damages as per the D-026.2 and D-027.2 clauses. A truck delivery is all the wood delivered including sorts on super trucks, mule trains and pups brought to the delivery point by a single truck. The Purchaser shall notify the Contract Administrator at least 48 hours in advance if:
 1. Purchaser intends to limit the number of truck deliveries accepted on any day to less than that listed above, or
 2. Purchaser intends to limit the number of truck deliveries accepted on any day to the number listed above.
- e. State Notification to Purchaser - The State will notify the Purchaser when it anticipates or schedules an interruption of deliveries and when it anticipates

the number of truck deliveries on any day will exceed the number listed above.

- f. If payments are not received or, the State determines that the payment security has become unsatisfactory or, a demand is made against the payment security under the P-045.2 clause the State shall suspend deliveries until such time as the violation has been remedied. Any suspension of deliveries due to late payment or inadequate payment security will be considered a Log Delivery Interruption under (c) of this clause.

G-030.2 Contract Term and Expiration Date

Purchaser agrees to accept and pay for forest products delivered through the period ending March 31, 2021.

G-050.2 Contract Term Extension

Contract extensions and any other conditions subject to the extension as agreed to by the Purchaser and State, must be formalized in writing, signed by Purchaser and State.

G-054.2 Early Contract Termination

The State may terminate this contract in whole or in part by giving fifteen (15) days written notice to the Purchaser when it is in the best interests of the State. If this contract is so terminated, the State shall be liable only for the return of that portion of the initial deposit that is not required for payment, and the return of unapplied payments. The State shall not be liable for damages, whether direct or consequential.

G-056.2 Force Majeure

No Party shall be liable for any failure to perform its obligations, other than payments due, where such failure is as a result of Acts of Nature (including fire, flood, earthquake, storm, or other natural disaster), war, act of foreign enemies, hostilities (whether war is declared or not), terrorist activities, government sanction, fire, labor dispute, strike or lockout.

Any Party asserting Force Majeure as an excuse shall have the burden of proving that reasonable steps were taken (under the circumstances) to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other Party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

In the event of Force Majeure, the State reserves the right to terminate this agreement in accordance with clause G-054.2 'Early Contract Termination'.

G-060.2 Exclusion of Warranties

The PARTIES AGREE that the IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE and ALL OTHER WARRANTIES EXPRESSED OR IMPLIED ARE EXCLUDED from this transaction and shall not apply to the goods to be harvested or sold. For example, THE FOLLOWING

SPECIFIC MATTERS ARE NOT WARRANTED, and are EXCLUDED from this transaction:

- a. The MERCHANTABILITY of the forest products. The use of the term "merchantable" in any document is not intended to vary the foregoing.
- b. The CONDITION of the forest products. The forest products will be conveyed "AS IS."
- c. THE VOLUME, WEIGHT, QUANTITY, OR QUALITY, of the forest products to be harvested. The descriptions of the forest products to be conveyed, are estimates only, made solely for administrative and identification purposes. The timing of forest product deliveries.
- d. Items contained in any other documents prepared for or by the State.

G-065 Regulatory Disclaimer

The State disclaims any responsibility for, or liability relating to, regulatory actions by any government agency, including actions pursuant to the Forest Practices Act, Ch. 76.09 RCW that may affect the operability of the timber sale.

G-070.2 Limitation on Damage

In the event of a breach of any provision of this contract by the State, the liability of the State shall be limited to return of the unused initial deposit and unapplied payments to the Purchaser. The State shall not be liable for any damages, whether direct, incidental, or consequential.

G-112.2 Title

The State hereby warrants that State is the owner of said logs and has the right to sell same, free of liens, encumbrances, or claims, but subject to trade restrictions promulgated in WAC 240-15-015. Purchaser assumes title and all risk and responsibility for said logs upon delivery.

G-116.2 Sustainable Forestry Initiative® (SFI) Certification

Forest products purchased under this contract are certified as being in conformance with the Sustainable Forestry Initiative program Standard under certificate number: BV-SFIS-US09000572.

G-160.2 Agents

The State's rights and duties will be exercised by the Region Manager at Colville, Washington. The Region Manager will notify Purchaser in writing who is responsible for administering the contract. The Region Manager has sole authority to waive, modify, or amend the terms of this contract in the manner prescribed in clause G-180. No agent, employee, or representative of the State has any authority to bind the State to any affirmation, representation, or warranty concerning the logs conveyed beyond the terms of this contract.

The Purchaser agrees to notify the State in writing of their authorized representative at the log delivery destination who will be readily available and who shall be authorized to receive, on behalf of the Purchaser any instructions or notices given by the State in regard to performance under this contract, and any limits to this person's authority.

G-180 Modifications

Waivers, modifications, or amendments of the terms of this contract must be in writing signed by Purchaser and the State.

G-190 Contract Complete

This contract is the final expression of the Parties' agreement. There are no understandings, agreements, or representations, expressed or implied, which are not specified in this contract.

G-200.2 Notice

Notices required to be given under the following clauses shall be in writing and shall be delivered to the State or Purchaser's authorized agent or sent by certified mail to the Purchaser's address of record, so that their receipt may be acknowledged.

G-026.2 Log Delivery Destination

G-027.2 Log Delivery and Schedule Conditions

G-210.2 Violation of Contract

All other notices required to be given under this contract shall be in writing and delivered to their respective authorized agent or mailed to the Party's post office address. Parties agree to notify the other of any change of mailing address.

G-210.2 Violation of Contract

- a. If Purchaser violates any provision of this contract, the Contract Administrator, by written notice, may suspend delivery of further loads of forest products. If the violation is capable of being remedied, the Purchaser has five (5) days after receipt of suspension notice to remedy the violation. If the violation cannot be remedied (such as violation of WAC 240-15-015) or Purchaser fails to remedy the violation within five (5) days after receipt of a suspension notice, the State may terminate the rights of the Purchaser under this contract and collect damages as described in the damages clause in this contract.
- b. The State has the right to remedy the breach in the absence of any indicated attempt by the Purchaser or if Purchaser is unable, as determined by the State, to remedy the breach. Any expense incurred by the State shall be charged to Purchaser and shall be paid within thirty (30) days of receipt of billing.
- c. If Purchaser's violation is a result of a failure to make payment to the State when due, in addition to (a.) above, interest shall accrue on the unpaid balance at 12 percent per annum, beginning the date payment was due. The State may secure payments from the security provided.

G-240.2 Dispute Resolution

The following procedures apply in the event of a dispute regarding interpretation or administration of this contract and the parties agree that these procedures must be followed before a lawsuit can be initiated.

- a. In the event of a dispute, Purchaser must make a written request to the Region Manager for resolution prior to seeking other relief.
- b. The Region Manager will issue a written decision on Purchaser's request within five business days.
- c. Within five business days of receipt of the Region Manager's decision, the Purchaser may make a written request for resolution to the Deputy Supervisor - Uplands of the Department of Natural Resources.
- d. Unless otherwise agreed, the Deputy Supervisor - Uplands will hold a conference within 15 calendar days of the receipt of Purchaser's request for review of the Region Manager's written decision. Purchaser and the Region Manager will have an opportunity to present their positions. The Deputy Supervisor - Uplands will issue a decision within a reasonable time of being presented with both Parties' positions.

G-252.2 Forest Excise Tax

Purchaser shall be responsible for payment of all forest excise taxes pursuant to chapter 84.33 RCW.

G-253.2 Harvesting Cost Information

The State agrees to supply all harvesting cost information to the Purchaser for their consideration in payment of forest excise taxes.

G-260 Venue

This contract shall be governed by the laws of the State of Washington. In the event of a lawsuit involving this contract, venue shall be proper only in Thurston County Superior Court.

G-330.2 Contract Review

Purchaser may arrange with the Contract Administrator to review the provisions of this contract prior to the delivery of forest products.

Section P: Payments and Securities**P-010 Initial Deposit**

Purchaser paid DATA MISSING initial deposit, which will be maintained pursuant to RCW 79.15.100(3). If the operating authority on this contract expires without Purchaser's payment of the full amount specified in the 'Payment for Forest Products' clause, the initial deposit will be immediately forfeited to the State, and will be offset against Purchaser's remaining balance due. Any excess initial deposit funds not needed

to ensure full payment of the contract price, or not needed to complete any remaining obligations of the Purchaser existing after contract expiration, will be refunded to the Purchaser.

P-028.2 Payment for Forest Products Delivered

Purchaser agrees to pay the State for delivered forest products at the following rate:

\$0.00/Ton

\$0.00/MBF for incorrect species delivery*

Purchaser agrees to increase the above delivered payment rate as approved by the State in the event the location of delivery is changed per the G-026.2 clause.

Purchaser will not be billed for any delivered logs that are scaled as containing metal.

*When two or more log sorts from this project are delivered to the same destination, the species contained in them are not eligible for the species price reduction.

P-036.2 Missorts and Payment Reduction for Delivered Forest Products

Forest Products delivered that do not meet the sorting specifications in G-022.2 are considered mis-sorts. Purchaser receiving mis-sort Forest Products is required to pay the State at the bid price under this contract.

However, when mis-sorted Forest Products amount to more than 5% of the total delivered sort volume, Purchaser may request approval for payment reduction for delivered volume exceeding the mis-sort threshold.

Requests for payment reduction must be submitted to the State in writing prior to contract expiration. Eligibility for mis-sort payment reduction is subject to State approval and shall be determined by the State's delivered product analysis. Forest Products determined by the State eligible for mis-sort price reduction are not eligible for any other price adjustments.

Payment reduction for Forest Products deemed mis-sorted will be calculated as follows:

$$\text{Payment Reduction} = (B \times M) \times R$$

Where:

B = Bid rate from P-028.2 clause

M = Mis-sorted volume exceeding threshold excluding utility

R = Reduction factor*

0.2 for diameter mis-sort

0.3 for high quality mis-sort

*Logs eligible for payment reduction based on multiple reduction factors will be calculated at the higher payment reduction factor.

Third-party scaling organization information is required to determine Scribner mbf for payment reduction purposes. Value will be derived from the applicable sort value as described in this contract.

Scale information for determining mis-sort payment reduction eligibility must be obtained from roll-out scale. Truck-ramp, sample scaling, and/or bundle scaling information is not acceptable for determining eligibility.

Purchaser's exclusive remedy for mis-sorts shall be the payment reduction described in this clause, notwithstanding other provisions in the Uniform Commercial Code

P-037.2 Mismanufacture and Payment Reduction for Delivered Forest Products

Forest Products delivered that do not meet preferred log length specifications or multiples or combinations of preferred lengths and Forest Products delivered not meeting manufacturing standards as described in clause G-024.2 are considered mis-manufactured. Purchaser receiving mis-manufactured Forest Products is required to pay the State at the bid price under this contract.

However, when mis-manufactured Forest Products amount to more than 8% of the total delivered sort volume, Purchaser may request approval for payment reduction for delivered volume exceeding the mis-manufacture threshold.

Requests for payment reduction must be submitted to the State in writing prior to contract expiration. Eligibility for mis-manufacture payment reduction is subject to State approval and shall be determined by the State's delivered product analysis. Forest Products determined by the State eligible for mis-manufacture price reductions are not eligible for any other price adjustments.

Payment reduction for Forest Products deemed mis-manufactured will be calculated as follows:

$$\text{Payment Reduction} = (B \times M) \times (0.2)$$

Where:

B = Bid rate from P-028.2 clause

M = Mis-manufactured volume exceeding threshold excluding utility

Third-party scaling organization information is required to determine Scribner mbf for payment reduction purposes. Value will be derived from the applicable sort value as described in this contract.

Scale information for determining mis-manufacture payment reduction eligibility must be obtained from roll-out scale. Truck-ramp, sample scaling, and/or bundle scaling information is not acceptable for determining eligibility.

Purchaser's exclusive remedy for mis-manufacture shall be the payment reduction described in this clause, notwithstanding other provisions in the Uniform Commercial Code.

P-039.2 Tonnage Sort Payment Reduction Requirements

Purchaser must provide a plan in writing, acceptable to the State, to acquire third party Scribner mbf scaling information in order to be eligible for a payment reduction for a tonnage sort according to clauses P-036.2 or P-037.2. Logs delivered and accepted by the Purchaser prior to the State's acceptance of Purchaser's written payment reduction plan are not eligible for payment reduction.

Failure of Purchaser to provide sample scale data in a timely, accurate and legible basis will void an approved sample scale plan.

An approved payment reduction plan can be voided at the sole discretion of the State.

For the purpose of tonnage sort payment reduction requests, preferred log lengths for tonnage sawlog sorts shall include the following plus any additional lengths identified in clause G-024.2:

| Species Type | Preferred Lengths |
|----------------|--|
| Conifer Sorts | 16', 20', 24', 26', 32', 40' |
| Hardwood Sorts | 18', 20', 26', 28', 30', 36', 38', 40' |

P-040.2 Weighing and Scaling Costs

Purchaser agrees to pay for all weighing costs for logs delivered regardless if logs are purchased on a weight or scale basis. In addition, Purchaser agrees to pay for all scaling costs for logs delivered on a scale basis. Purchaser also agrees to pay for all costs associated with the transmission and reporting of scale or weight data.

P-045.2 Guarantee of Payment

Prior to the delivery of forest products and at a date determined by the State, Purchaser shall guarantee payment to the State for products delivered by posting with the State an approved payment security. If the Purchaser has purchased more than one sort, the payment securities may be consolidated for all the sorts. Acceptable payment security includes cash, certificate of deposit assignment, payment bond, savings account assignment, or irrevocable bank letter of credit.

The amount of payment security shall be determined by the State. The amount of payment security shall represent at least 30 days value of forest product deliveries. Payment security for products delivered will be used to guarantee payment to the State for late or non-payments.

If at any time the State determines that the security has become unsatisfactory or a demand is made against the payment security, the Purchaser agrees to increase the

amount or replace the security with one acceptable to the state within 5 business days. Failure to increase the amount or replace the security is considered a breach of contract.

P-050.2 Billing and Payment Procedure for Forest Products Delivered

The State will compute and forward to Purchaser a billing statement of charges for forest products delivered during the billing period at the delivered rate shown in P-028.2 clause. After receipt of the billing statement, Purchaser's payment must be received by the Department of Natural Resources on or before the due date shown on the billing statement. Purchaser agrees to make payment, payable to the Department of Natural Resources. Failure to pay on time for forest products delivered is considered a breach of contract.

Included with the billing statement will be a summary report for the billing period compiled by the State or their log and load reporting service.

The State will adjust final billings to account for any State approved payment reductions.

P-080 Payment Account Refund

Advance payments made under P-045 or P-045.2 remaining on account above the value for the charges shall be returned to Purchaser within 30 days following the final report of charges. Refunds not made within the 30 day period will accrue interest at the interest rate, as established by WAC 332-100-030, computed on a daily basis until paid.

Section L: Log Definitions and Accountability

L-010.2 Forest Products Conveyed

Forest products conveyed are logs or parts of logs delivered meeting the sorting criteria defined by clause G-022.2 and manufacturing standards defined by clause G-024.2 of this contract

L-014.2 Sorts Delivered to Incorrect Destination

Purchaser has agreed to purchase the sort as described in the G-022.2 clause. In the event a load from a different sort is delivered to Purchaser, Purchaser may reject the load. If Purchaser receives an incorrectly delivered load, they shall notify the State within 24 hours. If the Purchaser accepts the load, provisions in the P-035.2 or P-036.2 clause may apply.

L-071.2 Log and Load Reporting Service

This contract may at the States discretion, require the services of a State approved third party log and load reporting service. Purchaser shall ensure log volume measurement, weight, or scale and weight data for each load is received by the log and load reporting service within 2 business day of logs being measured or weighed.

If during the term of this contract, the State discontinues use of the Log and Load Reporting Service, the State will notify the Purchaser in writing, and will approve an alternative log and load reporting process.

L-090 Scaling Rules

Determination of volume of any forest products shall be conducted by a state approved third party scaling organization and in accordance with the Eastside log scaling and grading rules, Region 6 taper rules, and Scribner Volume Table, revised July 1, 1972, contained in the Northwest Log Rules Eastside and Westside Log Scaling Handbook (developed and produced by the Northwest Log Rules Advisory Group) and in effect on the date of confirmation of this contract.

Special scaling specifications shall be noted on the State's Brand Designation form which is hereby incorporated to this contract by reference.

L-110 State Approval of Log Scaling and Weighing Locations

Forest Product measurement and weighing facilities required by this contract must be approved by the State. Forest products sold under the contract which require log scaling shall be scaled, measured, or counted by a State approved third party log scaling organization. Forest products sold under the contract which require weighing shall be weighed at a location that meets Washington State Department of Agriculture approval.

Prior to forest products being hauled, the Contract Administrator must authorize in writing the use of State approved measurement and/or weighing facilities that are at or en-route to final destinations. Forest products from this sale shall be measured or weighed at facilities, which are currently approved for use by the State and are currently authorized for this sale. The State reserves the right to verify load volume and weights with State employees or contractors at the State's own expense. The State reserves the right to revoke the authorization of previously approved measurement locations.

Section D: Damages**D-010 Liquidated Damages**

The clauses in the DAMAGES section of this contract provide for payments by Purchaser to the State for certain breaches of the terms of this contract. These payments are agreed to as liquidated damages and not as penalties. They are reasonable estimates of anticipated harm to the State caused by Purchaser's breach. These liquidated damages provisions are agreed to by the State and Purchaser with the understanding of the difficulty of proving loss and the inconvenience or infeasibility of obtaining an adequate remedy. These liquidated damages provisions provide greater certainty for the Purchaser by allowing the Purchaser to better assess its responsibilities under the contract.

D-026.2 Damages for Delivery Interruptions and Load Non-Acceptance

- a. Purchaser's failure to accept delivery of forest products due to an extended delivery interruption exceeding the limits as described in the G-027.2 (c) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of \$1,000.00 per each day of breach, until breach is remedied.

- b. Unless Purchaser and the State have made a prior agreement in writing, Purchaser's failure to accept at least the number of delivered loads as described in the G-027.2 (d) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of \$200 per each truck delivery not accepted, until breach is remedied.

D-027.2 Failure to Accept Forest Products Sold

Purchaser's failure to accept all or part of the forest products sold in this agreement prior to expiration or completion of the contract results in substantial injury to the State. Except for reasons other than 'Force Majeure' (G-056.2), either section a. or b. below will apply as determined by the State.

- a. When Purchaser's refusal to accept forest products does not prevent further harvesting operations, or forest products can be re-sold to another buyer acceptable to the State, Purchaser shall be liable for and pay State for actual damages plus costs, as determined by the State associated with the administration and re-sale of forest products not accepted by Purchaser under the terms of this contract.
- b. When Purchaser's refusal to accept forest products causes a stoppage of the State's harvesting operations and prevents the State from further harvest of the sale area, the actual damage to the State and associated costs are difficult to assess. The remaining value of all the forest products left in the sale area once the stoppage occurs is not readily ascertainable. Purchaser's failure to perform disrupts the State's management plans. Therefore, Purchaser agrees to pay the State as liquidated damages, a sum calculated using the following formula:

$$LD = (.35V - I) + C + A - P$$

Where:

- LD = Liquidated Damages
V = The stumpage value remaining in the sale area at the date of work stoppage. This will be determined by multiplying the contract bid rate contained in the P-028.2 clause for all sorts originating in the sale area, by the State's estimate of the remaining volume, less the cost of harvesting and delivery associated with each sort.
I = Initial Deposit
C = Costs associated with required harvesting services and road construction services prior to work stoppage but not amortized or paid.
A = Administrative fee = \$2,500.00
P = Advance payments received exceeding the value of logs delivered under this contract.

The above formula reflects the Purchaser's forfeiture of the initial deposit in accordance with clause P-010 by deducting the initial deposit from the amount owed. In no event shall the liquidated damages be less than zero. Interest on the liquidated

damage is owed from the date of the work stoppage until final payment, calculated using the following formula:

$$\text{Interest} = r \times \text{LD} \times N$$

Where:

r = daily equivalent of an annual interest at current interest rate as established by WAC 332-100-030.

N = Number of days from work stoppage to time of payment

D-030.2 Inadequate Log Accountability

Failure to provide weighing and third party scaling information result in substantial injury to the State. The potential loss of accountability is not readily ascertainable. These contractual breaches result in an increase in the potential for the delivery of forest products for which the State receives inadequate payment and causes an increase in the State's administration costs associated with this contract. The actual costs of these breaches are difficult to assess.

For these reasons, Purchaser’s payments for forest product delivery under this contract will be increased in the following amounts, as liquidated damages, to compensate the State for these breaches: \$250.00 each time a load weight is not provided as required by the contract, and \$250.00 each time load scale data is not determined and provided by a State approved third party scaling organization in accordance with this contract.

IN WITNESS WHEREOF, the Parties hereto have entered into this contract.

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Purchaser

Ken McNamee

Print Name

Northeast Region Manager

Date: _____

Date: _____

Address: _____

CORPORATE ACKNOWLEDGEMENT
(Required for both LLC and Inc. Entities)

STATE OF _____)

COUNTY OF _____)

On this _____ day of _____, 20____, before me personally appeared _____

_____ to me known to be the _____ of the corporation that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the corporation, for the uses and purposes therein mentioned, and on oath stated that (he/she was) (they were) authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public in and for the State of

My appointment expires _____

Schedule A
Sort Specifications

Sort #1: Douglas-fir and western larch 7 inches to 10 inches in diameter inside the bark. If Purchaser designates peeler lengths, then chuckability standards apply to the logs. Non-chuckable logs will be delivered to the Purchaser of Sort #3. If the Purchaser designates sawlog lengths, then all Douglas-fir and western larch sawlogs will be delivered to the Purchaser of this sort and none will be delivered to the Purchaser of Sort #3.

Sort #2: Douglas-fir and western larch 11 inches and greater in diameter inside the bark. If Purchaser designates peeler lengths, then chuckability standards apply to the logs. Non-chuckable logs will be delivered to the Purchaser of Sort #4. If the Purchaser designates sawlog lengths, then all Douglas-fir and western larch sawlogs will be delivered to the Purchaser of this sort and none will be delivered to the Purchaser of Sort #4.

Sort #3: Lodgepole pine, grand fir, Engelmann spruce, white pine, western hemlock and sub-alpine fir 7 inches to 10 inches in diameter inside the bark. See Sort #1 description for handling procedures for Douglas-fir and western larch.

Sort #4: Lodgepole pine, grand fir, Engelmann spruce, white pine, western hemlock and sub-alpine fir 11 inches and greater in diameter inside the bark. See Sort #2 description for handling procedures for Douglas-fir and western larch.

Sort #5: Ponderosa pine 6 inches to 10 inches in diameter inside the bark.

Sort #6: Ponderosa pine 11 inches and greater in diameter inside the bark.

Sort #7: Western red cedar 5 inches and greater in diameter inside the bark.

Sort #8: All conifer species except for ponderosa pine and western red cedar 5 inches to 6 inches in diameter inside the bark.

Sort #9: All conifer species except western red cedar 2 inches and greater in diameter inside the bark utility.

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES**

LOG SALE AND PURCHASE CONTRACT

AGREEMENT NO. 30-0100769

SALE NAME: Q KINGS SORT 03

THE STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES, HEREINAFTER ACTING SOLELY, IN ITS PROPRIETARY CAPACITY, STATE, AND PURCHASER, AGREE AS FOLLOWS:

Section G: General Terms

G-001.2 Definitions

The following definitions apply throughout this contract;

Contract Administrator: Region Manager's designee responsible for assuring that the contractual obligations of the Purchaser and Contractor are met.

Contractor: State-selected harvester responsible to perform all duties as required by the Harvesting Services Contract, including but not limited to timber harvesting, road construction, debris removal and piling, hauling and delivery of forest products for weighing and/or scaling, to the Purchasers of the timber sales Sorts.

Delivery: Occurs when logs or forest products meeting the sorting specifications arrive at the Purchasers destination, as described in the contract.

Forest Product: Any material derived from the forest for commercial use.

Harvesting: A general term, referring to the Contractor's various obligations under the Harvesting Services Contract.

Harvesting Services Contract: Contract between the Contractor and the State, which sets forth the procedures and obligations of the Contractor for completing the harvesting of timber, and the delivery of various log sorts to the State's purchasers, and the payment obligations of the State, The Harvesting Services Contract will include a Road Plan for any road construction or reconstruction, where applicable.

Log Sale and Purchase Contract: Purchase Agreement between the State and Purchaser(s) of particular log sorts from the timber sale.

Purchaser: The company or individual that has entered into a Log Sale Contract with the State for individual log sorts from the timber sale area. The Contractor must deliver the designated log sorts to this company or individual. Contractor will likely be delivering different log sorts to different purchasers under the Harvesting Services Contract.

State: The Washington State Department of Natural Resources, landowner and seller of forest products from the timber sale area. The State is represented by the Region Manager as designated on the contract signature page. Contractual obligations to the State are enforced by the Region Manager or the designated Contract Administrator.

G-010.2 Products Sold and Sale Area

Purchaser was the successful bidder on July 28, 2020 and sale was confirmed on _____. The State, as owner, agrees to sell and deliver to the Purchaser logs meeting the log sort specifications as described in the G-022.2 clause. Logs will be delivered from the Q KINGS SORTS Timber Sale described as parts of Section 16 in Township 30 North, Range 42 East, Section 30 in Township 30 North, Range 40 East, Sections 26, and 36 all in Township 30 North, Range 39 East W.M., in Stevens County.

G-022.2 Sorting Specifications

Purchaser shall accept and pay for delivery of log sorts by a state selected contractor to the designated Purchaser location that meets the following specifications:

| Agreement No. | Sort # | Description | Destination |
|----------------------|---------------|--|--------------------|
| 100769 | 3 | GF/LP/ES/WP/WH/SAF and non-chuckable DF/WL 7-10" dib | |

G-024.2 Manufacturing Standards

All forest products except poles, produced and sold under this contract will be manufactured to maximize the amount of logs meeting preferred log lengths and to achieve the average log length listed.

| Agreement No. | Sort # | Scaling Rule |
|---------------|--------|--------------|
| 100769 | 03 | ES |

| Average Log Length | Preferred Log Lengths |
|--------------------|-----------------------|
| N/A | |

"WS" indicates that west side scaling rules apply. Minimum trim is 8 inches per scaling segment for west side scaling rules. "ES" indicates that east side scaling rules apply. Minimum trim is 4 inches per scaling segment for east side scaling rules.

Poles produced under this contract will be manufactured to ANSI specifications (American National Standard Specifications and Dimensions for Wood Poles), in force at the time of signing this contract.

- a. Sweep will be limited to within the bole of the log as measured using a tape stretched between the centers of each end of the log.
- b. Logs approved by the state for peelers shall be chuckable with no more than a 2 inch diameter area of rot within a 5 inch diameter circle located at the center of either end of the log.
- c. Limbs and knots shall be cut flush, with no more than 15 percent of a log having limbs or knots over 2 inches in diameter extending more than 2 inches above the surface of the log.

G-026.2 Log Delivery Destination

Purchaser shall accept logs delivered to the destination as described in the G-022.2 clause. Purchaser may make a written request to the State for a change in log delivery destination or scaling or weighing location. If agreeable and in the best interest of the State, the State may approve the Purchaser's request. Written approval must be granted by the State prior to log delivery to a new destination or use of a new scaling or weighing facility.

Increased haul distance shall result in an increase in the P-028.2 log delivery payment rate in an amount to be calculated by the State. In no circumstance shall the payment rate for delivered logs be reduced as a result of a state approved delivery destination or scaling or weighing facility change.

Purchaser may refuse loads delivered to the wrong destination.

G-027.2 Log Delivery Schedule and Conditions

- a. Delivery hours - Purchaser agrees to accept logs from the Contractor at the Purchaser's delivery location during Purchaser's working hours or at least between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except legal holidays unless otherwise agreed upon by the State.

- b. Improperly loaded trucks - It is understood and agreed that the Purchaser incurs no obligation to accept improperly or illegally loaded trucks in its facility. Any truck so loaded may be directed to vacate the yard and shall remain the responsibility of the harvesting contractor. The Purchaser shall notify the State within 24 hours of any load (s) rejected and specify the reasons why.
- c. Log Delivery Interruptions - Purchaser may schedule times in which delivery of logs will not be accepted. The Purchaser shall notify the Contract Administrator at least five (5) working days before the scheduled interruption or closure occurs. The duration of the log delivery interruption shall not exceed seven (7) consecutive working days or a total of ten (10) working days over the duration of the contract term. If Purchaser's scheduled delivery interruption exceeds contract requirements and causes the State harm, Purchaser will be in breach of contract and subject to liquidated damages as per the D-026.2 and D-027.2 clauses, unless Purchaser and the State have made a prior agreement in writing to mitigate potential harm to the State.
- d. Required Acceptance of Daily Load Deliveries and Notification - If the State is harmed by purchaser's refusal to accept up to 10 truck deliveries of any one sort per day, Purchaser will be in breach of contract and subject to damages as per the D-026.2 and D-027.2 clauses. A truck delivery is all the wood delivered including sorts on super trucks, mule trains and pups brought to the delivery point by a single truck. The Purchaser shall notify the Contract Administrator at least 48 hours in advance if:
 - 1. Purchaser intends to limit the number of truck deliveries accepted on any day to less than that listed above, or
 - 2. Purchaser intends to limit the number of truck deliveries accepted on any day to the number listed above.
- e. State Notification to Purchaser - The State will notify the Purchaser when it anticipates or schedules an interruption of deliveries and when it anticipates the number of truck deliveries on any day will exceed the number listed above.
- f. If payments are not received or, the State determines that the payment security has become unsatisfactory or, a demand is made against the payment security under the P-045.2 clause the State shall suspend deliveries until such time as the violation has been remedied. Any suspension of deliveries due to late payment or inadequate payment security will be considered a Log Delivery Interruption under (c) of this clause.

G-030.2 Contract Term and Expiration Date

Purchaser agrees to accept and pay for forest products delivered through the period ending March 31, 2021.

G-050.2 Contract Term Extension

Contract extensions and any other conditions subject to the extension as agreed to by the Purchaser and State, must be formalized in writing, signed by Purchaser and State.

G-054.2 Early Contract Termination

The State may terminate this contract in whole or in part by giving fifteen (15) days written notice to the Purchaser when it is in the best interests of the State. If this contract is so terminated, the State shall be liable only for the return of that portion of the initial deposit that is not required for payment, and the return of unapplied payments. The State shall not be liable for damages, whether direct or consequential.

G-056.2 Force Majeure

No Party shall be liable for any failure to perform its obligations, other than payments due, where such failure is as a result of Acts of Nature (including fire, flood, earthquake, storm, or other natural disaster), war, act of foreign enemies, hostilities (whether war is declared or not), terrorist activities, government sanction, fire, labor dispute, strike or lockout.

Any Party asserting Force Majeure as an excuse shall have the burden of proving that reasonable steps were taken (under the circumstances) to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other Party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

In the event of Force Majeure, the State reserves the right to terminate this agreement in accordance with clause G-054.2 'Early Contract Termination'.

G-060.2 Exclusion of Warranties

The PARTIES AGREE that the IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE and ALL OTHER WARRANTIES EXPRESSED OR IMPLIED ARE EXCLUDED from this transaction and shall not apply to the goods to be harvested or sold. For example, THE FOLLOWING SPECIFIC MATTERS ARE NOT WARRANTED, and are EXCLUDED from this transaction:

- a. The MERCHANTABILITY of the forest products. The use of the term "merchantable" in any document is not intended to vary the foregoing.
- b. The CONDITION of the forest products. The forest products will be conveyed "AS IS."

- c. THE VOLUME, WEIGHT, QUANTITY, OR QUALITY, of the forest products to be harvested. The descriptions of the forest products to be conveyed, are estimates only, made solely for administrative and identification purposes. The timing of forest product deliveries.
- d. Items contained in any other documents prepared for or by the State.

G-065 Regulatory Disclaimer

The State disclaims any responsibility for, or liability relating to, regulatory actions by any government agency, including actions pursuant to the Forest Practices Act, Ch. 76.09 RCW that may affect the operability of the timber sale.

G-070.2 Limitation on Damage

In the event of a breach of any provision of this contract by the State, the liability of the State shall be limited to return of the unused initial deposit and unapplied payments to the Purchaser. The State shall not be liable for any damages, whether direct, incidental, or consequential.

G-112.2 Title

The State hereby warrants that State is the owner of said logs and has the right to sell same, free of liens, encumbrances, or claims, but subject to trade restrictions promulgated in WAC 240-15-015. Purchaser assumes title and all risk and responsibility for said logs upon delivery.

G-116.2 Sustainable Forestry Initiative® (SFI) Certification

Forest products purchased under this contract are certified as being in conformance with the Sustainable Forestry Initiative program Standard under certificate number: BV-SFIS-US09000572.

G-160.2 Agents

The State's rights and duties will be exercised by the Region Manager at Colville, Washington. The Region Manager will notify Purchaser in writing who is responsible for administering the contract. The Region Manager has sole authority to waive, modify, or amend the terms of this contract in the manner prescribed in clause G-180. No agent, employee, or representative of the State has any authority to bind the State to any affirmation, representation, or warranty concerning the logs conveyed beyond the terms of this contract.

The Purchaser agrees to notify the State in writing of their authorized representative at the log delivery destination who will be readily available and who shall be authorized to receive, on behalf of the Purchaser any instructions or notices given by the State in regard to performance under this contract, and any limits to this person's authority.

G-180 Modifications

Waivers, modifications, or amendments of the terms of this contract must be in writing signed by Purchaser and the State.

G-190 Contract Complete

This contract is the final expression of the Parties' agreement. There are no understandings, agreements, or representations, expressed or implied, which are not specified in this contract.

G-200.2 Notice

Notices required to be given under the following clauses shall be in writing and shall be delivered to the State or Purchaser's authorized agent or sent by certified mail to the Purchaser's address of record, so that their receipt may be acknowledged.

G-026.2 Log Delivery Destination

G-027.2 Log Delivery and Schedule Conditions

G-210.2 Violation of Contract

All other notices required to be given under this contract shall be in writing and delivered to their respective authorized agent or mailed to the Party's post office address. Parties agree to notify the other of any change of mailing address.

G-210.2 Violation of Contract

- a. If Purchaser violates any provision of this contract, the Contract Administrator, by written notice, may suspend delivery of further loads of forest products. If the violation is capable of being remedied, the Purchaser has five (5) days after receipt of suspension notice to remedy the violation. If the violation cannot be remedied (such as violation of WAC 240-15-015) or Purchaser fails to remedy the violation within five (5) days after receipt of a suspension notice, the State may terminate the rights of the Purchaser under this contract and collect damages as described in the damages clause in this contract.
- b. The State has the right to remedy the breach in the absence of any indicated attempt by the Purchaser or if Purchaser is unable, as determined by the State, to remedy the breach. Any expense incurred by the State shall be charged to Purchaser and shall be paid within thirty (30) days of receipt of billing.
- c. If Purchaser's violation is a result of a failure to make payment to the State when due, in addition to (a.) above, interest shall accrue on the unpaid balance at 12 percent per annum, beginning the date payment was due. The State may secure payments from the security provided.

G-240.2 Dispute Resolution

The following procedures apply in the event of a dispute regarding interpretation or administration of this contract and the parties agree that these procedures must be followed before a lawsuit can be initiated.

- a. In the event of a dispute, Purchaser must make a written request to the Region Manager for resolution prior to seeking other relief.

- b. The Region Manager will issue a written decision on Purchaser's request within five business days.
- c. Within five business days of receipt of the Region Manager's decision, the Purchaser may make a written request for resolution to the Deputy Supervisor - Uplands of the Department of Natural Resources.
- d. Unless otherwise agreed, the Deputy Supervisor - Uplands will hold a conference within 15 calendar days of the receipt of Purchaser's request for review of the Region Manager's written decision. Purchaser and the Region Manager will have an opportunity to present their positions. The Deputy Supervisor - Uplands will issue a decision within a reasonable time of being presented with both Parties' positions.

G-252.2 Forest Excise Tax

Purchaser shall be responsible for payment of all forest excise taxes pursuant to chapter 84.33 RCW.

G-253.2 Harvesting Cost Information

The State agrees to supply all harvesting cost information to the Purchaser for their consideration in payment of forest excise taxes.

G-260 Venue

This contract shall be governed by the laws of the State of Washington. In the event of a lawsuit involving this contract, venue shall be proper only in Thurston County Superior Court.

G-330.2 Contract Review

Purchaser may arrange with the Contract Administrator to review the provisions of this contract prior to the delivery of forest products.

Section P: Payments and Securities

P-010 Initial Deposit

Purchaser paid DATA MISSING initial deposit, which will be maintained pursuant to RCW 79.15.100(3). If the operating authority on this contract expires without Purchaser's payment of the full amount specified in the 'Payment for Forest Products' clause, the initial deposit will be immediately forfeited to the State, and will be offset against Purchaser's remaining balance due. Any excess initial deposit funds not needed to ensure full payment of the contract price, or not needed to complete any remaining obligations of the Purchaser existing after contract expiration, will be refunded to the Purchaser.

P-028.2 Payment for Forest Products Delivered

Purchaser agrees to pay the State for delivered forest products at the following rate:

\$0.00/Ton

\$0.00/MBF for incorrect species delivery*

Purchaser agrees to increase the above delivered payment rate as approved by the State in the event the location of delivery is changed per the G-026.2 clause.

Purchaser will not be billed for any delivered logs that are scaled as containing metal.

*When two or more log sorts from this project are delivered to the same destination, the species contained in them are not eligible for the species price reduction.

P-036.2 Missorts and Payment Reduction for Delivered Forest Products

Forest Products delivered that do not meet the sorting specifications in G-022.2 are considered mis-sorts. Purchaser receiving mis-sort Forest Products is required to pay the State at the bid price under this contract.

However, when mis-sorted Forest Products amount to more than 5% of the total delivered sort volume, Purchaser may request approval for payment reduction for delivered volume exceeding the mis-sort threshold.

Requests for payment reduction must be submitted to the State in writing prior to contract expiration. Eligibility for mis-sort payment reduction is subject to State approval and shall be determined by the State's delivered product analysis. Forest Products determined by the State eligible for mis-sort price reduction are not eligible for any other price adjustments.

Payment reduction for Forest Products deemed mis-sorted will be calculated as follows:

$$\text{Payment Reduction} = (B \times M) \times R$$

Where:

B = Bid rate from P-028.2 clause

M = Mis-sorted volume exceeding threshold excluding utility

R = Reduction factor*

0.2 for diameter mis-sort

0.3 for high quality mis-sort

*Logs eligible for payment reduction based on multiple reduction factors will be calculated at the higher payment reduction factor.

Third-party scaling organization information is required to determine Scribner mbf for payment reduction purposes. Value will be derived from the applicable sort value as described in this contract.

Scale information for determining mis-sort payment reduction eligibility must be obtained from roll-out scale. Truck-ramp, sample scaling, and/or bundle scaling information is not acceptable for determining eligibility.

Purchaser's exclusive remedy for mis-sorts shall be the payment reduction described in this clause, notwithstanding other provisions in the Uniform Commercial Code

P-037.2 Mismatch and Payment Reduction for Delivered Forest Products

Forest Products delivered that do not meet preferred log length specifications or multiples or combinations of preferred lengths and Forest Products delivered not meeting manufacturing standards as described in clause G-024.2 are considered mis-manufactured. Purchaser receiving mis-manufactured Forest Products is required to pay the State at the bid price under this contract.

However, when mis-manufactured Forest Products amount to more than 8% of the total delivered sort volume, Purchaser may request approval for payment reduction for delivered volume exceeding the mis-manufacture threshold.

Requests for payment reduction must be submitted to the State in writing prior to contract expiration. Eligibility for mis-manufacture payment reduction is subject to State approval and shall be determined by the State's delivered product analysis. Forest Products determined by the State eligible for mis-manufacture price reductions are not eligible for any other price adjustments.

Payment reduction for Forest Products deemed mis-manufactured will be calculated as follows:

$$\text{Payment Reduction} = (B \times M) \times (0.2)$$

Where:

B = Bid rate from P-028.2 clause

M = Mis-manufactured volume exceeding threshold excluding utility

Third-party scaling organization information is required to determine Scribner mbf for payment reduction purposes. Value will be derived from the applicable sort value as described in this contract.

Scale information for determining mis-manufacture payment reduction eligibility must be obtained from roll-out scale. Truck-ramp, sample scaling, and/or bundle scaling information is not acceptable for determining eligibility.

Purchaser's exclusive remedy for mis-manufacture shall be the payment reduction described in this clause, notwithstanding other provisions in the Uniform Commercial Code.

P-039.2 Tonnage Sort Payment Reduction Requirements

Purchaser must provide a plan in writing, acceptable to the State, to acquire third party Scribner mbf scaling information in order to be eligible for a payment reduction for a tonnage sort according to clauses P-036.2 or P-037.2. Logs delivered and accepted by the Purchaser prior to the State's acceptance of Purchaser's written payment reduction plan are not eligible for payment reduction.

Failure of Purchaser to provide sample scale data in a timely, accurate and legible basis will void an approved sample scale plan.

An approved payment reduction plan can be voided at the sole discretion of the State.

For the purpose of tonnage sort payment reduction requests, preferred log lengths for tonnage sawlog sorts shall include the following plus any additional lengths identified in clause G-024.2:

| Species Type | Preferred Lengths |
|----------------|--|
| Conifer Sorts | 16', 20', 24', 26', 32', 40' |
| Hardwood Sorts | 18', 20', 26', 28', 30', 36', 38', 40' |

P-040.2 Weighing and Scaling Costs

Purchaser agrees to pay for all weighing costs for logs delivered regardless if logs are purchased on a weight or scale basis. In addition, Purchaser agrees to pay for all scaling costs for logs delivered on a scale basis. Purchaser also agrees to pay for all costs associated with the transmission and reporting of scale or weight data.

P-045.2 Guarantee of Payment

Prior to the delivery of forest products and at a date determined by the State, Purchaser shall guarantee payment to the State for products delivered by posting with the State an approved payment security. If the Purchaser has purchased more than one sort, the payment securities may be consolidated for all the sorts. Acceptable payment security includes cash, certificate of deposit assignment, payment bond, savings account assignment, or irrevocable bank letter of credit.

The amount of payment security shall be determined by the State. The amount of payment security shall represent at least 30 days value of forest product deliveries. Payment security for products delivered will be used to guarantee payment to the State for late or non-payments.

If at any time the State determines that the security has become unsatisfactory or a demand is made against the payment security, the Purchaser agrees to increase the amount or replace the security with one acceptable to the state within 5 business days. Failure to increase the amount or replace the security is considered a breach of contract.

P-050.2 Billing and Payment Procedure for Forest Products Delivered

The State will compute and forward to Purchaser a billing statement of charges for forest products delivered during the billing period at the delivered rate shown in P-028.2 clause. After receipt of the billing statement, Purchaser's payment must be received by the Department of Natural Resources on or before the due date shown on the billing statement. Purchaser agrees to make payment, payable to the Department of Natural Resources. Failure to pay on time for forest products delivered is considered a breach of contract.

Included with the billing statement will be a summary report for the billing period compiled by the State or their log and load reporting service.

The State will adjust final billings to account for any State approved payment reductions.

P-080 Payment Account Refund

Advance payments made under P-045 or P-045.2 remaining on account above the value for the charges shall be returned to Purchaser within 30 days following the final report of charges. Refunds not made within the 30 day period will accrue interest at the interest rate, as established by WAC 332-100-030, computed on a daily basis until paid.

Section L: Log Definitions and Accountability**L-010.2 Forest Products Conveyed**

Forest products conveyed are logs or parts of logs delivered meeting the sorting criteria defined by clause G-022.2 and manufacturing standards defined by clause G-024.2 of this contract

L-014.2 Sorts Delivered to Incorrect Destination

Purchaser has agreed to purchase the sort as described in the G-022.2 clause. In the event a load from a different sort is delivered to Purchaser, Purchaser may reject the load. If Purchaser receives an incorrectly delivered load, they shall notify the State within 24 hours. If the Purchaser accepts the load, provisions in the P-035.2 or P-036.2 clause may apply.

L-071.2 Log and Load Reporting Service

This contract may at the States discretion, require the services of a State approved third party log and load reporting service. Purchaser shall ensure log volume measurement, weight, or scale and weight data for each load is received by the log and load reporting service within 2 business day of logs being measured or weighed.

If during the term of this contract, the State discontinues use of the Log and Load Reporting Service, the State will notify the Purchaser in writing, and will approve an alternative log and load reporting process.

L-090 Scaling Rules

Determination of volume of any forest products shall be conducted by a state approved third party scaling organization and in accordance with the Eastside log scaling and grading rules, Region 6 taper rules, and Scribner Volume Table, revised July 1, 1972, contained in the Northwest Log Rules Eastside and Westside Log Scaling Handbook (developed and produced by the Northwest Log Rules Advisory Group) and in effect on the date of confirmation of this contract.

Special scaling specifications shall be noted on the State's Brand Designation form which is hereby incorporated to this contract by reference.

L-110 State Approval of Log Scaling and Weighing Locations

Forest Product measurement and weighing facilities required by this contract must be approved by the State. Forest products sold under the contract which require log scaling shall be scaled, measured, or counted by a State approved third party log scaling organization. Forest products sold under the contract which require weighing shall be weighed at a location that meets Washington State Department of Agriculture approval.

Prior to forest products being hauled, the Contract Administrator must authorize in writing the use of State approved measurement and/or weighing facilities that are at or en-route to final destinations. Forest products from this sale shall be measured or weighed at facilities, which are currently approved for use by the State and are currently authorized for this sale. The State reserves the right to verify load volume and weights with State employees or contractors at the State's own expense. The State reserves the right to revoke the authorization of previously approved measurement locations.

Section D: Damages**D-010 Liquidated Damages**

The clauses in the DAMAGES section of this contract provide for payments by Purchaser to the State for certain breaches of the terms of this contract. These payments are agreed to as liquidated damages and not as penalties. They are reasonable estimates of anticipated harm to the State caused by Purchaser's breach. These liquidated damages provisions are agreed to by the State and Purchaser with the understanding of the difficulty of proving loss and the inconvenience or infeasibility of obtaining an adequate remedy. These liquidated damages provisions provide greater certainty for the Purchaser by allowing the Purchaser to better assess its responsibilities under the contract.

D-026.2 Damages for Delivery Interruptions and Load Non-Acceptance

- a. Purchaser's failure to accept delivery of forest products due to an extended delivery interruption exceeding the limits as described in the G-027.2 (c) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of \$1,000.00 per each day of breach, until breach is remedied.

- b. Unless Purchaser and the State have made a prior agreement in writing, Purchaser's failure to accept at least the number of delivered loads as described in the G-027.2 (d) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of \$200 per each truck delivery not accepted, until breach is remedied.

D-027.2 Failure to Accept Forest Products Sold

Purchaser's failure to accept all or part of the forest products sold in this agreement prior to expiration or completion of the contract results in substantial injury to the State. Except for reasons other than 'Force Majeure' (G-056.2), either section a. or b. below will apply as determined by the State.

- a. When Purchaser's refusal to accept forest products does not prevent further harvesting operations, or forest products can be re-sold to another buyer acceptable to the State, Purchaser shall be liable for and pay State for actual damages plus costs, as determined by the State associated with the administration and re-sale of forest products not accepted by Purchaser under the terms of this contract.
- b. When Purchaser's refusal to accept forest products causes a stoppage of the State's harvesting operations and prevents the State from further harvest of the sale area, the actual damage to the State and associated costs are difficult to assess. The remaining value of all the forest products left in the sale area once the stoppage occurs is not readily ascertainable. Purchaser's failure to perform disrupts the State's management plans. Therefore, Purchaser agrees to pay the State as liquidated damages, a sum calculated using the following formula:

$$LD = (.35V - I) + C + A - P$$

Where:

- LD = Liquidated Damages
V = The stumpage value remaining in the sale area at the date of work stoppage. This will be determined by multiplying the contract bid rate contained in the P-028.2 clause for all sorts originating in the sale area, by the State's estimate of the remaining volume, less the cost of harvesting and delivery associated with each sort.
I = Initial Deposit
C = Costs associated with required harvesting services and road construction services prior to work stoppage but not amortized or paid.
A = Administrative fee = \$2,500.00
P = Advance payments received exceeding the value of logs delivered under this contract.

The above formula reflects the Purchaser's forfeiture of the initial deposit in accordance with clause P-010 by deducting the initial deposit from the amount owed. In no event shall the liquidated damages be less than zero. Interest on the liquidated

damage is owed from the date of the work stoppage until final payment, calculated using the following formula:

$$\text{Interest} = r \times \text{LD} \times N$$

Where:

r = daily equivalent of an annual interest at current interest rate as established by WAC 332-100-030.

N = Number of days from work stoppage to time of payment

D-030.2 Inadequate Log Accountability

Failure to provide weighing and third party scaling information result in substantial injury to the State. The potential loss of accountability is not readily ascertainable. These contractual breaches result in an increase in the potential for the delivery of forest products for which the State receives inadequate payment and causes an increase in the State's administration costs associated with this contract. The actual costs of these breaches are difficult to assess.

For these reasons, Purchaser's payments for forest product delivery under this contract will be increased in the following amounts, as liquidated damages, to compensate the State for these breaches: \$250.00 each time a load weight is not provided as required by the contract, and \$250.00 each time load scale data is not determined and provided by a State approved third party scaling organization in accordance with this contract.

IN WITNESS WHEREOF, the Parties hereto have entered into this contract.

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Purchaser

Ken McNamee

Print Name

Northeast Region Manager

Date: _____

Date: _____

Address: _____

CORPORATE ACKNOWLEDGEMENT
(Required for both LLC and Inc. Entities)

STATE OF _____)

COUNTY OF _____)

On this _____ day of _____, 20____, before me personally
appeared _____

_____ to me known to be the
_____ of the corporation
that executed the within and foregoing instrument and acknowledged said instrument to be the
free and voluntary act and deed of the corporation, for the uses and purposes therein mentioned,
and on oath stated that (he/she was) (they were) authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and
year first above written.

Notary Public in and for the State of

My appointment expires _____

Schedule A
Sort Specifications

Sort #1: Douglas-fir and western larch 7 inches to 10 inches in diameter inside the bark. If Purchaser designates peeler lengths, then chuckability standards apply to the logs. Non-chuckable logs will be delivered to the Purchaser of Sort #3. If the Purchaser designates sawlog lengths, then all Douglas-fir and western larch sawlogs will be delivered to the Purchaser of this sort and none will be delivered to the Purchaser of Sort #3.

Sort #2: Douglas-fir and western larch 11 inches and greater in diameter inside the bark. If Purchaser designates peeler lengths, then chuckability standards apply to the logs. Non-chuckable logs will be delivered to the Purchaser of Sort #4. If the Purchaser designates sawlog lengths, then all Douglas-fir and western larch sawlogs will be delivered to the Purchaser of this sort and none will be delivered to the Purchaser of Sort #4.

Sort #3: Lodgepole pine, grand fir, Engelmann spruce, white pine, western hemlock and sub-alpine fir 7 inches to 10 inches in diameter inside the bark. See Sort #1 description for handling procedures for Douglas-fir and western larch.

Sort #4: Lodgepole pine, grand fir, Engelmann spruce, white pine, western hemlock and sub-alpine fir 11 inches and greater in diameter inside the bark. See Sort #2 description for handling procedures for Douglas-fir and western larch.

Sort #5: Ponderosa pine 6 inches to 10 inches in diameter inside the bark.

Sort #6: Ponderosa pine 11 inches and greater in diameter inside the bark.

Sort #7: Western red cedar 5 inches and greater in diameter inside the bark.

Sort #8: All conifer species except for ponderosa pine and western red cedar 5 inches to 6 inches in diameter inside the bark.

Sort #9: All conifer species except western red cedar 2 inches and greater in diameter inside the bark utility.

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES**

LOG SALE AND PURCHASE CONTRACT

AGREEMENT NO. 30-0100770

SALE NAME: Q KINGS SORT 04

THE STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES, HEREINAFTER ACTING SOLELY, IN ITS PROPRIETARY CAPACITY, STATE, AND PURCHASER, AGREE AS FOLLOWS:

Section G: General Terms

G-001.2 Definitions

The following definitions apply throughout this contract;

Contract Administrator: Region Manager's designee responsible for assuring that the contractual obligations of the Purchaser and Contractor are met.

Contractor: State-selected harvester responsible to perform all duties as required by the Harvesting Services Contract, including but not limited to timber harvesting, road construction, debris removal and piling, hauling and delivery of forest products for weighing and/or scaling, to the Purchasers of the timber sales Sorts.

Delivery: Occurs when logs or forest products meeting the sorting specifications arrive at the Purchasers destination, as described in the contract.

Forest Product: Any material derived from the forest for commercial use.

Harvesting: A general term, referring to the Contractor's various obligations under the Harvesting Services Contract.

Harvesting Services Contract: Contract between the Contractor and the State, which sets forth the procedures and obligations of the Contractor for completing the harvesting of timber, and the delivery of various log sorts to the State's purchasers, and the payment obligations of the State, The Harvesting Services Contract will include a Road Plan for any road construction or reconstruction, where applicable.

Log Sale and Purchase Contract: Purchase Agreement between the State and Purchaser(s) of particular log sorts from the timber sale.

Purchaser: The company or individual that has entered into a Log Sale Contract with the State for individual log sorts from the timber sale area. The Contractor must deliver the designated log sorts to this company or individual. Contractor will likely be delivering different log sorts to different purchasers under the Harvesting Services Contract.

State: The Washington State Department of Natural Resources, landowner and seller of forest products from the timber sale area. The State is represented by the Region Manager as designated on the contract signature page. Contractual obligations to the State are enforced by the Region Manager or the designated Contract Administrator.

G-010.2 Products Sold and Sale Area

Purchaser was the successful bidder on July 28, 2020 and sale was confirmed on _____. The State, as owner, agrees to sell and deliver to the Purchaser logs meeting the log sort specifications as described in the G-022.2 clause. Logs will be delivered from the Q KINGS SORTS Timber Sale described as parts of Section 16 in Township 30 North, Range 42 East, Section 30 in Township 30 North, Range 40 East, Sections 26, and 36 all in Township 30 North, Range 39 East W.M., in Stevens County.

G-022.2 Sorting Specifications

Purchaser shall accept and pay for delivery of log sorts by a state selected contractor to the designated Purchaser location that meets the following specifications:

| Agreement No. | Sort # | Description | Destination |
|----------------------|---------------|--|--------------------|
| 100770 | 4 | GF/LP/ES/WP/WH/SAF and non- chuckable DF/WL 11"+ dib | |

HQ: Surface characteristics for high quality (HQ) log sorts will have sound tight knots not to exceed 1.5 inches in diameter, may include logs with not more than two larger knots up to 2.5 inches in diameter. Logs will have a growth ring count of 6 or more rings per inch in the outer third of the top end of the log.

G-024.2 Manufacturing Standards

All forest products except poles, produced and sold under this contract will be manufactured to maximize the amount of logs meeting preferred log lengths and to achieve the average log length listed.

| Agreement No. | Sort # | Scaling Rule |
|----------------------|---------------|---------------------|
| 100770 | 04 | ES |

| Average Log Length | Preferred Log Lengths |
|---------------------------|------------------------------|
| N/A | |

"WS" indicates that west side scaling rules apply. Minimum trim is 8 inches per scaling segment for west side scaling rules. "ES" indicates that east side scaling rules apply. Minimum trim is 4 inches per scaling segment for east side scaling rules.

Poles produced under this contract will be manufactured to ANSI specifications (American National Standard Specifications and Dimensions for Wood Poles), in force at the time of signing this contract.

- a. Sweep will be limited to within the bole of the log as measured using a tape stretched between the centers of each end of the log.
- b. Logs approved by the state for peelers shall be chuckable with no more than a 2 inch diameter area of rot within a 5 inch diameter circle located at the center of either end of the log.
- c. Limbs and knots shall be cut flush, with no more than 15 percent of a log having limbs or knots over 2 inches in diameter extending more than 2 inches above the surface of the log.

G-025 Schedules

The following attached schedules are hereby incorporated by reference:

| Schedule | Title |
|----------|---------------------|
| A | Sort Specifications |

G-026.2 Log Delivery Destination

Purchaser shall accept logs delivered to the destination as described in the G-022.2 clause. Purchaser may make a written request to the State for a change in log delivery destination or scaling or weighing location. If agreeable and in the best interest of the State, the State may approve the Purchaser's request. Written approval must be granted by the State prior to log delivery to a new destination or use of a new scaling or weighing facility.

Increased haul distance shall result in an increase in the P-028.2 log delivery payment rate in an amount to be calculated by the State. In no circumstance shall the payment rate for delivered logs be reduced as a result of a state approved delivery destination or scaling or weighing facility change.

Purchaser may refuse loads delivered to the wrong destination.

G-027.2 Log Delivery Schedule and Conditions

- a. Delivery hours - Purchaser agrees to accept logs from the Contractor at the Purchaser's delivery location during Purchaser's working hours or at least between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except legal holidays unless otherwise agreed upon by the State.
- b. Improperly loaded trucks - It is understood and agreed that the Purchaser incurs no obligation to accept improperly or illegally loaded trucks in its facility. Any truck so loaded may be directed to vacate the yard and shall remain the responsibility of the harvesting contractor. The Purchaser shall notify the State within 24 hours of any load (s) rejected and specify the reasons why.
- c. Log Delivery Interruptions - Purchaser may schedule times in which delivery of logs will not be accepted. The Purchaser shall notify the Contract Administrator at least five (5) working days before the scheduled interruption or closure occurs. The duration of the log delivery interruption shall not exceed seven (7) consecutive working days or a total of ten (10) working days over the duration of the contract term. If Purchaser's scheduled delivery interruption exceeds contract requirements and causes the State harm, Purchaser will be in breach of contract and subject to liquidated damages as per the D-026.2 and D-027.2 clauses, unless Purchaser and the State have made a prior agreement in writing to mitigate potential harm to the State.
- d. Required Acceptance of Daily Load Deliveries and Notification - If the State is harmed by purchaser's refusal to accept up to 10 truck deliveries of any one sort per day, Purchaser will be in breach of contract and subject to damages as per the D-026.2 and D-027.2 clauses. A truck delivery is all the wood delivered including sorts on super trucks, mule trains and pups brought to the delivery point by a single truck. The Purchaser shall notify the Contract Administrator at least 48 hours in advance if:
 1. Purchaser intends to limit the number of truck deliveries accepted on any day to less than that listed above, or
 2. Purchaser intends to limit the number of truck deliveries accepted on any day to the number listed above.
- e. State Notification to Purchaser - The State will notify the Purchaser when it anticipates or schedules an interruption of deliveries and when it anticipates

the number of truck deliveries on any day will exceed the number listed above.

- f. If payments are not received or, the State determines that the payment security has become unsatisfactory or, a demand is made against the payment security under the P-045.2 clause the State shall suspend deliveries until such time as the violation has been remedied. Any suspension of deliveries due to late payment or inadequate payment security will be considered a Log Delivery Interruption under (c) of this clause.

G-030.2 Contract Term and Expiration Date

Purchaser agrees to accept and pay for forest products delivered through the period ending March 31, 2021.

G-050.2 Contract Term Extension

Contract extensions and any other conditions subject to the extension as agreed to by the Purchaser and State, must be formalized in writing, signed by Purchaser and State.

G-054.2 Early Contract Termination

The State may terminate this contract in whole or in part by giving fifteen (15) days written notice to the Purchaser when it is in the best interests of the State. If this contract is so terminated, the State shall be liable only for the return of that portion of the initial deposit that is not required for payment, and the return of unapplied payments. The State shall not be liable for damages, whether direct or consequential.

G-056.2 Force Majeure

No Party shall be liable for any failure to perform its obligations, other than payments due, where such failure is as a result of Acts of Nature (including fire, flood, earthquake, storm, or other natural disaster), war, act of foreign enemies, hostilities (whether war is declared or not), terrorist activities, government sanction, fire, labor dispute, strike or lockout.

Any Party asserting Force Majeure as an excuse shall have the burden of proving that reasonable steps were taken (under the circumstances) to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other Party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

In the event of Force Majeure, the State reserves the right to terminate this agreement in accordance with clause G-054.2 'Early Contract Termination'.

G-060.2 Exclusion of Warranties

The PARTIES AGREE that the IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE and ALL OTHER WARRANTIES EXPRESSED OR IMPLIED ARE EXCLUDED from this transaction and shall not apply to the goods to be harvested or sold. For example, THE FOLLOWING

SPECIFIC MATTERS ARE NOT WARRANTED, and are EXCLUDED from this transaction:

- a. The MERCHANTABILITY of the forest products. The use of the term "merchantable" in any document is not intended to vary the foregoing.
- b. The CONDITION of the forest products. The forest products will be conveyed "AS IS."
- c. THE VOLUME, WEIGHT, QUANTITY, OR QUALITY, of the forest products to be harvested. The descriptions of the forest products to be conveyed, are estimates only, made solely for administrative and identification purposes. The timing of forest product deliveries.
- d. Items contained in any other documents prepared for or by the State.

G-065 Regulatory Disclaimer

The State disclaims any responsibility for, or liability relating to, regulatory actions by any government agency, including actions pursuant to the Forest Practices Act, Ch. 76.09 RCW that may affect the operability of the timber sale.

G-070.2 Limitation on Damage

In the event of a breach of any provision of this contract by the State, the liability of the State shall be limited to return of the unused initial deposit and unapplied payments to the Purchaser. The State shall not be liable for any damages, whether direct, incidental, or consequential.

G-112.2 Title

The State hereby warrants that State is the owner of said logs and has the right to sell same, free of liens, encumbrances, or claims, but subject to trade restrictions promulgated in WAC 240-15-015. Purchaser assumes title and all risk and responsibility for said logs upon delivery.

G-116.2 Sustainable Forestry Initiative® (SFI) Certification

Forest products purchased under this contract are certified as being in conformance with the Sustainable Forestry Initiative program Standard under certificate number: BV-SFIS-US09000572.

G-160.2 Agents

The State's rights and duties will be exercised by the Region Manager at Colville, Washington. The Region Manager will notify Purchaser in writing who is responsible for administering the contract. The Region Manager has sole authority to waive, modify, or amend the terms of this contract in the manner prescribed in clause G-180. No agent, employee, or representative of the State has any authority to bind the State to any affirmation, representation, or warranty concerning the logs conveyed beyond the terms of this contract.

The Purchaser agrees to notify the State in writing of their authorized representative at the log delivery destination who will be readily available and who shall be authorized to receive, on behalf of the Purchaser any instructions or notices given by the State in regard to performance under this contract, and any limits to this person's authority.

G-180 Modifications

Waivers, modifications, or amendments of the terms of this contract must be in writing signed by Purchaser and the State.

G-190 Contract Complete

This contract is the final expression of the Parties' agreement. There are no understandings, agreements, or representations, expressed or implied, which are not specified in this contract.

G-200.2 Notice

Notices required to be given under the following clauses shall be in writing and shall be delivered to the State or Purchaser's authorized agent or sent by certified mail to the Purchaser's address of record, so that their receipt may be acknowledged.

G-026.2 Log Delivery Destination

G-027.2 Log Delivery and Schedule Conditions

G-210.2 Violation of Contract

All other notices required to be given under this contract shall be in writing and delivered to their respective authorized agent or mailed to the Party's post office address. Parties agree to notify the other of any change of mailing address.

G-210.2 Violation of Contract

- a. If Purchaser violates any provision of this contract, the Contract Administrator, by written notice, may suspend delivery of further loads of forest products. If the violation is capable of being remedied, the Purchaser has five (5) days after receipt of suspension notice to remedy the violation. If the violation cannot be remedied (such as violation of WAC 240-15-015) or Purchaser fails to remedy the violation within five (5) days after receipt of a suspension notice, the State may terminate the rights of the Purchaser under this contract and collect damages as described in the damages clause in this contract.
- b. The State has the right to remedy the breach in the absence of any indicated attempt by the Purchaser or if Purchaser is unable, as determined by the State, to remedy the breach. Any expense incurred by the State shall be charged to Purchaser and shall be paid within thirty (30) days of receipt of billing.
- c. If Purchaser's violation is a result of a failure to make payment to the State when due, in addition to (a.) above, interest shall accrue on the unpaid balance at 12 percent per annum, beginning the date payment was due. The State may secure payments from the security provided.

G-240.2 Dispute Resolution

The following procedures apply in the event of a dispute regarding interpretation or administration of this contract and the parties agree that these procedures must be followed before a lawsuit can be initiated.

- a. In the event of a dispute, Purchaser must make a written request to the Region Manager for resolution prior to seeking other relief.
- b. The Region Manager will issue a written decision on Purchaser's request within five business days.
- c. Within five business days of receipt of the Region Manager's decision, the Purchaser may make a written request for resolution to the Deputy Supervisor - Uplands of the Department of Natural Resources.
- d. Unless otherwise agreed, the Deputy Supervisor - Uplands will hold a conference within 15 calendar days of the receipt of Purchaser's request for review of the Region Manager's written decision. Purchaser and the Region Manager will have an opportunity to present their positions. The Deputy Supervisor - Uplands will issue a decision within a reasonable time of being presented with both Parties' positions.

G-252.2 Forest Excise Tax

Purchaser shall be responsible for payment of all forest excise taxes pursuant to chapter 84.33 RCW.

G-253.2 Harvesting Cost Information

The State agrees to supply all harvesting cost information to the Purchaser for their consideration in payment of forest excise taxes.

G-260 Venue

This contract shall be governed by the laws of the State of Washington. In the event of a lawsuit involving this contract, venue shall be proper only in Thurston County Superior Court.

G-330.2 Contract Review

Purchaser may arrange with the Contract Administrator to review the provisions of this contract prior to the delivery of forest products.

Section P: Payments and Securities**P-010 Initial Deposit**

Purchaser paid DATA MISSING initial deposit, which will be maintained pursuant to RCW 79.15.100(3). If the operating authority on this contract expires without Purchaser's payment of the full amount specified in the 'Payment for Forest Products' clause, the initial deposit will be immediately forfeited to the State, and will be offset against Purchaser's remaining balance due. Any excess initial deposit funds not needed

to ensure full payment of the contract price, or not needed to complete any remaining obligations of the Purchaser existing after contract expiration, will be refunded to the Purchaser.

P-028.2 Payment for Forest Products Delivered

Purchaser agrees to pay the State for delivered forest products at the following rate:

\$0.00/Ton

\$0.00/MBF for incorrect species delivery*

Purchaser agrees to increase the above delivered payment rate as approved by the State in the event the location of delivery is changed per the G-026.2 clause.

Purchaser will not be billed for any delivered logs that are scaled as containing metal.

*When two or more log sorts from this project are delivered to the same destination, the species contained in them are not eligible for the species price reduction.

P-036.2 Missorts and Payment Reduction for Delivered Forest Products

Forest Products delivered that do not meet the sorting specifications in G-022.2 are considered mis-sorts. Purchaser receiving mis-sort Forest Products is required to pay the State at the bid price under this contract.

However, when mis-sorted Forest Products amount to more than 5% of the total delivered sort volume, Purchaser may request approval for payment reduction for delivered volume exceeding the mis-sort threshold.

Requests for payment reduction must be submitted to the State in writing prior to contract expiration. Eligibility for mis-sort payment reduction is subject to State approval and shall be determined by the State's delivered product analysis. Forest Products determined by the State eligible for mis-sort price reduction are not eligible for any other price adjustments.

Payment reduction for Forest Products deemed mis-sorted will be calculated as follows:

$$\text{Payment Reduction} = (B \times M) \times R$$

Where:

B = Bid rate from P-028.2 clause

M = Mis-sorted volume exceeding threshold excluding utility

R = Reduction factor*

0.2 for diameter mis-sort

0.3 for high quality mis-sort

*Logs eligible for payment reduction based on multiple reduction factors will be calculated at the higher payment reduction factor.

Third-party scaling organization information is required to determine Scribner mbf for payment reduction purposes. Value will be derived from the applicable sort value as described in this contract.

Scale information for determining mis-sort payment reduction eligibility must be obtained from roll-out scale. Truck-ramp, sample scaling, and/or bundle scaling information is not acceptable for determining eligibility.

Purchaser's exclusive remedy for mis-sorts shall be the payment reduction described in this clause, notwithstanding other provisions in the Uniform Commercial Code

P-037.2 Mismanufacture and Payment Reduction for Delivered Forest Products

Forest Products delivered that do not meet preferred log length specifications or multiples or combinations of preferred lengths and Forest Products delivered not meeting manufacturing standards as described in clause G-024.2 are considered mis-manufactured. Purchaser receiving mis-manufactured Forest Products is required to pay the State at the bid price under this contract.

However, when mis-manufactured Forest Products amount to more than 8% of the total delivered sort volume, Purchaser may request approval for payment reduction for delivered volume exceeding the mis-manufacture threshold.

Requests for payment reduction must be submitted to the State in writing prior to contract expiration. Eligibility for mis-manufacture payment reduction is subject to State approval and shall be determined by the State's delivered product analysis. Forest Products determined by the State eligible for mis-manufacture price reductions are not eligible for any other price adjustments.

Payment reduction for Forest Products deemed mis-manufactured will be calculated as follows:

$$\text{Payment Reduction} = (B \times M) \times (0.2)$$

Where:

B = Bid rate from P-028.2 clause

M = Mis-manufactured volume exceeding threshold excluding utility

Third-party scaling organization information is required to determine Scribner mbf for payment reduction purposes. Value will be derived from the applicable sort value as described in this contract.

Scale information for determining mis-manufacture payment reduction eligibility must be obtained from roll-out scale. Truck-ramp, sample scaling, and/or bundle scaling information is not acceptable for determining eligibility.

Purchaser's exclusive remedy for mis-manufacture shall be the payment reduction described in this clause, notwithstanding other provisions in the Uniform Commercial Code.

P-039.2 Tonnage Sort Payment Reduction Requirements

Purchaser must provide a plan in writing, acceptable to the State, to acquire third party Scribner mbf scaling information in order to be eligible for a payment reduction for a tonnage sort according to clauses P-036.2 or P-037.2. Logs delivered and accepted by the Purchaser prior to the State's acceptance of Purchaser's written payment reduction plan are not eligible for payment reduction.

Failure of Purchaser to provide sample scale data in a timely, accurate and legible basis will void an approved sample scale plan.

An approved payment reduction plan can be voided at the sole discretion of the State.

For the purpose of tonnage sort payment reduction requests, preferred log lengths for tonnage sawlog sorts shall include the following plus any additional lengths identified in clause G-024.2:

| Species Type | Preferred Lengths |
|----------------|--|
| Conifer Sorts | 16', 20', 24', 26', 32', 40' |
| Hardwood Sorts | 18', 20', 26', 28', 30', 36', 38', 40' |

P-040.2 Weighing and Scaling Costs

Purchaser agrees to pay for all weighing costs for logs delivered regardless if logs are purchased on a weight or scale basis. In addition, Purchaser agrees to pay for all scaling costs for logs delivered on a scale basis. Purchaser also agrees to pay for all costs associated with the transmission and reporting of scale or weight data.

P-045.2 Guarantee of Payment

Prior to the delivery of forest products and at a date determined by the State, Purchaser shall guarantee payment to the State for products delivered by posting with the State an approved payment security. If the Purchaser has purchased more than one sort, the payment securities may be consolidated for all the sorts. Acceptable payment security includes cash, certificate of deposit assignment, payment bond, savings account assignment, or irrevocable bank letter of credit.

The amount of payment security shall be determined by the State. The amount of payment security shall represent at least 30 days value of forest product deliveries. Payment security for products delivered will be used to guarantee payment to the State for late or non-payments.

If at any time the State determines that the security has become unsatisfactory or a demand is made against the payment security, the Purchaser agrees to increase the

amount or replace the security with one acceptable to the state within 5 business days. Failure to increase the amount or replace the security is considered a breach of contract.

P-050.2 Billing and Payment Procedure for Forest Products Delivered

The State will compute and forward to Purchaser a billing statement of charges for forest products delivered during the billing period at the delivered rate shown in P-028.2 clause. After receipt of the billing statement, Purchaser's payment must be received by the Department of Natural Resources on or before the due date shown on the billing statement. Purchaser agrees to make payment, payable to the Department of Natural Resources. Failure to pay on time for forest products delivered is considered a breach of contract.

Included with the billing statement will be a summary report for the billing period compiled by the State or their log and load reporting service.

The State will adjust final billings to account for any State approved payment reductions.

P-080 Payment Account Refund

Advance payments made under P-045 or P-045.2 remaining on account above the value for the charges shall be returned to Purchaser within 30 days following the final report of charges. Refunds not made within the 30 day period will accrue interest at the interest rate, as established by WAC 332-100-030, computed on a daily basis until paid.

Section L: Log Definitions and Accountability

L-010.2 Forest Products Conveyed

Forest products conveyed are logs or parts of logs delivered meeting the sorting criteria defined by clause G-022.2 and manufacturing standards defined by clause G-024.2 of this contract

L-014.2 Sorts Delivered to Incorrect Destination

Purchaser has agreed to purchase the sort as described in the G-022.2 clause. In the event a load from a different sort is delivered to Purchaser, Purchaser may reject the load. If Purchaser receives an incorrectly delivered load, they shall notify the State within 24 hours. If the Purchaser accepts the load, provisions in the P-035.2 or P-036.2 clause may apply.

L-071.2 Log and Load Reporting Service

This contract may at the States discretion, require the services of a State approved third party log and load reporting service. Purchaser shall ensure log volume measurement, weight, or scale and weight data for each load is received by the log and load reporting service within 2 business day of logs being measured or weighed.

If during the term of this contract, the State discontinues use of the Log and Load Reporting Service, the State will notify the Purchaser in writing, and will approve an alternative log and load reporting process.

L-090 Scaling Rules

Determination of volume of any forest products shall be conducted by a state approved third party scaling organization and in accordance with the Eastside log scaling and grading rules, Region 6 taper rules, and Scribner Volume Table, revised July 1, 1972, contained in the Northwest Log Rules Eastside and Westside Log Scaling Handbook (developed and produced by the Northwest Log Rules Advisory Group) and in effect on the date of confirmation of this contract.

Special scaling specifications shall be noted on the State's Brand Designation form which is hereby incorporated to this contract by reference.

L-110 State Approval of Log Scaling and Weighing Locations

Forest Product measurement and weighing facilities required by this contract must be approved by the State. Forest products sold under the contract which require log scaling shall be scaled, measured, or counted by a State approved third party log scaling organization. Forest products sold under the contract which require weighing shall be weighed at a location that meets Washington State Department of Agriculture approval.

Prior to forest products being hauled, the Contract Administrator must authorize in writing the use of State approved measurement and/or weighing facilities that are at or en-route to final destinations. Forest products from this sale shall be measured or weighed at facilities, which are currently approved for use by the State and are currently authorized for this sale. The State reserves the right to verify load volume and weights with State employees or contractors at the State's own expense. The State reserves the right to revoke the authorization of previously approved measurement locations.

Section D: Damages**D-010 Liquidated Damages**

The clauses in the DAMAGES section of this contract provide for payments by Purchaser to the State for certain breaches of the terms of this contract. These payments are agreed to as liquidated damages and not as penalties. They are reasonable estimates of anticipated harm to the State caused by Purchaser's breach. These liquidated damages provisions are agreed to by the State and Purchaser with the understanding of the difficulty of proving loss and the inconvenience or infeasibility of obtaining an adequate remedy. These liquidated damages provisions provide greater certainty for the Purchaser by allowing the Purchaser to better assess its responsibilities under the contract.

D-026.2 Damages for Delivery Interruptions and Load Non-Acceptance

- a. Purchaser's failure to accept delivery of forest products due to an extended delivery interruption exceeding the limits as described in the G-027.2 (c) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of \$1,000.00 per each day of breach, until breach is remedied.

- b. Unless Purchaser and the State have made a prior agreement in writing, Purchaser's failure to accept at least the number of delivered loads as described in the G-027.2 (d) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of \$200 per each truck delivery not accepted, until breach is remedied.

D-027.2 Failure to Accept Forest Products Sold

Purchaser's failure to accept all or part of the forest products sold in this agreement prior to expiration or completion of the contract results in substantial injury to the State. Except for reasons other than 'Force Majeure' (G-056.2), either section a. or b. below will apply as determined by the State.

- a. When Purchaser's refusal to accept forest products does not prevent further harvesting operations, or forest products can be re-sold to another buyer acceptable to the State, Purchaser shall be liable for and pay State for actual damages plus costs, as determined by the State associated with the administration and re-sale of forest products not accepted by Purchaser under the terms of this contract.
- b. When Purchaser's refusal to accept forest products causes a stoppage of the State's harvesting operations and prevents the State from further harvest of the sale area, the actual damage to the State and associated costs are difficult to assess. The remaining value of all the forest products left in the sale area once the stoppage occurs is not readily ascertainable. Purchaser's failure to perform disrupts the State's management plans. Therefore, Purchaser agrees to pay the State as liquidated damages, a sum calculated using the following formula:

$$LD = (.35V - I) + C + A - P$$

Where:

- LD = Liquidated Damages
V = The stumpage value remaining in the sale area at the date of work stoppage. This will be determined by multiplying the contract bid rate contained in the P-028.2 clause for all sorts originating in the sale area, by the State's estimate of the remaining volume, less the cost of harvesting and delivery associated with each sort.
I = Initial Deposit
C = Costs associated with required harvesting services and road construction services prior to work stoppage but not amortized or paid.
A = Administrative fee = \$2,500.00
P = Advance payments received exceeding the value of logs delivered under this contract.

The above formula reflects the Purchaser's forfeiture of the initial deposit in accordance with clause P-010 by deducting the initial deposit from the amount owed. In no event shall the liquidated damages be less than zero. Interest on the liquidated

damage is owed from the date of the work stoppage until final payment, calculated using the following formula:

Interest = r x LD x N

Where:

r = daily equivalent of an annual interest at current interest rate as established by WAC 332-100-030.

N = Number of days from work stoppage to time of payment

D-030.2 Inadequate Log Accountability

Failure to provide weighing and third party scaling information result in substantial injury to the State. The potential loss of accountability is not readily ascertainable. These contractual breaches result in an increase in the potential for the delivery of forest products for which the State receives inadequate payment and causes an increase in the State's administration costs associated with this contract. The actual costs of these breaches are difficult to assess.

For these reasons, Purchaser's payments for forest product delivery under this contract will be increased in the following amounts, as liquidated damages, to compensate the State for these breaches: \$250.00 each time a load weight is not provided as required by the contract, and \$250.00 each time load scale data is not determined and provided by a State approved third party scaling organization in accordance with this contract.

IN WITNESS WHEREOF, the Parties hereto have entered into this contract.

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Purchaser

Ken McNamee

Print Name

Northeast Region Manager

Date: _____

Date: _____

Address: _____

CORPORATE ACKNOWLEDGEMENT
(Required for both LLC and Inc. Entities)

STATE OF _____)

COUNTY OF _____)

On this _____ day of _____, 20____, before me personally appeared _____

_____ to me known to be the _____ of the corporation that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the corporation, for the uses and purposes therein mentioned, and on oath stated that (he/she was) (they were) authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public in and for the State of

My appointment expires _____

Schedule A
Sort Specifications

Sort #1: Douglas-fir and western larch 7 inches to 10 inches in diameter inside the bark. If Purchaser designates peeler lengths, then chuckability standards apply to the logs. Non-chuckable logs will be delivered to the Purchaser of Sort #3. If the Purchaser designates sawlog lengths, then all Douglas-fir and western larch sawlogs will be delivered to the Purchaser of this sort and none will be delivered to the Purchaser of Sort #3.

Sort #2: Douglas-fir and western larch 11 inches and greater in diameter inside the bark. If Purchaser designates peeler lengths, then chuckability standards apply to the logs. Non-chuckable logs will be delivered to the Purchaser of Sort #4. If the Purchaser designates sawlog lengths, then all Douglas-fir and western larch sawlogs will be delivered to the Purchaser of this sort and none will be delivered to the Purchaser of Sort #4.

Sort #3: Lodgepole pine, grand fir, Engelmann spruce, white pine, western hemlock and sub-alpine fir 7 inches to 10 inches in diameter inside the bark. See Sort #1 description for handling procedures for Douglas-fir and western larch.

Sort #4: Lodgepole pine, grand fir, Engelmann spruce, white pine, western hemlock and sub-alpine fir 11 inches and greater in diameter inside the bark. See Sort #2 description for handling procedures for Douglas-fir and western larch.

Sort #5: Ponderosa pine 6 inches to 10 inches in diameter inside the bark.

Sort #6: Ponderosa pine 11 inches and greater in diameter inside the bark.

Sort #7: Western red cedar 5 inches and greater in diameter inside the bark.

Sort #8: All conifer species except for ponderosa pine and western red cedar 5 inches to 6 inches in diameter inside the bark.

Sort #9: All conifer species except western red cedar 2 inches and greater in diameter inside the bark utility.

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES**

LOG SALE AND PURCHASE CONTRACT

AGREEMENT NO. 30-0100771

SALE NAME: Q KINGS SORT 05

**THE STATE OF WASHINGTON DEPARTMENT OF NATURAL
RESOURCES, HEREINAFTER ACTING SOLELY, IN ITS PROPRIETARY
CAPACITY, STATE, AND PURCHASER, AGREE AS FOLLOWS:**

Section G: General Terms

G-001.2 Definitions

The following definitions apply throughout this contract;

Contract Administrator: Region Manager's designee responsible for assuring that the contractual obligations of the Purchaser and Contractor are met.

Contractor: State-selected harvester responsible to perform all duties as required by the Harvesting Services Contract, including but not limited to timber harvesting, road construction, debris removal and piling, hauling and delivery of forest products for weighing and/or scaling, to the Purchasers of the timber sales Sorts.

Delivery: Occurs when logs or forest products meeting the sorting specifications arrive at the Purchasers destination, as described in the contract.

Forest Product: Any material derived from the forest for commercial use.

Harvesting: A general term, referring to the Contractor's various obligations under the Harvesting Services Contract.

Harvesting Services Contract: Contract between the Contractor and the State, which sets forth the procedures and obligations of the Contractor for completing the harvesting of timber, and the delivery of various log sorts to the State’s purchasers, and the payment obligations of the State, The Harvesting Services Contract will include a Road Plan for any road construction or reconstruction, where applicable.

Log Sale and Purchase Contract: Purchase Agreement between the State and Purchaser(s) of particular log sorts from the timber sale.

Purchaser: The company or individual that has entered into a Log Sale Contract with the State for individual log sorts from the timber sale area. The Contractor must deliver the designated log sorts to this company or individual. Contractor will likely be delivering different log sorts to different purchasers under the Harvesting Services Contract.

State: The Washington State Department of Natural Resources, landowner and seller of forest products from the timber sale area. The State is represented by the Region Manager as designated on the contract signature page. Contractual obligations to the State are enforced by the Region Manager or the designated Contract Administrator.

G-010.2 Products Sold and Sale Area

Purchaser was the successful bidder on July 28, 2020 and sale was confirmed on _____. The State, as owner, agrees to sell and deliver to the Purchaser logs meeting the log sort specifications as described in the G-022.2 clause. Logs will be delivered from the Q KINGS SORTS Timber Sale described as parts of Section 16 in Township 30 North, Range 42 East, Section 30 in Township 30 North, Range 40 East, Sections 26, and 36 all in Township 30 North, Range 39 East W.M., in Stevens County.

G-022.2 Sorting Specifications

Purchaser shall accept and pay for delivery of log sorts by a state selected contractor to the designated Purchaser location that meets the following specifications:

| Agreement No. | Sort # | Description | Destination |
|---------------|--------|--------------|-------------|
| 100771 | 5 | PP 6-10" dib | |

HQ: Surface characteristics for high quality (HQ) log sorts will have sound tight knots not to exceed 1.5 inches in diameter, may include logs with not more than two larger knots up to 2.5 inches in diameter. Logs will have a growth ring count of 6 or more rings per inch in the outer third of the top end of the log.

Unless otherwise listed in the table above, no blue stain is allowed in ponderosa pine sorts.

G-024.2 Manufacturing Standards

All forest products except poles, produced and sold under this contract will be manufactured to maximize the amount of logs meeting preferred log lengths and to achieve the average log length listed.

| Agreement No. | Sort # | Scaling Rule |
|----------------------|---------------|---------------------|
| 100771 | 05 | ES |

| Average Log Length | Preferred Log Lengths |
|---------------------------|------------------------------|
| N/A | |

"WS" indicates that west side scaling rules apply. Minimum trim is 8 inches per scaling segment for west side scaling rules. "ES" indicates that east side scaling rules apply. Minimum trim is 4 inches per scaling segment for east side scaling rules.

Poles produced under this contract will be manufactured to ANSI specifications (American National Standard Specifications and Dimensions for Wood Poles), in force at the time of signing this contract.

- a. Sweep will be limited to within the bole of the log as measured using a tape stretched between the centers of each end of the log.
- b. Logs approved by the state for peelers shall be chuckable with no more than a 2 inch diameter area of rot within a 5 inch diameter circle located at the center of either end of the log.
- c. Limbs and knots shall be cut flush, with no more than 15 percent of a log having limbs or knots over 2 inches in diameter extending more than 2 inches above the surface of the log.

G-025 Schedules

The following attached schedules are hereby incorporated by reference:

| Schedule | Title |
|----------|---------------------|
| A | Sort Specifications |

G-026.2 Log Delivery Destination

Purchaser shall accept logs delivered to the destination as described in the G-022.2 clause. Purchaser may make a written request to the State for a change in log delivery destination or scaling or weighing location. If agreeable and in the best interest of the State, the State may approve the Purchaser's request. Written approval must be granted by the State prior to log delivery to a new destination or use of a new scaling or weighing facility.

Increased haul distance shall result in an increase in the P-028.2 log delivery payment rate in an amount to be calculated by the State. In no circumstance shall the payment rate for delivered logs be reduced as a result of a state approved delivery destination or scaling or weighing facility change.

Purchaser may refuse loads delivered to the wrong destination.

G-027.2 Log Delivery Schedule and Conditions

- a. Delivery hours - Purchaser agrees to accept logs from the Contractor at the Purchaser's delivery location during Purchaser's working hours or at least between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except legal holidays unless otherwise agreed upon by the State.
- b. Improperly loaded trucks - It is understood and agreed that the Purchaser incurs no obligation to accept improperly or illegally loaded trucks in its facility. Any truck so loaded may be directed to vacate the yard and shall remain the responsibility of the harvesting contractor. The Purchaser shall notify the State within 24 hours of any load (s) rejected and specify the reasons why.
- c. Log Delivery Interruptions - Purchaser may schedule times in which delivery of logs will not be accepted. The Purchaser shall notify the Contract Administrator at least five (5) working days before the scheduled interruption or closure occurs. The duration of the log delivery interruption shall not exceed seven (7) consecutive working days or a total of ten (10) working days over the duration of the contract term. If Purchaser's scheduled delivery interruption exceeds contract requirements and causes the State harm, Purchaser will be in breach of contract and subject to liquidated damages as per the D-026.2 and D-027.2 clauses, unless Purchaser and the State have made a prior agreement in writing to mitigate potential harm to the State.
- d. Required Acceptance of Daily Load Deliveries and Notification - If the State is harmed by purchaser's refusal to accept up to 10 truck deliveries of any one sort per day, Purchaser will be in breach of contract and subject to damages as per the D-026.2 and D-027.2 clauses. A truck delivery is all the wood delivered including sorts on super trucks, mule trains and pups brought to the delivery point by a single truck. The Purchaser shall notify the Contract Administrator at least 48 hours in advance if:
 1. Purchaser intends to limit the number of truck deliveries accepted on any day to less than that listed above, or
 2. Purchaser intends to limit the number of truck deliveries accepted on any day to the number listed above.
- e. State Notification to Purchaser - The State will notify the Purchaser when it anticipates or schedules an interruption of deliveries and when it anticipates

the number of truck deliveries on any day will exceed the number listed above.

- f. If payments are not received or, the State determines that the payment security has become unsatisfactory or, a demand is made against the payment security under the P-045.2 clause the State shall suspend deliveries until such time as the violation has been remedied. Any suspension of deliveries due to late payment or inadequate payment security will be considered a Log Delivery Interruption under (c) of this clause.

G-030.2 Contract Term and Expiration Date

Purchaser agrees to accept and pay for forest products delivered through the period ending March 31, 2021.

G-050.2 Contract Term Extension

Contract extensions and any other conditions subject to the extension as agreed to by the Purchaser and State, must be formalized in writing, signed by Purchaser and State.

G-054.2 Early Contract Termination

The State may terminate this contract in whole or in part by giving fifteen (15) days written notice to the Purchaser when it is in the best interests of the State. If this contract is so terminated, the State shall be liable only for the return of that portion of the initial deposit that is not required for payment, and the return of unapplied payments. The State shall not be liable for damages, whether direct or consequential.

G-056.2 Force Majeure

No Party shall be liable for any failure to perform its obligations, other than payments due, where such failure is as a result of Acts of Nature (including fire, flood, earthquake, storm, or other natural disaster), war, act of foreign enemies, hostilities (whether war is declared or not), terrorist activities, government sanction, fire, labor dispute, strike or lockout.

Any Party asserting Force Majeure as an excuse shall have the burden of proving that reasonable steps were taken (under the circumstances) to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other Party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

In the event of Force Majeure, the State reserves the right to terminate this agreement in accordance with clause G-054.2 'Early Contract Termination'.

G-060.2 Exclusion of Warranties

The PARTIES AGREE that the IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE and ALL OTHER WARRANTIES EXPRESSED OR IMPLIED ARE EXCLUDED from this transaction and shall not apply to the goods to be harvested or sold. For example, THE FOLLOWING

SPECIFIC MATTERS ARE NOT WARRANTED, and are EXCLUDED from this transaction:

- a. The MERCHANTABILITY of the forest products. The use of the term "merchantable" in any document is not intended to vary the foregoing.
- b. The CONDITION of the forest products. The forest products will be conveyed "AS IS."
- c. THE VOLUME, WEIGHT, QUANTITY, OR QUALITY, of the forest products to be harvested. The descriptions of the forest products to be conveyed, are estimates only, made solely for administrative and identification purposes. The timing of forest product deliveries.
- d. Items contained in any other documents prepared for or by the State.

G-065 Regulatory Disclaimer

The State disclaims any responsibility for, or liability relating to, regulatory actions by any government agency, including actions pursuant to the Forest Practices Act, Ch. 76.09 RCW that may affect the operability of the timber sale.

G-070.2 Limitation on Damage

In the event of a breach of any provision of this contract by the State, the liability of the State shall be limited to return of the unused initial deposit and unapplied payments to the Purchaser. The State shall not be liable for any damages, whether direct, incidental, or consequential.

G-112.2 Title

The State hereby warrants that State is the owner of said logs and has the right to sell same, free of liens, encumbrances, or claims, but subject to trade restrictions promulgated in WAC 240-15-015. Purchaser assumes title and all risk and responsibility for said logs upon delivery.

G-116.2 Sustainable Forestry Initiative® (SFI) Certification

Forest products purchased under this contract are certified as being in conformance with the Sustainable Forestry Initiative program Standard under certificate number: BV-SFIS-US09000572.

G-160.2 Agents

The State's rights and duties will be exercised by the Region Manager at Colville, Washington. The Region Manager will notify Purchaser in writing who is responsible for administering the contract. The Region Manager has sole authority to waive, modify, or amend the terms of this contract in the manner prescribed in clause G-180. No agent, employee, or representative of the State has any authority to bind the State to any affirmation, representation, or warranty concerning the logs conveyed beyond the terms of this contract.

The Purchaser agrees to notify the State in writing of their authorized representative at the log delivery destination who will be readily available and who shall be authorized to receive, on behalf of the Purchaser any instructions or notices given by the State in regard to performance under this contract, and any limits to this person's authority.

G-180 Modifications

Waivers, modifications, or amendments of the terms of this contract must be in writing signed by Purchaser and the State.

G-190 Contract Complete

This contract is the final expression of the Parties' agreement. There are no understandings, agreements, or representations, expressed or implied, which are not specified in this contract.

G-200.2 Notice

Notices required to be given under the following clauses shall be in writing and shall be delivered to the State or Purchaser's authorized agent or sent by certified mail to the Purchaser's address of record, so that their receipt may be acknowledged.

G-026.2 Log Delivery Destination

G-027.2 Log Delivery and Schedule Conditions

G-210.2 Violation of Contract

All other notices required to be given under this contract shall be in writing and delivered to their respective authorized agent or mailed to the Party's post office address. Parties agree to notify the other of any change of mailing address.

G-210.2 Violation of Contract

- a. If Purchaser violates any provision of this contract, the Contract Administrator, by written notice, may suspend delivery of further loads of forest products. If the violation is capable of being remedied, the Purchaser has five (5) days after receipt of suspension notice to remedy the violation. If the violation cannot be remedied (such as violation of WAC 240-15-015) or Purchaser fails to remedy the violation within five (5) days after receipt of a suspension notice, the State may terminate the rights of the Purchaser under this contract and collect damages as described in the damages clause in this contract.
- b. The State has the right to remedy the breach in the absence of any indicated attempt by the Purchaser or if Purchaser is unable, as determined by the State, to remedy the breach. Any expense incurred by the State shall be charged to Purchaser and shall be paid within thirty (30) days of receipt of billing.
- c. If Purchaser's violation is a result of a failure to make payment to the State when due, in addition to (a.) above, interest shall accrue on the unpaid balance at 12 percent per annum, beginning the date payment was due. The State may secure payments from the security provided.

G-240.2 Dispute Resolution

The following procedures apply in the event of a dispute regarding interpretation or administration of this contract and the parties agree that these procedures must be followed before a lawsuit can be initiated.

- a. In the event of a dispute, Purchaser must make a written request to the Region Manager for resolution prior to seeking other relief.
- b. The Region Manager will issue a written decision on Purchaser's request within five business days.
- c. Within five business days of receipt of the Region Manager's decision, the Purchaser may make a written request for resolution to the Deputy Supervisor - Uplands of the Department of Natural Resources.
- d. Unless otherwise agreed, the Deputy Supervisor - Uplands will hold a conference within 15 calendar days of the receipt of Purchaser's request for review of the Region Manager's written decision. Purchaser and the Region Manager will have an opportunity to present their positions. The Deputy Supervisor - Uplands will issue a decision within a reasonable time of being presented with both Parties' positions.

G-252.2 Forest Excise Tax

Purchaser shall be responsible for payment of all forest excise taxes pursuant to chapter 84.33 RCW.

G-253.2 Harvesting Cost Information

The State agrees to supply all harvesting cost information to the Purchaser for their consideration in payment of forest excise taxes.

G-260 Venue

This contract shall be governed by the laws of the State of Washington. In the event of a lawsuit involving this contract, venue shall be proper only in Thurston County Superior Court.

G-330.2 Contract Review

Purchaser may arrange with the Contract Administrator to review the provisions of this contract prior to the delivery of forest products.

Section P: Payments and Securities**P-010 Initial Deposit**

Purchaser paid DATA MISSING initial deposit, which will be maintained pursuant to RCW 79.15.100(3). If the operating authority on this contract expires without Purchaser's payment of the full amount specified in the 'Payment for Forest Products' clause, the initial deposit will be immediately forfeited to the State, and will be offset against Purchaser's remaining balance due. Any excess initial deposit funds not needed

to ensure full payment of the contract price, or not needed to complete any remaining obligations of the Purchaser existing after contract expiration, will be refunded to the Purchaser.

P-028.2 Payment for Forest Products Delivered

Purchaser agrees to pay the State for delivered forest products at the following rate:

\$0.00/Ton

\$0.00/MBF for incorrect species delivery*

Purchaser agrees to increase the above delivered payment rate as approved by the State in the event the location of delivery is changed per the G-026.2 clause.

Purchaser will not be billed for any delivered logs that are scaled as containing metal.

*When two or more log sorts from this project are delivered to the same destination, the species contained in them are not eligible for the species price reduction.

P-036.2 Missorts and Payment Reduction for Delivered Forest Products

Forest Products delivered that do not meet the sorting specifications in G-022.2 are considered mis-sorts. Purchaser receiving mis-sort Forest Products is required to pay the State at the bid price under this contract.

However, when mis-sorted Forest Products amount to more than 5% of the total delivered sort volume, Purchaser may request approval for payment reduction for delivered volume exceeding the mis-sort threshold.

Requests for payment reduction must be submitted to the State in writing prior to contract expiration. Eligibility for mis-sort payment reduction is subject to State approval and shall be determined by the State's delivered product analysis. Forest Products determined by the State eligible for mis-sort price reduction are not eligible for any other price adjustments.

Payment reduction for Forest Products deemed mis-sorted will be calculated as follows:

$$\text{Payment Reduction} = (B \times M) \times R$$

Where:

B = Bid rate from P-028.2 clause

M = Mis-sorted volume exceeding threshold excluding utility

R = Reduction factor*

0.2 for diameter mis-sort

0.3 for high quality mis-sort

*Logs eligible for payment reduction based on multiple reduction factors will be calculated at the higher payment reduction factor.

Third-party scaling organization information is required to determine Scribner mbf for payment reduction purposes. Value will be derived from the applicable sort value as described in this contract.

Scale information for determining mis-sort payment reduction eligibility must be obtained from roll-out scale. Truck-ramp, sample scaling, and/or bundle scaling information is not acceptable for determining eligibility.

Purchaser's exclusive remedy for mis-sorts shall be the payment reduction described in this clause, notwithstanding other provisions in the Uniform Commercial Code

P-037.2 Mismanufacture and Payment Reduction for Delivered Forest Products

Forest Products delivered that do not meet preferred log length specifications or multiples or combinations of preferred lengths and Forest Products delivered not meeting manufacturing standards as described in clause G-024.2 are considered mis-manufactured. Purchaser receiving mis-manufactured Forest Products is required to pay the State at the bid price under this contract.

However, when mis-manufactured Forest Products amount to more than 8% of the total delivered sort volume, Purchaser may request approval for payment reduction for delivered volume exceeding the mis-manufacture threshold.

Requests for payment reduction must be submitted to the State in writing prior to contract expiration. Eligibility for mis-manufacture payment reduction is subject to State approval and shall be determined by the State's delivered product analysis. Forest Products determined by the State eligible for mis-manufacture price reductions are not eligible for any other price adjustments.

Payment reduction for Forest Products deemed mis-manufactured will be calculated as follows:

$$\text{Payment Reduction} = (B \times M) \times (0.2)$$

Where:

B = Bid rate from P-028.2 clause

M = Mis-manufactured volume exceeding threshold excluding utility

Third-party scaling organization information is required to determine Scribner mbf for payment reduction purposes. Value will be derived from the applicable sort value as described in this contract.

Scale information for determining mis-manufacture payment reduction eligibility must be obtained from roll-out scale. Truck-ramp, sample scaling, and/or bundle scaling information is not acceptable for determining eligibility.

Purchaser's exclusive remedy for mis-manufacture shall be the payment reduction described in this clause, notwithstanding other provisions in the Uniform Commercial Code.

P-039.2 Tonnage Sort Payment Reduction Requirements

Purchaser must provide a plan in writing, acceptable to the State, to acquire third party Scribner mbf scaling information in order to be eligible for a payment reduction for a tonnage sort according to clauses P-036.2 or P-037.2. Logs delivered and accepted by the Purchaser prior to the State's acceptance of Purchaser's written payment reduction plan are not eligible for payment reduction.

Failure of Purchaser to provide sample scale data in a timely, accurate and legible basis will void an approved sample scale plan.

An approved payment reduction plan can be voided at the sole discretion of the State.

For the purpose of tonnage sort payment reduction requests, preferred log lengths for tonnage sawlog sorts shall include the following plus any additional lengths identified in clause G-024.2:

| Species Type | Preferred Lengths |
|----------------|--|
| Conifer Sorts | 16', 20', 24', 26', 32', 40' |
| Hardwood Sorts | 18', 20', 26', 28', 30', 36', 38', 40' |

P-040.2 Weighing and Scaling Costs

Purchaser agrees to pay for all weighing costs for logs delivered regardless if logs are purchased on a weight or scale basis. In addition, Purchaser agrees to pay for all scaling costs for logs delivered on a scale basis. Purchaser also agrees to pay for all costs associated with the transmission and reporting of scale or weight data.

P-045.2 Guarantee of Payment

Prior to the delivery of forest products and at a date determined by the State, Purchaser shall guarantee payment to the State for products delivered by posting with the State an approved payment security. If the Purchaser has purchased more than one sort, the payment securities may be consolidated for all the sorts. Acceptable payment security includes cash, certificate of deposit assignment, payment bond, savings account assignment, or irrevocable bank letter of credit.

The amount of payment security shall be determined by the State. The amount of payment security shall represent at least 30 days value of forest product deliveries. Payment security for products delivered will be used to guarantee payment to the State for late or non-payments.

If at any time the State determines that the security has become unsatisfactory or a demand is made against the payment security, the Purchaser agrees to increase the

amount or replace the security with one acceptable to the state within 5 business days. Failure to increase the amount or replace the security is considered a breach of contract.

P-050.2 Billing and Payment Procedure for Forest Products Delivered

The State will compute and forward to Purchaser a billing statement of charges for forest products delivered during the billing period at the delivered rate shown in P-028.2 clause. After receipt of the billing statement, Purchaser's payment must be received by the Department of Natural Resources on or before the due date shown on the billing statement. Purchaser agrees to make payment, payable to the Department of Natural Resources. Failure to pay on time for forest products delivered is considered a breach of contract.

Included with the billing statement will be a summary report for the billing period compiled by the State or their log and load reporting service.

The State will adjust final billings to account for any State approved payment reductions.

P-080 Payment Account Refund

Advance payments made under P-045 or P-045.2 remaining on account above the value for the charges shall be returned to Purchaser within 30 days following the final report of charges. Refunds not made within the 30 day period will accrue interest at the interest rate, as established by WAC 332-100-030, computed on a daily basis until paid.

Section L: Log Definitions and Accountability

L-010.2 Forest Products Conveyed

Forest products conveyed are logs or parts of logs delivered meeting the sorting criteria defined by clause G-022.2 and manufacturing standards defined by clause G-024.2 of this contract

L-014.2 Sorts Delivered to Incorrect Destination

Purchaser has agreed to purchase the sort as described in the G-022.2 clause. In the event a load from a different sort is delivered to Purchaser, Purchaser may reject the load. If Purchaser receives an incorrectly delivered load, they shall notify the State within 24 hours. If the Purchaser accepts the load, provisions in the P-035.2 or P-036.2 clause may apply.

L-071.2 Log and Load Reporting Service

This contract may at the States discretion, require the services of a State approved third party log and load reporting service. Purchaser shall ensure log volume measurement, weight, or scale and weight data for each load is received by the log and load reporting service within 2 business day of logs being measured or weighed.

If during the term of this contract, the State discontinues use of the Log and Load Reporting Service, the State will notify the Purchaser in writing, and will approve an alternative log and load reporting process.

L-090 Scaling Rules

Determination of volume of any forest products shall be conducted by a state approved third party scaling organization and in accordance with the Eastside log scaling and grading rules, Region 6 taper rules, and Scribner Volume Table, revised July 1, 1972, contained in the Northwest Log Rules Eastside and Westside Log Scaling Handbook (developed and produced by the Northwest Log Rules Advisory Group) and in effect on the date of confirmation of this contract.

Special scaling specifications shall be noted on the State's Brand Designation form which is hereby incorporated to this contract by reference.

L-110 State Approval of Log Scaling and Weighing Locations

Forest Product measurement and weighing facilities required by this contract must be approved by the State. Forest products sold under the contract which require log scaling shall be scaled, measured, or counted by a State approved third party log scaling organization. Forest products sold under the contract which require weighing shall be weighed at a location that meets Washington State Department of Agriculture approval.

Prior to forest products being hauled, the Contract Administrator must authorize in writing the use of State approved measurement and/or weighing facilities that are at or en-route to final destinations. Forest products from this sale shall be measured or weighed at facilities, which are currently approved for use by the State and are currently authorized for this sale. The State reserves the right to verify load volume and weights with State employees or contractors at the State's own expense. The State reserves the right to revoke the authorization of previously approved measurement locations.

Section D: Damages**D-010 Liquidated Damages**

The clauses in the DAMAGES section of this contract provide for payments by Purchaser to the State for certain breaches of the terms of this contract. These payments are agreed to as liquidated damages and not as penalties. They are reasonable estimates of anticipated harm to the State caused by Purchaser's breach. These liquidated damages provisions are agreed to by the State and Purchaser with the understanding of the difficulty of proving loss and the inconvenience or infeasibility of obtaining an adequate remedy. These liquidated damages provisions provide greater certainty for the Purchaser by allowing the Purchaser to better assess its responsibilities under the contract.

D-026.2 Damages for Delivery Interruptions and Load Non-Acceptance

- a. Purchaser's failure to accept delivery of forest products due to an extended delivery interruption exceeding the limits as described in the G-027.2 (c) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of \$1,000.00 per each day of breach, until breach is remedied.

- b. Unless Purchaser and the State have made a prior agreement in writing, Purchaser's failure to accept at least the number of delivered loads as described in the G-027.2 (d) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of \$200 per each truck delivery not accepted, until breach is remedied.

D-027.2 Failure to Accept Forest Products Sold

Purchaser's failure to accept all or part of the forest products sold in this agreement prior to expiration or completion of the contract results in substantial injury to the State. Except for reasons other than 'Force Majeure' (G-056.2), either section a. or b. below will apply as determined by the State.

- a. When Purchaser's refusal to accept forest products does not prevent further harvesting operations, or forest products can be re-sold to another buyer acceptable to the State, Purchaser shall be liable for and pay State for actual damages plus costs, as determined by the State associated with the administration and re-sale of forest products not accepted by Purchaser under the terms of this contract.
- b. When Purchaser's refusal to accept forest products causes a stoppage of the State's harvesting operations and prevents the State from further harvest of the sale area, the actual damage to the State and associated costs are difficult to assess. The remaining value of all the forest products left in the sale area once the stoppage occurs is not readily ascertainable. Purchaser's failure to perform disrupts the State's management plans. Therefore, Purchaser agrees to pay the State as liquidated damages, a sum calculated using the following formula:

$$LD = (.35V-I) + C + A - P$$

Where:

- LD = Liquidated Damages
V = The stumpage value remaining in the sale area at the date of work stoppage. This will be determined by multiplying the contract bid rate contained in the P-028.2 clause for all sorts originating in the sale area, by the State's estimate of the remaining volume, less the cost of harvesting and delivery associated with each sort.
I = Initial Deposit
C = Costs associated with required harvesting services and road construction services prior to work stoppage but not amortized or paid.
A = Administrative fee = \$2,500.00
P = Advance payments received exceeding the value of logs delivered under this contract.

The above formula reflects the Purchaser's forfeiture of the initial deposit in accordance with clause P-010 by deducting the initial deposit from the amount owed. In no event shall the liquidated damages be less than zero. Interest on the liquidated

damage is owed from the date of the work stoppage until final payment, calculated using the following formula:

$$\text{Interest} = r \times \text{LD} \times N$$

Where:

r = daily equivalent of an annual interest at current interest rate as established by WAC 332-100-030.

N = Number of days from work stoppage to time of payment

D-030.2 Inadequate Log Accountability

Failure to provide weighing and third party scaling information result in substantial injury to the State. The potential loss of accountability is not readily ascertainable. These contractual breaches result in an increase in the potential for the delivery of forest products for which the State receives inadequate payment and causes an increase in the State's administration costs associated with this contract. The actual costs of these breaches are difficult to assess.

For these reasons, Purchaser's payments for forest product delivery under this contract will be increased in the following amounts, as liquidated damages, to compensate the State for these breaches: \$250.00 each time a load weight is not provided as required by the contract, and \$250.00 each time load scale data is not determined and provided by a State approved third party scaling organization in accordance with this contract.

IN WITNESS WHEREOF, the Parties hereto have entered into this contract.

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Purchaser

Ken McNamee

Print Name

Northeast Region Manager

Date: _____

Date: _____

Address: _____

CORPORATE ACKNOWLEDGEMENT
(Required for both LLC and Inc. Entities)

STATE OF _____)

COUNTY OF _____)

On this _____ day of _____, 20____, before me personally
appeared _____

_____ to me known to be the
_____ of the corporation
that executed the within and foregoing instrument and acknowledged said instrument to be the
free and voluntary act and deed of the corporation, for the uses and purposes therein mentioned,
and on oath stated that (he/she was) (they were) authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and
year first above written.

Notary Public in and for the State of

My appointment expires _____

Schedule A
Sort Specifications

Sort #1: Douglas-fir and western larch 7 inches to 10 inches in diameter inside the bark. If Purchaser designates peeler lengths, then chuckability standards apply to the logs. Non-chuckable logs will be delivered to the Purchaser of Sort #3. If the Purchaser designates sawlog lengths, then all Douglas-fir and western larch sawlogs will be delivered to the Purchaser of this sort and none will be delivered to the Purchaser of Sort #3.

Sort #2: Douglas-fir and western larch 11 inches and greater in diameter inside the bark. If Purchaser designates peeler lengths, then chuckability standards apply to the logs. Non-chuckable logs will be delivered to the Purchaser of Sort #4. If the Purchaser designates sawlog lengths, then all Douglas-fir and western larch sawlogs will be delivered to the Purchaser of this sort and none will be delivered to the Purchaser of Sort #4.

Sort #3: Lodgepole pine, grand fir, Engelmann spruce, white pine, western hemlock and sub-alpine fir 7 inches to 10 inches in diameter inside the bark. See Sort #1 description for handling procedures for Douglas-fir and western larch.

Sort #4: Lodgepole pine, grand fir, Engelmann spruce, white pine, western hemlock and sub-alpine fir 11 inches and greater in diameter inside the bark. See Sort #2 description for handling procedures for Douglas-fir and western larch.

Sort #5: Ponderosa pine 6 inches to 10 inches in diameter inside the bark.

Sort #6: Ponderosa pine 11 inches and greater in diameter inside the bark.

Sort #7: Western red cedar 5 inches and greater in diameter inside the bark.

Sort #8: All conifer species except for ponderosa pine and western red cedar 5 inches to 6 inches in diameter inside the bark.

Sort #9: All conifer species except western red cedar 2 inches and greater in diameter inside the bark utility.

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES**

LOG SALE AND PURCHASE CONTRACT

AGREEMENT NO. 30-0100772

SALE NAME: Q KINGS SORT 06

**THE STATE OF WASHINGTON DEPARTMENT OF NATURAL
RESOURCES, HEREINAFTER ACTING SOLELY, IN ITS PROPRIETARY
CAPACITY, STATE, AND PURCHASER, AGREE AS FOLLOWS:**

Section G: General Terms

G-001.2 Definitions

The following definitions apply throughout this contract;

Contract Administrator: Region Manager's designee responsible for assuring that the contractual obligations of the Purchaser and Contractor are met.

Contractor: State-selected harvester responsible to perform all duties as required by the Harvesting Services Contract, including but not limited to timber harvesting, road construction, debris removal and piling, hauling and delivery of forest products for weighing and/or scaling, to the Purchasers of the timber sales Sorts.

Delivery: Occurs when logs or forest products meeting the sorting specifications arrive at the Purchasers destination, as described in the contract.

Forest Product: Any material derived from the forest for commercial use.

Harvesting: A general term, referring to the Contractor's various obligations under the Harvesting Services Contract.

Harvesting Services Contract: Contract between the Contractor and the State, which sets forth the procedures and obligations of the Contractor for completing the harvesting of timber, and the delivery of various log sorts to the State’s purchasers, and the payment obligations of the State, The Harvesting Services Contract will include a Road Plan for any road construction or reconstruction, where applicable.

Log Sale and Purchase Contract: Purchase Agreement between the State and Purchaser(s) of particular log sorts from the timber sale.

Purchaser: The company or individual that has entered into a Log Sale Contract with the State for individual log sorts from the timber sale area. The Contractor must deliver the designated log sorts to this company or individual. Contractor will likely be delivering different log sorts to different purchasers under the Harvesting Services Contract.

State: The Washington State Department of Natural Resources, landowner and seller of forest products from the timber sale area. The State is represented by the Region Manager as designated on the contract signature page. Contractual obligations to the State are enforced by the Region Manager or the designated Contract Administrator.

G-010.2 Products Sold and Sale Area

Purchaser was the successful bidder on July 28, 2020 and sale was confirmed on _____. The State, as owner, agrees to sell and deliver to the Purchaser logs meeting the log sort specifications as described in the G-022.2 clause. Logs will be delivered from the Q KINGS SORTS Timber Sale described as parts of Section 16 in Township 30 North, Range 42 East, Section 30 in Township 30 North, Range 40 East, Sections 26, and 36 all in Township 30 North, Range 39 East W.M., in Stevens County.

G-022.2 Sorting Specifications

Purchaser shall accept and pay for delivery of log sorts by a state selected contractor to the designated Purchaser location that meets the following specifications:

| Agreement No. | Sort # | Description | Destination |
|---------------|--------|-------------|-------------|
| 100772 | 6 | PP 11"+ dib | |

HQ: Surface characteristics for high quality (HQ) log sorts will have sound tight knots not to exceed 1.5 inches in diameter, may include logs with not more than two larger knots up to 2.5 inches in diameter. Logs will have a growth ring count of 6 or more rings per inch in the outer third of the top end of the log.

Unless otherwise listed in the table above, no blue stain is allowed in ponderosa pine sorts.

G-024.2 Manufacturing Standards

All forest products except poles, produced and sold under this contract will be manufactured to maximize the amount of logs meeting preferred log lengths and to achieve the average log length listed.

| Agreement No. | Sort # | Scaling Rule |
|----------------------|---------------|---------------------|
| 100772 | 06 | ES |

| Average Log Length | Preferred Log Lengths |
|---------------------------|------------------------------|
| N/A | |

"WS" indicates that west side scaling rules apply. Minimum trim is 8 inches per scaling segment for west side scaling rules. "ES" indicates that east side scaling rules apply. Minimum trim is 4 inches per scaling segment for east side scaling rules.

Poles produced under this contract will be manufactured to ANSI specifications (American National Standard Specifications and Dimensions for Wood Poles), in force at the time of signing this contract.

- a. Sweep will be limited to within the bole of the log as measured using a tape stretched between the centers of each end of the log.
- b. Logs approved by the state for peelers shall be chuckable with no more than a 2 inch diameter area of rot within a 5 inch diameter circle located at the center of either end of the log.
- c. Limbs and knots shall be cut flush, with no more than 15 percent of a log having limbs or knots over 2 inches in diameter extending more than 2 inches above the surface of the log.

G-025 Schedules

The following attached schedules are hereby incorporated by reference:

| Schedule | Title |
|----------|---------------------|
| A | Sort Specifications |

G-026.2 Log Delivery Destination

Purchaser shall accept logs delivered to the destination as described in the G-022.2 clause. Purchaser may make a written request to the State for a change in log delivery destination or scaling or weighing location. If agreeable and in the best interest of the State, the State may approve the Purchaser's request. Written approval must be granted by the State prior to log delivery to a new destination or use of a new scaling or weighing facility.

Increased haul distance shall result in an increase in the P-028.2 log delivery payment rate in an amount to be calculated by the State. In no circumstance shall the payment rate for delivered logs be reduced as a result of a state approved delivery destination or scaling or weighing facility change.

Purchaser may refuse loads delivered to the wrong destination.

G-027.2 Log Delivery Schedule and Conditions

- a. Delivery hours - Purchaser agrees to accept logs from the Contractor at the Purchaser's delivery location during Purchaser's working hours or at least between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except legal holidays unless otherwise agreed upon by the State.
- b. Improperly loaded trucks - It is understood and agreed that the Purchaser incurs no obligation to accept improperly or illegally loaded trucks in its facility. Any truck so loaded may be directed to vacate the yard and shall remain the responsibility of the harvesting contractor. The Purchaser shall notify the State within 24 hours of any load (s) rejected and specify the reasons why.
- c. Log Delivery Interruptions - Purchaser may schedule times in which delivery of logs will not be accepted. The Purchaser shall notify the Contract Administrator at least five (5) working days before the scheduled interruption or closure occurs. The duration of the log delivery interruption shall not exceed seven (7) consecutive working days or a total of ten (10) working days over the duration of the contract term. If Purchaser's scheduled delivery interruption exceeds contract requirements and causes the State harm, Purchaser will be in breach of contract and subject to liquidated damages as per the D-026.2 and D-027.2 clauses, unless Purchaser and the State have made a prior agreement in writing to mitigate potential harm to the State.
- d. Required Acceptance of Daily Load Deliveries and Notification - If the State is harmed by purchaser's refusal to accept up to 10 truck deliveries of any one sort per day, Purchaser will be in breach of contract and subject to damages as per the D-026.2 and D-027.2 clauses. A truck delivery is all the wood delivered including sorts on super trucks, mule trains and pups brought to the delivery point by a single truck. The Purchaser shall notify the Contract Administrator at least 48 hours in advance if:
 1. Purchaser intends to limit the number of truck deliveries accepted on any day to less than that listed above, or
 2. Purchaser intends to limit the number of truck deliveries accepted on any day to the number listed above.
- e. State Notification to Purchaser - The State will notify the Purchaser when it anticipates or schedules an interruption of deliveries and when it anticipates

the number of truck deliveries on any day will exceed the number listed above.

- f. If payments are not received or, the State determines that the payment security has become unsatisfactory or, a demand is made against the payment security under the P-045.2 clause the State shall suspend deliveries until such time as the violation has been remedied. Any suspension of deliveries due to late payment or inadequate payment security will be considered a Log Delivery Interruption under (c) of this clause.

G-030.2 Contract Term and Expiration Date

Purchaser agrees to accept and pay for forest products delivered through the period ending March 31, 2021.

G-050.2 Contract Term Extension

Contract extensions and any other conditions subject to the extension as agreed to by the Purchaser and State, must be formalized in writing, signed by Purchaser and State.

G-054.2 Early Contract Termination

The State may terminate this contract in whole or in part by giving fifteen (15) days written notice to the Purchaser when it is in the best interests of the State. If this contract is so terminated, the State shall be liable only for the return of that portion of the initial deposit that is not required for payment, and the return of unapplied payments. The State shall not be liable for damages, whether direct or consequential.

G-056.2 Force Majeure

No Party shall be liable for any failure to perform its obligations, other than payments due, where such failure is as a result of Acts of Nature (including fire, flood, earthquake, storm, or other natural disaster), war, act of foreign enemies, hostilities (whether war is declared or not), terrorist activities, government sanction, fire, labor dispute, strike or lockout.

Any Party asserting Force Majeure as an excuse shall have the burden of proving that reasonable steps were taken (under the circumstances) to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other Party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

In the event of Force Majeure, the State reserves the right to terminate this agreement in accordance with clause G-054.2 'Early Contract Termination'.

G-060.2 Exclusion of Warranties

The PARTIES AGREE that the IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE and ALL OTHER WARRANTIES EXPRESSED OR IMPLIED ARE EXCLUDED from this transaction and shall not apply to the goods to be harvested or sold. For example, THE FOLLOWING

SPECIFIC MATTERS ARE NOT WARRANTED, and are EXCLUDED from this transaction:

- a. The MERCHANTABILITY of the forest products. The use of the term "merchantable" in any document is not intended to vary the foregoing.
- b. The CONDITION of the forest products. The forest products will be conveyed "AS IS."
- c. THE VOLUME, WEIGHT, QUANTITY, OR QUALITY, of the forest products to be harvested. The descriptions of the forest products to be conveyed, are estimates only, made solely for administrative and identification purposes. The timing of forest product deliveries.
- d. Items contained in any other documents prepared for or by the State.

G-065 Regulatory Disclaimer

The State disclaims any responsibility for, or liability relating to, regulatory actions by any government agency, including actions pursuant to the Forest Practices Act, Ch. 76.09 RCW that may affect the operability of the timber sale.

G-070.2 Limitation on Damage

In the event of a breach of any provision of this contract by the State, the liability of the State shall be limited to return of the unused initial deposit and unapplied payments to the Purchaser. The State shall not be liable for any damages, whether direct, incidental, or consequential.

G-112.2 Title

The State hereby warrants that State is the owner of said logs and has the right to sell same, free of liens, encumbrances, or claims, but subject to trade restrictions promulgated in WAC 240-15-015. Purchaser assumes title and all risk and responsibility for said logs upon delivery.

G-116.2 Sustainable Forestry Initiative® (SFI) Certification

Forest products purchased under this contract are certified as being in conformance with the Sustainable Forestry Initiative program Standard under certificate number: BV-SFIS-US09000572.

G-160.2 Agents

The State's rights and duties will be exercised by the Region Manager at Colville, Washington. The Region Manager will notify Purchaser in writing who is responsible for administering the contract. The Region Manager has sole authority to waive, modify, or amend the terms of this contract in the manner prescribed in clause G-180. No agent, employee, or representative of the State has any authority to bind the State to any affirmation, representation, or warranty concerning the logs conveyed beyond the terms of this contract.

The Purchaser agrees to notify the State in writing of their authorized representative at the log delivery destination who will be readily available and who shall be authorized to receive, on behalf of the Purchaser any instructions or notices given by the State in regard to performance under this contract, and any limits to this person's authority.

G-180 Modifications

Waivers, modifications, or amendments of the terms of this contract must be in writing signed by Purchaser and the State.

G-190 Contract Complete

This contract is the final expression of the Parties' agreement. There are no understandings, agreements, or representations, expressed or implied, which are not specified in this contract.

G-200.2 Notice

Notices required to be given under the following clauses shall be in writing and shall be delivered to the State or Purchaser's authorized agent or sent by certified mail to the Purchaser's address of record, so that their receipt may be acknowledged.

G-026.2 Log Delivery Destination

G-027.2 Log Delivery and Schedule Conditions

G-210.2 Violation of Contract

All other notices required to be given under this contract shall be in writing and delivered to their respective authorized agent or mailed to the Party's post office address. Parties agree to notify the other of any change of mailing address.

G-210.2 Violation of Contract

- a. If Purchaser violates any provision of this contract, the Contract Administrator, by written notice, may suspend delivery of further loads of forest products. If the violation is capable of being remedied, the Purchaser has five (5) days after receipt of suspension notice to remedy the violation. If the violation cannot be remedied (such as violation of WAC 240-15-015) or Purchaser fails to remedy the violation within five (5) days after receipt of a suspension notice, the State may terminate the rights of the Purchaser under this contract and collect damages as described in the damages clause in this contract.
- b. The State has the right to remedy the breach in the absence of any indicated attempt by the Purchaser or if Purchaser is unable, as determined by the State, to remedy the breach. Any expense incurred by the State shall be charged to Purchaser and shall be paid within thirty (30) days of receipt of billing.
- c. If Purchaser's violation is a result of a failure to make payment to the State when due, in addition to (a.) above, interest shall accrue on the unpaid balance at 12 percent per annum, beginning the date payment was due. The State may secure payments from the security provided.

G-240.2 Dispute Resolution

The following procedures apply in the event of a dispute regarding interpretation or administration of this contract and the parties agree that these procedures must be followed before a lawsuit can be initiated.

- a. In the event of a dispute, Purchaser must make a written request to the Region Manager for resolution prior to seeking other relief.
- b. The Region Manager will issue a written decision on Purchaser's request within five business days.
- c. Within five business days of receipt of the Region Manager's decision, the Purchaser may make a written request for resolution to the Deputy Supervisor - Uplands of the Department of Natural Resources.
- d. Unless otherwise agreed, the Deputy Supervisor - Uplands will hold a conference within 15 calendar days of the receipt of Purchaser's request for review of the Region Manager's written decision. Purchaser and the Region Manager will have an opportunity to present their positions. The Deputy Supervisor - Uplands will issue a decision within a reasonable time of being presented with both Parties' positions.

G-252.2 Forest Excise Tax

Purchaser shall be responsible for payment of all forest excise taxes pursuant to chapter 84.33 RCW.

G-253.2 Harvesting Cost Information

The State agrees to supply all harvesting cost information to the Purchaser for their consideration in payment of forest excise taxes.

G-260 Venue

This contract shall be governed by the laws of the State of Washington. In the event of a lawsuit involving this contract, venue shall be proper only in Thurston County Superior Court.

G-330.2 Contract Review

Purchaser may arrange with the Contract Administrator to review the provisions of this contract prior to the delivery of forest products.

Section P: Payments and Securities**P-010 Initial Deposit**

Purchaser paid DATA MISSING initial deposit, which will be maintained pursuant to RCW 79.15.100(3). If the operating authority on this contract expires without Purchaser's payment of the full amount specified in the 'Payment for Forest Products' clause, the initial deposit will be immediately forfeited to the State, and will be offset against Purchaser's remaining balance due. Any excess initial deposit funds not needed

to ensure full payment of the contract price, or not needed to complete any remaining obligations of the Purchaser existing after contract expiration, will be refunded to the Purchaser.

P-028.2 Payment for Forest Products Delivered

Purchaser agrees to pay the State for delivered forest products at the following rate:

\$0.00/Ton

\$0.00/MBF for incorrect species delivery*

Purchaser agrees to increase the above delivered payment rate as approved by the State in the event the location of delivery is changed per the G-026.2 clause.

Purchaser will not be billed for any delivered logs that are scaled as containing metal.

*When two or more log sorts from this project are delivered to the same destination, the species contained in them are not eligible for the species price reduction.

P-036.2 Missorts and Payment Reduction for Delivered Forest Products

Forest Products delivered that do not meet the sorting specifications in G-022.2 are considered mis-sorts. Purchaser receiving mis-sort Forest Products is required to pay the State at the bid price under this contract.

However, when mis-sorted Forest Products amount to more than 5% of the total delivered sort volume, Purchaser may request approval for payment reduction for delivered volume exceeding the mis-sort threshold.

Requests for payment reduction must be submitted to the State in writing prior to contract expiration. Eligibility for mis-sort payment reduction is subject to State approval and shall be determined by the State's delivered product analysis. Forest Products determined by the State eligible for mis-sort price reduction are not eligible for any other price adjustments.

Payment reduction for Forest Products deemed mis-sorted will be calculated as follows:

$$\text{Payment Reduction} = (B \times M) \times R$$

Where:

B = Bid rate from P-028.2 clause

M = Mis-sorted volume exceeding threshold excluding utility

R = Reduction factor*

0.2 for diameter mis-sort

0.3 for high quality mis-sort

*Logs eligible for payment reduction based on multiple reduction factors will be calculated at the higher payment reduction factor.

Third-party scaling organization information is required to determine Scribner mbf for payment reduction purposes. Value will be derived from the applicable sort value as described in this contract.

Scale information for determining mis-sort payment reduction eligibility must be obtained from roll-out scale. Truck-ramp, sample scaling, and/or bundle scaling information is not acceptable for determining eligibility.

Purchaser's exclusive remedy for mis-sorts shall be the payment reduction described in this clause, notwithstanding other provisions in the Uniform Commercial Code

P-037.2 Mismanufacture and Payment Reduction for Delivered Forest Products

Forest Products delivered that do not meet preferred log length specifications or multiples or combinations of preferred lengths and Forest Products delivered not meeting manufacturing standards as described in clause G-024.2 are considered mis-manufactured. Purchaser receiving mis-manufactured Forest Products is required to pay the State at the bid price under this contract.

However, when mis-manufactured Forest Products amount to more than 8% of the total delivered sort volume, Purchaser may request approval for payment reduction for delivered volume exceeding the mis-manufacture threshold.

Requests for payment reduction must be submitted to the State in writing prior to contract expiration. Eligibility for mis-manufacture payment reduction is subject to State approval and shall be determined by the State's delivered product analysis. Forest Products determined by the State eligible for mis-manufacture price reductions are not eligible for any other price adjustments.

Payment reduction for Forest Products deemed mis-manufactured will be calculated as follows:

$$\text{Payment Reduction} = (B \times M) \times (0.2)$$

Where:

B = Bid rate from P-028.2 clause

M = Mis-manufactured volume exceeding threshold excluding utility

Third-party scaling organization information is required to determine Scribner mbf for payment reduction purposes. Value will be derived from the applicable sort value as described in this contract.

Scale information for determining mis-manufacture payment reduction eligibility must be obtained from roll-out scale. Truck-ramp, sample scaling, and/or bundle scaling information is not acceptable for determining eligibility.

Purchaser's exclusive remedy for mis-manufacture shall be the payment reduction described in this clause, notwithstanding other provisions in the Uniform Commercial Code.

P-039.2 Tonnage Sort Payment Reduction Requirements

Purchaser must provide a plan in writing, acceptable to the State, to acquire third party Scribner mbf scaling information in order to be eligible for a payment reduction for a tonnage sort according to clauses P-036.2 or P-037.2. Logs delivered and accepted by the Purchaser prior to the State's acceptance of Purchaser's written payment reduction plan are not eligible for payment reduction.

Failure of Purchaser to provide sample scale data in a timely, accurate and legible basis will void an approved sample scale plan.

An approved payment reduction plan can be voided at the sole discretion of the State.

For the purpose of tonnage sort payment reduction requests, preferred log lengths for tonnage sawlog sorts shall include the following plus any additional lengths identified in clause G-024.2:

| Species Type | Preferred Lengths |
|----------------|--|
| Conifer Sorts | 16', 20', 24', 26', 32', 40' |
| Hardwood Sorts | 18', 20', 26', 28', 30', 36', 38', 40' |

P-040.2 Weighing and Scaling Costs

Purchaser agrees to pay for all weighing costs for logs delivered regardless if logs are purchased on a weight or scale basis. In addition, Purchaser agrees to pay for all scaling costs for logs delivered on a scale basis. Purchaser also agrees to pay for all costs associated with the transmission and reporting of scale or weight data.

P-045.2 Guarantee of Payment

Prior to the delivery of forest products and at a date determined by the State, Purchaser shall guarantee payment to the State for products delivered by posting with the State an approved payment security. If the Purchaser has purchased more than one sort, the payment securities may be consolidated for all the sorts. Acceptable payment security includes cash, certificate of deposit assignment, payment bond, savings account assignment, or irrevocable bank letter of credit.

The amount of payment security shall be determined by the State. The amount of payment security shall represent at least 30 days value of forest product deliveries. Payment security for products delivered will be used to guarantee payment to the State for late or non-payments.

If at any time the State determines that the security has become unsatisfactory or a demand is made against the payment security, the Purchaser agrees to increase the

amount or replace the security with one acceptable to the state within 5 business days. Failure to increase the amount or replace the security is considered a breach of contract.

P-050.2 Billing and Payment Procedure for Forest Products Delivered

The State will compute and forward to Purchaser a billing statement of charges for forest products delivered during the billing period at the delivered rate shown in P-028.2 clause. After receipt of the billing statement, Purchaser's payment must be received by the Department of Natural Resources on or before the due date shown on the billing statement. Purchaser agrees to make payment, payable to the Department of Natural Resources. Failure to pay on time for forest products delivered is considered a breach of contract.

Included with the billing statement will be a summary report for the billing period compiled by the State or their log and load reporting service.

The State will adjust final billings to account for any State approved payment reductions.

P-080 Payment Account Refund

Advance payments made under P-045 or P-045.2 remaining on account above the value for the charges shall be returned to Purchaser within 30 days following the final report of charges. Refunds not made within the 30 day period will accrue interest at the interest rate, as established by WAC 332-100-030, computed on a daily basis until paid.

Section L: Log Definitions and Accountability

L-010.2 Forest Products Conveyed

Forest products conveyed are logs or parts of logs delivered meeting the sorting criteria defined by clause G-022.2 and manufacturing standards defined by clause G-024.2 of this contract

L-014.2 Sorts Delivered to Incorrect Destination

Purchaser has agreed to purchase the sort as described in the G-022.2 clause. In the event a load from a different sort is delivered to Purchaser, Purchaser may reject the load. If Purchaser receives an incorrectly delivered load, they shall notify the State within 24 hours. If the Purchaser accepts the load, provisions in the P-035.2 or P-036.2 clause may apply.

L-071.2 Log and Load Reporting Service

This contract may at the States discretion, require the services of a State approved third party log and load reporting service. Purchaser shall ensure log volume measurement, weight, or scale and weight data for each load is received by the log and load reporting service within 2 business day of logs being measured or weighed.

If during the term of this contract, the State discontinues use of the Log and Load Reporting Service, the State will notify the Purchaser in writing, and will approve an alternative log and load reporting process.

L-090 Scaling Rules

Determination of volume of any forest products shall be conducted by a state approved third party scaling organization and in accordance with the Eastside log scaling and grading rules, Region 6 taper rules, and Scribner Volume Table, revised July 1, 1972, contained in the Northwest Log Rules Eastside and Westside Log Scaling Handbook (developed and produced by the Northwest Log Rules Advisory Group) and in effect on the date of confirmation of this contract.

Special scaling specifications shall be noted on the State's Brand Designation form which is hereby incorporated to this contract by reference.

L-110 State Approval of Log Scaling and Weighing Locations

Forest Product measurement and weighing facilities required by this contract must be approved by the State. Forest products sold under the contract which require log scaling shall be scaled, measured, or counted by a State approved third party log scaling organization. Forest products sold under the contract which require weighing shall be weighed at a location that meets Washington State Department of Agriculture approval.

Prior to forest products being hauled, the Contract Administrator must authorize in writing the use of State approved measurement and/or weighing facilities that are at or en-route to final destinations. Forest products from this sale shall be measured or weighed at facilities, which are currently approved for use by the State and are currently authorized for this sale. The State reserves the right to verify load volume and weights with State employees or contractors at the State's own expense. The State reserves the right to revoke the authorization of previously approved measurement locations.

Section D: Damages**D-010 Liquidated Damages**

The clauses in the DAMAGES section of this contract provide for payments by Purchaser to the State for certain breaches of the terms of this contract. These payments are agreed to as liquidated damages and not as penalties. They are reasonable estimates of anticipated harm to the State caused by Purchaser's breach. These liquidated damages provisions are agreed to by the State and Purchaser with the understanding of the difficulty of proving loss and the inconvenience or infeasibility of obtaining an adequate remedy. These liquidated damages provisions provide greater certainty for the Purchaser by allowing the Purchaser to better assess its responsibilities under the contract.

D-026.2 Damages for Delivery Interruptions and Load Non-Acceptance

- a. Purchaser's failure to accept delivery of forest products due to an extended delivery interruption exceeding the limits as described in the G-027.2 (c) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of \$1,000.00 per each day of breach, until breach is remedied.

- b. Unless Purchaser and the State have made a prior agreement in writing, Purchaser's failure to accept at least the number of delivered loads as described in the G-027.2 (d) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of \$200 per each truck delivery not accepted, until breach is remedied.

D-027.2 Failure to Accept Forest Products Sold

Purchaser's failure to accept all or part of the forest products sold in this agreement prior to expiration or completion of the contract results in substantial injury to the State. Except for reasons other than 'Force Majeure' (G-056.2), either section a. or b. below will apply as determined by the State.

- a. When Purchaser's refusal to accept forest products does not prevent further harvesting operations, or forest products can be re-sold to another buyer acceptable to the State, Purchaser shall be liable for and pay State for actual damages plus costs, as determined by the State associated with the administration and re-sale of forest products not accepted by Purchaser under the terms of this contract.
- b. When Purchaser's refusal to accept forest products causes a stoppage of the State's harvesting operations and prevents the State from further harvest of the sale area, the actual damage to the State and associated costs are difficult to assess. The remaining value of all the forest products left in the sale area once the stoppage occurs is not readily ascertainable. Purchaser's failure to perform disrupts the State's management plans. Therefore, Purchaser agrees to pay the State as liquidated damages, a sum calculated using the following formula:

$$LD = (.35V-I) + C + A - P$$

Where:

- LD = Liquidated Damages
V = The stumpage value remaining in the sale area at the date of work stoppage. This will be determined by multiplying the contract bid rate contained in the P-028.2 clause for all sorts originating in the sale area, by the State's estimate of the remaining volume, less the cost of harvesting and delivery associated with each sort.
I = Initial Deposit
C = Costs associated with required harvesting services and road construction services prior to work stoppage but not amortized or paid.
A = Administrative fee = \$2,500.00
P = Advance payments received exceeding the value of logs delivered under this contract.

The above formula reflects the Purchaser's forfeiture of the initial deposit in accordance with clause P-010 by deducting the initial deposit from the amount owed. In no event shall the liquidated damages be less than zero. Interest on the liquidated

damage is owed from the date of the work stoppage until final payment, calculated using the following formula:

$$\text{Interest} = r \times \text{LD} \times N$$

Where:

r = daily equivalent of an annual interest at current interest rate as established by WAC 332-100-030.

N = Number of days from work stoppage to time of payment

D-030.2 Inadequate Log Accountability

Failure to provide weighing and third party scaling information result in substantial injury to the State. The potential loss of accountability is not readily ascertainable. These contractual breaches result in an increase in the potential for the delivery of forest products for which the State receives inadequate payment and causes an increase in the State's administration costs associated with this contract. The actual costs of these breaches are difficult to assess.

For these reasons, Purchaser's payments for forest product delivery under this contract will be increased in the following amounts, as liquidated damages, to compensate the State for these breaches: \$250.00 each time a load weight is not provided as required by the contract, and \$250.00 each time load scale data is not determined and provided by a State approved third party scaling organization in accordance with this contract.

IN WITNESS WHEREOF, the Parties hereto have entered into this contract.

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Purchaser

Ken McNamee

Print Name

Northeast Region Manager

Date: _____

Date: _____

Address: _____

CORPORATE ACKNOWLEDGEMENT
(Required for both LLC and Inc. Entities)

STATE OF _____)

COUNTY OF _____)

On this _____ day of _____, 20____, before me personally
appeared _____

_____ to me known to be the
_____ of the corporation
that executed the within and foregoing instrument and acknowledged said instrument to be the
free and voluntary act and deed of the corporation, for the uses and purposes therein mentioned,
and on oath stated that (he/she was) (they were) authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and
year first above written.

Notary Public in and for the State of

My appointment expires _____

Schedule A
Sort Specifications

Sort #1: Douglas-fir and western larch 7 inches to 10 inches in diameter inside the bark. If Purchaser designates peeler lengths, then chuckability standards apply to the logs. Non-chuckable logs will be delivered to the Purchaser of Sort #3. If the Purchaser designates sawlog lengths, then all Douglas-fir and western larch sawlogs will be delivered to the Purchaser of this sort and none will be delivered to the Purchaser of Sort #3.

Sort #2: Douglas-fir and western larch 11 inches and greater in diameter inside the bark. If Purchaser designates peeler lengths, then chuckability standards apply to the logs. Non-chuckable logs will be delivered to the Purchaser of Sort #4. If the Purchaser designates sawlog lengths, then all Douglas-fir and western larch sawlogs will be delivered to the Purchaser of this sort and none will be delivered to the Purchaser of Sort #4.

Sort #3: Lodgepole pine, grand fir, Engelmann spruce, white pine, western hemlock and sub-alpine fir 7 inches to 10 inches in diameter inside the bark. See Sort #1 description for handling procedures for Douglas-fir and western larch.

Sort #4: Lodgepole pine, grand fir, Engelmann spruce, white pine, western hemlock and sub-alpine fir 11 inches and greater in diameter inside the bark. See Sort #2 description for handling procedures for Douglas-fir and western larch.

Sort #5: Ponderosa pine 6 inches to 10 inches in diameter inside the bark.

Sort #6: Ponderosa pine 11 inches and greater in diameter inside the bark.

Sort #7: Western red cedar 5 inches and greater in diameter inside the bark.

Sort #8: All conifer species except for ponderosa pine and western red cedar 5 inches to 6 inches in diameter inside the bark.

Sort #9: All conifer species except western red cedar 2 inches and greater in diameter inside the bark utility.

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES**

LOG SALE AND PURCHASE CONTRACT

AGREEMENT NO. 30-0100773

SALE NAME: Q KINGS SORT 07

**THE STATE OF WASHINGTON DEPARTMENT OF NATURAL
RESOURCES, HEREINAFTER ACTING SOLELY, IN ITS PROPRIETARY
CAPACITY, STATE, AND PURCHASER, AGREE AS FOLLOWS:**

Section G: General Terms

G-001.2 Definitions

The following definitions apply throughout this contract;

Contract Administrator: Region Manager's designee responsible for assuring that the contractual obligations of the Purchaser and Contractor are met.

Contractor: State-selected harvester responsible to perform all duties as required by the Harvesting Services Contract, including but not limited to timber harvesting, road construction, debris removal and piling, hauling and delivery of forest products for weighing and/or scaling, to the Purchasers of the timber sales Sorts.

Delivery: Occurs when logs or forest products meeting the sorting specifications arrive at the Purchasers destination, as described in the contract.

Forest Product: Any material derived from the forest for commercial use.

Harvesting: A general term, referring to the Contractor's various obligations under the Harvesting Services Contract.

Harvesting Services Contract: Contract between the Contractor and the State, which sets forth the procedures and obligations of the Contractor for completing the harvesting of timber, and the delivery of various log sorts to the State’s purchasers, and the payment obligations of the State, The Harvesting Services Contract will include a Road Plan for any road construction or reconstruction, where applicable.

Log Sale and Purchase Contract: Purchase Agreement between the State and Purchaser(s) of particular log sorts from the timber sale.

Purchaser: The company or individual that has entered into a Log Sale Contract with the State for individual log sorts from the timber sale area. The Contractor must deliver the designated log sorts to this company or individual. Contractor will likely be delivering different log sorts to different purchasers under the Harvesting Services Contract.

State: The Washington State Department of Natural Resources, landowner and seller of forest products from the timber sale area. The State is represented by the Region Manager as designated on the contract signature page. Contractual obligations to the State are enforced by the Region Manager or the designated Contract Administrator.

G-010.2 Products Sold and Sale Area

Purchaser was the successful bidder on July 28, 2020 and sale was confirmed on _____. The State, as owner, agrees to sell and deliver to the Purchaser logs meeting the log sort specifications as described in the G-022.2 clause. Logs will be delivered from the Q KINGS SORTS Timber Sale described as parts of Section 16 in Township 30 North, Range 42 East, Section 30 in Township 30 North, Range 40 East, Sections 26, and 36 all in Township 30 North, Range 39 East W.M., in Stevens County.

G-022.2 Sorting Specifications

Purchaser shall accept and pay for delivery of log sorts by a state selected contractor to the designated Purchaser location that meets the following specifications:

| Agreement No. | Sort # | Description | Destination |
|---------------|--------|-------------|-------------|
| 100773 | 7 | WRC 5"+ dib | |

HQ: Surface characteristics for high quality (HQ) log sorts will have sound tight knots not to exceed 1.5 inches in diameter, may include logs with not more than two larger knots up to 2.5 inches in diameter. Logs will have a growth ring count of 6 or more rings per inch in the outer third of the top end of the log.

G-024.2 Manufacturing Standards

All forest products except poles, produced and sold under this contract will be manufactured to maximize the amount of logs meeting preferred log lengths and to achieve the average log length listed.

| Agreement No. | Sort # | Scaling Rule |
|----------------------|---------------|---------------------|
| 100773 | 07 | ES |

| Average Log Length | Preferred Log Lengths |
|---------------------------|------------------------------|
| N/A | |

"WS" indicates that west side scaling rules apply. Minimum trim is 8 inches per scaling segment for west side scaling rules. "ES" indicates that east side scaling rules apply. Minimum trim is 4 inches per scaling segment for east side scaling rules.

Poles produced under this contract will be manufactured to ANSI specifications (American National Standard Specifications and Dimensions for Wood Poles), in force at the time of signing this contract.

- a. Sweep will be limited to within the bole of the log as measured using a tape stretched between the centers of each end of the log.
- b. Logs approved by the state for peelers shall be chuckable with no more than a 2 inch diameter area of rot within a 5 inch diameter circle located at the center of either end of the log.
- c. Limbs and knots shall be cut flush, with no more than 15 percent of a log having limbs or knots over 2 inches in diameter extending more than 2 inches above the surface of the log.

G-025 Schedules

The following attached schedules are hereby incorporated by reference:

| Schedule | Title |
|----------|---------------------|
| A | Sort Specifications |

G-026.2 Log Delivery Destination

Purchaser shall accept logs delivered to the destination as described in the G-022.2 clause. Purchaser may make a written request to the State for a change in log delivery destination or scaling or weighing location. If agreeable and in the best interest of the State, the State may approve the Purchaser's request. Written approval must be granted by the State prior to log delivery to a new destination or use of a new scaling or weighing facility.

Increased haul distance shall result in an increase in the P-028.2 log delivery payment rate in an amount to be calculated by the State. In no circumstance shall the payment rate for delivered logs be reduced as a result of a state approved delivery destination or scaling or weighing facility change.

Purchaser may refuse loads delivered to the wrong destination.

G-027.2 Log Delivery Schedule and Conditions

- a. Delivery hours - Purchaser agrees to accept logs from the Contractor at the Purchaser's delivery location during Purchaser's working hours or at least between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except legal holidays unless otherwise agreed upon by the State.
- b. Improperly loaded trucks - It is understood and agreed that the Purchaser incurs no obligation to accept improperly or illegally loaded trucks in its facility. Any truck so loaded may be directed to vacate the yard and shall remain the responsibility of the harvesting contractor. The Purchaser shall notify the State within 24 hours of any load (s) rejected and specify the reasons why.
- c. Log Delivery Interruptions - Purchaser may schedule times in which delivery of logs will not be accepted. The Purchaser shall notify the Contract Administrator at least five (5) working days before the scheduled interruption or closure occurs. The duration of the log delivery interruption shall not exceed seven (7) consecutive working days or a total of ten (10) working days over the duration of the contract term. If Purchaser's scheduled delivery interruption exceeds contract requirements and causes the State harm, Purchaser will be in breach of contract and subject to liquidated damages as per the D-026.2 and D-027.2 clauses, unless Purchaser and the State have made a prior agreement in writing to mitigate potential harm to the State.
- d. Required Acceptance of Daily Load Deliveries and Notification - If the State is harmed by purchaser's refusal to accept up to 10 truck deliveries of any one sort per day, Purchaser will be in breach of contract and subject to damages as per the D-026.2 and D-027.2 clauses. A truck delivery is all the wood delivered including sorts on super trucks, mule trains and pups brought to the delivery point by a single truck. The Purchaser shall notify the Contract Administrator at least 48 hours in advance if:
 1. Purchaser intends to limit the number of truck deliveries accepted on any day to less than that listed above, or
 2. Purchaser intends to limit the number of truck deliveries accepted on any day to the number listed above.
- e. State Notification to Purchaser - The State will notify the Purchaser when it anticipates or schedules an interruption of deliveries and when it anticipates

the number of truck deliveries on any day will exceed the number listed above.

- f. If payments are not received or, the State determines that the payment security has become unsatisfactory or, a demand is made against the payment security under the P-045.2 clause the State shall suspend deliveries until such time as the violation has been remedied. Any suspension of deliveries due to late payment or inadequate payment security will be considered a Log Delivery Interruption under (c) of this clause.

G-030.2 Contract Term and Expiration Date

Purchaser agrees to accept and pay for forest products delivered through the period ending March 31, 2021.

G-050.2 Contract Term Extension

Contract extensions and any other conditions subject to the extension as agreed to by the Purchaser and State, must be formalized in writing, signed by Purchaser and State.

G-054.2 Early Contract Termination

The State may terminate this contract in whole or in part by giving fifteen (15) days written notice to the Purchaser when it is in the best interests of the State. If this contract is so terminated, the State shall be liable only for the return of that portion of the initial deposit that is not required for payment, and the return of unapplied payments. The State shall not be liable for damages, whether direct or consequential.

G-056.2 Force Majeure

No Party shall be liable for any failure to perform its obligations, other than payments due, where such failure is as a result of Acts of Nature (including fire, flood, earthquake, storm, or other natural disaster), war, act of foreign enemies, hostilities (whether war is declared or not), terrorist activities, government sanction, fire, labor dispute, strike or lockout.

Any Party asserting Force Majeure as an excuse shall have the burden of proving that reasonable steps were taken (under the circumstances) to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other Party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

In the event of Force Majeure, the State reserves the right to terminate this agreement in accordance with clause G-054.2 'Early Contract Termination'.

G-060.2 Exclusion of Warranties

The PARTIES AGREE that the IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE and ALL OTHER WARRANTIES EXPRESSED OR IMPLIED ARE EXCLUDED from this transaction and shall not apply to the goods to be harvested or sold. For example, THE FOLLOWING

SPECIFIC MATTERS ARE NOT WARRANTED, and are EXCLUDED from this transaction:

- a. The MERCHANTABILITY of the forest products. The use of the term "merchantable" in any document is not intended to vary the foregoing.
- b. The CONDITION of the forest products. The forest products will be conveyed "AS IS."
- c. THE VOLUME, WEIGHT, QUANTITY, OR QUALITY, of the forest products to be harvested. The descriptions of the forest products to be conveyed, are estimates only, made solely for administrative and identification purposes. The timing of forest product deliveries.
- d. Items contained in any other documents prepared for or by the State.

G-065 Regulatory Disclaimer

The State disclaims any responsibility for, or liability relating to, regulatory actions by any government agency, including actions pursuant to the Forest Practices Act, Ch. 76.09 RCW that may affect the operability of the timber sale.

G-070.2 Limitation on Damage

In the event of a breach of any provision of this contract by the State, the liability of the State shall be limited to return of the unused initial deposit and unapplied payments to the Purchaser. The State shall not be liable for any damages, whether direct, incidental, or consequential.

G-112.2 Title

The State hereby warrants that State is the owner of said logs and has the right to sell same, free of liens, encumbrances, or claims, but subject to trade restrictions promulgated in WAC 240-15-015. Purchaser assumes title and all risk and responsibility for said logs upon delivery.

G-116.2 Sustainable Forestry Initiative® (SFI) Certification

Forest products purchased under this contract are certified as being in conformance with the Sustainable Forestry Initiative program Standard under certificate number: BV-SFIS-US09000572.

G-160.2 Agents

The State's rights and duties will be exercised by the Region Manager at Colville, Washington. The Region Manager will notify Purchaser in writing who is responsible for administering the contract. The Region Manager has sole authority to waive, modify, or amend the terms of this contract in the manner prescribed in clause G-180. No agent, employee, or representative of the State has any authority to bind the State to any affirmation, representation, or warranty concerning the logs conveyed beyond the terms of this contract.

The Purchaser agrees to notify the State in writing of their authorized representative at the log delivery destination who will be readily available and who shall be authorized to receive, on behalf of the Purchaser any instructions or notices given by the State in regard to performance under this contract, and any limits to this person's authority.

G-180 Modifications

Waivers, modifications, or amendments of the terms of this contract must be in writing signed by Purchaser and the State.

G-190 Contract Complete

This contract is the final expression of the Parties' agreement. There are no understandings, agreements, or representations, expressed or implied, which are not specified in this contract.

G-200.2 Notice

Notices required to be given under the following clauses shall be in writing and shall be delivered to the State or Purchaser's authorized agent or sent by certified mail to the Purchaser's address of record, so that their receipt may be acknowledged.

G-026.2 Log Delivery Destination

G-027.2 Log Delivery and Schedule Conditions

G-210.2 Violation of Contract

All other notices required to be given under this contract shall be in writing and delivered to their respective authorized agent or mailed to the Party's post office address. Parties agree to notify the other of any change of mailing address.

G-210.2 Violation of Contract

- a. If Purchaser violates any provision of this contract, the Contract Administrator, by written notice, may suspend delivery of further loads of forest products. If the violation is capable of being remedied, the Purchaser has five (5) days after receipt of suspension notice to remedy the violation. If the violation cannot be remedied (such as violation of WAC 240-15-015) or Purchaser fails to remedy the violation within five (5) days after receipt of a suspension notice, the State may terminate the rights of the Purchaser under this contract and collect damages as described in the damages clause in this contract.
- b. The State has the right to remedy the breach in the absence of any indicated attempt by the Purchaser or if Purchaser is unable, as determined by the State, to remedy the breach. Any expense incurred by the State shall be charged to Purchaser and shall be paid within thirty (30) days of receipt of billing.
- c. If Purchaser's violation is a result of a failure to make payment to the State when due, in addition to (a.) above, interest shall accrue on the unpaid balance at 12 percent per annum, beginning the date payment was due. The State may secure payments from the security provided.

G-240.2 Dispute Resolution

The following procedures apply in the event of a dispute regarding interpretation or administration of this contract and the parties agree that these procedures must be followed before a lawsuit can be initiated.

- a. In the event of a dispute, Purchaser must make a written request to the Region Manager for resolution prior to seeking other relief.
- b. The Region Manager will issue a written decision on Purchaser's request within five business days.
- c. Within five business days of receipt of the Region Manager's decision, the Purchaser may make a written request for resolution to the Deputy Supervisor - Uplands of the Department of Natural Resources.
- d. Unless otherwise agreed, the Deputy Supervisor - Uplands will hold a conference within 15 calendar days of the receipt of Purchaser's request for review of the Region Manager's written decision. Purchaser and the Region Manager will have an opportunity to present their positions. The Deputy Supervisor - Uplands will issue a decision within a reasonable time of being presented with both Parties' positions.

G-252.2 Forest Excise Tax

Purchaser shall be responsible for payment of all forest excise taxes pursuant to chapter 84.33 RCW.

G-253.2 Harvesting Cost Information

The State agrees to supply all harvesting cost information to the Purchaser for their consideration in payment of forest excise taxes.

G-260 Venue

This contract shall be governed by the laws of the State of Washington. In the event of a lawsuit involving this contract, venue shall be proper only in Thurston County Superior Court.

G-330.2 Contract Review

Purchaser may arrange with the Contract Administrator to review the provisions of this contract prior to the delivery of forest products.

Section P: Payments and Securities**P-010 Initial Deposit**

Purchaser paid DATA MISSING initial deposit, which will be maintained pursuant to RCW 79.15.100(3). If the operating authority on this contract expires without Purchaser's payment of the full amount specified in the 'Payment for Forest Products' clause, the initial deposit will be immediately forfeited to the State, and will be offset against Purchaser's remaining balance due. Any excess initial deposit funds not needed

to ensure full payment of the contract price, or not needed to complete any remaining obligations of the Purchaser existing after contract expiration, will be refunded to the Purchaser.

P-028.2 Payment for Forest Products Delivered

Purchaser agrees to pay the State for delivered forest products at the following rate:

\$0.00/Ton

\$0.00/MBF for incorrect species delivery*

Purchaser agrees to increase the above delivered payment rate as approved by the State in the event the location of delivery is changed per the G-026.2 clause.

Purchaser will not be billed for any delivered logs that are scaled as containing metal.

*When two or more log sorts from this project are delivered to the same destination, the species contained in them are not eligible for the species price reduction.

P-036.2 Missorts and Payment Reduction for Delivered Forest Products

Forest Products delivered that do not meet the sorting specifications in G-022.2 are considered mis-sorts. Purchaser receiving mis-sort Forest Products is required to pay the State at the bid price under this contract.

However, when mis-sorted Forest Products amount to more than 5% of the total delivered sort volume, Purchaser may request approval for payment reduction for delivered volume exceeding the mis-sort threshold.

Requests for payment reduction must be submitted to the State in writing prior to contract expiration. Eligibility for mis-sort payment reduction is subject to State approval and shall be determined by the State's delivered product analysis. Forest Products determined by the State eligible for mis-sort price reduction are not eligible for any other price adjustments.

Payment reduction for Forest Products deemed mis-sorted will be calculated as follows:

$$\text{Payment Reduction} = (B \times M) \times R$$

Where:

B = Bid rate from P-028.2 clause

M = Mis-sorted volume exceeding threshold excluding utility

R = Reduction factor*

0.2 for diameter mis-sort

0.3 for high quality mis-sort

*Logs eligible for payment reduction based on multiple reduction factors will be calculated at the higher payment reduction factor.

Third-party scaling organization information is required to determine Scribner mbf for payment reduction purposes. Value will be derived from the applicable sort value as described in this contract.

Scale information for determining mis-sort payment reduction eligibility must be obtained from roll-out scale. Truck-ramp, sample scaling, and/or bundle scaling information is not acceptable for determining eligibility.

Purchaser's exclusive remedy for mis-sorts shall be the payment reduction described in this clause, notwithstanding other provisions in the Uniform Commercial Code

P-037.2 Mismanufacture and Payment Reduction for Delivered Forest Products

Forest Products delivered that do not meet preferred log length specifications or multiples or combinations of preferred lengths and Forest Products delivered not meeting manufacturing standards as described in clause G-024.2 are considered mis-manufactured. Purchaser receiving mis-manufactured Forest Products is required to pay the State at the bid price under this contract.

However, when mis-manufactured Forest Products amount to more than 8% of the total delivered sort volume, Purchaser may request approval for payment reduction for delivered volume exceeding the mis-manufacture threshold.

Requests for payment reduction must be submitted to the State in writing prior to contract expiration. Eligibility for mis-manufacture payment reduction is subject to State approval and shall be determined by the State's delivered product analysis. Forest Products determined by the State eligible for mis-manufacture price reductions are not eligible for any other price adjustments.

Payment reduction for Forest Products deemed mis-manufactured will be calculated as follows:

$$\text{Payment Reduction} = (B \times M) \times (0.2)$$

Where:

B = Bid rate from P-028.2 clause

M = Mis-manufactured volume exceeding threshold excluding utility

Third-party scaling organization information is required to determine Scribner mbf for payment reduction purposes. Value will be derived from the applicable sort value as described in this contract.

Scale information for determining mis-manufacture payment reduction eligibility must be obtained from roll-out scale. Truck-ramp, sample scaling, and/or bundle scaling information is not acceptable for determining eligibility.

Purchaser's exclusive remedy for mis-manufacture shall be the payment reduction described in this clause, notwithstanding other provisions in the Uniform Commercial Code.

P-039.2 Tonnage Sort Payment Reduction Requirements

Purchaser must provide a plan in writing, acceptable to the State, to acquire third party Scribner mbf scaling information in order to be eligible for a payment reduction for a tonnage sort according to clauses P-036.2 or P-037.2. Logs delivered and accepted by the Purchaser prior to the State's acceptance of Purchaser's written payment reduction plan are not eligible for payment reduction.

Failure of Purchaser to provide sample scale data in a timely, accurate and legible basis will void an approved sample scale plan.

An approved payment reduction plan can be voided at the sole discretion of the State.

For the purpose of tonnage sort payment reduction requests, preferred log lengths for tonnage sawlog sorts shall include the following plus any additional lengths identified in clause G-024.2:

| Species Type | Preferred Lengths |
|----------------|--|
| Conifer Sorts | 16', 20', 24', 26', 32', 40' |
| Hardwood Sorts | 18', 20', 26', 28', 30', 36', 38', 40' |

P-040.2 Weighing and Scaling Costs

Purchaser agrees to pay for all weighing costs for logs delivered regardless if logs are purchased on a weight or scale basis. In addition, Purchaser agrees to pay for all scaling costs for logs delivered on a scale basis. Purchaser also agrees to pay for all costs associated with the transmission and reporting of scale or weight data.

P-045.2 Guarantee of Payment

Prior to the delivery of forest products and at a date determined by the State, Purchaser shall guarantee payment to the State for products delivered by posting with the State an approved payment security. If the Purchaser has purchased more than one sort, the payment securities may be consolidated for all the sorts. Acceptable payment security includes cash, certificate of deposit assignment, payment bond, savings account assignment, or irrevocable bank letter of credit.

The amount of payment security shall be determined by the State. The amount of payment security shall represent at least 30 days value of forest product deliveries. Payment security for products delivered will be used to guarantee payment to the State for late or non-payments.

If at any time the State determines that the security has become unsatisfactory or a demand is made against the payment security, the Purchaser agrees to increase the

amount or replace the security with one acceptable to the state within 5 business days. Failure to increase the amount or replace the security is considered a breach of contract.

P-050.2 Billing and Payment Procedure for Forest Products Delivered

The State will compute and forward to Purchaser a billing statement of charges for forest products delivered during the billing period at the delivered rate shown in P-028.2 clause. After receipt of the billing statement, Purchaser's payment must be received by the Department of Natural Resources on or before the due date shown on the billing statement. Purchaser agrees to make payment, payable to the Department of Natural Resources. Failure to pay on time for forest products delivered is considered a breach of contract.

Included with the billing statement will be a summary report for the billing period compiled by the State or their log and load reporting service.

The State will adjust final billings to account for any State approved payment reductions.

P-080 Payment Account Refund

Advance payments made under P-045 or P-045.2 remaining on account above the value for the charges shall be returned to Purchaser within 30 days following the final report of charges. Refunds not made within the 30 day period will accrue interest at the interest rate, as established by WAC 332-100-030, computed on a daily basis until paid.

Section L: Log Definitions and Accountability

L-010.2 Forest Products Conveyed

Forest products conveyed are logs or parts of logs delivered meeting the sorting criteria defined by clause G-022.2 and manufacturing standards defined by clause G-024.2 of this contract

L-014.2 Sorts Delivered to Incorrect Destination

Purchaser has agreed to purchase the sort as described in the G-022.2 clause. In the event a load from a different sort is delivered to Purchaser, Purchaser may reject the load. If Purchaser receives an incorrectly delivered load, they shall notify the State within 24 hours. If the Purchaser accepts the load, provisions in the P-035.2 or P-036.2 clause may apply.

L-071.2 Log and Load Reporting Service

This contract may at the States discretion, require the services of a State approved third party log and load reporting service. Purchaser shall ensure log volume measurement, weight, or scale and weight data for each load is received by the log and load reporting service within 2 business day of logs being measured or weighed.

If during the term of this contract, the State discontinues use of the Log and Load Reporting Service, the State will notify the Purchaser in writing, and will approve an alternative log and load reporting process.

L-090 Scaling Rules

Determination of volume of any forest products shall be conducted by a state approved third party scaling organization and in accordance with the Eastside log scaling and grading rules, Region 6 taper rules, and Scribner Volume Table, revised July 1, 1972, contained in the Northwest Log Rules Eastside and Westside Log Scaling Handbook (developed and produced by the Northwest Log Rules Advisory Group) and in effect on the date of confirmation of this contract.

Special scaling specifications shall be noted on the State's Brand Designation form which is hereby incorporated to this contract by reference.

L-110 State Approval of Log Scaling and Weighing Locations

Forest Product measurement and weighing facilities required by this contract must be approved by the State. Forest products sold under the contract which require log scaling shall be scaled, measured, or counted by a State approved third party log scaling organization. Forest products sold under the contract which require weighing shall be weighed at a location that meets Washington State Department of Agriculture approval.

Prior to forest products being hauled, the Contract Administrator must authorize in writing the use of State approved measurement and/or weighing facilities that are at or en-route to final destinations. Forest products from this sale shall be measured or weighed at facilities, which are currently approved for use by the State and are currently authorized for this sale. The State reserves the right to verify load volume and weights with State employees or contractors at the State's own expense. The State reserves the right to revoke the authorization of previously approved measurement locations.

Section D: Damages**D-010 Liquidated Damages**

The clauses in the DAMAGES section of this contract provide for payments by Purchaser to the State for certain breaches of the terms of this contract. These payments are agreed to as liquidated damages and not as penalties. They are reasonable estimates of anticipated harm to the State caused by Purchaser's breach. These liquidated damages provisions are agreed to by the State and Purchaser with the understanding of the difficulty of proving loss and the inconvenience or infeasibility of obtaining an adequate remedy. These liquidated damages provisions provide greater certainty for the Purchaser by allowing the Purchaser to better assess its responsibilities under the contract.

D-026.2 Damages for Delivery Interruptions and Load Non-Acceptance

- a. Purchaser's failure to accept delivery of forest products due to an extended delivery interruption exceeding the limits as described in the G-027.2 (c) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of \$1,000.00 per each day of breach, until breach is remedied.

- b. Unless Purchaser and the State have made a prior agreement in writing, Purchaser's failure to accept at least the number of delivered loads as described in the G-027.2 (d) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of \$200 per each truck delivery not accepted, until breach is remedied.

D-027.2 Failure to Accept Forest Products Sold

Purchaser's failure to accept all or part of the forest products sold in this agreement prior to expiration or completion of the contract results in substantial injury to the State. Except for reasons other than 'Force Majeure' (G-056.2), either section a. or b. below will apply as determined by the State.

- a. When Purchaser's refusal to accept forest products does not prevent further harvesting operations, or forest products can be re-sold to another buyer acceptable to the State, Purchaser shall be liable for and pay State for actual damages plus costs, as determined by the State associated with the administration and re-sale of forest products not accepted by Purchaser under the terms of this contract.
- b. When Purchaser's refusal to accept forest products causes a stoppage of the State's harvesting operations and prevents the State from further harvest of the sale area, the actual damage to the State and associated costs are difficult to assess. The remaining value of all the forest products left in the sale area once the stoppage occurs is not readily ascertainable. Purchaser's failure to perform disrupts the State's management plans. Therefore, Purchaser agrees to pay the State as liquidated damages, a sum calculated using the following formula:

$$LD = (.35V - I) + C + A - P$$

Where:

- LD = Liquidated Damages
V = The stumpage value remaining in the sale area at the date of work stoppage. This will be determined by multiplying the contract bid rate contained in the P-028.2 clause for all sorts originating in the sale area, by the State's estimate of the remaining volume, less the cost of harvesting and delivery associated with each sort.
I = Initial Deposit
C = Costs associated with required harvesting services and road construction services prior to work stoppage but not amortized or paid.
A = Administrative fee = \$2,500.00
P = Advance payments received exceeding the value of logs delivered under this contract.

The above formula reflects the Purchaser's forfeiture of the initial deposit in accordance with clause P-010 by deducting the initial deposit from the amount owed. In no event shall the liquidated damages be less than zero. Interest on the liquidated

damage is owed from the date of the work stoppage until final payment, calculated using the following formula:

$$\text{Interest} = r \times \text{LD} \times N$$

Where:

r = daily equivalent of an annual interest at current interest rate as established by WAC 332-100-030.

N = Number of days from work stoppage to time of payment

D-030.2 Inadequate Log Accountability

Failure to provide weighing and third party scaling information result in substantial injury to the State. The potential loss of accountability is not readily ascertainable. These contractual breaches result in an increase in the potential for the delivery of forest products for which the State receives inadequate payment and causes an increase in the State's administration costs associated with this contract. The actual costs of these breaches are difficult to assess.

For these reasons, Purchaser's payments for forest product delivery under this contract will be increased in the following amounts, as liquidated damages, to compensate the State for these breaches: \$250.00 each time a load weight is not provided as required by the contract, and \$250.00 each time load scale data is not determined and provided by a State approved third party scaling organization in accordance with this contract.

IN WITNESS WHEREOF, the Parties hereto have entered into this contract.

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Purchaser

Ken McNamee

Print Name

Northeast Region Manager

Date: _____

Date: _____

Address: _____

CORPORATE ACKNOWLEDGEMENT
(Required for both LLC and Inc. Entities)

STATE OF _____)

COUNTY OF _____)

On this _____ day of _____, 20____, before me personally
appeared _____

_____ to me known to be the
_____ of the corporation
that executed the within and foregoing instrument and acknowledged said instrument to be the
free and voluntary act and deed of the corporation, for the uses and purposes therein mentioned,
and on oath stated that (he/she was) (they were) authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and
year first above written.

Notary Public in and for the State of

My appointment expires _____

Schedule A
Sort Specifications

Sort #1: Douglas-fir and western larch 7 inches to 10 inches in diameter inside the bark. If Purchaser designates peeler lengths, then chuckability standards apply to the logs. Non-chuckable logs will be delivered to the Purchaser of Sort #3. If the Purchaser designates sawlog lengths, then all Douglas-fir and western larch sawlogs will be delivered to the Purchaser of this sort and none will be delivered to the Purchaser of Sort #3.

Sort #2: Douglas-fir and western larch 11 inches and greater in diameter inside the bark. If Purchaser designates peeler lengths, then chuckability standards apply to the logs. Non-chuckable logs will be delivered to the Purchaser of Sort #4. If the Purchaser designates sawlog lengths, then all Douglas-fir and western larch sawlogs will be delivered to the Purchaser of this sort and none will be delivered to the Purchaser of Sort #4.

Sort #3: Lodgepole pine, grand fir, Engelmann spruce, white pine, western hemlock and sub-alpine fir 7 inches to 10 inches in diameter inside the bark. See Sort #1 description for handling procedures for Douglas-fir and western larch.

Sort #4: Lodgepole pine, grand fir, Engelmann spruce, white pine, western hemlock and sub-alpine fir 11 inches and greater in diameter inside the bark. See Sort #2 description for handling procedures for Douglas-fir and western larch.

Sort #5: Ponderosa pine 6 inches to 10 inches in diameter inside the bark.

Sort #6: Ponderosa pine 11 inches and greater in diameter inside the bark.

Sort #7: Western red cedar 5 inches and greater in diameter inside the bark.

Sort #8: All conifer species except for ponderosa pine and western red cedar 5 inches to 6 inches in diameter inside the bark.

Sort #9: All conifer species except western red cedar 2 inches and greater in diameter inside the bark utility.

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES**

LOG SALE AND PURCHASE CONTRACT

AGREEMENT NO. 30-0100774

SALE NAME: Q KINGS SORT 08

**THE STATE OF WASHINGTON DEPARTMENT OF NATURAL
RESOURCES, HEREINAFTER ACTING SOLELY, IN ITS PROPRIETARY
CAPACITY, STATE, AND PURCHASER, AGREE AS FOLLOWS:**

Section G: General Terms

G-001.2 Definitions

The following definitions apply throughout this contract;

Contract Administrator: Region Manager's designee responsible for assuring that the contractual obligations of the Purchaser and Contractor are met.

Contractor: State-selected harvester responsible to perform all duties as required by the Harvesting Services Contract, including but not limited to timber harvesting, road construction, debris removal and piling, hauling and delivery of forest products for weighing and/or scaling, to the Purchasers of the timber sales Sorts.

Delivery: Occurs when logs or forest products meeting the sorting specifications arrive at the Purchasers destination, as described in the contract.

Forest Product: Any material derived from the forest for commercial use.

Harvesting: A general term, referring to the Contractor's various obligations under the Harvesting Services Contract.

Harvesting Services Contract: Contract between the Contractor and the State, which sets forth the procedures and obligations of the Contractor for completing the harvesting of timber, and the delivery of various log sorts to the State's purchasers, and the payment obligations of the State, The Harvesting Services Contract will include a Road Plan for any road construction or reconstruction, where applicable.

Log Sale and Purchase Contract: Purchase Agreement between the State and Purchaser(s) of particular log sorts from the timber sale.

Purchaser: The company or individual that has entered into a Log Sale Contract with the State for individual log sorts from the timber sale area. The Contractor must deliver the designated log sorts to this company or individual. Contractor will likely be delivering different log sorts to different purchasers under the Harvesting Services Contract.

State: The Washington State Department of Natural Resources, landowner and seller of forest products from the timber sale area. The State is represented by the Region Manager as designated on the contract signature page. Contractual obligations to the State are enforced by the Region Manager or the designated Contract Administrator.

G-010.2 Products Sold and Sale Area

Purchaser was the successful bidder on July 28, 2020 and sale was confirmed on _____. The State, as owner, agrees to sell and deliver to the Purchaser logs meeting the log sort specifications as described in the G-022.2 clause. Logs will be delivered from the Q KINGS SORTS Timber Sale described as parts of Section 16 in Township 30 North, Range 42 East, Section 30 in Township 30 North, Range 40 East, Sections 26, and 36 all in Township 30 North, Range 39 East W.M., in Stevens County.

G-022.2 Sorting Specifications

Purchaser shall accept and pay for delivery of log sorts by a state selected contractor to the designated Purchaser location that meets the following specifications:

| Agreement No. | Sort # | Description | Destination |
|----------------------|---------------|--------------------------------------|--------------------|
| 100774 | 8 | DF/WL/GF/LP/ES/WP/WH/SAF 5-6" dib | |

HQ: Surface characteristics for high quality (HQ) log sorts will have sound tight knots not to exceed 1.5 inches in diameter, may include logs with not more than two larger knots up to 2.5 inches in diameter. Logs will have a growth ring count of 6 or more rings per inch in the outer third of the top end of the log.

G-024.2 Manufacturing Standards

All forest products except poles, produced and sold under this contract will be manufactured to maximize the amount of logs meeting preferred log lengths and to achieve the average log length listed.

| Agreement No. | Sort # | Scaling Rule |
|----------------------|---------------|---------------------|
| 100774 | 08 | ES |

| Average Log Length | Preferred Log Lengths |
|---------------------------|------------------------------|
| N/A | |

"WS" indicates that west side scaling rules apply. Minimum trim is 8 inches per scaling segment for west side scaling rules. "ES" indicates that east side scaling rules apply. Minimum trim is 4 inches per scaling segment for east side scaling rules.

Poles produced under this contract will be manufactured to ANSI specifications (American National Standard Specifications and Dimensions for Wood Poles), in force at the time of signing this contract.

- a. Sweep will be limited to within the bole of the log as measured using a tape stretched between the centers of each end of the log.
- b. Logs approved by the state for peelers shall be chuckable with no more than a 2 inch diameter area of rot within a 5 inch diameter circle located at the center of either end of the log.
- c. Limbs and knots shall be cut flush, with no more than 15 percent of a log having limbs or knots over 2 inches in diameter extending more than 2 inches above the surface of the log.

G-025 Schedules

The following attached schedules are hereby incorporated by reference:

| Schedule | Title |
|----------|---------------------|
| A | Sort Specifications |

G-026.2 Log Delivery Destination

Purchaser shall accept logs delivered to the destination as described in the G-022.2 clause. Purchaser may make a written request to the State for a change in log delivery destination or scaling or weighing location. If agreeable and in the best interest of the State, the State may approve the Purchaser's request. Written approval must be granted by the State prior to log delivery to a new destination or use of a new scaling or weighing facility.

Increased haul distance shall result in an increase in the P-028.2 log delivery payment rate in an amount to be calculated by the State. In no circumstance shall the payment rate for delivered logs be reduced as a result of a state approved delivery destination or scaling or weighing facility change.

Purchaser may refuse loads delivered to the wrong destination.

G-027.2 Log Delivery Schedule and Conditions

- a. Delivery hours - Purchaser agrees to accept logs from the Contractor at the Purchaser's delivery location during Purchaser's working hours or at least between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except legal holidays unless otherwise agreed upon by the State.
- b. Improperly loaded trucks - It is understood and agreed that the Purchaser incurs no obligation to accept improperly or illegally loaded trucks in its facility. Any truck so loaded may be directed to vacate the yard and shall remain the responsibility of the harvesting contractor. The Purchaser shall notify the State within 24 hours of any load (s) rejected and specify the reasons why.
- c. Log Delivery Interruptions - Purchaser may schedule times in which delivery of logs will not be accepted. The Purchaser shall notify the Contract Administrator at least five (5) working days before the scheduled interruption or closure occurs. The duration of the log delivery interruption shall not exceed seven (7) consecutive working days or a total of ten (10) working days over the duration of the contract term. If Purchaser's scheduled delivery interruption exceeds contract requirements and causes the State harm, Purchaser will be in breach of contract and subject to liquidated damages as per the D-026.2 and D-027.2 clauses, unless Purchaser and the State have made a prior agreement in writing to mitigate potential harm to the State.
- d. Required Acceptance of Daily Load Deliveries and Notification - If the State is harmed by purchaser's refusal to accept up to 10 truck deliveries of any one sort per day, Purchaser will be in breach of contract and subject to damages as per the D-026.2 and D-027.2 clauses. A truck delivery is all the wood delivered including sorts on super trucks, mule trains and pups brought to the delivery point by a single truck. The Purchaser shall notify the Contract Administrator at least 48 hours in advance if:
 1. Purchaser intends to limit the number of truck deliveries accepted on any day to less than that listed above, or
 2. Purchaser intends to limit the number of truck deliveries accepted on any day to the number listed above.
- e. State Notification to Purchaser - The State will notify the Purchaser when it anticipates or schedules an interruption of deliveries and when it anticipates

the number of truck deliveries on any day will exceed the number listed above.

- f. If payments are not received or, the State determines that the payment security has become unsatisfactory or, a demand is made against the payment security under the P-045.2 clause the State shall suspend deliveries until such time as the violation has been remedied. Any suspension of deliveries due to late payment or inadequate payment security will be considered a Log Delivery Interruption under (c) of this clause.

G-030.2 Contract Term and Expiration Date

Purchaser agrees to accept and pay for forest products delivered through the period ending March 31, 2021.

G-050.2 Contract Term Extension

Contract extensions and any other conditions subject to the extension as agreed to by the Purchaser and State, must be formalized in writing, signed by Purchaser and State.

G-054.2 Early Contract Termination

The State may terminate this contract in whole or in part by giving fifteen (15) days written notice to the Purchaser when it is in the best interests of the State. If this contract is so terminated, the State shall be liable only for the return of that portion of the initial deposit that is not required for payment, and the return of unapplied payments. The State shall not be liable for damages, whether direct or consequential.

G-056.2 Force Majeure

No Party shall be liable for any failure to perform its obligations, other than payments due, where such failure is as a result of Acts of Nature (including fire, flood, earthquake, storm, or other natural disaster), war, act of foreign enemies, hostilities (whether war is declared or not), terrorist activities, government sanction, fire, labor dispute, strike or lockout.

Any Party asserting Force Majeure as an excuse shall have the burden of proving that reasonable steps were taken (under the circumstances) to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other Party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

In the event of Force Majeure, the State reserves the right to terminate this agreement in accordance with clause G-054.2 'Early Contract Termination'.

G-060.2 Exclusion of Warranties

The PARTIES AGREE that the IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE and ALL OTHER WARRANTIES EXPRESSED OR IMPLIED ARE EXCLUDED from this transaction and shall not apply to the goods to be harvested or sold. For example, THE FOLLOWING

SPECIFIC MATTERS ARE NOT WARRANTED, and are EXCLUDED from this transaction:

- a. The MERCHANTABILITY of the forest products. The use of the term "merchantable" in any document is not intended to vary the foregoing.
- b. The CONDITION of the forest products. The forest products will be conveyed "AS IS."
- c. THE VOLUME, WEIGHT, QUANTITY, OR QUALITY, of the forest products to be harvested. The descriptions of the forest products to be conveyed, are estimates only, made solely for administrative and identification purposes. The timing of forest product deliveries.
- d. Items contained in any other documents prepared for or by the State.

G-065 Regulatory Disclaimer

The State disclaims any responsibility for, or liability relating to, regulatory actions by any government agency, including actions pursuant to the Forest Practices Act, Ch. 76.09 RCW that may affect the operability of the timber sale.

G-070.2 Limitation on Damage

In the event of a breach of any provision of this contract by the State, the liability of the State shall be limited to return of the unused initial deposit and unapplied payments to the Purchaser. The State shall not be liable for any damages, whether direct, incidental, or consequential.

G-112.2 Title

The State hereby warrants that State is the owner of said logs and has the right to sell same, free of liens, encumbrances, or claims, but subject to trade restrictions promulgated in WAC 240-15-015. Purchaser assumes title and all risk and responsibility for said logs upon delivery.

G-116.2 Sustainable Forestry Initiative® (SFI) Certification

Forest products purchased under this contract are certified as being in conformance with the Sustainable Forestry Initiative program Standard under certificate number: BV-SFIS-US09000572.

G-160.2 Agents

The State's rights and duties will be exercised by the Region Manager at Colville, Washington. The Region Manager will notify Purchaser in writing who is responsible for administering the contract. The Region Manager has sole authority to waive, modify, or amend the terms of this contract in the manner prescribed in clause G-180. No agent, employee, or representative of the State has any authority to bind the State to any affirmation, representation, or warranty concerning the logs conveyed beyond the terms of this contract.

The Purchaser agrees to notify the State in writing of their authorized representative at the log delivery destination who will be readily available and who shall be authorized to receive, on behalf of the Purchaser any instructions or notices given by the State in regard to performance under this contract, and any limits to this person's authority.

G-180 Modifications

Waivers, modifications, or amendments of the terms of this contract must be in writing signed by Purchaser and the State.

G-190 Contract Complete

This contract is the final expression of the Parties' agreement. There are no understandings, agreements, or representations, expressed or implied, which are not specified in this contract.

G-200.2 Notice

Notices required to be given under the following clauses shall be in writing and shall be delivered to the State or Purchaser's authorized agent or sent by certified mail to the Purchaser's address of record, so that their receipt may be acknowledged.

G-026.2 Log Delivery Destination

G-027.2 Log Delivery and Schedule Conditions

G-210.2 Violation of Contract

All other notices required to be given under this contract shall be in writing and delivered to their respective authorized agent or mailed to the Party's post office address. Parties agree to notify the other of any change of mailing address.

G-210.2 Violation of Contract

- a. If Purchaser violates any provision of this contract, the Contract Administrator, by written notice, may suspend delivery of further loads of forest products. If the violation is capable of being remedied, the Purchaser has five (5) days after receipt of suspension notice to remedy the violation. If the violation cannot be remedied (such as violation of WAC 240-15-015) or Purchaser fails to remedy the violation within five (5) days after receipt of a suspension notice, the State may terminate the rights of the Purchaser under this contract and collect damages as described in the damages clause in this contract.
- b. The State has the right to remedy the breach in the absence of any indicated attempt by the Purchaser or if Purchaser is unable, as determined by the State, to remedy the breach. Any expense incurred by the State shall be charged to Purchaser and shall be paid within thirty (30) days of receipt of billing.
- c. If Purchaser's violation is a result of a failure to make payment to the State when due, in addition to (a.) above, interest shall accrue on the unpaid balance at 12 percent per annum, beginning the date payment was due. The State may secure payments from the security provided.

G-240.2 Dispute Resolution

The following procedures apply in the event of a dispute regarding interpretation or administration of this contract and the parties agree that these procedures must be followed before a lawsuit can be initiated.

- a. In the event of a dispute, Purchaser must make a written request to the Region Manager for resolution prior to seeking other relief.
- b. The Region Manager will issue a written decision on Purchaser's request within five business days.
- c. Within five business days of receipt of the Region Manager's decision, the Purchaser may make a written request for resolution to the Deputy Supervisor - Uplands of the Department of Natural Resources.
- d. Unless otherwise agreed, the Deputy Supervisor - Uplands will hold a conference within 15 calendar days of the receipt of Purchaser's request for review of the Region Manager's written decision. Purchaser and the Region Manager will have an opportunity to present their positions. The Deputy Supervisor - Uplands will issue a decision within a reasonable time of being presented with both Parties' positions.

G-252.2 Forest Excise Tax

Purchaser shall be responsible for payment of all forest excise taxes pursuant to chapter 84.33 RCW.

G-253.2 Harvesting Cost Information

The State agrees to supply all harvesting cost information to the Purchaser for their consideration in payment of forest excise taxes.

G-260 Venue

This contract shall be governed by the laws of the State of Washington. In the event of a lawsuit involving this contract, venue shall be proper only in Thurston County Superior Court.

G-330.2 Contract Review

Purchaser may arrange with the Contract Administrator to review the provisions of this contract prior to the delivery of forest products.

Section P: Payments and Securities**P-010 Initial Deposit**

Purchaser paid DATA MISSING initial deposit, which will be maintained pursuant to RCW 79.15.100(3). If the operating authority on this contract expires without Purchaser's payment of the full amount specified in the 'Payment for Forest Products' clause, the initial deposit will be immediately forfeited to the State, and will be offset against Purchaser's remaining balance due. Any excess initial deposit funds not needed

to ensure full payment of the contract price, or not needed to complete any remaining obligations of the Purchaser existing after contract expiration, will be refunded to the Purchaser.

P-028.2 Payment for Forest Products Delivered

Purchaser agrees to pay the State for delivered forest products at the following rate:

\$0.00/Ton

\$0.00/MBF for incorrect species delivery*

Purchaser agrees to increase the above delivered payment rate as approved by the State in the event the location of delivery is changed per the G-026.2 clause.

Purchaser will not be billed for any delivered logs that are scaled as containing metal.

*When two or more log sorts from this project are delivered to the same destination, the species contained in them are not eligible for the species price reduction.

P-036.2 Missorts and Payment Reduction for Delivered Forest Products

Forest Products delivered that do not meet the sorting specifications in G-022.2 are considered mis-sorts. Purchaser receiving mis-sort Forest Products is required to pay the State at the bid price under this contract.

However, when mis-sorted Forest Products amount to more than 5% of the total delivered sort volume, Purchaser may request approval for payment reduction for delivered volume exceeding the mis-sort threshold.

Requests for payment reduction must be submitted to the State in writing prior to contract expiration. Eligibility for mis-sort payment reduction is subject to State approval and shall be determined by the State's delivered product analysis. Forest Products determined by the State eligible for mis-sort price reduction are not eligible for any other price adjustments.

Payment reduction for Forest Products deemed mis-sorted will be calculated as follows:

$$\text{Payment Reduction} = (B \times M) \times R$$

Where:

B = Bid rate from P-028.2 clause

M = Mis-sorted volume exceeding threshold excluding utility

R = Reduction factor*

0.2 for diameter mis-sort

0.3 for high quality mis-sort

*Logs eligible for payment reduction based on multiple reduction factors will be calculated at the higher payment reduction factor.

Third-party scaling organization information is required to determine Scribner mbf for payment reduction purposes. Value will be derived from the applicable sort value as described in this contract.

Scale information for determining mis-sort payment reduction eligibility must be obtained from roll-out scale. Truck-ramp, sample scaling, and/or bundle scaling information is not acceptable for determining eligibility.

Purchaser's exclusive remedy for mis-sorts shall be the payment reduction described in this clause, notwithstanding other provisions in the Uniform Commercial Code

P-037.2 Mismanufacture and Payment Reduction for Delivered Forest Products

Forest Products delivered that do not meet preferred log length specifications or multiples or combinations of preferred lengths and Forest Products delivered not meeting manufacturing standards as described in clause G-024.2 are considered mis-manufactured. Purchaser receiving mis-manufactured Forest Products is required to pay the State at the bid price under this contract.

However, when mis-manufactured Forest Products amount to more than 8% of the total delivered sort volume, Purchaser may request approval for payment reduction for delivered volume exceeding the mis-manufacture threshold.

Requests for payment reduction must be submitted to the State in writing prior to contract expiration. Eligibility for mis-manufacture payment reduction is subject to State approval and shall be determined by the State's delivered product analysis. Forest Products determined by the State eligible for mis-manufacture price reductions are not eligible for any other price adjustments.

Payment reduction for Forest Products deemed mis-manufactured will be calculated as follows:

$$\text{Payment Reduction} = (B \times M) \times (0.2)$$

Where:

B = Bid rate from P-028.2 clause

M = Mis-manufactured volume exceeding threshold excluding utility

Third-party scaling organization information is required to determine Scribner mbf for payment reduction purposes. Value will be derived from the applicable sort value as described in this contract.

Scale information for determining mis-manufacture payment reduction eligibility must be obtained from roll-out scale. Truck-ramp, sample scaling, and/or bundle scaling information is not acceptable for determining eligibility.

Purchaser's exclusive remedy for mis-manufacture shall be the payment reduction described in this clause, notwithstanding other provisions in the Uniform Commercial Code.

P-039.2 Tonnage Sort Payment Reduction Requirements

Purchaser must provide a plan in writing, acceptable to the State, to acquire third party Scribner mbf scaling information in order to be eligible for a payment reduction for a tonnage sort according to clauses P-036.2 or P-037.2. Logs delivered and accepted by the Purchaser prior to the State's acceptance of Purchaser's written payment reduction plan are not eligible for payment reduction.

Failure of Purchaser to provide sample scale data in a timely, accurate and legible basis will void an approved sample scale plan.

An approved payment reduction plan can be voided at the sole discretion of the State.

For the purpose of tonnage sort payment reduction requests, preferred log lengths for tonnage sawlog sorts shall include the following plus any additional lengths identified in clause G-024.2:

| Species Type | Preferred Lengths |
|----------------|--|
| Conifer Sorts | 16', 20', 24', 26', 32', 40' |
| Hardwood Sorts | 18', 20', 26', 28', 30', 36', 38', 40' |

P-040.2 Weighing and Scaling Costs

Purchaser agrees to pay for all weighing costs for logs delivered regardless if logs are purchased on a weight or scale basis. In addition, Purchaser agrees to pay for all scaling costs for logs delivered on a scale basis. Purchaser also agrees to pay for all costs associated with the transmission and reporting of scale or weight data.

P-045.2 Guarantee of Payment

Prior to the delivery of forest products and at a date determined by the State, Purchaser shall guarantee payment to the State for products delivered by posting with the State an approved payment security. If the Purchaser has purchased more than one sort, the payment securities may be consolidated for all the sorts. Acceptable payment security includes cash, certificate of deposit assignment, payment bond, savings account assignment, or irrevocable bank letter of credit.

The amount of payment security shall be determined by the State. The amount of payment security shall represent at least 30 days value of forest product deliveries. Payment security for products delivered will be used to guarantee payment to the State for late or non-payments.

If at any time the State determines that the security has become unsatisfactory or a demand is made against the payment security, the Purchaser agrees to increase the

amount or replace the security with one acceptable to the state within 5 business days. Failure to increase the amount or replace the security is considered a breach of contract.

P-050.2 Billing and Payment Procedure for Forest Products Delivered

The State will compute and forward to Purchaser a billing statement of charges for forest products delivered during the billing period at the delivered rate shown in P-028.2 clause. After receipt of the billing statement, Purchaser's payment must be received by the Department of Natural Resources on or before the due date shown on the billing statement. Purchaser agrees to make payment, payable to the Department of Natural Resources. Failure to pay on time for forest products delivered is considered a breach of contract.

Included with the billing statement will be a summary report for the billing period compiled by the State or their log and load reporting service.

The State will adjust final billings to account for any State approved payment reductions.

P-080 Payment Account Refund

Advance payments made under P-045 or P-045.2 remaining on account above the value for the charges shall be returned to Purchaser within 30 days following the final report of charges. Refunds not made within the 30 day period will accrue interest at the interest rate, as established by WAC 332-100-030, computed on a daily basis until paid.

Section L: Log Definitions and Accountability

L-010.2 Forest Products Conveyed

Forest products conveyed are logs or parts of logs delivered meeting the sorting criteria defined by clause G-022.2 and manufacturing standards defined by clause G-024.2 of this contract

L-014.2 Sorts Delivered to Incorrect Destination

Purchaser has agreed to purchase the sort as described in the G-022.2 clause. In the event a load from a different sort is delivered to Purchaser, Purchaser may reject the load. If Purchaser receives an incorrectly delivered load, they shall notify the State within 24 hours. If the Purchaser accepts the load, provisions in the P-035.2 or P-036.2 clause may apply.

L-071.2 Log and Load Reporting Service

This contract may at the States discretion, require the services of a State approved third party log and load reporting service. Purchaser shall ensure log volume measurement, weight, or scale and weight data for each load is received by the log and load reporting service within 2 business day of logs being measured or weighed.

If during the term of this contract, the State discontinues use of the Log and Load Reporting Service, the State will notify the Purchaser in writing, and will approve an alternative log and load reporting process.

L-090 Scaling Rules

Determination of volume of any forest products shall be conducted by a state approved third party scaling organization and in accordance with the Eastside log scaling and grading rules, Region 6 taper rules, and Scribner Volume Table, revised July 1, 1972, contained in the Northwest Log Rules Eastside and Westside Log Scaling Handbook (developed and produced by the Northwest Log Rules Advisory Group) and in effect on the date of confirmation of this contract.

Special scaling specifications shall be noted on the State's Brand Designation form which is hereby incorporated to this contract by reference.

L-110 State Approval of Log Scaling and Weighing Locations

Forest Product measurement and weighing facilities required by this contract must be approved by the State. Forest products sold under the contract which require log scaling shall be scaled, measured, or counted by a State approved third party log scaling organization. Forest products sold under the contract which require weighing shall be weighed at a location that meets Washington State Department of Agriculture approval.

Prior to forest products being hauled, the Contract Administrator must authorize in writing the use of State approved measurement and/or weighing facilities that are at or en-route to final destinations. Forest products from this sale shall be measured or weighed at facilities, which are currently approved for use by the State and are currently authorized for this sale. The State reserves the right to verify load volume and weights with State employees or contractors at the State's own expense. The State reserves the right to revoke the authorization of previously approved measurement locations.

Section D: Damages**D-010 Liquidated Damages**

The clauses in the DAMAGES section of this contract provide for payments by Purchaser to the State for certain breaches of the terms of this contract. These payments are agreed to as liquidated damages and not as penalties. They are reasonable estimates of anticipated harm to the State caused by Purchaser's breach. These liquidated damages provisions are agreed to by the State and Purchaser with the understanding of the difficulty of proving loss and the inconvenience or infeasibility of obtaining an adequate remedy. These liquidated damages provisions provide greater certainty for the Purchaser by allowing the Purchaser to better assess its responsibilities under the contract.

D-026.2 Damages for Delivery Interruptions and Load Non-Acceptance

- a. Purchaser's failure to accept delivery of forest products due to an extended delivery interruption exceeding the limits as described in the G-027.2 (c) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of \$1,000.00 per each day of breach, until breach is remedied.

- b. Unless Purchaser and the State have made a prior agreement in writing, Purchaser's failure to accept at least the number of delivered loads as described in the G-027.2 (d) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of \$200 per each truck delivery not accepted, until breach is remedied.

D-027.2 Failure to Accept Forest Products Sold

Purchaser's failure to accept all or part of the forest products sold in this agreement prior to expiration or completion of the contract results in substantial injury to the State. Except for reasons other than 'Force Majeure' (G-056.2), either section a. or b. below will apply as determined by the State.

- a. When Purchaser's refusal to accept forest products does not prevent further harvesting operations, or forest products can be re-sold to another buyer acceptable to the State, Purchaser shall be liable for and pay State for actual damages plus costs, as determined by the State associated with the administration and re-sale of forest products not accepted by Purchaser under the terms of this contract.
- b. When Purchaser's refusal to accept forest products causes a stoppage of the State's harvesting operations and prevents the State from further harvest of the sale area, the actual damage to the State and associated costs are difficult to assess. The remaining value of all the forest products left in the sale area once the stoppage occurs is not readily ascertainable. Purchaser's failure to perform disrupts the State's management plans. Therefore, Purchaser agrees to pay the State as liquidated damages, a sum calculated using the following formula:

$$LD = (.35V - I) + C + A - P$$

Where:

- LD = Liquidated Damages
V = The stumpage value remaining in the sale area at the date of work stoppage. This will be determined by multiplying the contract bid rate contained in the P-028.2 clause for all sorts originating in the sale area, by the State's estimate of the remaining volume, less the cost of harvesting and delivery associated with each sort.
I = Initial Deposit
C = Costs associated with required harvesting services and road construction services prior to work stoppage but not amortized or paid.
A = Administrative fee = \$2,500.00
P = Advance payments received exceeding the value of logs delivered under this contract.

The above formula reflects the Purchaser's forfeiture of the initial deposit in accordance with clause P-010 by deducting the initial deposit from the amount owed. In no event shall the liquidated damages be less than zero. Interest on the liquidated

damage is owed from the date of the work stoppage until final payment, calculated using the following formula:

Interest = r x LD x N

Where:

r = daily equivalent of an annual interest at current interest rate as established by WAC 332-100-030.

N = Number of days from work stoppage to time of payment

D-030.2 Inadequate Log Accountability

Failure to provide weighing and third party scaling information result in substantial injury to the State. The potential loss of accountability is not readily ascertainable. These contractual breaches result in an increase in the potential for the delivery of forest products for which the State receives inadequate payment and causes an increase in the State's administration costs associated with this contract. The actual costs of these breaches are difficult to assess.

For these reasons, Purchaser's payments for forest product delivery under this contract will be increased in the following amounts, as liquidated damages, to compensate the State for these breaches: \$250.00 each time a load weight is not provided as required by the contract, and \$250.00 each time load scale data is not determined and provided by a State approved third party scaling organization in accordance with this contract.

IN WITNESS WHEREOF, the Parties hereto have entered into this contract.

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Purchaser

Ken McNamee

Print Name

Northeast Region Manager

Date: _____

Date: _____

Address: _____

CORPORATE ACKNOWLEDGEMENT
(Required for both LLC and Inc. Entities)

STATE OF _____)

COUNTY OF _____)

On this _____ day of _____, 20____, before me personally
appeared _____

_____ to me known to be the
_____ of the corporation
that executed the within and foregoing instrument and acknowledged said instrument to be the
free and voluntary act and deed of the corporation, for the uses and purposes therein mentioned,
and on oath stated that (he/she was) (they were) authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and
year first above written.

Notary Public in and for the State of

My appointment expires _____

Schedule A
Sort Specifications

Sort #1: Douglas-fir and western larch 7 inches to 10 inches in diameter inside the bark. If Purchaser designates peeler lengths, then chuckability standards apply to the logs. Non-chuckable logs will be delivered to the Purchaser of Sort #3. If the Purchaser designates sawlog lengths, then all Douglas-fir and western larch sawlogs will be delivered to the Purchaser of this sort and none will be delivered to the Purchaser of Sort #3.

Sort #2: Douglas-fir and western larch 11 inches and greater in diameter inside the bark. If Purchaser designates peeler lengths, then chuckability standards apply to the logs. Non-chuckable logs will be delivered to the Purchaser of Sort #4. If the Purchaser designates sawlog lengths, then all Douglas-fir and western larch sawlogs will be delivered to the Purchaser of this sort and none will be delivered to the Purchaser of Sort #4.

Sort #3: Lodgepole pine, grand fir, Engelmann spruce, white pine, western hemlock and sub-alpine fir 7 inches to 10 inches in diameter inside the bark. See Sort #1 description for handling procedures for Douglas-fir and western larch.

Sort #4: Lodgepole pine, grand fir, Engelmann spruce, white pine, western hemlock and sub-alpine fir 11 inches and greater in diameter inside the bark. See Sort #2 description for handling procedures for Douglas-fir and western larch.

Sort #5: Ponderosa pine 6 inches to 10 inches in diameter inside the bark.

Sort #6: Ponderosa pine 11 inches and greater in diameter inside the bark.

Sort #7: Western red cedar 5 inches and greater in diameter inside the bark.

Sort #8: All conifer species except for ponderosa pine and western red cedar 5 inches to 6 inches in diameter inside the bark.

Sort #9: All conifer species except western red cedar 2 inches and greater in diameter inside the bark utility.

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES**

LOG SALE AND PURCHASE CONTRACT

AGREEMENT NO. 30-0100775

SALE NAME: Q KINGS SORT 09

**THE STATE OF WASHINGTON DEPARTMENT OF NATURAL
RESOURCES, HEREINAFTER ACTING SOLELY, IN ITS PROPRIETARY
CAPACITY, STATE, AND PURCHASER, AGREE AS FOLLOWS:**

Section G: General Terms

G-001.2 Definitions

The following definitions apply throughout this contract;

Contract Administrator: Region Manager's designee responsible for assuring that the contractual obligations of the Purchaser and Contractor are met.

Contractor: State-selected harvester responsible to perform all duties as required by the Harvesting Services Contract, including but not limited to timber harvesting, road construction, debris removal and piling, hauling and delivery of forest products for weighing and/or scaling, to the Purchasers of the timber sales Sorts.

Delivery: Occurs when logs or forest products meeting the sorting specifications arrive at the Purchasers destination, as described in the contract.

Forest Product: Any material derived from the forest for commercial use.

Harvesting: A general term, referring to the Contractor's various obligations under the Harvesting Services Contract.

Harvesting Services Contract: Contract between the Contractor and the State, which sets forth the procedures and obligations of the Contractor for completing the harvesting of timber, and the delivery of various log sorts to the State's purchasers, and the payment obligations of the State, The Harvesting Services Contract will include a Road Plan for any road construction or reconstruction, where applicable.

Log Sale and Purchase Contract: Purchase Agreement between the State and Purchaser(s) of particular log sorts from the timber sale.

Purchaser: The company or individual that has entered into a Log Sale Contract with the State for individual log sorts from the timber sale area. The Contractor must deliver the designated log sorts to this company or individual. Contractor will likely be delivering different log sorts to different purchasers under the Harvesting Services Contract.

State: The Washington State Department of Natural Resources, landowner and seller of forest products from the timber sale area. The State is represented by the Region Manager as designated on the contract signature page. Contractual obligations to the State are enforced by the Region Manager or the designated Contract Administrator.

G-010.2 Products Sold and Sale Area

Purchaser was the successful bidder on July 28, 2020 and sale was confirmed on _____. The State, as owner, agrees to sell and deliver to the Purchaser logs meeting the log sort specifications as described in the G-022.2 clause. Logs will be delivered from the Q KINGS SORTS Timber Sale described as parts of Section 16 in Township 30 North, Range 42 East, Section 30 in Township 30 North, Range 40 East, Sections 26, and 36 all in Township 30 North, Range 39 East W.M., in Stevens County.

G-022.2 Sorting Specifications

Purchaser shall accept and pay for delivery of log sorts by a state selected contractor to the designated Purchaser location that meets the following specifications:

| Agreement No. | Sort # | Description | Destination |
|----------------------|---------------|---|--------------------|
| 100775 | 9 | All species except WRC 2"+ dib utility | |

HQ: Surface characteristics for high quality (HQ) log sorts will have sound tight knots not to exceed 1.5 inches in diameter, may include logs with not more than two larger knots up to 2.5 inches in diameter. Logs will have a growth ring count of 6 or more rings per inch in the outer third of the top end of the log.

G-024.2 Manufacturing Standards

All forest products except poles, produced and sold under this contract will be manufactured to maximize the amount of logs meeting preferred log lengths and to achieve the average log length listed.

| Agreement No. | Sort # | Scaling Rule |
|----------------------|---------------|---------------------|
| 100775 | 09 | ES |

| Average Log Length | Preferred Log Lengths |
|---------------------------|------------------------------|
| N/A | |

"WS" indicates that west side scaling rules apply. Minimum trim is 8 inches per scaling segment for west side scaling rules. "ES" indicates that east side scaling rules apply. Minimum trim is 4 inches per scaling segment for east side scaling rules.

Poles produced under this contract will be manufactured to ANSI specifications (American National Standard Specifications and Dimensions for Wood Poles), in force at the time of signing this contract.

- a. Sweep will be limited to within the bole of the log as measured using a tape stretched between the centers of each end of the log.
- b. Logs approved by the state for peelers shall be chuckable with no more than a 2 inch diameter area of rot within a 5 inch diameter circle located at the center of either end of the log.
- c. Limbs and knots shall be cut flush, with no more than 15 percent of a log having limbs or knots over 2 inches in diameter extending more than 2 inches above the surface of the log.

G-025 Schedules

The following attached schedules are hereby incorporated by reference:

| Schedule | Title |
|----------|---------------------|
| A | Sort Specifications |

G-026.2 Log Delivery Destination

Purchaser shall accept logs delivered to the destination as described in the G-022.2 clause. Purchaser may make a written request to the State for a change in log delivery destination or scaling or weighing location. If agreeable and in the best interest of the State, the State may approve the Purchaser's request. Written approval must be granted by the State prior to log delivery to a new destination or use of a new scaling or weighing facility.

Increased haul distance shall result in an increase in the P-028.2 log delivery payment rate in an amount to be calculated by the State. In no circumstance shall the payment rate for delivered logs be reduced as a result of a state approved delivery destination or scaling or weighing facility change.

Purchaser may refuse loads delivered to the wrong destination.

G-027.2 Log Delivery Schedule and Conditions

- a. Delivery hours - Purchaser agrees to accept logs from the Contractor at the Purchaser's delivery location during Purchaser's working hours or at least between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except legal holidays unless otherwise agreed upon by the State.
- b. Improperly loaded trucks - It is understood and agreed that the Purchaser incurs no obligation to accept improperly or illegally loaded trucks in its facility. Any truck so loaded may be directed to vacate the yard and shall remain the responsibility of the harvesting contractor. The Purchaser shall notify the State within 24 hours of any load (s) rejected and specify the reasons why.
- c. Log Delivery Interruptions - Purchaser may schedule times in which delivery of logs will not be accepted. The Purchaser shall notify the Contract Administrator at least five (5) working days before the scheduled interruption or closure occurs. The duration of the log delivery interruption shall not exceed seven (7) consecutive working days or a total of ten (10) working days over the duration of the contract term. If Purchaser's scheduled delivery interruption exceeds contract requirements and causes the State harm, Purchaser will be in breach of contract and subject to liquidated damages as per the D-026.2 and D-027.2 clauses, unless Purchaser and the State have made a prior agreement in writing to mitigate potential harm to the State.
- d. Required Acceptance of Daily Load Deliveries and Notification - If the State is harmed by purchaser's refusal to accept up to 10 truck deliveries of any one sort per day, Purchaser will be in breach of contract and subject to damages as per the D-026.2 and D-027.2 clauses. A truck delivery is all the wood delivered including sorts on super trucks, mule trains and pups brought to the delivery point by a single truck. The Purchaser shall notify the Contract Administrator at least 48 hours in advance if:
 1. Purchaser intends to limit the number of truck deliveries accepted on any day to less than that listed above, or
 2. Purchaser intends to limit the number of truck deliveries accepted on any day to the number listed above.
- e. State Notification to Purchaser - The State will notify the Purchaser when it anticipates or schedules an interruption of deliveries and when it anticipates

the number of truck deliveries on any day will exceed the number listed above.

- f. If payments are not received or, the State determines that the payment security has become unsatisfactory or, a demand is made against the payment security under the P-045.2 clause the State shall suspend deliveries until such time as the violation has been remedied. Any suspension of deliveries due to late payment or inadequate payment security will be considered a Log Delivery Interruption under (c) of this clause.

G-030.2 Contract Term and Expiration Date

Purchaser agrees to accept and pay for forest products delivered through the period ending March 31, 2021.

G-050.2 Contract Term Extension

Contract extensions and any other conditions subject to the extension as agreed to by the Purchaser and State, must be formalized in writing, signed by Purchaser and State.

G-054.2 Early Contract Termination

The State may terminate this contract in whole or in part by giving fifteen (15) days written notice to the Purchaser when it is in the best interests of the State. If this contract is so terminated, the State shall be liable only for the return of that portion of the initial deposit that is not required for payment, and the return of unapplied payments. The State shall not be liable for damages, whether direct or consequential.

G-056.2 Force Majeure

No Party shall be liable for any failure to perform its obligations, other than payments due, where such failure is as a result of Acts of Nature (including fire, flood, earthquake, storm, or other natural disaster), war, act of foreign enemies, hostilities (whether war is declared or not), terrorist activities, government sanction, fire, labor dispute, strike or lockout.

Any Party asserting Force Majeure as an excuse shall have the burden of proving that reasonable steps were taken (under the circumstances) to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other Party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

In the event of Force Majeure, the State reserves the right to terminate this agreement in accordance with clause G-054.2 'Early Contract Termination'.

G-060.2 Exclusion of Warranties

The PARTIES AGREE that the IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE and ALL OTHER WARRANTIES EXPRESSED OR IMPLIED ARE EXCLUDED from this transaction and shall not apply to the goods to be harvested or sold. For example, THE FOLLOWING

SPECIFIC MATTERS ARE NOT WARRANTED, and are EXCLUDED from this transaction:

- a. The MERCHANTABILITY of the forest products. The use of the term "merchantable" in any document is not intended to vary the foregoing.
- b. The CONDITION of the forest products. The forest products will be conveyed "AS IS."
- c. THE VOLUME, WEIGHT, QUANTITY, OR QUALITY, of the forest products to be harvested. The descriptions of the forest products to be conveyed, are estimates only, made solely for administrative and identification purposes. The timing of forest product deliveries.
- d. Items contained in any other documents prepared for or by the State.

G-065 Regulatory Disclaimer

The State disclaims any responsibility for, or liability relating to, regulatory actions by any government agency, including actions pursuant to the Forest Practices Act, Ch. 76.09 RCW that may affect the operability of the timber sale.

G-070.2 Limitation on Damage

In the event of a breach of any provision of this contract by the State, the liability of the State shall be limited to return of the unused initial deposit and unapplied payments to the Purchaser. The State shall not be liable for any damages, whether direct, incidental, or consequential.

G-112.2 Title

The State hereby warrants that State is the owner of said logs and has the right to sell same, free of liens, encumbrances, or claims, but subject to trade restrictions promulgated in WAC 240-15-015. Purchaser assumes title and all risk and responsibility for said logs upon delivery.

G-116.2 Sustainable Forestry Initiative® (SFI) Certification

Forest products purchased under this contract are certified as being in conformance with the Sustainable Forestry Initiative program Standard under certificate number: BV-SFIS-US09000572.

G-160.2 Agents

The State's rights and duties will be exercised by the Region Manager at Colville, Washington. The Region Manager will notify Purchaser in writing who is responsible for administering the contract. The Region Manager has sole authority to waive, modify, or amend the terms of this contract in the manner prescribed in clause G-180. No agent, employee, or representative of the State has any authority to bind the State to any affirmation, representation, or warranty concerning the logs conveyed beyond the terms of this contract.

The Purchaser agrees to notify the State in writing of their authorized representative at the log delivery destination who will be readily available and who shall be authorized to receive, on behalf of the Purchaser any instructions or notices given by the State in regard to performance under this contract, and any limits to this person's authority.

G-180 Modifications

Waivers, modifications, or amendments of the terms of this contract must be in writing signed by Purchaser and the State.

G-190 Contract Complete

This contract is the final expression of the Parties' agreement. There are no understandings, agreements, or representations, expressed or implied, which are not specified in this contract.

G-200.2 Notice

Notices required to be given under the following clauses shall be in writing and shall be delivered to the State or Purchaser's authorized agent or sent by certified mail to the Purchaser's address of record, so that their receipt may be acknowledged.

G-026.2 Log Delivery Destination

G-027.2 Log Delivery and Schedule Conditions

G-210.2 Violation of Contract

All other notices required to be given under this contract shall be in writing and delivered to their respective authorized agent or mailed to the Party's post office address. Parties agree to notify the other of any change of mailing address.

G-210.2 Violation of Contract

- a. If Purchaser violates any provision of this contract, the Contract Administrator, by written notice, may suspend delivery of further loads of forest products. If the violation is capable of being remedied, the Purchaser has five (5) days after receipt of suspension notice to remedy the violation. If the violation cannot be remedied (such as violation of WAC 240-15-015) or Purchaser fails to remedy the violation within five (5) days after receipt of a suspension notice, the State may terminate the rights of the Purchaser under this contract and collect damages as described in the damages clause in this contract.
- b. The State has the right to remedy the breach in the absence of any indicated attempt by the Purchaser or if Purchaser is unable, as determined by the State, to remedy the breach. Any expense incurred by the State shall be charged to Purchaser and shall be paid within thirty (30) days of receipt of billing.
- c. If Purchaser's violation is a result of a failure to make payment to the State when due, in addition to (a.) above, interest shall accrue on the unpaid balance at 12 percent per annum, beginning the date payment was due. The State may secure payments from the security provided.

G-240.2 Dispute Resolution

The following procedures apply in the event of a dispute regarding interpretation or administration of this contract and the parties agree that these procedures must be followed before a lawsuit can be initiated.

- a. In the event of a dispute, Purchaser must make a written request to the Region Manager for resolution prior to seeking other relief.
- b. The Region Manager will issue a written decision on Purchaser's request within five business days.
- c. Within five business days of receipt of the Region Manager's decision, the Purchaser may make a written request for resolution to the Deputy Supervisor - Uplands of the Department of Natural Resources.
- d. Unless otherwise agreed, the Deputy Supervisor - Uplands will hold a conference within 15 calendar days of the receipt of Purchaser's request for review of the Region Manager's written decision. Purchaser and the Region Manager will have an opportunity to present their positions. The Deputy Supervisor - Uplands will issue a decision within a reasonable time of being presented with both Parties' positions.

G-252.2 Forest Excise Tax

Purchaser shall be responsible for payment of all forest excise taxes pursuant to chapter 84.33 RCW.

G-253.2 Harvesting Cost Information

The State agrees to supply all harvesting cost information to the Purchaser for their consideration in payment of forest excise taxes.

G-260 Venue

This contract shall be governed by the laws of the State of Washington. In the event of a lawsuit involving this contract, venue shall be proper only in Thurston County Superior Court.

G-330.2 Contract Review

Purchaser may arrange with the Contract Administrator to review the provisions of this contract prior to the delivery of forest products.

Section P: Payments and Securities**P-010 Initial Deposit**

Purchaser paid DATA MISSING initial deposit, which will be maintained pursuant to RCW 79.15.100(3). If the operating authority on this contract expires without Purchaser's payment of the full amount specified in the 'Payment for Forest Products' clause, the initial deposit will be immediately forfeited to the State, and will be offset against Purchaser's remaining balance due. Any excess initial deposit funds not needed

to ensure full payment of the contract price, or not needed to complete any remaining obligations of the Purchaser existing after contract expiration, will be refunded to the Purchaser.

P-028.2 Payment for Forest Products Delivered

Purchaser agrees to pay the State for delivered forest products at the following rate:

\$0.00/Ton

\$0.00/MBF for incorrect species delivery*

Purchaser agrees to increase the above delivered payment rate as approved by the State in the event the location of delivery is changed per the G-026.2 clause.

Purchaser will not be billed for any delivered logs that are scaled as containing metal.

*When two or more log sorts from this project are delivered to the same destination, the species contained in them are not eligible for the species price reduction.

P-036.2 Missorts and Payment Reduction for Delivered Forest Products

Forest Products delivered that do not meet the sorting specifications in G-022.2 are considered mis-sorts. Purchaser receiving mis-sort Forest Products is required to pay the State at the bid price under this contract.

However, when mis-sorted Forest Products amount to more than 5% of the total delivered sort volume, Purchaser may request approval for payment reduction for delivered volume exceeding the mis-sort threshold.

Requests for payment reduction must be submitted to the State in writing prior to contract expiration. Eligibility for mis-sort payment reduction is subject to State approval and shall be determined by the State's delivered product analysis. Forest Products determined by the State eligible for mis-sort price reduction are not eligible for any other price adjustments.

Payment reduction for Forest Products deemed mis-sorted will be calculated as follows:

$$\text{Payment Reduction} = (B \times M) \times R$$

Where:

B = Bid rate from P-028.2 clause

M = Mis-sorted volume exceeding threshold excluding utility

R = Reduction factor*

0.2 for diameter mis-sort

0.3 for high quality mis-sort

*Logs eligible for payment reduction based on multiple reduction factors will be calculated at the higher payment reduction factor.

Third-party scaling organization information is required to determine Scribner mbf for payment reduction purposes. Value will be derived from the applicable sort value as described in this contract.

Scale information for determining mis-sort payment reduction eligibility must be obtained from roll-out scale. Truck-ramp, sample scaling, and/or bundle scaling information is not acceptable for determining eligibility.

Purchaser's exclusive remedy for mis-sorts shall be the payment reduction described in this clause, notwithstanding other provisions in the Uniform Commercial Code

P-037.2 Mismanufacture and Payment Reduction for Delivered Forest Products

Forest Products delivered that do not meet preferred log length specifications or multiples or combinations of preferred lengths and Forest Products delivered not meeting manufacturing standards as described in clause G-024.2 are considered mis-manufactured. Purchaser receiving mis-manufactured Forest Products is required to pay the State at the bid price under this contract.

However, when mis-manufactured Forest Products amount to more than 8% of the total delivered sort volume, Purchaser may request approval for payment reduction for delivered volume exceeding the mis-manufacture threshold.

Requests for payment reduction must be submitted to the State in writing prior to contract expiration. Eligibility for mis-manufacture payment reduction is subject to State approval and shall be determined by the State's delivered product analysis. Forest Products determined by the State eligible for mis-manufacture price reductions are not eligible for any other price adjustments.

Payment reduction for Forest Products deemed mis-manufactured will be calculated as follows:

$$\text{Payment Reduction} = (B \times M) \times (0.2)$$

Where:

B = Bid rate from P-028.2 clause

M = Mis-manufactured volume exceeding threshold excluding utility

Third-party scaling organization information is required to determine Scribner mbf for payment reduction purposes. Value will be derived from the applicable sort value as described in this contract.

Scale information for determining mis-manufacture payment reduction eligibility must be obtained from roll-out scale. Truck-ramp, sample scaling, and/or bundle scaling information is not acceptable for determining eligibility.

Purchaser's exclusive remedy for mis-manufacture shall be the payment reduction described in this clause, notwithstanding other provisions in the Uniform Commercial Code.

P-039.2 Tonnage Sort Payment Reduction Requirements

Purchaser must provide a plan in writing, acceptable to the State, to acquire third party Scribner mbf scaling information in order to be eligible for a payment reduction for a tonnage sort according to clauses P-036.2 or P-037.2. Logs delivered and accepted by the Purchaser prior to the State's acceptance of Purchaser's written payment reduction plan are not eligible for payment reduction.

Failure of Purchaser to provide sample scale data in a timely, accurate and legible basis will void an approved sample scale plan.

An approved payment reduction plan can be voided at the sole discretion of the State.

For the purpose of tonnage sort payment reduction requests, preferred log lengths for tonnage sawlog sorts shall include the following plus any additional lengths identified in clause G-024.2:

| Species Type | Preferred Lengths |
|----------------|--|
| Conifer Sorts | 16', 20', 24', 26', 32', 40' |
| Hardwood Sorts | 18', 20', 26', 28', 30', 36', 38', 40' |

P-040.2 Weighing and Scaling Costs

Purchaser agrees to pay for all weighing costs for logs delivered regardless if logs are purchased on a weight or scale basis. In addition, Purchaser agrees to pay for all scaling costs for logs delivered on a scale basis. Purchaser also agrees to pay for all costs associated with the transmission and reporting of scale or weight data.

P-045.2 Guarantee of Payment

Prior to the delivery of forest products and at a date determined by the State, Purchaser shall guarantee payment to the State for products delivered by posting with the State an approved payment security. If the Purchaser has purchased more than one sort, the payment securities may be consolidated for all the sorts. Acceptable payment security includes cash, certificate of deposit assignment, payment bond, savings account assignment, or irrevocable bank letter of credit.

The amount of payment security shall be determined by the State. The amount of payment security shall represent at least 30 days value of forest product deliveries. Payment security for products delivered will be used to guarantee payment to the State for late or non-payments.

If at any time the State determines that the security has become unsatisfactory or a demand is made against the payment security, the Purchaser agrees to increase the

amount or replace the security with one acceptable to the state within 5 business days. Failure to increase the amount or replace the security is considered a breach of contract.

P-050.2 Billing and Payment Procedure for Forest Products Delivered

The State will compute and forward to Purchaser a billing statement of charges for forest products delivered during the billing period at the delivered rate shown in P-028.2 clause. After receipt of the billing statement, Purchaser's payment must be received by the Department of Natural Resources on or before the due date shown on the billing statement. Purchaser agrees to make payment, payable to the Department of Natural Resources. Failure to pay on time for forest products delivered is considered a breach of contract.

Included with the billing statement will be a summary report for the billing period compiled by the State or their log and load reporting service.

The State will adjust final billings to account for any State approved payment reductions.

P-080 Payment Account Refund

Advance payments made under P-045 or P-045.2 remaining on account above the value for the charges shall be returned to Purchaser within 30 days following the final report of charges. Refunds not made within the 30 day period will accrue interest at the interest rate, as established by WAC 332-100-030, computed on a daily basis until paid.

Section L: Log Definitions and Accountability

L-010.2 Forest Products Conveyed

Forest products conveyed are logs or parts of logs delivered meeting the sorting criteria defined by clause G-022.2 and manufacturing standards defined by clause G-024.2 of this contract

L-014.2 Sorts Delivered to Incorrect Destination

Purchaser has agreed to purchase the sort as described in the G-022.2 clause. In the event a load from a different sort is delivered to Purchaser, Purchaser may reject the load. If Purchaser receives an incorrectly delivered load, they shall notify the State within 24 hours. If the Purchaser accepts the load, provisions in the P-035.2 or P-036.2 clause may apply.

L-071.2 Log and Load Reporting Service

This contract may at the States discretion, require the services of a State approved third party log and load reporting service. Purchaser shall ensure log volume measurement, weight, or scale and weight data for each load is received by the log and load reporting service within 2 business day of logs being measured or weighed.

If during the term of this contract, the State discontinues use of the Log and Load Reporting Service, the State will notify the Purchaser in writing, and will approve an alternative log and load reporting process.

L-090 Scaling Rules

Determination of volume of any forest products shall be conducted by a state approved third party scaling organization and in accordance with the Eastside log scaling and grading rules, Region 6 taper rules, and Scribner Volume Table, revised July 1, 1972, contained in the Northwest Log Rules Eastside and Westside Log Scaling Handbook (developed and produced by the Northwest Log Rules Advisory Group) and in effect on the date of confirmation of this contract.

Special scaling specifications shall be noted on the State's Brand Designation form which is hereby incorporated to this contract by reference.

L-110 State Approval of Log Scaling and Weighing Locations

Forest Product measurement and weighing facilities required by this contract must be approved by the State. Forest products sold under the contract which require log scaling shall be scaled, measured, or counted by a State approved third party log scaling organization. Forest products sold under the contract which require weighing shall be weighed at a location that meets Washington State Department of Agriculture approval.

Prior to forest products being hauled, the Contract Administrator must authorize in writing the use of State approved measurement and/or weighing facilities that are at or en-route to final destinations. Forest products from this sale shall be measured or weighed at facilities, which are currently approved for use by the State and are currently authorized for this sale. The State reserves the right to verify load volume and weights with State employees or contractors at the State's own expense. The State reserves the right to revoke the authorization of previously approved measurement locations.

Section D: Damages**D-010 Liquidated Damages**

The clauses in the DAMAGES section of this contract provide for payments by Purchaser to the State for certain breaches of the terms of this contract. These payments are agreed to as liquidated damages and not as penalties. They are reasonable estimates of anticipated harm to the State caused by Purchaser's breach. These liquidated damages provisions are agreed to by the State and Purchaser with the understanding of the difficulty of proving loss and the inconvenience or infeasibility of obtaining an adequate remedy. These liquidated damages provisions provide greater certainty for the Purchaser by allowing the Purchaser to better assess its responsibilities under the contract.

D-026.2 Damages for Delivery Interruptions and Load Non-Acceptance

- a. Purchaser's failure to accept delivery of forest products due to an extended delivery interruption exceeding the limits as described in the G-027.2 (c) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of \$1,000.00 per each day of breach, until breach is remedied.

- b. Unless Purchaser and the State have made a prior agreement in writing, Purchaser's failure to accept at least the number of delivered loads as described in the G-027.2 (d) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of \$200 per each truck delivery not accepted, until breach is remedied.

D-027.2 Failure to Accept Forest Products Sold

Purchaser's failure to accept all or part of the forest products sold in this agreement prior to expiration or completion of the contract results in substantial injury to the State. Except for reasons other than 'Force Majeure' (G-056.2), either section a. or b. below will apply as determined by the State.

- a. When Purchaser's refusal to accept forest products does not prevent further harvesting operations, or forest products can be re-sold to another buyer acceptable to the State, Purchaser shall be liable for and pay State for actual damages plus costs, as determined by the State associated with the administration and re-sale of forest products not accepted by Purchaser under the terms of this contract.
- b. When Purchaser's refusal to accept forest products causes a stoppage of the State's harvesting operations and prevents the State from further harvest of the sale area, the actual damage to the State and associated costs are difficult to assess. The remaining value of all the forest products left in the sale area once the stoppage occurs is not readily ascertainable. Purchaser's failure to perform disrupts the State's management plans. Therefore, Purchaser agrees to pay the State as liquidated damages, a sum calculated using the following formula:

$$LD = (.35V - I) + C + A - P$$

Where:

- LD = Liquidated Damages
V = The stumpage value remaining in the sale area at the date of work stoppage. This will be determined by multiplying the contract bid rate contained in the P-028.2 clause for all sorts originating in the sale area, by the State's estimate of the remaining volume, less the cost of harvesting and delivery associated with each sort.
I = Initial Deposit
C = Costs associated with required harvesting services and road construction services prior to work stoppage but not amortized or paid.
A = Administrative fee = \$2,500.00
P = Advance payments received exceeding the value of logs delivered under this contract.

The above formula reflects the Purchaser's forfeiture of the initial deposit in accordance with clause P-010 by deducting the initial deposit from the amount owed. In no event shall the liquidated damages be less than zero. Interest on the liquidated

damage is owed from the date of the work stoppage until final payment, calculated using the following formula:

$$\text{Interest} = r \times \text{LD} \times N$$

Where:

r = daily equivalent of an annual interest at current interest rate as established by WAC 332-100-030.

N = Number of days from work stoppage to time of payment

D-030.2 Inadequate Log Accountability

Failure to provide weighing and third party scaling information result in substantial injury to the State. The potential loss of accountability is not readily ascertainable. These contractual breaches result in an increase in the potential for the delivery of forest products for which the State receives inadequate payment and causes an increase in the State's administration costs associated with this contract. The actual costs of these breaches are difficult to assess.

For these reasons, Purchaser's payments for forest product delivery under this contract will be increased in the following amounts, as liquidated damages, to compensate the State for these breaches: \$250.00 each time a load weight is not provided as required by the contract, and \$250.00 each time load scale data is not determined and provided by a State approved third party scaling organization in accordance with this contract.

IN WITNESS WHEREOF, the Parties hereto have entered into this contract.

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Purchaser

Ken McNamee

Print Name

Northeast Region Manager

Date: _____

Date: _____

Address:

CORPORATE ACKNOWLEDGEMENT
(Required for both LLC and Inc. Entities)

STATE OF _____)

COUNTY OF _____)

On this _____ day of _____, 20____, before me personally appeared _____

_____ to me known to be the _____ of the corporation that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the corporation, for the uses and purposes therein mentioned, and on oath stated that (he/she was) (they were) authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public in and for the State of

My appointment expires _____

Schedule A
Sort Specifications

Sort #1: Douglas-fir and western larch 7 inches to 10 inches in diameter inside the bark. If Purchaser designates peeler lengths, then chuckability standards apply to the logs. Non-chuckable logs will be delivered to the Purchaser of Sort #3. If the Purchaser designates sawlog lengths, then all Douglas-fir and western larch sawlogs will be delivered to the Purchaser of this sort and none will be delivered to the Purchaser of Sort #3.

Sort #2: Douglas-fir and western larch 11 inches and greater in diameter inside the bark. If Purchaser designates peeler lengths, then chuckability standards apply to the logs. Non-chuckable logs will be delivered to the Purchaser of Sort #4. If the Purchaser designates sawlog lengths, then all Douglas-fir and western larch sawlogs will be delivered to the Purchaser of this sort and none will be delivered to the Purchaser of Sort #4.

Sort #3: Lodgepole pine, grand fir, Engelmann spruce, white pine, western hemlock and sub-alpine fir 7 inches to 10 inches in diameter inside the bark. See Sort #1 description for handling procedures for Douglas-fir and western larch.

Sort #4: Lodgepole pine, grand fir, Engelmann spruce, white pine, western hemlock and sub-alpine fir 11 inches and greater in diameter inside the bark. See Sort #2 description for handling procedures for Douglas-fir and western larch.

Sort #5: Ponderosa pine 6 inches to 10 inches in diameter inside the bark.

Sort #6: Ponderosa pine 11 inches and greater in diameter inside the bark.

Sort #7: Western red cedar 5 inches and greater in diameter inside the bark.

Sort #8: All conifer species except for ponderosa pine and western red cedar 5 inches to 6 inches in diameter inside the bark.

Sort #9: All conifer species except western red cedar 2 inches and greater in diameter inside the bark utility.



WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES

FOREST EXCISE TAX ROAD SUMMARY SHEET

Region: Northeast

Timber Sale Name: Q KINGS SORTS

Application Number: 30- 098253

EXCISE TAX APPLICABLE ACTIVITIES

Construction: 0 linear feet
Road to be constructed (optional and required) but not abandoned

Reconstruction: 0 linear feet
Road to be reconstructed (optional and required) but not abandoned

Abandonment: 0 linear feet
Abandonment of existing roads not reconstructed under the contract

Decommission: 2,187 linear feet
Road to be made undriveable but not officially abandoned.

Pre-Haul Maintenance: 61,922 linear feet
Existing road to receive maintenance work (optional and required) prior to haul

EXCISE TAX EXEMPT ACTIVITIES

Temporary Construction: 0 linear feet
Roads to be constructed (optional and required) and then abandoned

0 linear feet
Temporary Reconstruction:
Roads to be reconstructed (optional and required) and then abandoned

All parties must make their own assessment of the taxable or non-taxable status of any work performed under the timber sale contract. The Department of Revenue bears responsibility for determining forest road excise taxes. The Department of Natural Resources developed this form to help estimate the impact of forest excise taxes. However, the information provided may not precisely calculate the actual amount of taxes due. The Department of Revenue is available for consultation by calling 1.800.548.8829.

(Revised 9/18)

Cruise Narrative

| | |
|--|--|
| Sale Name: Kings Sorts FH | Region: Northeast |
| Agreement Number: 30-098253 | District: Arcadia |
| Lead Cruiser: Jim Putnam | Completion Date: 4/15/19 (edited 7/8/2020) |
| Other Cruisers on sale: Dylan Worlock | Legal: Sections 26 & 36, T 30N, R 39E; Section 30, T30N, R40E; Section 16, T 30N, R 42E WM. |

| Unit Acreage Specifications: | | | | | | | |
|-------------------------------------|--------------------|------------------|------------------------|-----------------------|-------------------------|-------------------|--------------|
| Unit # | Gross Acres | Net Acres | Total Deletions | Existing Roads | Leave Tree Acres | Power Line | Other |
| 1 | 78.4 | 77.4 | 1.0 | 1.0 | | | |
| 2 | *Removed from sale | | | | | | |
| 3 | 114.4 | 109.1 | 5.3 | 3.9 | | | 1.4 |
| 4 | 177.3 | 172.1 | 5.2 | 5.2 | | | |
| 5 | 218.0 | 215.9 | 2.1 | 1.6 | 0.5 | | |
| 6 | 28.2 | 28.2 | 0.0 | | | | |
| 7 | *Removed from sale | | | | | | |
| Total | 616.3 | 602.7 | 13.6 | 11.7 | 0.5 | 0.0 | 1.4 |

*1.4 other acres removed from unit 3 due to active rock pit as noted on timber sale maps

Cruise Sample Design:

This timber sale was cruised using the **variable plot** sampling method. The double basal area system was employed; a small BAF to determine Basal Area (count trees) and a large BAF to determine the Volume-Basal Area Ratio (cruise trees). Each plot was a full plot. Plot locations were created using a computer generated grid, and found using a hand held GPS unit.

| Unit # | Small BAF (count) | Large BAF (cruise) | Sighting height | Grid size (plot spacing in feet) | % Cruise to count Target | % Cruise to count Actual | Total number of Plots |
|--------|-------------------|--------------------|-----------------|----------------------------------|--------------------------|--------------------------|-----------------------|
| 1 | 20 | 54.45 | D4H | 300'x 300' | 37% | 34.2% | 36 |
| 3 | 27.78 | 111.11 | D4H | 300'x 300' | 25% | 28.8% | 50 |
| 4 | 20 | 80.28 | D4H | 300'x 300' | 25% | 25.4% | 80 |
| 5 | 10 | 40 | D4H | 300'x 300' | 25% | 30.8% | 106 |
| 6 | 40 | 80.28 | D4H | 285'x 285' | 50% | 52.3% | 14 |
| Total | | | | | | | 328 |

Cruise Specifications:

| | |
|--|--|
| Minor species cruise intensity: | We grade the first tree of all minor species encountered with the smaller BAF; then followed through with the small BAF to large BAF ratio. |
| Minimum top dib: | <p>Ponderosa pine and western red cedar: Trees less than 17.5" DBH have a minimum top of 5.6" dib. Trees 17.6" and greater DBH have a minimum top dib of 40% of DOB at 16' or a 6" top whichever is greater.</p> <p>All other species: Trees less than 17.5" DBH have a minimum top of 4.6" dib. Trees 17.6" and greater DBH have a minimum top dib of 40% of DOB at 16' or a 6" top whichever is greater.</p> |
| Minimum dbh: | Ponderosa pine & western red cedar: 8.0 inches DBH All other species: 7.0 inches DBH |
| Log lengths: | Saw logs: 32 feet where possible, minimum of 12 feet Utility: 16 feet where possible, minimum of 12 feet |
| Take / Leave tree description: | Harvest all green conifers that meet the minimum cruise specifications that are NOT banded with purple paint. |
| Commercial species observed in sale area, but not in cruise: | Western hemlock |
| Utility wood: | Comprised of non-board foot volume and volume below the minimum top diameter of 5" or 40% of DOB at 16' to a minimum of a 2.6" top. |
| Status codes used: | L – leave tree |
| Sort codes used | D – saw log, U – utility log |
| Species table used: | NE 2 inch |
| Grade table used: | Eastgrad |
| Other tables used (cruise adjustment): | |

Field Observations:

| | |
|------------------------|--|
| Location: | Southern Stevens County; units 1-5 are 4 miles due west of Springdale, Wa; unit 6 is 6 miles east-northeast of Loon Lake, Washington. |
| Aspect: | North, East, South and West |
| Elevation: | 2100 to 4000 |
| Slope: | Unit 1 – 0% to 15%, Average 5% Unit 3 – 0% to 40%, Average 20% Unit 4 – 0% to 55%, Average 35% Unit 5 – 0% to 30%, Average 20% Unit 6 – 0% to 50%, Average 35% |
| Harvest Methods: | 100% Ground base yarding. |
| Stand Composition: | The stands are second growth Douglas-fir, ponderosa pine, and western larch with larger residual trees. There is a minor component of grand fir, lodgepole pine, and western redcedar. |
| Stand Health: | There are areas of root rot and mistletoe within the sale area. |
| Timber Quality: | The timber is a mix of domestic quality Douglas-fir (33%), ponderosa pine (27%), and western larch (24%), with small amounts of grand fir (10%), lodgepole pine (3%), and western redcedar (2%). |
| Non-board Foot Volume: | 72 mbf of the total sale volume is comprised of utility wood. |
| Other Considerations: | |

Trust and Counties:

| Unit # | Based on Volume | | | | Based on Acres | | |
|------------|-----------------|--------------|--------------|--------------|----------------|----------|----------|
| | Trust 03 mbf | Trust 04 mbf | Trust 07 mbf | Combined mbf | Trust 03 | Trust 04 | Trust 07 |
| 1 | 566 | 0 | 0 | 566 | 77.4 | 0 | 0 |
| 3 | 0 | 0 | 667 | 667 | 0 | 0 | 109.1 |
| 4 | 0 | 0 | 1018 | 1018 | 0 | 0 | 172.1 |
| 5 | 0 | 603 | 0 | 603 | 0 | 215.9 | 0 |
| 6 | 531 | 0 | 0 | 531 | 27.6 | 0 | 0 |
| Total | 1097 | 603 | 1685 | 3385 | 105 | 215.9 | 281.2 |
| % of Total | 32.41% | 17.81% | 49.78% | 100.00% | 17.44% | 35.86% | 46.70% |

*Due to cruise software rounding rules, the project volume report shows 3,387 mbf, while adding the unit volume reports individually totals 3,385 mbf (this is the more accurate number).

Entire sale is located within Stevens County.

Prepared by: Dylan Worlock

Title: Forest Check Cruiser

CC: Timber Sales Document Center & File #30-098253

| TC | | PSPCSTGR | | Species, Sort Grade - Board Foot Volumes (Project) | | | | | | | | | | | | | | | | | |
|--|--------|----------|----------|--|------------------|---------|-------|------------------|----------------------------------|------|-------|-----|------------|-------|-------|-------|-------------|-----------|-----------|-----------|----------------------|
| T30N R39E S26 Ty00U5 THRU T30N R42E S16 Ty00U6 | | | | Project: | | KINGSFH | | | | | | | | | | | Page | | 1 | | |
| | | | | Acres | | 602.70 | | | | | | | | | | | Date | | 7/8/2020 | | |
| | | | | | | | | | | | | | | | | | Time | | 8:12:16AM | | |
| Spp | S T | So rt | Gr ad | % Net BdFt | Bd. Ft. per Acre | | | Total Net MBF | Percent of Net Board Foot Volume | | | | | | | | Average Log | | | | Logs Per /Acre |
| | | | | | Def% | Gross | Net | | Log Scale Dia. | | | | Log Length | | | | Ln Ft | Dia In | Bd Ft | CF/ Lf | |
| | | | | | | | | | 4-5 | 6-11 | 12-16 | 17+ | 12-20 | 21-30 | 31-35 | 36-99 | | | | | |
| PP | D | 4 | | 44 | 2.4 | 703 | 686 | 414 | | 2 | 88 | 11 | | 1 | 99 | 32 | 14 | 273 | 1.75 | 2.5 | |
| PP | D | 5 | | 56 | 4.7 | 886 | 845 | 509 | | 100 | | | | 8 | 16 | 76 | 26 | 7 | 66 | 0.62 | 12.8 |
| PP Totals | | | | 27 | 3.7 | 1,589 | 1,531 | 923 | | 56 | 39 | 5 | | 5 | 9 | 86 | 27 | 9 | 100 | 0.84 | 15.3 |
| WL | D | 2 | | 31 | 4.1 | 437 | 419 | 253 | | | 66 | 34 | | | 100 | 32 | 14 | 262 | 1.63 | 1.6 | |
| WL | D | 3 | | 56 | 4.3 | 773 | 739 | 446 | | | 100 | | | | 100 | 32 | 8 | 89 | 0.63 | 8.3 | |
| WL | D | 4 | | 11 | | 154 | 154 | 93 | 69 | 31 | | | 31 | 21 | 48 | 23 | 5 | 30 | 0.27 | 5.1 | |
| WL | U | UT | | 2 | | 18 | 18 | 11 | 100 | | | | 100 | | | 15 | 3 | 8 | 0.16 | 2.3 | |
| WL Totals | | | | 24 | 3.7 | 1,382 | 1,330 | 802 | | 9 | 59 | 21 | 11 | 5 | 2 | 93 | 27 | 7 | 77 | 0.61 | 17.3 |
| GF | D | 2 | | 41 | 1.6 | 228 | 225 | 135 | | | 79 | 21 | | | 100 | 32 | 15 | 339 | 1.67 | .7 | |
| GF | D | 3 | | 34 | 2.3 | 187 | 183 | 110 | | | 62 | 30 | 8 | | 100 | 32 | 8 | 97 | 0.65 | 1.9 | |
| GF | D | 4 | | 23 | .2 | 126 | 126 | 76 | 76 | 24 | | | 36 | 27 | 37 | 23 | 5 | 31 | 0.29 | 4.1 | |
| GF | U | UT | | 2 | | 9 | 9 | 6 | 100 | | | | 100 | | | 16 | 3 | 10 | 0.15 | .9 | |
| GF Totals | | | | 10 | 1.5 | 551 | 542 | 327 | | 19 | 26 | 43 | 11 | 10 | 6 | 84 | 25 | 7 | 72 | 0.54 | 7.5 |
| DF | D | 2 | | 32 | 2.6 | 626 | 610 | 367 | | | 93 | 7 | | | 100 | 32 | 14 | 279 | 1.83 | 2.2 | |
| DF | D | 3 | | 44 | 2.1 | 857 | 839 | 505 | | | 95 | 5 | | | 1 | 99 | 32 | 8 | 87 | 0.64 | 9.7 |
| DF | D | 4 | | 19 | 1.5 | 360 | 355 | 214 | 67 | 33 | | | 31 | 43 | 27 | 23 | 5 | 27 | 0.32 | 13.4 | |
| DF | U | UT | | 5 | | 79 | 79 | 48 | 100 | | | | 83 | 17 | | 16 | 3 | 9 | 0.13 | 8.7 | |
| DF Totals | | | | 33 | 2.1 | 1,922 | 1,882 | 1,134 | | 17 | 48 | 32 | 2 | 9 | 9 | 82 | 25 | 6 | 55 | 0.53 | 34.0 |
| LP | D | 3 | | 77 | 7.0 | 163 | 152 | 92 | | | 100 | | | | 100 | 32 | 8 | 80 | 0.58 | 1.9 | |
| LP | D | 4 | | 17 | | 32 | 32 | 19 | 100 | | | | 11 | 89 | | 25 | 5 | 28 | 0.29 | 1.1 | |
| LP | U | UT | | 6 | | 11 | 11 | 7 | 100 | | | | | 100 | | 24 | 3 | 10 | 0.16 | 1.1 | |
| LP Totals | | | | 3 | 5.5 | 207 | 195 | 118 | | 22 | 78 | | | 2 | 20 | 78 | 28 | 6 | 47 | 0.41 | 4.2 |
| RC | D | 3 | | 77 | 5.5 | 113 | 107 | 64 | | | 85 | 15 | | 9 | 91 | 30 | 7 | 66 | 0.59 | 1.6 | |
| RC | D | 4 | | 23 | | 31 | 31 | 19 | | | 100 | | | 42 | 58 | 22 | 6 | 27 | 0.35 | 1.1 | |
| RC Totals | | | | 2 | 4.4 | 144 | 138 | 83 | | | 88 | 12 | | 16 | 13 | 71 | 27 | 7 | 50 | 0.51 | 2.8 |
| Totals | | | | | 3.0 | 5,795 | 5,619 | 3,387 | | 10 | 53 | 31 | 6 | 7 | 8 | 85 | 26 | 7 | 69 | 0.60 | 81.0 |

| TC PSTATS | | | | | | PROJECT STATISTICS | | | | PAGE | 1 | |
|--|------|-------------|-------------|-------------------|----------------|---------------------------|----------------------|-------------|--------------|--------------|--------------|--------------|
| | | | | | | PROJECT KINGSFH | | | | DATE | 7/8/2020 | |
| TWP | RGE | SC | TRACT | TYPE | | ACRES | PLOTS | TREES | CuFt | BdFt | | |
| 30N | 39E | 26 | Q KINGS FH | 00U5 | THR | 602.70 | 286 | 832 | S | E | | |
| 30N | 42E | 16 | Q KINGS FH | 00U6 | | | | | | | | |
| | | | PLOTS | TREES | TREES PER PLOT | ESTIMATED TOTAL TREES | PERCENT SAMPLE TREES | | | | | |
| TOTAL | | | 286 | 832 | 2.9 | | | | | | | |
| CRUISE | | | 133 | 205 | 1.5 | 26,302 | .8 | | | | | |
| DBH COUNT REFOREST | | | | | | | | | | | | |
| COUNT | | | 116 | 306 | 2.6 | | | | | | | |
| BLANKS | | | 37 | | | | | | | | | |
| 100 % | | | | | | | | | | | | |
| STAND SUMMARY | | | | | | | | | | | | |
| SAMPLE TREES | | | TREES /ACRE | AVG DBH | BOLE LEN | REL DEN | BASAL AREA | GROSS BF/AC | NET BF/AC | GROSS CF/AC | NET CF/AC | |
| P PINE | | | 68 | 9.2 | 16.2 | 63 | 3.3 | 13.2 | 1,589 | 1,531 | 350 | 350 |
| W LARCH | | | 44 | 6.8 | 14.7 | 88 | 2.1 | 8.0 | 1,337 | 1,291 | 280 | 280 |
| W LARCH-L | | | 2 | .1 | 24.5 | 92 | 0.0 | .2 | 44 | 39 | 9 | 9 |
| DOUG FIR | | | 66 | 18.3 | 12.4 | 60 | 4.4 | 15.3 | 1,922 | 1,882 | 441 | 441 |
| GR FIR | | | 15 | 4.8 | 11.3 | 61 | 1.0 | 3.4 | 551 | 542 | 104 | 104 |
| WR CEDAR | | | 6 | 2.2 | 11.0 | 41 | 0.4 | 1.5 | 144 | 138 | 37 | 37 |
| LP PINE | | | 4 | 2.3 | 11.6 | 68 | 0.5 | 1.7 | 207 | 195 | 48 | 48 |
| TOTAL | | | 205 | 43.6 | 13.5 | 65 | 11.8 | 43.3 | 5,795 | 5,619 | 1,268 | 1,268 |
| CONFIDENCE LIMITS OF THE SAMPLE | | | | | | | | | | | | |
| 68.1 TIMES OUT OF 100 THE VOLUME WILL BE WITHIN THE SAMPLE ERROR | | | | | | | | | | | | |
| CL | 68.1 | COEFF | | SAMPLE TREES - BF | | | # OF TREES REQ. | | INF. POP. | | | |
| SD: | 1.0 | VAR.% | S.E.% | LOW | AVG | HIGH | 5 | 10 | 15 | | | |
| P PINE | | 73.1 | 8.9 | 246 | 269 | 293 | | | | | | |
| W LARCH | | 70.1 | 10.6 | 241 | 269 | 298 | | | | | | |
| W LARCH-L | | | | | | | | | | | | |
| DOUG FIR | | 105.1 | 12.9 | 187 | 215 | 242 | | | | | | |
| GR FIR | | 116.3 | 32.2 | 231 | 341 | 451 | | | | | | |
| WR CEDAR | | 70.6 | 31.4 | 59 | 87 | 114 | | | | | | |
| LP PINE | | 83.8 | 47.9 | 34 | 65 | 96 | | | | | | |
| TOTAL | | 89.4 | 6.3 | 236 | 252 | 267 | 319 | 80 | 35 | | | |
| CL | 68.1 | COEFF | | SAMPLE TREES - CF | | | # OF TREES REQ. | | INF. POP. | | | |
| SD: | 1.0 | VAR.% | S.E.% | LOW | AVG | HIGH | 5 | 10 | 15 | | | |
| P PINE | | 60.8 | 7.4 | 54 | 58 | 62 | | | | | | |
| W LARCH | | 60.9 | 9.2 | 52 | 57 | 62 | | | | | | |
| W LARCH-L | | | | | | | | | | | | |
| DOUG FIR | | 95.0 | 11.7 | 43 | 48 | 54 | | | | | | |
| GR FIR | | 107.3 | 29.7 | 44 | 63 | 82 | | | | | | |
| WR CEDAR | | 82.5 | 36.7 | 16 | 26 | 35 | | | | | | |
| LP PINE | | 77.0 | 44.0 | 9 | 16 | 23 | | | | | | |
| TOTAL | | 77.7 | 5.5 | 51 | 54 | 57 | 241 | 60 | 27 | | | |
| CL | 68.1 | COEFF | | TREES/ACRE | | | # OF PLOTS REQ. | | INF. POP. | | | |
| SD: | 1.0 | VAR.% | S.E.% | LOW | AVG | HIGH | 5 | 10 | 15 | | | |
| P PINE | | 182.4 | 10.8 | 8 | 9 | 10 | | | | | | |
| W LARCH | | 276.1 | 16.3 | 6 | 7 | 8 | | | | | | |
| W LARCH-L | | 1258.7 | 74.4 | 0 | 0 | 0 | | | | | | |
| DOUG FIR | | 132.9 | 7.9 | 17 | 18 | 20 | | | | | | |
| GR FIR | | 420.3 | 24.8 | 4 | 5 | 6 | | | | | | |
| WR CEDAR | | 587.0 | 34.7 | 1 | 2 | 3 | | | | | | |
| LP PINE | | 484.2 | 28.6 | 2 | 2 | 3 | | | | | | |
| TOTAL | | 87.4 | 5.2 | 41 | 44 | 46 | 305 | 76 | 34 | | | |
| CL | 68.1 | COEFF | | BASAL AREA/ACRE | | | # OF PLOTS REQ. | | INF. POP. | | | |
| SD: | 1.0 | VAR.% | S.E.% | LOW | AVG | HIGH | 5 | 10 | 15 | | | |

PROJECT STATISTICS**PROJECT KINGSFH**

| TWP | RGE | SC | TRACT | TYPE | ACRES | PLOTS | TREES | CuFt | BdFt | |
|--------------|------------|----------|--------------------------|--------------|--------------|--------------|-----------------|------------|-----------|-----------|
| 30N 30N | 39E 42E | 26 16 | Q KINGS FH Q KINGS FH | 00U5 00U6 | THR | 602.70 | 286 | 832 | S | E |
| P PINE | | | 154.4 | 9.1 | 12 | 13 | 14 | | | |
| W LARCH | | | 222.9 | 13.2 | 7 | 8 | 9 | | | |
| W LARCH-L | | | 1258.7 | 74.4 | 0 | 0 | 0 | | | |
| DOUG FIR | | | 122.3 | 7.2 | 14 | 15 | 16 | | | |
| GR FIR | | | 402.9 | 23.8 | 3 | 3 | 4 | | | |
| WR CEDAR | | | 546.2 | 32.3 | 1 | 1 | 2 | | | |
| LP PINE | | | 495.5 | 29.3 | 1 | 2 | 2 | | | |
| TOTAL | | | 63.4 | 3.7 | 42 | 43 | 45 | 160 | 40 | 18 |
| CL | 68.1 | COEFF | NET BF/ACRE | | | | # OF PLOTS REQ. | | INF. POP. | |
| SD: | 1.0 | VAR.% | S.E.% | LOW | AVG | HIGH | 5 | 10 | 15 | |
| P PINE | | | 153.9 | 9.1 | 1,392 | 1,531 | 1,670 | | | |
| W LARCH | | | 215.1 | 12.7 | 1,127 | 1,291 | 1,456 | | | |
| W LARCH-L | | | 1258.7 | 74.4 | 10 | 39 | 67 | | | |
| DOUG FIR | | | 129.7 | 7.7 | 1,738 | 1,882 | 2,026 | | | |
| GR FIR | | | 464.7 | 27.5 | 393 | 542 | 691 | | | |
| WR CEDAR | | | 560.8 | 33.1 | 92 | 138 | 184 | | | |
| LP PINE | | | 510.3 | 30.1 | 136 | 195 | 254 | | | |
| TOTAL | | | 75.8 | 4.5 | 5,367 | 5,619 | 5,871 | 230 | 57 | 26 |
| CL | 68.1 | COEFF | NET CUFT FT/ACRE | | | | # OF PLOTS REQ. | | INF. POP. | |
| SD: | 1.0 | VAR.% | S.E.% | LOW | AVG | HIGH | 5 | 10 | 15 | |
| P PINE | | | 152.3 | 9.0 | 318 | 350 | 381 | | | |
| W LARCH | | | 216.6 | 12.8 | 244 | 280 | 316 | | | |
| W LARCH-L | | | 1258.7 | 74.4 | 2 | 9 | 15 | | | |
| DOUG FIR | | | 125.2 | 7.4 | 408 | 441 | 474 | | | |
| GR FIR | | | 427.9 | 25.3 | 78 | 104 | 130 | | | |
| WR CEDAR | | | 550.5 | 32.5 | 25 | 37 | 49 | | | |
| LP PINE | | | 509.1 | 30.1 | 33 | 48 | 62 | | | |
| TOTAL | | | 67.8 | 4.0 | 1,217 | 1,268 | 1,318 | 184 | 46 | 20 |
| CL | 68.1 | COEFF | TONS/ACRE | | | | # OF PLOTS REQ. | | INF. POP. | |
| SD: | 1.0 | VAR.% | S.E.% | LOW | AVG | HIGH | 5 | 10 | 15 | |
| P PINE | | | 152.2 | 9.0 | 8 | 8 | 9 | | | |
| W LARCH | | | 216.6 | 12.8 | 6 | 7 | 8 | | | |
| W LARCH-L | | | 1258.7 | 74.4 | 0 | 0 | 0 | | | |
| DOUG FIR | | | 125.2 | 7.4 | 12 | 13 | 13 | | | |
| GR FIR | | | 427.9 | 25.3 | 2 | 3 | 4 | | | |
| WR CEDAR | | | 550.7 | 32.5 | 1 | 1 | 1 | | | |
| LP PINE | | | 509.1 | 30.1 | 1 | 1 | 1 | | | |
| TOTAL | | | 67.8 | 4.0 | 32 | 33 | 34 | 184 | 46 | 20 |
| CL | 68.1 | COEFF | V_BAR/ACRE | | | | # OF PLOTS REQ. | | INF. POP. | |
| SD: | 1.0 | VAR.% | S.E.% | LOW | AVG | HIGH | 5 | 10 | 15 | |
| P PINE | | | | | 105 | 116 | 126 | | | |
| W LARCH | | | 19.5 | 1.2 | 141 | 162 | 182 | | | |
| W LARCH-L | | | 1125.0 | 66.5 | 46 | 180 | 314 | | | |
| DOUG FIR | | | | | 113 | 123 | 132 | | | |
| GR FIR | | | 244.5 | 14.4 | 117 | 161 | 206 | | | |
| WR CEDAR | | | 385.3 | 22.8 | 63 | 94 | 125 | | | |
| LP PINE | | | 137.4 | 8.1 | 83 | 118 | 154 | | | |
| TOTAL | | | 40.7 | 2.4 | 124 | 130 | 136 | 66 | 17 | 7 |

| | | | | | | | | | | | | | | |
|----------------------------|------------|------------|-------------------|-------------|--------------|--------------|---------------------|-------------|-------------|----------------------------|--|--|--|--|
| T30N R39E S36 T00U1 | | | | | | | | | | T30N R39E S36 T00U1 | | | | |
| Twp | Rge | Sec | Tract | Type | Acres | Plots | Sample Trees | CuFt | BdFt | | | | | |
| 30N | 39E | 36 | Q KINGS FH | 00U1 | 77.40 | 36 | 75 | S | E | | | | | |

| S T | So rt | Gr ad | % Net BdFt | Bd. Ft. per Acre | | | Total Net MBF | Percent Net Board Foot Volume | | | | | | | | Average Log | | | | Logs Per /Acre |
|--------------------|---------------|----------|------------------|------------------|-------|-------|------------------|-------------------------------|------|-------|-----|------------|-------|-------|-------|-------------|-----------|----------|-----------|----------------------|
| | | | | | | | | Log Scale Dia. | | | | Log Length | | | | Ln Ft | Dia In | Bd Ft | CF/ Lf | |
| | | | | | | | | 4-5 | 6-11 | 12-16 | 17+ | 12-20 | 21-30 | 31-35 | 36-99 | | | | | |
| PP | D | 4 | 30 | 2.7 | 1,453 | 1,413 | 109 | | 87 | 13 | | | 100 | | | 32 | 14 | 265 | 1.66 | 5.3 |
| PP | D | 5 | 70 | 3.5 | 3,326 | 3,211 | 249 | | 100 | | | | 2 | 19 | 79 | 28 | 7 | 73 | 0.60 | 44.3 |
| PP | Totals | | 63 | 3.2 | 4,780 | 4,624 | 358 | | 69 | 27 | 4 | | 1 | 13 | 85 | 29 | 8 | 93 | 0.73 | 49.6 |
| DF | D | 2 | 23 | | 248 | 248 | 19 | | 100 | | | | | 100 | | 32 | 13 | 227 | 1.96 | 1.1 |
| DF | D | 3 | 42 | 3.2 | 464 | 449 | 35 | | 100 | | | | | 100 | | 32 | 7 | 59 | 0.56 | 7.6 |
| DF | D | 4 | 35 | | 374 | 374 | 29 | 94 | 6 | | | 24 | 76 | | 25 | 5 | 25 | 0.32 | 15.0 | |
| DF | Totals | | 15 | 1.4 | 1,087 | 1,072 | 83 | 33 | 44 | 23 | | 8 | 27 | 65 | 27 | 6 | 45 | 0.50 | 23.7 | |
| WL | D | 2 | 38 | | 579 | 579 | 45 | | 38 | 62 | | | | 100 | | 32 | 16 | 360 | 2.07 | 1.6 |
| WL | D | 3 | 40 | 9.5 | 680 | 615 | 48 | | 100 | | | | | 100 | | 32 | 10 | 108 | 0.85 | 5.7 |
| WL | D | 4 | 20 | | 289 | 289 | 22 | 48 | 52 | | | | | 100 | | 32 | 6 | 59 | 0.37 | 4.9 |
| WL | U | UT | 2 | .0 | 30 | 30 | 2 | 100 | | | | 100 | | | | 17 | 3 | 10 | 0.17 | 3.0 |
| WL | Totals | | 21 | 4.1 | 1,577 | 1,513 | 117 | 11 | 51 | 14 | 24 | 2 | | 98 | 29 | 8 | 99 | 0.74 | 15.2 | |
| GF | D | 3 | 80 | 11.1 | 99 | 88 | 7 | | 100 | | | | | 100 | | 32 | 8 | 80 | 0.79 | 1.1 |
| GF | D | 4 | 20 | | 22 | 22 | 2 | 100 | | | | 100 | | | | 20 | 5 | 20 | 0.24 | 1.1 |
| GF | Totals | | 2 | 9.1 | 121 | 110 | 9 | 20 | 80 | | | 20 | | 80 | 26 | 7 | 50 | 0.58 | 2.2 | |
| Type Totals | | | | 3.2 | 7,564 | 7,319 | 566 | 7 | 62 | 23 | 7 | 3 | 12 | 85 | 28 | 7 | 81 | 0.67 | 90.7 | |

| | | | | | | | | | | | | | | |
|----------------------------|------------|------------|--------------|-------------|--------------|--------------|---------------------|-------------|-------------|----------------------------|--|--|--|--|
| T30N R40E S30 T00U3 | | | | | | | | | | T30N R40E S30 T00U3 | | | | |
| Twp | Rge | Sec | Tract | Type | Acres | Plots | Sample Trees | CuFt | BdFt | | | | | |
| 30N | 40E | 30 | Q KINGS FH | 00U3 | 109.10 | 50 | 50 | S | E | | | | | |

| Spp | S T | So rt | Gr ad | % Net BdFt | Bd. Ft. per Acre | | | Total Net MBF | Percent Net Board Foot Volume | | | | | | | | Average Log | | | | Logs Per /Acre |
|--------------------|---------------|----------|----------|------------------|------------------|-------|-------|------------------|-------------------------------|------|-------|-----|------------|-------|-------|-------|-------------|-----------|----------|-----------|----------------------|
| | | | | | | | | | Log Scale Dia. | | | | Log Length | | | | Ln Ft | Dia In | Bd Ft | CF/ Lf | |
| | | | | | | | | | 4-5 | 6-11 | 12-16 | 17+ | 12-20 | 21-30 | 31-35 | 36-99 | | | | | |
| PP | | D | 4 | 57 | 2.8 | 1,519 | 1,477 | 161 | | 86 | 14 | | | 100 | 32 | 14 | 275 | 1.85 | 5.4 | | |
| PP | | D | 5 | 43 | 8.5 | 1,203 | 1,101 | 120 | 100 | | | | | 24 | 19 | 57 | | 48 | 0.57 | 23.2 | |
| PP | Totals | | | 42 | 5.3 | 2,722 | 2,578 | 281 | 43 | 49 | 8 | | | 10 | 8 | 82 | | 90 | 0.89 | 28.5 | |
| DF | | D | 2 | 16 | .0 | 264 | 264 | 29 | | 100 | | | | 100 | 32 | 14 | 270 | 1.42 | 1.0 | | |
| DF | | D | 3 | 34 | 4.9 | 585 | 556 | 61 | 100 | | | | | 100 | 32 | 7 | 63 | 0.52 | 8.9 | | |
| DF | | D | 4 | 39 | | 618 | 618 | 67 | 33 | 67 | | | | 31 | 12 | 58 | | 30 | 0.34 | 20.6 | |
| DF | | U | UT | 11 | .0 | 170 | 170 | 19 | 100 | | | | | 100 | 17 | 3 | 10 | 0.11 | 17.0 | | |
| DF | Totals | | | 26 | 1.8 | 1,637 | 1,608 | 175 | 23 | 60 | 16 | | | 22 | 4 | 73 | | 34 | 0.36 | 47.5 | |
| LP | | D | 3 | 81 | 7.0 | 903 | 840 | 92 | | 100 | | | | 100 | 32 | 8 | 80 | 0.58 | 10.5 | | |
| LP | | D | 4 | 12 | | 126 | 126 | 14 | 100 | | | | | 100 | 26 | 5 | 30 | 0.29 | 4.2 | | |
| LP | | U | UT | 7 | | 63 | 63 | 7 | 100 | | | | | 100 | 24 | 3 | 10 | 0.16 | 6.3 | | |
| LP | Totals | | | 17 | 5.8 | 1,092 | 1,029 | 112 | 18 | 82 | | | | 18 | 82 | | 49 | 0.42 | 21.0 | | |
| WL | | D | 2 | 17 | | 157 | 157 | 17 | | 100 | | | | 100 | 32 | 13 | 210 | 1.55 | .7 | | |
| WL | | D | 3 | 76 | 5.4 | 724 | 685 | 75 | 100 | | | | | 100 | 32 | 8 | 85 | 0.62 | 8.0 | | |
| WL | | D | 4 | 6 | | 51 | 51 | 6 | 100 | | | | | 100 | 17 | 5 | 16 | 0.23 | 3.1 | | |
| WL | | U | UT | 1 | | 7 | 7 | 1 | 100 | | | | | 100 | 15 | 3 | 3 | 0.18 | 2.2 | | |
| WL | Totals | | | 15 | 4.1 | 940 | 901 | 98 | 6 | 76 | 17 | | | 6 | 94 | | 64 | 0.59 | 14.1 | | |
| Type Totals | | | | | 4.3 | 6,390 | 6,115 | 667 | 10 | 59 | 28 | 3 | | 11 | 8 | 81 | | 55 | 0.54 | 111.2 | |

T30N R40E S30 T00U4 **T30N R40E S30 T00U4**
 Twp Rge Sec Tract Type Acres Plots Sample Trees CuFt BdFt
 30N 40E 30 Q KINGS FH 00U4 172.10 80 73 S E

| Spp | S T | So rt | Gr ad | % Net BdFt | Bd. Ft. per Acre | | | Total Net MBF | Percent Net Board Foot Volume | | | | | | | | Average Log | | | | Logs Per /Acre |
|--------------------|---------------|----------|----------|------------------|------------------|-------|-------|------------------|-------------------------------|------|-------|-----|------------|-------|-------|-------|-------------|-----------|----------|-----------|----------------------|
| | | | | | Def% | Gross | Net | | Log Scale Dia. | | | | Log Length | | | | Ln Ft | Dia In | Bd Ft | CF/ Lf | |
| | | | | | | | | | 4-5 | 6-11 | 12-16 | 17+ | 12-20 | 21-30 | 31-35 | 36-99 | | | | | |
| DF | | D | 2 | 33 | 2.5 | 1,331 | 1,297 | 223 | 100 | | | | 100 | | | | 32 | 14 | 283 | 1.83 | 4.6 |
| DF | | D | 3 | 51 | 1.7 | 2,020 | 1,986 | 342 | 95 5 | | | | 100 | | | | 32 | 8 | 93 | 0.64 | 21.4 |
| DF | | D | 4 | 12 | | 495 | 495 | 85 | 84 | 16 | | | 25 | 59 | 16 | 23 | 5 | 26 | 0.30 | 18.8 | |
| DF | | U | UT | 4 | | 121 | 121 | 21 | 100 | | | | 91 | 9 | | 16 | 3 | 9 | 0.14 | 14.2 | |
| DF | Totals | | | 66 | 1.7 | 3,967 | 3,900 | 671 | 14 | 50 | 36 | | 6 | 8 | 86 | 25 | 6 | 66 | 0.58 | 59.0 | |
| WL | | D | 2 | 43 | 6.5 | 593 | 555 | 95 | 40 60 | | | | 100 | | | | 32 | 16 | 323 | 1.87 | 1.7 |
| WL | | D | 3 | 49 | 4.7 | 666 | 634 | 109 | 100 | | | | 100 | | | | 32 | 9 | 95 | 0.66 | 6.7 |
| WL | | D | 4 | 6 | | 83 | 83 | 14 | 28 | 72 | | | 28 | 16 | 55 | 23 | 6 | 31 | 0.30 | 2.7 | |
| WL | | U | UT | 2 | | 15 | 15 | 3 | 100 | | | | 100 | | | 14 | 3 | 10 | 0.14 | 1.5 | |
| WL | Totals | | | 22 | 5.2 | 1,357 | 1,287 | 222 | 3 | 54 | 17 | 26 | 3 | 1 | 96 | 28 | 8 | 102 | 0.76 | 12.6 | |
| PP | | D | 4 | 51 | | 250 | 250 | 43 | 100 | | | | 100 | | | | 32 | 14 | 270 | 1.68 | .9 |
| PP | | D | 5 | 49 | | 237 | 237 | 41 | 100 | | | | 13 87 | | | | 31 | 8 | 87 | 0.75 | 2.7 |
| PP | Totals | | | 8 | | 487 | 487 | 84 | 49 | 51 | | | 6 | 94 | | 31 | 9 | 133 | 0.99 | 3.7 | |
| GF | | D | 3 | 64 | | 136 | 136 | 23 | 100 | | | | 100 | | | | 32 | 6 | 50 | 0.37 | 2.7 |
| GF | | D | 4 | 30 | | 64 | 64 | 11 | 100 | | | | 100 | | | 18 | 5 | 16 | 0.22 | 4.0 | |
| GF | | U | UT | 6 | | 12 | 12 | 2 | 100 | | | | 100 | | | 16 | 3 | 10 | 0.12 | 1.2 | |
| GF | Totals | | | 4 | | 212 | 212 | 37 | 36 | 64 | | | 36 | | 64 | 22 | 5 | 27 | 0.28 | 7.9 | |
| LP | | D | 4 | 100 | | 32 | 32 | 5 | 100 | | | | 39 | 61 | | 22 | 5 | 25 | 0.29 | 1.3 | |
| LP | Totals | | | 1 | | 32 | 32 | 5 | 100 | | | | 39 | 61 | | 22 | 5 | 25 | 0.29 | 1.3 | |
| Type Totals | | | | | 2.3 | 6,056 | 5,918 | 1,018 | 12 | 51 | 32 | 6 | 6 | 6 | 88 | 26 | 7 | 70 | 0.60 | 84.4 | |

| | | | | | | | | | | | | | | |
|----------------------------|------------|------------|--------------|-------------|--------------|--------------|---------------------|-------------|-------------|----------------------------|--|--|--|--|
| T30N R39E S26 T00U5 | | | | | | | | | | T30N R39E S26 T00U5 | | | | |
| Twp | Rge | Sec | Tract | Type | Acres | Plots | Sample Trees | CuFt | BdFt | | | | | |
| 30N | 39E | 26 | Q KINGS FH | 00U5 | 215.90 | 106 | 121 | S | E | | | | | |

| Spp | So | Gr | % Net BdFt | Bd. Ft. per Acre | | | Total Net MBF | Percent Net Board Foot Volume | | | | | | | | Average Log | | | | Logs Per /Acre |
|--------------------|---------------|----|------------------|------------------|-------|-------|------------------|-------------------------------|------|-------|-----|------------|-------|-------|-------|-------------|-----------|----------|-----------|----------------------|
| | | | | | | | | Log Scale Dia. | | | | Log Length | | | | Ln Ft | Dia In | Bd Ft | CF/ Lf | |
| | | | | | | | | 4-5 | 6-11 | 12-16 | 17+ | 12-20 | 21-30 | 31-35 | 36-99 | | | | | |
| DF | D | 2 | 50 | 4.2 | 465 | 445 | 96 | | 72 | 28 | | 100 | | | 32 | 14 | 286 | 1.91 | 1.6 | |
| DF | D | 3 | 29 | 1.1 | 255 | 252 | 54 | | 100 | | | 8 | 92 | | 32 | 9 | 112 | 0.84 | 2.3 | |
| DF | D | 4 | 16 | 9.4 | 162 | 147 | 32 | 69 | 31 | | 51 | 34 | 16 | | 22 | 5 | 23 | 0.32 | 6.3 | |
| DF | U | UT | 5 | | 38 | 38 | 8 | 100 | | | 28 | 72 | | | 17 | 3 | 9 | 0.14 | 4.5 | |
| DF | Totals | | 32 | 4.0 | 920 | 883 | 191 | 16 | 34 | 36 | 14 | 10 | 11 | 79 | 23 | 6 | 60 | 0.63 | 14.6 | |
| PP | D | 4 | 50 | 2.5 | 476 | 464 | 100 | | 6 | 86 | 8 | | 4 | 96 | 32 | 14 | 280 | 1.74 | 1.7 | |
| PP | D | 5 | 50 | 4.6 | 484 | 462 | 100 | | 100 | | | 8 | 6 | 86 | 27 | 8 | 79 | 0.70 | 5.8 | |
| PP | Totals | | 33 | 3.5 | 960 | 926 | 200 | | 53 | 43 | 4 | 4 | 5 | 91 | 28 | 9 | 123 | 0.96 | 7.5 | |
| WL | D | 2 | 35 | .9 | 299 | 296 | 64 | | | 100 | | | | 100 | 32 | 13 | 226 | 1.48 | 1.3 | |
| WL | D | 3 | 54 | 2.2 | 475 | 464 | 100 | | | 100 | | | | 100 | 32 | 9 | 108 | 0.71 | 4.3 | |
| WL | D | 4 | 8 | | 67 | 67 | 14 | 51 | 49 | | 42 | 28 | 30 | | 21 | 5 | 26 | 0.31 | 2.5 | |
| WL | U | UT | 3 | | 19 | 19 | 4 | 100 | | | | | | 100 | 17 | 3 | 9 | 0.17 | 2.1 | |
| WL | Totals | | 30 | 1.5 | 859 | 846 | 183 | 6 | 59 | 35 | | 6 | 2 | 92 | 26 | 8 | 83 | 0.68 | 10.2 | |
| GF | D | 2 | 25 | 10.8 | 39 | 35 | 8 | | | 100 | | | | 100 | 32 | 16 | 330 | 2.02 | .1 | |
| GF | D | 3 | 54 | 2.3 | 78 | 77 | 17 | | 22 | 27 | 51 | | | 100 | 32 | 14 | 340 | 1.95 | .2 | |
| GF | D | 4 | 15 | 2.8 | 21 | 20 | 4 | 83 | 17 | | | 17 | 83 | | 25 | 5 | 33 | 0.43 | .6 | |
| GF | U | UT | 6 | | 8 | 8 | 2 | 100 | | | | | | 100 | 14 | 3 | 12 | 0.14 | .7 | |
| GF | Totals | | 5 | 4.5 | 147 | 140 | 30 | 18 | 15 | 40 | 28 | 8 | 12 | 80 | 22 | 6 | 86 | 0.81 | 1.6 | |
| Type Totals | | | | 3.1 | 2,885 | 2,795 | 603 | 8 | 47 | 38 | 7 | 6 | 6 | 87 | 25 | 7 | 82 | 0.73 | 33.9 | |

| | | | | | | | | | | | | | | |
|----------------------------|------------|------------|--------------|-------------|--------------|--------------|---------------------|-------------|-------------|----------------------------|--|--|--|--|
| T30N R42E S16 T00U6 | | | | | | | | | | T30N R42E S16 T00U6 | | | | |
| Twp | Rge | Sec | Tract | Type | Acres | Plots | Sample Trees | CuFt | BdFt | | | | | |
| 30N | 42E | 16 | Q KINGS FH | 00U6 | 28.20 | 14 | 23 | S | E | | | | | |

| Spp | So | Gr | % | Bd. Ft. per Acre | | | Total | Percent Net Board Foot Volume | | | | | | | | Average Log | | | | Logs Per /Acre | | | | | |
|--------------------|---------------|----|----|------------------|--------|--------|-------|-------------------------------|------|-------|-----|---------|----------------|------|-------|-------------|------------|-------|-------|----------------|------|-------|----|-------|-------|
| | | | | | | | | Net | Def% | Gross | Net | Net MBF | Log Scale Dia. | | | | Log Length | | | | Ln | Dia | Bd | CF/Lf | |
| | | | | | | | | | | | | | 4-5 | 6-11 | 12-16 | 17+ | 12-20 | 21-30 | 31-35 | | | | | | 36-99 |
| GF | D | 2 | 50 | 1.0 | 4,581 | 4,535 | 128 | | | 78 | 22 | | | | 100 | | | 32 | 15 | 339 | 1.64 | 13.4 | | | |
| GF | D | 3 | 26 | 2.2 | 2,298 | 2,249 | 63 | | | 55 | 45 | | | | 100 | | | 32 | 9 | 120 | 0.76 | 18.7 | | | |
| GF | D | 4 | 23 | | 2,074 | 2,074 | 58 | 71 | 29 | | | | 23 | 29 | 48 | | | 26 | 5 | 37 | 0.30 | 55.8 | | | |
| GF | U | UT | 1 | .0 | 65 | 65 | 2 | 100 | | | | | | | 100 | | | 17 | 3 | 10 | 0.18 | 6.5 | | | |
| GF | Totals | | 47 | 1.1 | 9,018 | 8,922 | 252 | 17 | 21 | 51 | 11 | | 6 | 7 | 87 | | | 27 | 7 | 95 | 0.62 | 94.4 | | | |
| WL | D | 2 | 17 | 10.4 | 1,239 | 1,111 | 31 | | | 100 | | | | | 100 | | | 32 | 12 | 173 | 1.20 | 6.4 | | | |
| WL | D | 3 | 62 | 2.8 | 4,156 | 4,038 | 114 | | | 100 | | | | | 100 | | | 32 | 7 | 71 | 0.50 | 56.8 | | | |
| WL | D | 4 | 20 | | 1,272 | 1,272 | 36 | 100 | | | | | 36 | 37 | 27 | | | 23 | 5 | 26 | 0.22 | 48.0 | | | |
| WL | U | UT | 1 | | 36 | 36 | 1 | 100 | | | | | 100 | | | | | 11 | 3 | 6 | 0.11 | 6.4 | | | |
| WL | Totals | | 34 | 3.7 | 6,703 | 6,457 | 182 | 20 | 63 | 17 | | | 8 | 7 | 85 | | | 27 | 6 | 55 | 0.44 | 117.7 | | | |
| RC | D | 3 | 77 | 5.5 | 2,419 | 2,285 | 64 | | | 85 | 15 | | 9 | | 91 | | | 30 | 7 | 66 | 0.59 | 34.6 | | | |
| RC | D | 4 | 23 | | 662 | 662 | 19 | | | 100 | | | 42 | 58 | | | | 22 | 6 | 27 | 0.35 | 24.4 | | | |
| RC | Totals | | 16 | 4.4 | 3,081 | 2,947 | 83 | | | 88 | 12 | | 16 | 13 | 71 | | | 27 | 7 | 50 | 0.51 | 59.0 | | | |
| DF | D | 3 | 96 | .0 | 490 | 490 | 14 | | | 32 | 68 | | | | 100 | | | 32 | 10 | 140 | 0.90 | 3.5 | | | |
| DF | D | 4 | 4 | | 18 | 18 | 0 | 100 | | | | | | | 100 | | | 17 | 3 | 10 | 0.16 | 1.8 | | | |
| DF | Totals | | 3 | | 508 | 508 | 14 | 3 | 31 | 66 | | | 3 | | 97 | | | 27 | 7 | 97 | 0.75 | 5.3 | | | |
| Type Totals | | | | 2.5 | 19,309 | 18,834 | 531 | 15 | 46 | 34 | 5 | | 8 | 8 | 84 | | | 27 | 7 | 68 | 0.52 | 276.3 | | | |

Species Summary - Trees, Logs, Tons, CCF, MBF

| | |
|----------------------|-------|
| T30N R39E S26 Ty00U5 | 215.9 |
| T30N R39E S36 Ty00U1 | 77.4 |
| T30N R42E S16 Ty00U | 28.2 |

Project KINGSFH
Acres 602.70

Page No 1
Date: 7/8/2020
Time 8:12:17AM

| Species | Total | Total | Total | Net Cubic Ft/ | | CF/ | Total CCF | | Total MBF | |
|---------------|--------|--------|--------|---------------|-------|------|-----------|-------|-----------|-------|
| | Trees | Logs | Tons | Tree | Log | LF | Gross | Net | Gross | Net |
| DOUG FIR | 11,027 | 20,462 | 7,573 | 24.10 | 12.99 | 0.53 | 2,657 | 2,657 | 1,158 | 1,134 |
| P PINE | 5,567 | 9,202 | 5,061 | 37.85 | 22.90 | 0.85 | 2,109 | 2,107 | 958 | 923 |
| W LARCH | 4,122 | 10,421 | 4,172 | 42.17 | 16.68 | 0.61 | 1,738 | 1,738 | 833 | 802 |
| GR FIR | 2,889 | 4,542 | 1,792 | 21.65 | 13.77 | 0.55 | 625 | 625 | 332 | 327 |
| LP PINE | 1,365 | 2,511 | 689 | 21.05 | 11.44 | 0.42 | 287 | 287 | 125 | 118 |
| WR CEDAR | 1,333 | 1,663 | 527 | 16.85 | 13.51 | 0.50 | 224 | 225 | 87 | 83 |
| Totals | 26,302 | 48,800 | 19,814 | 29.05 | 15.66 | 0.61 | 7,641 | 7,640 | 3,492 | 3,387 |

| Wood Type Species | Total | Total | Total | Net Cubic Ft/ | | CF/ | Total CCF | | Total MBF | |
|-------------------|--------|--------|--------|---------------|-------|------|-----------|-------|-----------|-------|
| | Trees | Logs | Tons | Tree | Log | LF | Gross | Net | Gross | Net |
| C | 26,302 | 48,800 | 19,814 | 29.05 | 15.66 | 0.61 | 7,641 | 7,640 | 3,492 | 3,387 |
| Totals | 26,302 | 48,800 | 19,814 | 29.05 | 15.66 | 0.61 | 7,641 | 7,640 | 3,492 | 3,387 |

Log Stock Table - MBF

T30N R39E S26 Ty00U5
 THRU
 T30N R42E S16 Ty00U6

Project: KINGSFH
Acres 602.70

Page 3
Date 7/8/2020
Time 8:12:15AM

| Spp | S T | So rt | Gr de | Log Len | Gross MBF | Def % | Net MBF | % Sp | Net Volume by Scaling Diameter in Inches | | | | | | | | | | | | |
|-------|--------|-------------|----------|------------|--------------|----------|------------|---------|--|-----|------|-------|-------|-------|-------|-------|-------|-------|-------|-----|--|
| | | | | | | | | | 2-4 | 5-6 | 7-10 | 11-12 | 13-14 | 15-16 | 17-18 | 19-20 | 21-23 | 24-29 | 30-39 | 40+ | |
| LP | | U | UT | 24 | 7 | | 7 | 5.9 | 7 | | | | | | | | | | | | |
| LP | | Totals | | | 125 | 5.5 | 118 | 3.5 | 7 | 19 | 92 | | | | | | | | | | |
| RC | | D | 3 | 16 | 7 | 16.7 | 6 | 6.8 | | | 6 | | | | | | | | | | |
| RC | | D | 3 | 32 | 61 | 4.3 | 59 | 70.8 | | 32 | 17 | 10 | | | | | | | | | |
| RC | | D | 4 | 18 | 3 | | 3 | 3.6 | | 3 | | | | | | | | | | | |
| RC | | D | 4 | 20 | 5 | | 5 | 5.9 | | 2 | 3 | | | | | | | | | | |
| RC | | D | 4 | 24 | 11 | | 11 | 12.9 | | 11 | | | | | | | | | | | |
| RC | | Totals | | | 87 | 4.4 | 83 | 2.5 | | 48 | 25 | 10 | | | | | | | | | |
| Total | | All Species | | | 3,492 | 3.0 | 3,387 | 100.0 | 78 | 667 | 1199 | 411 | 499 | 339 | 123 | 23 | 48 | | | | |

Project Log Stock Table - TONS(SED)

T30N R39E S26 Ty00U5
 THRU
 T30N R42E S16 Ty00U6

Project: KINGSFH
Acres 602.70

Page 1
Date 7/8/2020
Time 8:12:15AM

| Spp | S T | So rt | Gr de | Log Len | SED | TONS | Tons by Scaling Diameter in Inches | | | | | | | | | | |
|--------|--------|----------|----------|------------|------|-------|------------------------------------|-----|------|-------|-------|-------|-------|-------|-------|-------|-------|
| | | | | | | | 2-4 | 5-6 | 7-10 | 11-12 | 13-14 | 15-16 | 17-18 | 19-20 | 21-23 | 24-29 | 30-39 |
| PP | | D | 4 | 30 | 12.0 | 16 | | | | 16 | | | | | | | |
| PP | | D | 4 | 32 | 14.0 | 2,025 | | | | 263 | 942 | 634 | 185 | | | | |
| PP | | D | 5 | 12 | 6.1 | 28 | | | 24 | 4 | | | | | | | |
| PP | | D | 5 | 14 | 6.0 | 9 | | | 9 | | | | | | | | |
| PP | | D | 5 | 16 | 6.7 | 170 | | | 101 | 68 | | | | | | | |
| PP | | D | 5 | 18 | 7.4 | 31 | | | | 31 | | | | | | | |
| PP | | D | 5 | 20 | 6.0 | 143 | | | 133 | 11 | | | | | | | |
| PP | | D | 5 | 24 | 7.1 | 119 | | | 50 | 70 | | | | | | | |
| PP | | D | 5 | 26 | 6.6 | 140 | | | 73 | 67 | | | | | | | |
| PP | | D | 5 | 28 | 6.0 | 87 | | | 81 | 7 | | | | | | | |
| PP | | D | 5 | 30 | 6.0 | 183 | | | 172 | 11 | | | | | | | |
| PP | | D | 5 | 32 | 8.6 | 2,108 | | | 84 | 1553 | 472 | | | | | | |
| Graded | | | | | | 5061 | | | 725 | 1823 | 751 | 942 | 634 | 185 | | | |
| PP | | Totals | | | 8.4 | 5,061 | | | 725 | 1823 | 751 | 942 | 634 | 185 | | | |
| WL | | D | 2 | 32 | 13.5 | 1,207 | | | | 191 | 499 | 115 | 304 | 98 | | | |
| WL | | D | 3 | 32 | 7.9 | 2,418 | | | 166 | 1798 | 455 | | | | | | |
| WL | | D | 4 | 12 | 5.1 | 10 | | | 10 | | | | | | | | |
| WL | | D | 4 | 14 | 5.0 | 27 | | | 27 | | | | | | | | |
| WL | | D | 4 | 16 | 5.8 | 12 | | | 9 | 3 | | | | | | | |
| WL | | D | 4 | 20 | 5.0 | 107 | | | 103 | 4 | | | | | | | |
| WL | | D | 4 | 24 | 5.1 | 35 | | 4 | 19 | 12 | | | | | | | |
| WL | | D | 4 | 26 | 5.0 | 24 | | | 24 | | | | | | | | |
| WL | | D | 4 | 28 | 4.0 | 27 | | 27 | | | | | | | | | |
| WL | | D | 4 | 30 | 5.0 | 12 | | | 12 | | | | | | | | |
| WL | | D | 4 | 32 | 5.4 | 212 | | | 152 | 59 | | | | | | | |
| WL | | U | UT | 7 | 3.0 | | | | | | | | | | | | |
| WL | | U | UT | 12 | 3.0 | 7 | | 7 | | | | | | | | | |
| WL | | U | UT | 13 | 3.0 | 6 | | 6 | | | | | | | | | |
| WL | | U | UT | 14 | 3.0 | 10 | | 10 | | | | | | | | | |
| WL | | U | UT | 16 | 3.1 | 16 | | 16 | | | | | | | | | |
| WL | | U | UT | 18 | 3.0 | 14 | | 14 | | | | | | | | | |
| WL | | U | UT | 20 | 3.5 | 28 | | 28 | | | | | | | | | |
| Graded | | | | | | 4172 | | 112 | 523 | 1876 | 646 | 499 | 115 | 304 | 98 | | |
| WL | | Totals | | | 6.8 | 4,172 | | 112 | 523 | 1876 | 646 | 499 | 115 | 304 | 98 | | |
| GF | | D | 2 | 32 | 15.1 | 611 | | | | 119 | | 365 | | | 127 | | |

Project Log Stock Table - TONS(SED)

T30N R39E S26 Ty00U5
 THRU
 T30N R42E S16 Ty00U6

Project: KINGSFH
Acres 602.70

Page 2
Date 7/8/2020
Time 8:12:15AM

| Spp | S T | So Gr rt de | Log Len | SED | TONS | Tons by Scaling Diameter in Inches | | | | | | | | | | |
|--------|--------|----------------|------------|------|-------|------------------------------------|-----|------|-------|-------|-------|-------|-------|-------|-------|-------|
| | | | | | | 2-4 | 5-6 | 7-10 | 11-12 | 13-14 | 15-16 | 17-18 | 19-20 | 21-23 | 24-29 | 30-39 |
| GF | | D 3 | 32 | 8.6 | 675 | | 158 | 299 | 151 | | 21 | | | 45 | | |
| GF | | D 4 | 14 | 5.0 | 17 | | 17 | | | | | | | | | |
| GF | | D 4 | 20 | 5.0 | 171 | | 164 | 7 | | | | | | | | |
| GF | | D 4 | 24 | 8.0 | 84 | | | 84 | | | | | | | | |
| GF | | D 4 | 26 | 5.0 | 36 | | 36 | | | | | | | | | |
| GF | | D 4 | 28 | 6.0 | 59 | | 59 | | | | | | | | | |
| GF | | D 4 | 32 | 5.0 | 103 | | 103 | | | | | | | | | |
| GF | | U UT | 14 | 3.7 | 9 | | 9 | | | | | | | | | |
| GF | | U UT | 16 | 3.2 | 15 | | 12 | 4 | | | | | | | | |
| GF | | U UT | 18 | 3.0 | 11 | | 11 | | | | | | | | | |
| Graded | | | | | 1792 | | 32 | 542 | 390 | 269 | | 387 | | 172 | | |
| GF | | Totals | | 7.2 | 1,792 | | 32 | 542 | 390 | 269 | | 387 | | 172 | | |
| DF | | D 2 | 32 | 14.1 | 2,190 | | | | 209 | 1236 | 569 | 118 | | 58 | | |
| DF | | D 3 | 24 | 9.0 | 9 | | | 9 | | | | | | | | |
| DF | | D 3 | 30 | 6.0 | 20 | | 20 | | | | | | | | | |
| DF | | D 3 | 32 | 7.6 | 3,341 | | 830 | 2231 | 279 | | | | | | | |
| DF | | D 4 | 12 | 5.2 | 86 | | 86 | | | | | | | | | |
| DF | | D 4 | 14 | 6.1 | 37 | | 33 | 4 | | | | | | | | |
| DF | | D 4 | 16 | 6.0 | 12 | | 12 | | | | | | | | | |
| DF | | D 4 | 17 | 3.0 | 4 | | 4 | | | | | | | | | |
| DF | | D 4 | 18 | 5.5 | 111 | | 82 | 29 | | | | | | | | |
| DF | | D 4 | 20 | 5.2 | 272 | | 266 | 5 | | | | | | | | |
| DF | | D 4 | 24 | 5.3 | 114 | | 114 | | | | | | | | | |
| DF | | D 4 | 26 | 5.3 | 45 | | 45 | | | | | | | | | |
| DF | | D 4 | 28 | 5.0 | 286 | | 286 | | | | | | | | | |
| DF | | D 4 | 30 | 5.0 | 326 | | 326 | | | | | | | | | |
| DF | | D 4 | 32 | 5.8 | 398 | | 398 | | | | | | | | | |
| DF | | U UT | 12 | 3.1 | 29 | | 25 | 4 | | | | | | | | |
| DF | | U UT | 14 | 3.0 | 64 | | 64 | | | | | | | | | |
| DF | | U UT | 16 | 3.1 | 94 | | 94 | | | | | | | | | |
| DF | | U UT | 18 | 3.0 | 25 | | 25 | | | | | | | | | |
| DF | | U UT | 20 | 3.3 | 48 | | 48 | | | | | | | | | |
| DF | | U UT | 24 | 3.0 | 26 | | 26 | | | | | | | | | |
| DF | | U UT | 28 | 3.0 | 38 | | 38 | | | | | | | | | |
| Graded | | | | | 7573 | | 324 | 2502 | 2279 | 488 | 1236 | 569 | 118 | 58 | | |

Project Log Stock Table - TONS(SED)

T30N R39E S26 Ty00U5
 THRU
 T30N R42E S16 Ty00U6

Project: KINGSFH
Acres 602.70

Page 3
Date 7/8/2020
Time 8:12:15AM

| Spp | S T | So rt | Gr de | Log Len | SED | TONS | Tons by Scaling Diameter in Inches | | | | | | | | | |
|--------|--------|-------------|----------|------------|------|--------|------------------------------------|------|------|-------|-------|-------|-------|-------|-------|-------|
| | | | | | | | 2-4 | 5-6 | 7-10 | 11-12 | 13-14 | 15-16 | 17-18 | 19-20 | 21-23 | 24-29 |
| DF | | Totals | | | 5.9 | 7,573 | 324 | 2502 | 2279 | 488 | 1236 | 569 | 118 | 58 | | |
| LP | | D | 3 | 32 | 7.8 | 511 | | | 511 | | | | | | | |
| LP | | D | 4 | 18 | 5.0 | 13 | | | 13 | | | | | | | |
| LP | | D | 4 | 26 | 5.0 | 103 | | | 103 | | | | | | | |
| LP | | U | UT | 24 | 3.0 | 63 | 63 | | | | | | | | | |
| Graded | | | | | | 689 | 63 | 116 | 511 | | | | | | | |
| LP | | Totals | | | 5.8 | 689 | 63 | 116 | 511 | | | | | | | |
| RC | | D | 3 | 16 | 10.0 | 49 | | | 49 | | | | | | | |
| RC | | D | 3 | 32 | 7.0 | 356 | | 185 | 86 | 85 | | | | | | |
| RC | | D | 4 | 18 | 6.0 | 20 | | | 20 | | | | | | | |
| RC | | D | 4 | 20 | 6.7 | 37 | | | 20 | 18 | | | | | | |
| RC | | D | 4 | 24 | 6.0 | 64 | | | 64 | | | | | | | |
| Graded | | | | | | 527 | | 289 | 152 | 85 | | | | | | |
| RC | | Totals | | | 6.9 | 527 | | 289 | 152 | 85 | | | | | | |
| Total | | All Species | | | | 19,814 | 530 | 4696 | 7031 | 2241 | 2676 | 1704 | 608 | 98 | 230 | |

| TC TSTATS | | | | STATISTICS | | | | PAGE | 1 | |
|--|-------------|-------------|--------------------------|--------------|--------------|--------------|-----------------|--------------|--------------|--------------|
| | | | | PROJECT | KINGSFH | | DATE | 7/8/2020 | | |
| TWP | RGE | SECT | TRACT | TYPE | ACRES | PLOTS | TREES | CuFt | BdFt | |
| 30N | 39E | 36 | O KINGS FH | 00U1 | 77.40 | 36 | 154 | S | E | |
| | | | | TREES | ESTIMATED | PERCENT | | | | |
| | | | | PER PLOT | TOTAL | SAMPLE | | | | |
| | | | | PLOTS | TREES | TREES | TREES | | | |
| TOTAL | | 36 | 154 | 4.3 | | | | | | |
| CRUISE | | 17 | 41 | 2.4 | 4,434 | | .9 | | | |
| DBH COUNT | | | | | | | | | | |
| REFOREST | | | | | | | | | | |
| COUNT | | 16 | 43 | 2.7 | | | | | | |
| BLANKS | | 3 | | | | | | | | |
| 100 % | | | | | | | | | | |
| STAND SUMMARY | | | | | | | | | | |
| | SAMPLE | TREES | AVG | BOLE | REL | BASAL | GROSS | NET | GROSS | NET |
| | TREES | /ACRE | DBH | LEN | DEN | AREA | BF/AC | BF/AC | CF/AC | CF/AC |
| P PINE | 27 | 29.3 | 15.5 | 73 | 9.7 | 38.3 | 4,780 | 4,624 | 1,038 | 1,038 |
| DOUG FIR | 10 | 21.1 | 11.2 | 49 | 4.3 | 14.4 | 1,087 | 1,072 | 324 | 324 |
| W LARCH | 3 | 5.7 | 16.9 | 93 | 2.2 | 8.9 | 1,577 | 1,513 | 329 | 329 |
| GR FIR | 1 | 1.1 | 13.6 | 76 | 0.3 | 1.1 | 121 | 110 | 33 | 33 |
| TOTAL | 41 | 57.3 | 14.2 | 66 | 16.7 | 62.8 | 7,564 | 7,319 | 1,724 | 1,724 |
| CONFIDENCE LIMITS OF THE SAMPLE | | | | | | | | | | |
| 68.1 TIMES OUT OF 100 THE VOLUME WILL BE WITHIN THE SAMPLE ERROR | | | | | | | | | | |
| CL: | 68.1 % | COEFF | SAMPLE TREES - BF | | | | # OF TREES REQ. | | INF. POP. | |
| SD: | 1.0 | VAR.% | S.E.% | LOW | AVG | HIGH | 5 | 10 | 15 | |
| P PINE | 77.9 | 15.3 | | 196 | 232 | 267 | | | | |
| DOUG FIR | 121.4 | 40.4 | | 57 | 95 | 133 | | | | |
| W LARCH | 96.4 | 66.7 | | 131 | 393 | 656 | | | | |
| GR FIR | | | | | | | | | | |
| TOTAL | 93.9 | 14.7 | | 177 | 207 | 237 | 352 | 88 | 39 | |
| CL: | 68.1 % | COEFF | SAMPLE TREES - CF | | | | # OF TREES REQ. | | INF. POP. | |
| SD: | 1.0 | VAR.% | S.E.% | LOW | AVG | HIGH | 5 | 10 | 15 | |
| P PINE | 64.8 | 12.7 | | 43 | 50 | 56 | | | | |
| DOUG FIR | 107.6 | 35.8 | | 17 | 27 | 37 | | | | |
| W LARCH | 83.9 | 58.0 | | 34 | 81 | 128 | | | | |
| GR FIR | | | | | | | | | | |
| TOTAL | 78.2 | 12.2 | | 40 | 46 | 52 | 244 | 61 | 27 | |
| CL: | 68.1 % | COEFF | TREES/ACRE | | | | # OF PLOTS REQ. | | INF. POP. | |
| SD: | 1.0 | VAR.% | S.E.% | LOW | AVG | HIGH | 5 | 10 | 15 | |
| P PINE | 83.9 | 14.0 | | 25 | 29 | 33 | | | | |
| DOUG FIR | 121.1 | 20.2 | | 17 | 21 | 25 | | | | |
| W LARCH | 199.2 | 33.2 | | 4 | 6 | 8 | | | | |
| GR FIR | 418.2 | 69.6 | | 0 | 1 | 2 | | | | |
| TOTAL | 19.4 | 3.2 | | 55 | 57 | 59 | 15 | 4 | 2 | |
| CL: | 68.1 % | COEFF | BASAL AREA/ACRE | | | | # OF PLOTS REQ. | | INF. POP. | |
| SD: | 1.0 | VAR.% | S.E.% | LOW | AVG | HIGH | 5 | 10 | 15 | |
| P PINE | 79.2 | 13.2 | | 33 | 38 | 43 | | | | |
| DOUG FIR | 112.8 | 18.8 | | 12 | 14 | 17 | | | | |
| W LARCH | 197.2 | 32.8 | | 6 | 9 | 12 | | | | |
| GR FIR | 418.2 | 69.6 | | 0 | 1 | 2 | | | | |
| TOTAL | | | | 63 | 63 | 63 | | | | |
| CL: | 68.1 % | COEFF | NET BF/ACRE | | | | # OF PLOTS REQ. | | INF. POP. | |
| SD: | 1.0 | VAR.% | S.E.% | LOW | AVG | HIGH | 5 | 10 | 15 | |
| P PINE | 80.0 | 13.3 | | 4,008 | 4,624 | 5,240 | | | | |
| DOUG FIR | 111.8 | 18.6 | | 872 | 1,072 | 1,271 | | | | |
| W LARCH | 197.8 | 32.9 | | 1,014 | 1,513 | 2,011 | | | | |
| GR FIR | 418.2 | 69.6 | | 33 | 110 | 187 | | | | |
| TOTAL | 22.7 | 3.8 | | 7,042 | 7,319 | 7,596 | 21 | 5 | 2 | |

| TC TSTATS | | | | STATISTICS | | | | PAGE | 2 | |
|--------------|--------|--------------|-------------|------------------|--------------|--------------|-----------------|------|-----------|--|
| | | | | PROJECT | KINGSFH | | | DATE | 7/8/2020 | |
| TWP | RGE | SECT | TRACT | TYPE | ACRES | PLOTS | TREES | CuFt | BdFt | |
| 30N | 39E | 36 | O KINGS FH | 00U1 | 77.40 | 36 | 154 | S | E | |
| CL: | 68.1 % | COEFF | | NET CUFT FT/ACRE | | | # OF PLOTS REQ. | | INF. POP. | |
| SD: | 1.0 | VAR.% | S.E.% | LOW | AVG | HIGH | 5 | 10 | 15 | |
| CL: | 68.1 % | COEFF | | NET CUFT FT/ACRE | | | # OF PLOTS REQ. | | INF. POP. | |
| SD: | 1.0 | VAR.% | S.E.% | LOW | AVG | HIGH | 5 | 10 | 15 | |
| P PINE | | 78.9 | 13.1 | 902 | 1,038 | 1,175 | | | | |
| DOUG FIR | | 111.9 | 18.6 | 264 | 324 | 384 | | | | |
| W LARCH | | 197.4 | 32.9 | 221 | 329 | 437 | | | | |
| GR FIR | | 418.2 | 69.6 | 10 | 33 | 56 | | | | |
| TOTAL | | <i>11.1</i> | <i>1.8</i> | <i>1,692</i> | <i>1,724</i> | <i>1,756</i> | 5 | 1 | 1 | |
| CL: | 68.1 % | COEFF | | TONS/ACRE | | | # OF PLOTS REQ. | | INF. POP. | |
| SD: | 1.0 | VAR.% | S.E.% | LOW | AVG | HIGH | 5 | 10 | 15 | |
| P PINE | | 78.9 | 13.1 | 22 | 25 | 28 | | | | |
| DOUG FIR | | 111.9 | 18.6 | 8 | 9 | 11 | | | | |
| W LARCH | | 197.4 | 32.9 | 5 | 8 | 10 | | | | |
| GR FIR | | 418.2 | 69.6 | 0 | 1 | 2 | | | | |
| TOTAL | | <i>1.0</i> | <i>.2</i> | <i>43</i> | <i>43</i> | <i>43</i> | 0 | 0 | 0 | |
| CL: | 68.1 % | COEFF | | V-BAR/ACRE | | | # OF PLOTS REQ. | | INF. POP. | |
| SD: | 1.0 | VAR.% | S.E.% | LOW | AVG | HIGH | 5 | 10 | 15 | |
| P PINE | | | | 105 | 121 | 137 | | | | |
| DOUG FIR | | | | 60 | 74 | 88 | | | | |
| W LARCH | | | | 114 | 170 | 226 | | | | |
| GR FIR | | 286.9 | 47.8 | 30 | 99 | 168 | | | | |
| TOTAL | | <i>279.2</i> | <i>46.5</i> | <i>112</i> | <i>117</i> | <i>121</i> | 3,113 | 778 | 346 | |

| TC TSTATS | | | | STATISTICS | | | | PAGE | 1 | | |
|--|--------------|-------------|-------------------|----------------|-----------------------|----------------------|-----------------|--------------|--------------|--------------|--|
| | | | | PROJECT | KINGSFH | | | DATE | 7/8/2020 | | |
| TWP | RGE | SECT | TRACT | TYPE | ACRES | PLOTS | TREES | CuFt | BdFt | | |
| 30N | 40E | 30 | O KINGS FH | 00U3 | 109.10 | 50 | 119 | S | E | | |
| | | PLOTS | TREES | TREES PER PLOT | ESTIMATED TOTAL TREES | PERCENT SAMPLE TREES | | | | | |
| TOTAL | | 50 | 119 | 2.4 | | | | | | | |
| CRUISE | | 19 | 28 | 1.5 | 6,320 | .4 | | | | | |
| DBH COUNT | | | | | | | | | | | |
| REFOREST | | | | | | | | | | | |
| COUNT | | 25 | 51 | 2.0 | | | | | | | |
| BLANKS | | 6 | | | | | | | | | |
| 100 % | | | | | | | | | | | |
| STAND SUMMARY | | | | | | | | | | | |
| | SAMPLE TREES | TREES /ACRE | AVG DBH | BOLE LEN | REL DEN | BASAL AREA | GROSS BF/AC | NET BF/AC | GROSS CF/AC | NET CF/AC | |
| P PINE | 14 | 18.5 | 15.6 | 53 | 6.2 | 24.4 | 2,722 | 2,578 | 615 | 614 | |
| DOUG FIR | 8 | 23.5 | 10.6 | 63 | 4.4 | 14.4 | 1,637 | 1,608 | 393 | 393 | |
| LP PINE | 2 | 10.5 | 12.1 | 72 | 2.4 | 8.3 | 1,092 | 1,029 | 250 | 250 | |
| W LARCH | 4 | 5.4 | 15.1 | 85 | 1.7 | 6.7 | 940 | 901 | 215 | 215 | |
| TOTAL | 28 | 57.9 | 13.1 | 63 | 14.9 | 53.9 | 6,390 | 6,115 | 1,474 | 1,472 | |
| CONFIDENCE LIMITS OF THE SAMPLE | | | | | | | | | | | |
| 68.1 TIMES OUT OF 100 THE VOLUME WILL BE WITHIN THE SAMPLE ERROR | | | | | | | | | | | |
| CL: | 68.1 % | COEFF | SAMPLE TREES - BF | | | | # OF TREES REQ. | | INF. POP. | | |
| SD: | 1.0 | VAR.% | S.E.% | LOW | AVG | HIGH | 5 | 10 | 15 | | |
| P PINE | 84.2 | 23.3 | | 214 | 279 | 344 | | | | | |
| DOUG FIR | 124.3 | 46.8 | | 54 | 103 | 151 | | | | | |
| LP PINE | 47.1 | 44.1 | | 59 | 105 | 151 | | | | | |
| W LARCH | 51.2 | 29.3 | | 138 | 195 | 252 | | | | | |
| TOTAL | 96.3 | 18.5 | | 166 | 204 | 242 | 384 | 96 | 43 | | |
| CL: | 68.1 % | COEFF | SAMPLE TREES - CF | | | | # OF TREES REQ. | | INF. POP. | | |
| SD: | 1.0 | VAR.% | S.E.% | LOW | AVG | HIGH | 5 | 10 | 15 | | |
| P PINE | 73.1 | 20.2 | | 49 | 61 | 73 | | | | | |
| DOUG FIR | 92.8 | 35.0 | | 15 | 23 | 31 | | | | | |
| LP PINE | 36.7 | 34.4 | | 17 | 25 | 34 | | | | | |
| W LARCH | 48.3 | 27.6 | | 33 | 46 | 59 | | | | | |
| TOTAL | 83.2 | 16.0 | | 38 | 45 | 53 | 287 | 72 | 32 | | |
| CL: | 68.1 % | COEFF | TREES/ACRE | | | | # OF PLOTS REQ. | | INF. POP. | | |
| SD: | 1.0 | VAR.% | S.E.% | LOW | AVG | HIGH | 5 | 10 | 15 | | |
| P PINE | 115.8 | 16.4 | | 16 | 19 | 22 | | | | | |
| DOUG FIR | 144.5 | 20.4 | | 19 | 24 | 28 | | | | | |
| LP PINE | 205.3 | 29.0 | | 7 | 11 | 14 | | | | | |
| W LARCH | 218.9 | 30.9 | | 4 | 5 | 7 | | | | | |
| TOTAL | 61.0 | 8.6 | | 53 | 58 | 63 | 149 | 37 | 17 | | |
| CL: | 68.1 % | COEFF | BASAL AREA/ACRE | | | | # OF PLOTS REQ. | | INF. POP. | | |
| SD: | 1.0 | VAR.% | S.E.% | LOW | AVG | HIGH | 5 | 10 | 15 | | |
| P PINE | 84.8 | 12.0 | | 22 | 24 | 27 | | | | | |
| DOUG FIR | 141.4 | 20.0 | | 12 | 14 | 17 | | | | | |
| LP PINE | 204.8 | 28.9 | | 6 | 8 | 11 | | | | | |
| W LARCH | 215.6 | 30.5 | | 5 | 7 | 9 | | | | | |
| TOTAL | 36.7 | 5.2 | | 51 | 54 | 57 | 54 | 13 | 6 | | |
| CL: | 68.1 % | COEFF | NET BF/ACRE | | | | # OF PLOTS REQ. | | INF. POP. | | |
| SD: | 1.0 | VAR.% | S.E.% | LOW | AVG | HIGH | 5 | 10 | 15 | | |
| P PINE | 83.0 | 11.7 | | 2,275 | 2,578 | 2,880 | | | | | |
| DOUG FIR | 145.0 | 20.5 | | 1,279 | 1,608 | 1,937 | | | | | |
| LP PINE | 205.0 | 29.0 | | 731 | 1,029 | 1,327 | | | | | |
| W LARCH | 216.2 | 30.6 | | 625 | 901 | 1,176 | | | | | |
| TOTAL | 38.8 | 5.5 | | 5,780 | 6,115 | 6,450 | 60 | 15 | 7 | | |

| TC TSTATS | | | | STATISTICS | | | | PAGE | 2 | |
|--------------|--------|-------|------------|------------------|---------|-------|-----------------|-------|-----------|--|
| | | | | PROJECT | KINGSFH | | | DATE | 7/8/2020 | |
| TWP | RGE | SECT | TRACT | TYPE | ACRES | PLOTS | TREES | CuFt | BdFt | |
| 30N | 40E | 30 | O KINGS FH | 00U3 | 109.10 | 50 | 119 | S | E | |
| CL: | 68.1 % | COEFF | | NET CUFT FT/ACRE | | | # OF PLOTS REQ. | | INF. POP. | |
| SD: | 1.0 | VAR. | S.E.% | LOW | AVG | HIGH | 5 | 10 | 15 | |
| CL: | 68.1 % | COEFF | | NET CUFT FT/ACRE | | | # OF PLOTS REQ. | | INF. POP. | |
| SD: | 1.0 | VAR.% | S.E.% | LOW | AVG | HIGH | 5 | 10 | 15 | |
| P PINE | | 80.4 | 11.4 | 544 | 614 | 683 | | | | |
| DOUG FIR | | 142.8 | 20.2 | 313 | 393 | 472 | | | | |
| LP PINE | | 204.9 | 28.9 | 178 | 250 | 323 | | | | |
| W LARCH | | 216.0 | 30.5 | 150 | 215 | 281 | | | | |
| TOTAL | | 36.8 | 5.2 | 1,396 | 1,472 | 1,549 | 54 | 14 | 6 | |
| CL: | 68.1 % | COEFF | | TONS/ACRE | | | # OF PLOTS REQ. | | INF. POP. | |
| SD: | 1.0 | VAR.% | S.E.% | LOW | AVG | HIGH | 5 | 10 | 15 | |
| P PINE | | 80.3 | 11.3 | 13 | 15 | 16 | | | | |
| DOUG FIR | | 142.8 | 20.2 | 9 | 11 | 13 | | | | |
| LP PINE | | 204.9 | 28.9 | 4 | 6 | 8 | | | | |
| W LARCH | | 216.0 | 30.5 | 4 | 5 | 7 | | | | |
| TOTAL | | 37.9 | 5.3 | 35 | 37 | 39 | 57 | 14 | 6 | |
| CL: | 68.1 % | COEFF | | V-BAR/ACRE | | | # OF PLOTS REQ. | | INF. POP. | |
| SD: | 1.0 | VAR.% | S.E.% | LOW | AVG | HIGH | 5 | 10 | 15 | |
| P PINE | | | | 93 | 105 | 118 | | | | |
| DOUG FIR | | | | 89 | 111 | 134 | | | | |
| LP PINE | | | | 88 | 123 | 159 | | | | |
| W LARCH | | 65.1 | 9.2 | 94 | 135 | 176 | | | | |
| TOTAL | | 363.8 | 51.4 | 107 | 113 | 120 | 5,286 | 1,322 | 587 | |

| TC TSTATS | | | | STATISTICS | | | | PAGE | 1 | |
|--|-------------|-------------|-------------------|------------|-------------|-------------|-----------------|--------------|--------------|--------------|
| | | | | PROJECT | KINGSFH | | DATE | 7/8/2020 | | |
| TWP | RGE | SECT | TRACT | TYPE | ACRES | PLOTS | TREES | CuFt | BdFt | |
| 30N | 40E | 30 | O KINGS FH | 00U4 | 172.10 | 80 | 243 | S | E | |
| | | | | TREES | ESTIMATED | PERCENT | | | | |
| | | | | PER PLOT | TOTAL | SAMPLE | | | | |
| | | PLOTS | TREES | PER PLOT | TREES | TREES | | | | |
| TOTAL | | 80 | 243 | 3.0 | | | | | | |
| CRUISE | | 36 | 45 | 1.3 | 7,312 | | .6 | | | |
| DBH COUNT | | | | | | | | | | |
| REFOREST | | | | | | | | | | |
| COUNT | | 34 | 124 | 3.6 | | | | | | |
| BLANKS | | 10 | | | | | | | | |
| 100 % | | | | | | | | | | |
| STAND SUMMARY | | | | | | | | | | |
| | SAMPLE | TREES | AVG | BOLE | REL | BASAL | GROSS | NET | GROSS | NET |
| | TREES | /ACRE | DBH | LEN | DEN | AREA | BF/AC | BF/AC | CF/AC | CF/AC |
| DOUG FIR | 28 | 29.0 | 13.4 | 65 | 7.8 | 28.5 | 3,967 | 3,900 | 869 | 869 |
| W LARCH | 6 | 4.1 | 16.3 | 100 | 1.5 | 6.0 | 1,202 | 1,152 | 236 | 236 |
| W LARCH-L | 2 | .2 | 24.5 | 92 | 0.2 | .8 | 156 | 135 | 30 | 30 |
| P PINE | 4 | 2.7 | 17.9 | 51 | 1.1 | 4.8 | 487 | 487 | 113 | 113 |
| GR FIR | 3 | 5.2 | 8.9 | 62 | 0.8 | 2.3 | 212 | 212 | 50 | 50 |
| LP PINE | 2 | 1.3 | 8.5 | 42 | 0.2 | .5 | 32 | 32 | 8 | 8 |
| TOTAL | 45 | 42.5 | 13.6 | 66 | 11.6 | 42.7 | 6,056 | 5,918 | 1,306 | 1,306 |
| CONFIDENCE LIMITS OF THE SAMPLE | | | | | | | | | | |
| 68.1 TIMES OUT OF 100 THE VOLUME WILL BE WITHIN THE SAMPLE ERROR | | | | | | | | | | |
| CL: | 68.1 % | COEFF | SAMPLE TREES - BF | | | | # OF TREES REQ. | | INF. POP. | |
| SD: | 1.0 | VAR.% | S.E.% | LOW | AVG | HIGH | 5 | 10 | 15 | |
| DOUG FIR | 75.8 | 14.6 | | 198 | 232 | 266 | | | | |
| W LARCH | 82.7 | 36.8 | | 251 | 397 | 543 | | | | |
| W LARCH-L | | | | | | | | | | |
| P PINE | 70.7 | 40.4 | | 136 | 228 | 319 | | | | |
| GR FIR | 49.5 | 34.2 | | 31 | 47 | 63 | | | | |
| LP PINE | 28.3 | 26.5 | | 18 | 25 | 32 | | | | |
| TOTAL | 84.7 | 12.8 | | 221 | 253 | 286 | 287 | 72 | 32 | |
| CL: | 68.1 % | COEFF | SAMPLE TREES - CF | | | | # OF TREES REQ. | | INF. POP. | |
| SD: | 1.0 | VAR.% | S.E.% | LOW | AVG | HIGH | 5 | 10 | 15 | |
| DOUG FIR | 69.2 | 13.3 | | 44 | 50 | 57 | | | | |
| W LARCH | 71.3 | 31.8 | | 52 | 77 | 101 | | | | |
| W LARCH-L | | | | | | | | | | |
| P PINE | 54.0 | 30.8 | | 36 | 52 | 68 | | | | |
| GR FIR | 50.5 | 34.9 | | 7 | 11 | 15 | | | | |
| LP PINE | 25.7 | 24.1 | | 5 | 6 | 8 | | | | |
| TOTAL | 76.0 | 11.4 | | 48 | 54 | 61 | 231 | 58 | 26 | |
| CL: | 68.1 % | COEFF | TREES/ACRE | | | | # OF PLOTS REQ. | | INF. POP. | |
| SD: | 1.0 | VAR.% | S.E.% | LOW | AVG | HIGH | 5 | 10 | 15 | |
| DOUG FIR | 78.4 | 8.8 | | 26 | 29 | 32 | | | | |
| W LARCH | 182.8 | 20.4 | | 3 | 4 | 5 | | | | |
| W LARCH-L | 663.3 | 74.1 | | 0 | 0 | 0 | | | | |
| P PINE | 257.2 | 28.7 | | 2 | 3 | 4 | | | | |
| GR FIR | 350.3 | 39.1 | | 3 | 5 | 7 | | | | |
| LP PINE | 628.6 | 70.2 | | 0 | 1 | 2 | | | | |
| TOTAL | 53.1 | 5.9 | | 40 | 42 | 45 | 113 | 28 | 13 | |
| CL: | 68.1 % | COEFF | BASAL AREA/ACRE | | | | # OF PLOTS REQ. | | INF. POP. | |
| SD: | 1.0 | VAR.% | S.E.% | LOW | AVG | HIGH | 5 | 10 | 15 | |
| DOUG FIR | 73.0 | 8.2 | | 26 | 29 | 31 | | | | |
| W LARCH | 179.1 | 20.0 | | 5 | 6 | 7 | | | | |
| W LARCH-L | 663.3 | 74.1 | | 0 | 1 | 1 | | | | |
| P PINE | 252.8 | 28.2 | | 3 | 5 | 6 | | | | |
| GR FIR | 346.3 | 38.7 | | 1 | 2 | 3 | | | | |
| LP PINE | 628.4 | 70.2 | | 0 | 1 | 1 | | | | |

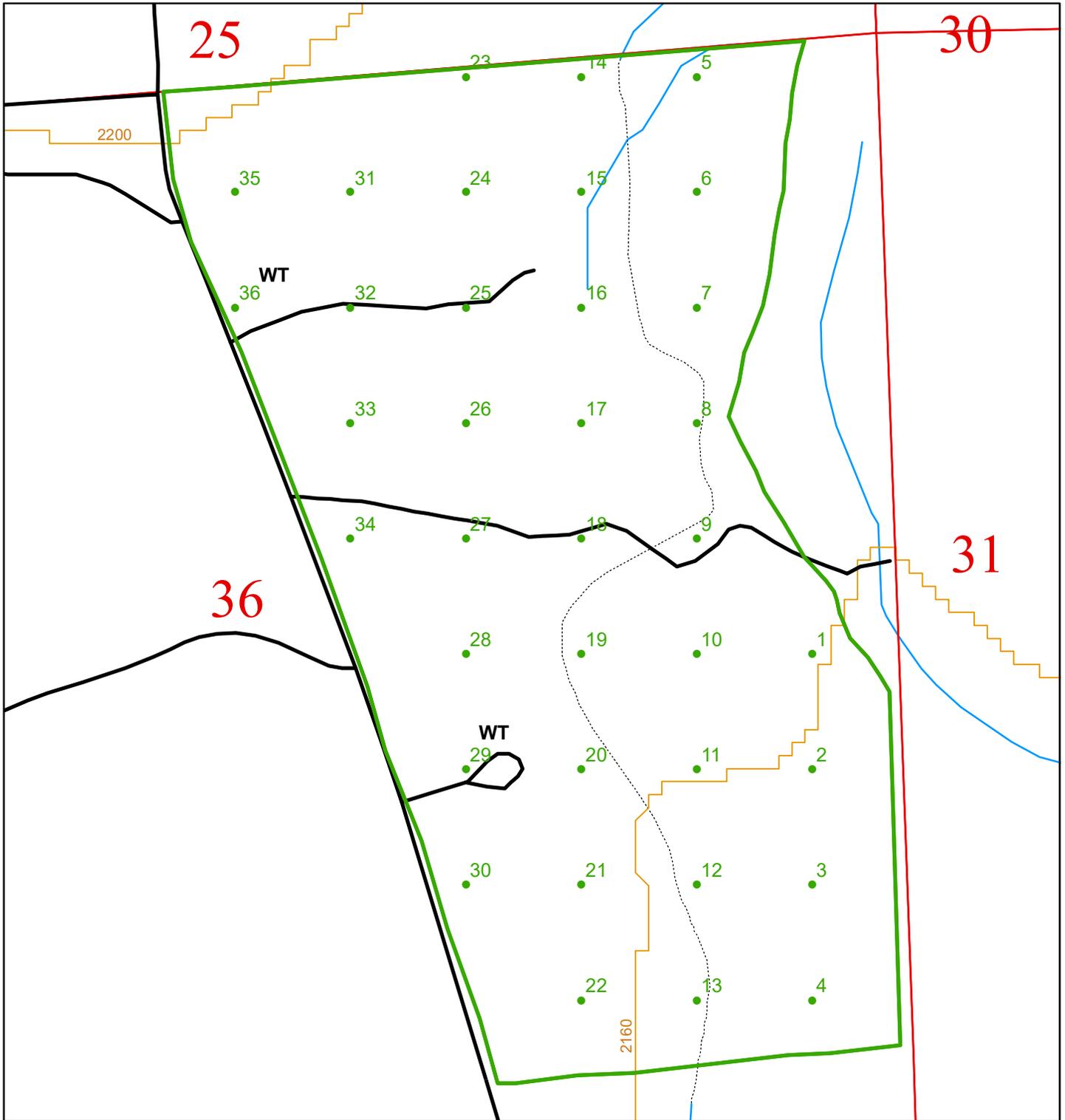
| TC TSTATS | | | | STATISTICS | | | | PAGE | 2 | |
|--------------|--------|-------|------------|------------------|---------|-------|-----------------|-------|-----------|------|
| | | | | PROJECT | KINGSFH | | | DATE | 7/8/2020 | |
| TWP | RGE | SECT | TRACT | TYPE | ACRES | | PLOTS | TREES | CuFt | BdFt |
| 30N | 40E | 30 | O KINGS FH | 00U4 | 172.10 | | 80 | 243 | S | E |
| CL: | 68.1 % | COEFF | | BASAL AREA/ACRE | | | # OF PLOTS REQ. | | INF. POP. | |
| SD: | 1.0 | VAR. | S.E.% | LOW | AVG | HIGH | 5 | 10 | 15 | |
| TOTAL | | 35.5 | 4.0 | 41 | 43 | 44 | 50 | 13 | 6 | |
| CL: | 68.1 % | COEFF | | NET BF/ACRE | | | # OF PLOTS REQ. | | INF. POP. | |
| SD: | 1.0 | VAR.% | S.E.% | LOW | AVG | HIGH | 5 | 10 | 15 | |
| DOUG FIR | | 74.7 | 8.3 | 3,574 | 3,900 | 4,225 | | | | |
| W LARCH | | 180.3 | 20.1 | 920 | 1,152 | 1,384 | | | | |
| W LARCH-L | | 663.3 | 74.1 | 35 | 135 | 235 | | | | |
| P PINE | | 255.9 | 28.6 | 348 | 487 | 626 | | | | |
| GR FIR | | 348.9 | 39.0 | 130 | 212 | 295 | | | | |
| LP PINE | | 644.2 | 72.0 | 9 | 32 | 55 | | | | |
| TOTAL | | 38.9 | 4.3 | 5,661 | 5,918 | 6,175 | 60 | 15 | 7 | |
| CL: | 68.1 % | COEFF | | NET CUFT FT/ACRE | | | # OF PLOTS REQ. | | INF. POP. | |
| SD: | 1.0 | VAR.% | S.E.% | LOW | AVG | HIGH | 5 | 10 | 15 | |
| DOUG FIR | | 73.8 | 8.2 | 798 | 869 | 941 | | | | |
| W LARCH | | 179.4 | 20.0 | 188 | 236 | 283 | | | | |
| W LARCH-L | | 663.3 | 74.1 | 8 | 30 | 53 | | | | |
| P PINE | | 253.8 | 28.3 | 81 | 113 | 145 | | | | |
| GR FIR | | 348.0 | 38.9 | 30 | 50 | 69 | | | | |
| LP PINE | | 641.8 | 71.7 | 2 | 8 | 14 | | | | |
| TOTAL | | 37.4 | 4.2 | 1,252 | 1,306 | 1,361 | 56 | 14 | 6 | |
| CL: | 68.1 % | COEFF | | TONS/ACRE | | | # OF PLOTS REQ. | | INF. POP. | |
| SD: | 1.0 | VAR.% | S.E.% | LOW | AVG | HIGH | 5 | 10 | 15 | |
| DOUG FIR | | 73.8 | 8.2 | 23 | 25 | 27 | | | | |
| W LARCH | | 179.4 | 20.0 | 5 | 6 | 7 | | | | |
| W LARCH-L | | 663.3 | 74.1 | 0 | 1 | 1 | | | | |
| P PINE | | 253.8 | 28.3 | 2 | 3 | 3 | | | | |
| GR FIR | | 348.0 | 38.9 | 1 | 1 | 2 | | | | |
| LP PINE | | 641.8 | 71.7 | 0 | 0 | 0 | | | | |
| TOTAL | | 38.9 | 4.3 | 34 | 35 | 37 | 61 | 15 | 7 | |
| CL: | 68.1 % | COEFF | | V-BAR/ACRE | | | # OF PLOTS REQ. | | INF. POP. | |
| SD: | 1.0 | VAR.% | S.E.% | LOW | AVG | HIGH | 5 | 10 | 15 | |
| DOUG FIR | | | | 125 | 137 | 148 | | | | |
| W LARCH | | | | 153 | 192 | 231 | | | | |
| W LARCH-L | | 591.5 | 66.1 | 47 | 180 | 314 | | | | |
| P PINE | | 19.7 | 2.2 | 73 | 102 | 132 | | | | |
| GR FIR | | 147.3 | 16.5 | 58 | 94 | 131 | | | | |
| LP PINE | | 644.2 | 72.0 | 18 | 64 | 110 | | | | |
| TOTAL | | 401.9 | 44.9 | 132 | 138 | 144 | 6,450 | 1,613 | 717 | |

| TC TSTATS | | | | STATISTICS | | | | PAGE | 1 | |
|--|-------------|-------------|--------------------------|--------------|--------------|--------------|-----------------|--------------|------------|------------|
| | | | | PROJECT | KINGSFH | | | DATE | 7/8/2020 | |
| TWP | RGE | SECT | TRACT | TYPE | ACRES | PLOTS | TREES | CuFt | BdFt | |
| 30N | 39E | 26 | O KINGS FH | 00U5 | 215.90 | 106 | 272 | S | E | |
| | | | | TREES | ESTIMATED | PERCENT | | | | |
| | | | | PER PLOT | TOTAL | SAMPLE | | | | |
| | | | | PLOTS | TREES | TREES | TREES | | | |
| TOTAL | | 106 | 272 | 2.6 | | | | | | |
| CRUISE | | 51 | 68 | 1.3 | 3,641 | | 1.9 | | | |
| DBH COUNT | | | | | | | | | | |
| REFOREST | | | | | | | | | | |
| COUNT | | 38 | 82 | 2.2 | | | | | | |
| BLANKS | | 17 | | | | | | | | |
| 100 % | | | | | | | | | | |
| STAND SUMMARY | | | | | | | | | | |
| | SAMPLE | TREES | AVG | BOLE | REL | BASAL | GROSS | NET | GROSS | NET |
| | TREES | /ACRE | DBH | LEN | DEN | AREA | BF/AC | BF/AC | CF/AC | CF/AC |
| DOUG FIR | 19 | 8.3 | 12.7 | 52 | 2.0 | 7.3 | 920 | 883 | 209 | 209 |
| P PINE | 23 | 3.7 | 18.7 | 69 | 1.6 | 7.1 | 960 | 926 | 204 | 204 |
| W LARCH | 23 | 4.1 | 15.5 | 79 | 1.4 | 5.4 | 859 | 846 | 183 | 183 |
| GR FIR | 3 | .7 | 14.6 | 61 | 0.2 | .8 | 147 | 140 | 29 | 29 |
| TOTAL | 68 | 16.9 | 15.0 | 63 | 5.3 | 20.6 | 2,885 | 2,795 | 625 | 625 |
| CONFIDENCE LIMITS OF THE SAMPLE | | | | | | | | | | |
| 68.1 TIMES OUT OF 100 THE VOLUME WILL BE WITHIN THE SAMPLE ERROR | | | | | | | | | | |
| CL: | 68.1 % | COEFF | SAMPLE TREES - BF | | | | # OF TREES REQ. | INF. POP. | | |
| SD: | 1.0 | VAR.% | S.E.% | LOW | AVG | HIGH | 5 | 10 | 15 | |
| DOUG FIR | 108.7 | 25.6 | | 220 | 296 | 372 | | | | |
| P PINE | 62.8 | 13.4 | | 273 | 315 | 357 | | | | |
| W LARCH | 45.9 | 9.8 | | 245 | 272 | 298 | | | | |
| GR FIR | 95.1 | 65.8 | | 183 | 537 | 890 | | | | |
| TOTAL | 77.9 | 9.4 | | 276 | 305 | 334 | 242 | 61 | 27 | |
| CL: | 68.1 % | COEFF | SAMPLE TREES - CF | | | | # OF TREES REQ. | INF. POP. | | |
| SD: | 1.0 | VAR.% | S.E.% | LOW | AVG | HIGH | 5 | 10 | 15 | |
| DOUG FIR | 98.9 | 23.3 | | 51 | 66 | 81 | | | | |
| P PINE | 49.6 | 10.6 | | 60 | 67 | 74 | | | | |
| W LARCH | 43.9 | 9.3 | | 53 | 58 | 64 | | | | |
| GR FIR | 90.0 | 62.3 | | 39 | 104 | 168 | | | | |
| TOTAL | 69.5 | 8.4 | | 60 | 65 | 71 | 193 | 48 | 21 | |
| CL: | 68.1 % | COEFF | TREES/ACRE | | | | # OF PLOTS REQ. | INF. POP. | | |
| SD: | 1.0 | VAR.% | S.E.% | LOW | AVG | HIGH | 5 | 10 | 15 | |
| DOUG FIR | 141.6 | 13.7 | | 7 | 8 | 9 | | | | |
| P PINE | 128.0 | 12.4 | | 3 | 4 | 4 | | | | |
| W LARCH | 159.3 | 15.5 | | 3 | 4 | 5 | | | | |
| GR FIR | 412.1 | 40.0 | | 0 | 1 | 1 | | | | |
| TOTAL | 65.3 | 6.3 | | 16 | 17 | 18 | 170 | 43 | 19 | |
| CL: | 68.1 % | COEFF | BASAL AREA/ACRE | | | | # OF PLOTS REQ. | INF. POP. | | |
| SD: | 1.0 | VAR.% | S.E.% | LOW | AVG | HIGH | 5 | 10 | 15 | |
| DOUG FIR | 116.4 | 11.3 | | 6 | 7 | 8 | | | | |
| P PINE | 121.8 | 11.8 | | 6 | 7 | 8 | | | | |
| W LARCH | 145.6 | 14.1 | | 5 | 5 | 6 | | | | |
| GR FIR | 367.7 | 35.7 | | 1 | 1 | 1 | | | | |
| TOTAL | 33.4 | 3.2 | | 20 | 21 | 21 | 45 | 11 | 5 | |
| CL: | 68.1 % | COEFF | NET BF/ACRE | | | | # OF PLOTS REQ. | INF. POP. | | |
| SD: | 1.0 | VAR.% | S.E.% | LOW | AVG | HIGH | 5 | 10 | 15 | |
| DOUG FIR | 115.5 | 11.2 | | 784 | 883 | 982 | | | | |
| P PINE | 122.1 | 11.8 | | 816 | 926 | 1,036 | | | | |
| W LARCH | 145.6 | 14.1 | | 727 | 846 | 966 | | | | |
| GR FIR | 375.2 | 36.4 | | 89 | 140 | 191 | | | | |
| TOTAL | 33.2 | 3.2 | | 2,705 | 2,795 | 2,885 | 44 | 11 | 5 | |

| TC TSTATS | | | | STATISTICS | | | | PAGE | 2 | |
|--------------|--------|--------------|-------------|------------------|------------|------------|-----------------|--------------|------------|--|
| | | | | PROJECT | KINGSFH | | | DATE | 7/8/2020 | |
| TWP | RGE | SECT | TRACT | TYPE | ACRES | PLOTS | TREES | CuFt | BdFt | |
| 30N | 39E | 26 | O KINGS FH | 00U5 | 215.90 | 106 | 272 | S | E | |
| CL: | 68.1 % | COEFF | | NET CUFT FT/ACRE | | | # OF PLOTS REQ. | | INF. POP. | |
| SD: | 1.0 | VAR. | S.E.% | LOW | AVG | HIGH | 5 | 10 | 15 | |
| CL: | 68.1 % | COEFF | | NET CUFT FT/ACRE | | | # OF PLOTS REQ. | | INF. POP. | |
| SD: | 1.0 | VAR.% | S.E.% | LOW | AVG | HIGH | 5 | 10 | 15 | |
| DOUG FIR | | 114.8 | 11.1 | 186 | 209 | 233 | | | | |
| P PINE | | 121.1 | 11.7 | 180 | 204 | 228 | | | | |
| W LARCH | | 146.2 | 14.2 | 157 | 183 | 209 | | | | |
| GR FIR | | 370.7 | 36.0 | 19 | 29 | 40 | | | | |
| TOTAL | | 32.5 | 3.2 | 605 | 625 | 645 | 42 | 11 | 5 | |
| CL: | 68.1 % | COEFF | | TONS/ACRE | | | # OF PLOTS REQ. | | INF. POP. | |
| SD: | 1.0 | VAR.% | S.E.% | LOW | AVG | HIGH | 5 | 10 | 15 | |
| DOUG FIR | | 114.8 | 11.1 | 5 | 6 | 7 | | | | |
| P PINE | | 121.1 | 11.7 | 4 | 5 | 5 | | | | |
| W LARCH | | 146.2 | 14.2 | 4 | 4 | 5 | | | | |
| GR FIR | | 370.7 | 36.0 | 1 | 1 | 1 | | | | |
| TOTAL | | 33.5 | 3.3 | 16 | 16 | 17 | 45 | 11 | 5 | |
| CL: | 68.1 % | COEFF | | V-BAR/ACRE | | | # OF PLOTS REQ. | | INF. POP. | |
| SD: | 1.0 | VAR.% | S.E.% | LOW | AVG | HIGH | 5 | 10 | 15 | |
| DOUG FIR | | | | 108 | 122 | 135 | | | | |
| P PINE | | | | 115 | 131 | 146 | | | | |
| W LARCH | | 10.6 | 1.0 | 135 | 157 | 180 | | | | |
| GR FIR | | 187.3 | 18.2 | 105 | 165 | 225 | | | | |
| TOTAL | | 316.7 | 30.7 | 132 | 136 | 140 | 4,006 | 1,002 | 445 | |

| TC TSTATS | | | | STATISTICS | | | | PAGE | 1 | |
|--|--------------|--------------|--------------------------|---------------|---------------|---------------|-----------------|---------------|--------------|--------------|
| | | | | PROJECT | KINGSFH | | DATE | 7/8/2020 | | |
| TWP | RGE | SECT | TRACT | TYPE | ACRES | PLOTS | TREES | CuFt | BdFt | |
| 30N | 42E | 16 | O KINGS FH | 00U6 | 28.20 | 14 | 44 | S | E | |
| | | | | TREES | ESTIMATED | PERCENT | | | | |
| | | | | PER PLOT | TOTAL | SAMPLE | | | | |
| | | | | PLOTS | TREES | TREES | TREES | | | |
| TOTAL | | 14 | 44 | 3.1 | | | | | | |
| CRUISE | | 10 | 23 | 2.3 | 4,595 | | .5 | | | |
| DBH COUNT | | | | | | | | | | |
| REFOREST | | | | | | | | | | |
| COUNT | | 3 | 6 | 2.0 | | | | | | |
| BLANKS | | 1 | | | | | | | | |
| 100 % | | | | | | | | | | |
| STAND SUMMARY | | | | | | | | | | |
| | SAMPLE | TREES | AVG | BOLE | REL | BASAL | GROSS | NET | GROSS | NET |
| | TREES | /ACRE | DBH | LEN | DEN | AREA | BF/AC | BF/AC | CF/AC | CF/AC |
| GR FIR | 8 | 62.3 | 12.0 | 59 | 14.0 | 48.6 | 9,018 | 8,922 | 1,600 | 1,600 |
| W LARCH | 8 | 51.6 | 12.3 | 86 | 12.2 | 42.9 | 6,703 | 6,457 | 1,405 | 1,405 |
| WR CEDAR | 6 | 47.3 | 11.0 | 41 | 9.5 | 31.4 | 3,081 | 2,947 | 795 | 796 |
| DOUG FIR | 1 | 1.8 | 17.3 | 92 | 0.7 | 2.9 | 508 | 508 | 106 | 106 |
| TOTAL | 23 | 162.9 | 11.9 | 63 | 36.5 | 125.7 | 19,309 | 18,834 | 3,906 | 3,907 |
| CONFIDENCE LIMITS OF THE SAMPLE | | | | | | | | | | |
| 68.1 TIMES OUT OF 100 THE VOLUME WILL BE WITHIN THE SAMPLE ERROR | | | | | | | | | | |
| CL: | 68.1 % | COEFF | SAMPLE TREES - BF | | | | # OF TREES REQ. | | INF. POP. | |
| SD: | 1.0 | VAR.% | S.E.% | LOW | AVG | HIGH | 5 | 10 | 15 | |
| GR FIR | 100.1 | 40.7 | | 248 | 419 | 589 | | | | |
| W LARCH | 63.9 | 24.1 | | 120 | 158 | 195 | | | | |
| WR CEDAR | 70.6 | 31.4 | | 59 | 87 | 114 | | | | |
| DOUG FIR | | | | | | | | | | |
| TOTAL | 120.0 | 26.2 | | 168 | 227 | 287 | 602 | 150 | 67 | |
| CL: | 68.1 % | COEFF | SAMPLE TREES - CF | | | | # OF TREES REQ. | | INF. POP. | |
| SD: | 1.0 | VAR.% | S.E.% | LOW | AVG | HIGH | 5 | 10 | 15 | |
| GR FIR | 92.6 | 37.7 | | 45 | 73 | 100 | | | | |
| W LARCH | 60.9 | 23.0 | | 27 | 34 | 42 | | | | |
| WR CEDAR | 82.5 | 36.7 | | 16 | 26 | 35 | | | | |
| DOUG FIR | | | | | | | | | | |
| TOTAL | 97.4 | 21.2 | | 36 | 45 | 55 | 397 | 99 | 44 | |
| CL: | 68.1 % | COEFF | TREES/ACRE | | | | # OF PLOTS REQ. | | INF. POP. | |
| SD: | 1.0 | VAR.% | S.E.% | LOW | AVG | HIGH | 5 | 10 | 15 | |
| GR FIR | 95.1 | 26.3 | | 46 | 62 | 79 | | | | |
| W LARCH | 128.1 | 35.5 | | 33 | 52 | 70 | | | | |
| WR CEDAR | 88.6 | 24.6 | | 36 | 47 | 59 | | | | |
| DOUG FIR | 374.2 | 103.6 | | | 2 | 4 | | | | |
| TOTAL | 21.1 | 5.8 | | 153 | 163 | 172 | 19 | 5 | 2 | |
| CL: | 68.1 % | COEFF | BASAL AREA/ACRE | | | | # OF PLOTS REQ. | | INF. POP. | |
| SD: | 1.0 | VAR.% | S.E.% | LOW | AVG | HIGH | 5 | 10 | 15 | |
| GR FIR | 80.3 | 22.2 | | 38 | 49 | 59 | | | | |
| W LARCH | 129.2 | 35.8 | | 28 | 43 | 58 | | | | |
| WR CEDAR | 73.7 | 20.4 | | 25 | 31 | 38 | | | | |
| DOUG FIR | 374.2 | 103.6 | | | 3 | 6 | | | | |
| TOTAL | 21.1 | 5.8 | | 118 | 126 | 133 | 19 | 5 | 2 | |
| CL: | 68.1 % | COEFF | NET BF/ACRE | | | | # OF PLOTS REQ. | | INF. POP. | |
| SD: | 1.0 | VAR.% | S.E.% | LOW | AVG | HIGH | 5 | 10 | 15 | |
| GR FIR | 91.4 | 25.3 | | 6,663 | 8,922 | 11,181 | | | | |
| W LARCH | 127.3 | 35.3 | | 4,180 | 6,457 | 8,734 | | | | |
| WR CEDAR | 79.2 | 22.0 | | 2,300 | 2,947 | 3,593 | | | | |
| DOUG FIR | 374.2 | 103.6 | | | 508 | 1,034 | | | | |
| TOTAL | 49.8 | 13.8 | | 16,233 | 18,834 | 21,435 | 107 | 27 | 12 | |

| TC TSTATS | | | | STATISTICS | | | | PAGE | 2 | |
|--------------|--------|--------------|-------------|------------------|--------------|--------------|-----------------|------------|------------|------|
| | | | | PROJECT | KINGSFH | | | DATE | 7/8/2020 | |
| TWP | RGE | SECT | TRACT | TYPE | ACRES | | PLOTS | TREES | CuFt | BdFt |
| 30N | 42E | 16 | O KINGS FH | 00U6 | 28.20 | | 14 | 44 | S | E |
| CL: | 68.1 % | COEFF | | NET CUFT FT/ACRE | | | # OF PLOTS REQ. | | INF. POP. | |
| SD: | 1.0 | VAR. | S.E.% | LOW | AVG | HIGH | 5 | 10 | 15 | |
| CL: | 68.1 % | COEFF | | NET CUFT FT/ACRE | | | # OF PLOTS REQ. | | INF. POP. | |
| SD: | 1.0 | VAR.% | S.E.% | LOW | AVG | HIGH | 5 | 10 | 15 | |
| GR FIR | | 84.8 | 23.5 | 1,224 | 1,600 | 1,976 | | | | |
| W LARCH | | 128.7 | 35.7 | 904 | 1,405 | 1,906 | | | | |
| WR CEDAR | | 75.4 | 20.9 | 630 | 796 | 963 | | | | |
| DOUG FIR | | 374.2 | 103.6 | | 106 | 215 | | | | |
| TOTAL | | 37.9 | 10.5 | 3,497 | 3,907 | 4,317 | 62 | 15 | 7 | |
| CL: | 68.1 % | COEFF | | TONS/ACRE | | | # OF PLOTS REQ. | | INF. POP. | |
| SD: | 1.0 | VAR.% | S.E.% | LOW | AVG | HIGH | 5 | 10 | 15 | |
| GR FIR | | 84.8 | 23.5 | 35 | 46 | 57 | | | | |
| W LARCH | | 128.7 | 35.7 | 22 | 34 | 46 | | | | |
| WR CEDAR | | 75.4 | 20.9 | 15 | 19 | 23 | | | | |
| DOUG FIR | | 374.2 | 103.6 | | 3 | 6 | | | | |
| TOTAL | | 37.1 | 10.3 | 91 | 101 | 112 | 59 | 15 | 7 | |
| CL: | 68.1 % | COEFF | | V-BAR/ACRE | | | # OF PLOTS REQ. | | INF. POP. | |
| SD: | 1.0 | VAR.% | S.E.% | LOW | AVG | HIGH | 5 | 10 | 15 | |
| GR FIR | | | | 137 | 184 | 230 | | | | |
| W LARCH | | | | 98 | 151 | 204 | | | | |
| WR CEDAR | | | | 73 | 94 | 114 | | | | |
| DOUG FIR | | 374.2 | 103.6 | | 178 | 362 | | | | |
| TOTAL | | 196.5 | 54.4 | 129 | 150 | 171 | 1,659 | 415 | 184 | |



FMA POLYGON AND SAMPLE POINT INFORMATION

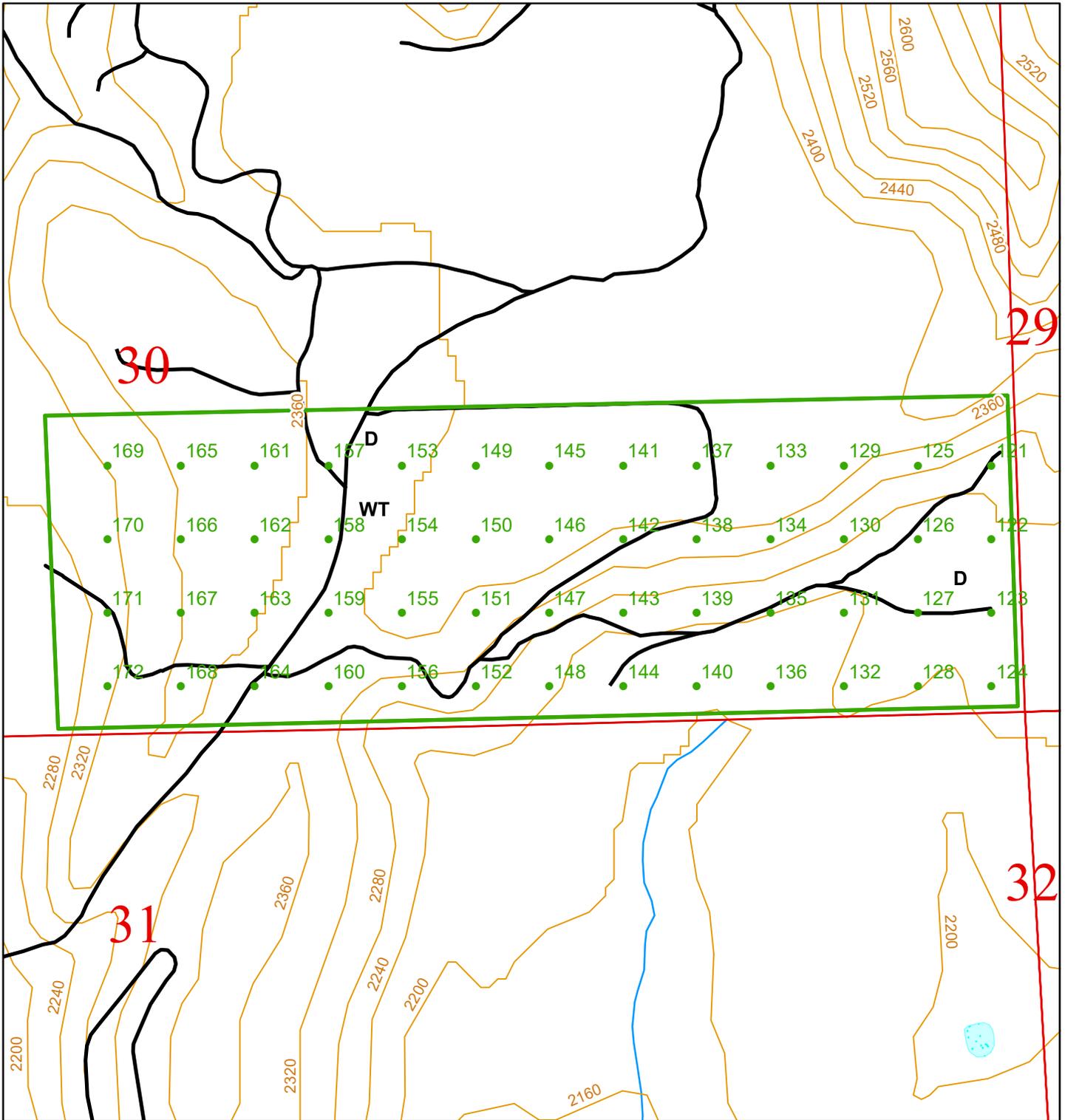
| | | | |
|----------------------|-------------|-------------------------|------------------------|
| FMA_NM: | KINGS FH U1 | Township: | T30R39E |
| FMA_ID: | 307812 | DNR Region: | NORTHEAST |
| Acres: | 78 | Total Sample Points: | 36 |
| County: | STEVENS | Spacing Between Points: | Width: 300 Height: 300 |
| D: Deleted plot | | Point Rotation Degrees: | 0 |
| WT: Walkthrough plot | | | |



Scale 1:4,400

Legend

- Sample Points
- FMA polys
- Public Land Survey Sections
- Contours 40-foot



FMA POLYGON AND SAMPLE POINT INFORMATION

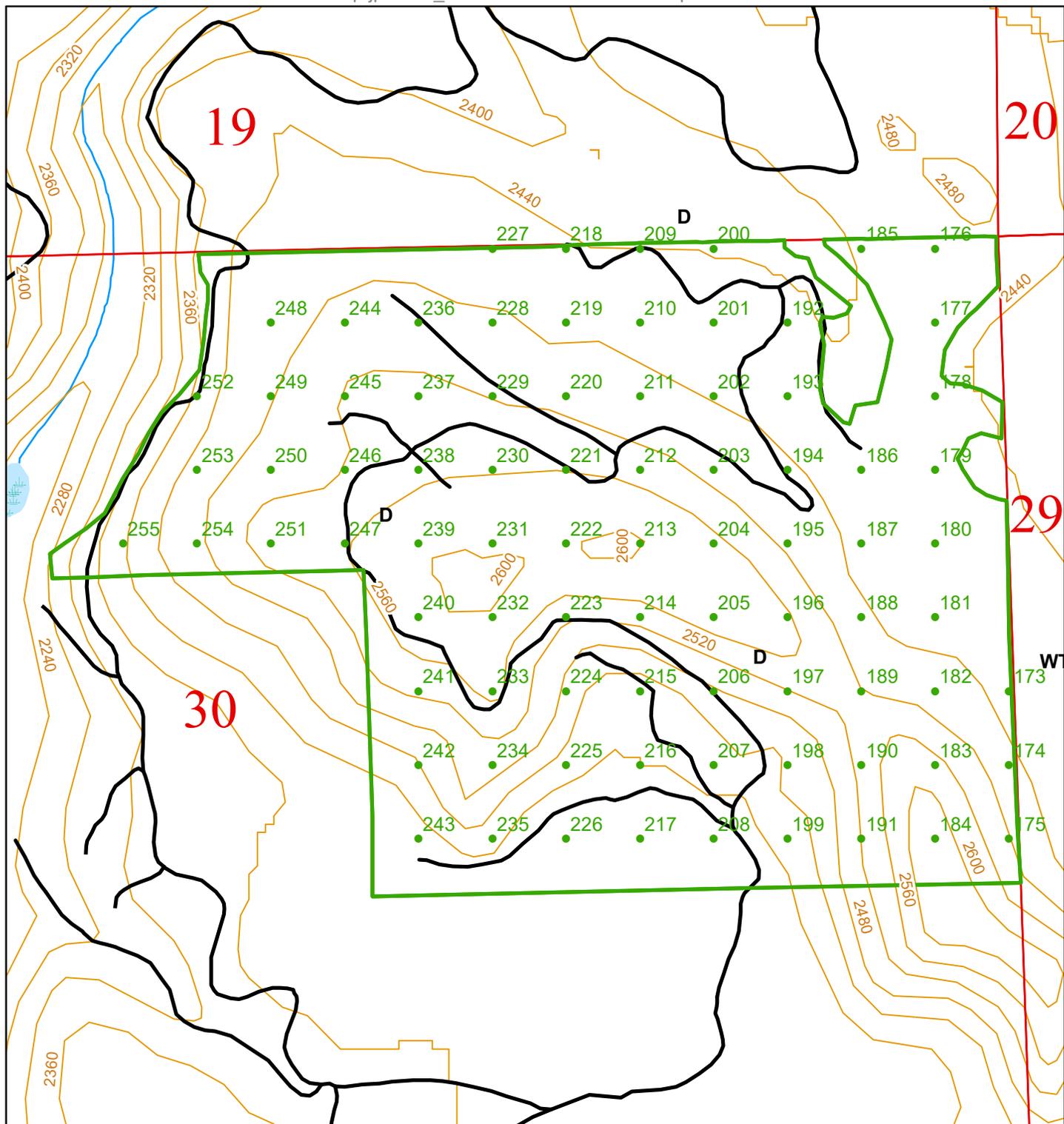
| | | | |
|----------------------|-------------|-------------------------|------------------------|
| FMA_NM: | KINGS FH U3 | Township: | T30R40E |
| FMA_ID: | 307810 | DNR Region: | NORTHEAST |
| Acres: | 114 | Total Sample Points: | 52 |
| County: | STEVENS | Spacing Between Points: | Width: 300 Height: 300 |
| D: Deleted plot | | Point Rotation Degrees: | 0 |
| WT: Walkthrough plot | | | |



Scale 1:6,900

Legend

- Sample Points
- FMA polys
- Public Land Survey Sections
- Contours 40-foot



FMA POLYGON AND SAMPLE POINT INFORMATION

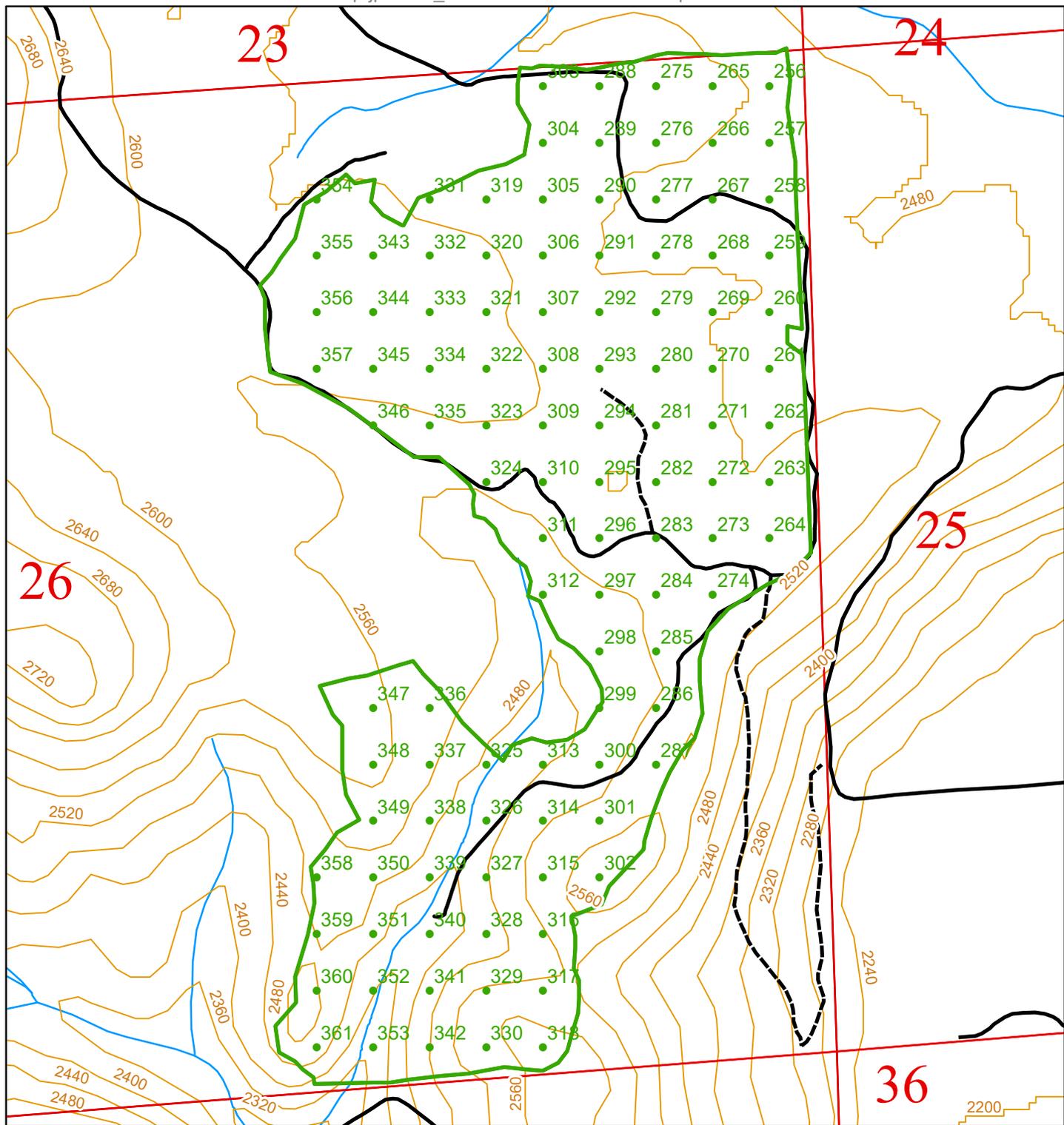
| | | | |
|----------------------|-------------|-------------------------|------------------------|
| FMA_NM: | KINGS FH U4 | Township: | T30R40E |
| FMA_ID: | 307808 | DNR Region: | NORTHEAST |
| Acres: | 177 | Total Sample Points: | 83 |
| County: | STEVENS | Spacing Between Points: | Width: 300 Height: 300 |
| D: Deleted plot | | Point Rotation Degrees: | 0 |
| WT: Walkthrough plot | | | |



Scale 1:6,900

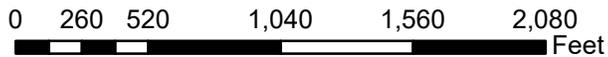
Legend

- Sample Points
- FMA polys
- Public Land Survey Sections
- Contours 40-foot



FMA POLYGON AND SAMPLE POINT INFORMATION

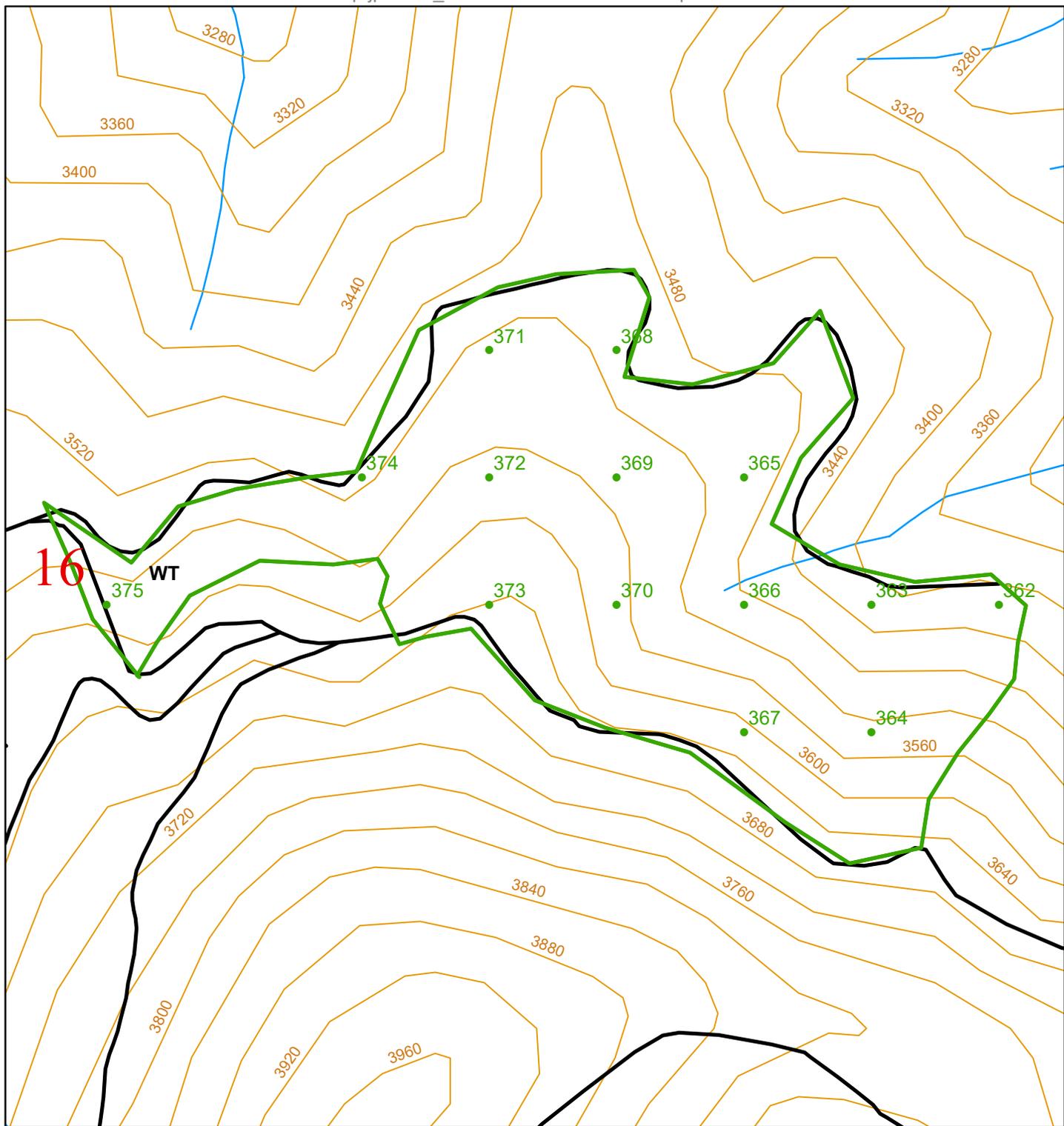
| | | | |
|----------------------|-------------|-------------------------|------------------------|
| FMA_NM: | KINGS FH U5 | Township: | T30R39E |
| FMA_ID: | 307807 | DNR Region: | NORTHEAST |
| Acres: | 218 | Total Sample Points: | 106 |
| County: | STEVENS | Spacing Between Points: | Width: 300 Height: 300 |
| D: Deleted plot | | Point Rotation Degrees: | 0 |
| WT: Walkthrough plot | | | |



Scale 1:9,000

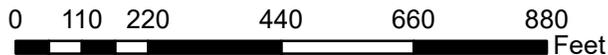
Legend

- Sample Points
- FMA polys
- Public Land Survey Sections
- Contours 40-foot



FMA POLYGON AND SAMPLE POINT INFORMATION

| | | | |
|----------------------|-------------|-------------------------|------------------------|
| FMA_NM: | KINGS FH U6 | Township: | T30R42E |
| FMA_ID: | 307806 | DNR Region: | NORTHEAST |
| Acres: | 28 | Total Sample Points: | 14 |
| County: | STEVENS | Spacing Between Points: | Width: 285 Height: 285 |
| D: Deleted plot | | Point Rotation Degrees: | 0 |
| WT: Walkthrough plot | | | |



Scale 1:3,800

Legend

- Sample Points
- FMA polys
- Public Land Survey Sections
- Contours 40-foot

PRE-CRUISE NARRATIVE

| | |
|--|---|
| Sale Name: Kings FH | Region: Northeast |
| Agreement #: 30-098253 | District: Arcadia |
| Contact Forester: Pete Malinak Phone / Location: (509)680-5717 Deer Park | County(s): Stevens, |
| Alternate Contact: Adam McClelland Phone / Location (509)680-8517 Deer Park Click here to enter text. | Other information: Click here to enter text. |

| | |
|---|---|
| Type of Sale: Lump Sum | |
| Harvest System: Select harvest system Ground based units 1 through 6. | 90% |
| Harvest System: Select harvest system Uphill cable yarding unit & or tether/cable assist on unit 7. | 10% |
| Enter % of sale acres | |
| Harvest System: Select harvest system Click here to enter text. | Click here to enter percent sale acres. |

UNIT ACREAGES AND METHOD OF DETERMINATION:

| Unit # | Legal Description (Enter only one legal for each unit) Sec/Twp/Rng | Grant or Trust | Gross Proposal Acres | Deductions from Gross Acres (No harvest acres) | | | | Net Harvest Acres | Acreage Determination (List method and error of closure if applicable) |
|--------|--|----------------|----------------------|---|------------------|---------------------|------------------------|-------------------|---|
| | | | | RMZ/ WMZ Acres | Leave Tree Acres | Existing Road Acres | Other Acres (describe) | | |
| 1 | 36/30/39E | 03 | 80 | 0 | 0 | 1 | 0 | 79 | GPS (Garmin) |
| 2 | 36/30/39E | 03 | 184.7 | 0 | 0 | 2.7 | 0 | 182 | GPS (Garmin) |
| 3 | 30/30/40E | 07 | 124.9 | 0 | 0 | 3.9 | 0 | 121 | GPS (Garmin) |
| 4 | 30/30/40E | 07 | 183.2 | 0 | 0 | 5.2 | 0 | 178 | GPS (Garmin) |
| 5 | 26/30/39E | 04 | 223.1 | 0 | .5 | 1.6 | 0 | 221 | GPS (Garmin) |
| 6 | 16/30/42E | 03 | 28 | 0 | 0 | 0 | 0 | 28 | GPS (Garmin) |
| 7 | 16/30/42E | 03 | 96.5 | 0 | 1.1 | .4 | 0 | 95 | GPS (Garmin) |

| | | | | | | | | | |
|--------------------|--|--|-------|---|-----|------|---|-----|--|
| | | | | | | | | | |
| TOTAL ACRES | | | 920.4 | 0 | 1.6 | 14.8 | 0 | 904 | |

HARVEST PLAN AND SPECIAL CONDITIONS:

| Unit # | Harvest Prescription: (Leave, take, paint color, tags, flagging etc.) | Special Management areas: | Other conditions (# leave trees, etc.) |
|---------------|---|--|--|
| 1 | Do not cruise leave trees banded with purple paint. Unit bounded with white timber sale boundary tags, pink flashers and pink ribbon. | N/A | 504 total purple leave trees are painted in this unit. |
| 2 | Do not cruise leave trees banded with purple paint. Unit bounded with white timber sale boundary tags, pink flashers and pink ribbon. | N/A | 1,134 total purple leave trees are painted in this unit. |
| 3 | Do not cruise leave trees banded with purple paint. Unit bounded with white timber sale boundary tags, pink flashers and pink ribbon. | N/A | 750 total purple leave trees are painted in this unit. |
| 4 | Do not cruise leave trees banded with purple paint. Unit bounded with white timber sale boundary tags, pink flashers and pink ribbon. | N/A | 1,129 total purple leave trees are painted in this unit. |
| 5 | Do not cruise leave trees banded with purple paint. Unit bounded with white timber sale boundary tags, pink flashers and pink ribbon. | An approximately one half acre type B wetland exists near the Northeast corner of this unit and is bounded with yellow leave tree area tags and pink ribbon. | 1,358 total purple leave trees are painted in this unit. |
| 6 | Do not cruise leave trees banded with purple paint. Unit bounded with white timber sale boundary tags, pink flashers and pink ribbon. | N/A | 175 total purple leave trees are painted in this unit. |
| 7 | Do not cruise leave trees banded with purple paint. Unit bounded with white | A 1.1 acre leave tree area exists near the center of this unit and is | 595 total purple leave trees are painted in this unit. |

| | | | |
|--|---|---|--|
| | timber sale boundary tags, pink flashers and pink ribbon. | bounded with yellow leave tree area tags and pink ribbon. | |
|--|---|---|--|

OTHER PRE-CRUISE INFORMATION:

| Unit # | Primary,secondary Species / Estimated Volume (MBF) | Access information (Gates, locks, etc.) | Photos, traverse maps required |
|-----------|--|---|--------------------------------|
| 1 | PP,WL/300 | This unit is accessed from Luther County Road. No gates. | Region provided. |
| 2 | WL,PP/300 | This unit is accessed from Luther County road. No gates. | Region Provided. |
| 3 | PP,WL/800 | This unit is accessed from the E304031A road off Drum County Road. No locked gates. | Region provided. |
| 4 | WL,PP/900 | This unit is accessed from the E304031A and E304030C roads off Drum County Road. A private automatic gate as well as a non-locked gate exist on the E304031A road. A non-locked gate exists on the E304030C road. Two private residences exist on the E304031A road and one private residence on the E304030C road. These three residences are in the private land in between the two pieces of DNR managed land in this section. | Region provided. |
| 5 | WL,PP/500 | This unit is accessed from the E303923A road off Luther County Road. | Region provided. |
| 6 | WL,WRC/500 | This unit is accessed from the E304209A road from Buck Creek Road and Helios Way. A private gate exists at the intersection of the E304209A road and Helios Way and a DNR gate exists at the boundary of section 16. They both have 786 locks. | Region provided. |
| 7 | PP,WL/700 | This unit is accessed from the E304209A road from Buck Creek Road and Helios Way. A private gate exists at the intersection of the E304209A road and Helios Way and a DNR gate exists at the boundary of section 16. They both have 786 locks. | Region provided. |
| TOTAL MBF | 4,000 MBF | | |

REMARKS:

| |
|---|
| Unit #2 has been deleted from the timber sale |
|---|

| | | |
|---|--------|-----|
| Prepared By: Pete Malinak Date: 12/21/2018 | Title: | CC: |
|---|--------|-----|

