

Filed for Record at Request of
and Return to:

Kathleen M. Thorne
500 Maynard Building
Seattle, WA 98104

BOOK 83 PAGE 498 + 56

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AMENDMENT TO CUTTING CONTRACT

AMENDMENT TO CUTTING CONTRACT, dated as of April 1, 1984 (herein called the "Amendment"), by and between LEWIS COUNTY TIMBER COMPANY, a Washington limited partnership, having an address c/o ITT Rayonier Incorporated, 18000 Pacific Highway South, Seattle, Washington 98188 (herein called the "Licensor"), and ITT RAYONIER INCORPORATED, a Delaware corporation having an address at 1177 Summer Street, Stamford, Connecticut 06904 (herein called the "Licensee").

W I T N E S S E T H :

WHEREAS, the Licensor and the Licensee are parties to that certain Cutting Contract (herein called the "Original Cutting Contract") made as of August 19, 1981, and recorded August 20, 1981 in the official records of the following counties, State of Washington:

<u>County</u>	<u>Auditor's No.</u>	<u>Volume</u>	<u>Page</u>
Lewis	891997	232	400
King	8108200385	---	---
Grays Harbor	810820018	---	---
Jefferson	274079	153	686
Mason	394540	275	841
Skamania	92965	80	153

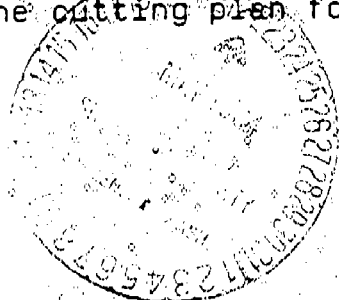
and

WHEREAS, the parties desire to amend the Original Cutting Contract as hereinafter set forth in this Amendment; and

WHEREAS, all acts and things have been done and performed which are necessary to make this Amendment the valid and legally binding agreement of the parties hereto, in accordance with its terms;

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt of which is hereby acknowledged, the Licensor and the Licensee hereby agree as follows:

Section 1. Amendment to Cutting Plan. Notwithstanding the timber cut schedule in Section 3 of the Original Cutting Contract and the cutting plan for the 12 month period beginning July 1, 1983



previously submitted by the Licensee to the Licensor under such Section 3 (herein called the "1984 Plan"), for a period of one year commencing on April 1, 1984, the Licensee shall only engage in the following cutting of timber:

(i) the completion prior to July 1, 1984 of operations already in progress on April 1, 1984 on Tracts 1, 3 and 5 in the County of Grays Harbor, State of Washington, as set forth in the 1984 Plan;

(ii) the cutting of hardwood Merchantable Timber, and such cutting of conifer Merchantable Timber as may be necessary to complete such cutting of hardwood, on those portions of the Property located in the Counties of King, Lewis, Mason and Skamania, State of Washington;

(iii) the cutting of not more than four thousand (4,000) units of Merchantable Timber on those portions of the Property located in the Counties of Grays Harbor and Jefferson, State of Washington, solely in connection with the construction of roads and roadways on such lands in order to enable the licensee to conduct cutting operations in compliance with the Original Cutting Contract on and after April 1, 1985; and

(iv) the cutting of Merchantable Timber on those portions of the Property located in the Counties of Grays Harbor and Jefferson, State of Washington, solely in connection with removal of blowdown timber, the exact volume to equal the amount that has blown down plus up to an equivalent amount if needed to facilitate land management activities performed in compliance with the Maintenance Agreement.

Section 2. Authority. This Amendment is executed in accordance with Section 24 of the Original Cutting Contract.

Section 3. Definitions. All terms which are defined in the Original Cutting Contract and not separately defined herein shall have the same meanings in this Amendment as such terms are given in the Original Cutting Contract, unless the context clearly requires otherwise.

Section 4. Original Cutting Contract to Remain in Effect. Save and except as amended by this Amendment, the Original Cutting Contract shall remain in full force and effect.

Section 5. Counterparts. This Amendment is being executed in several counterparts, each of which is an original, but such counterparts shall together constitute but one and the same instrument. It shall not be necessary in making proof of this Amendment to produce or account for more than one such counterpart.

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IN WITNESS WHEREOF, the parties hereto have cause this
Amendment to be duly executed under seal, all as of the day and year
first above written.

LEWIS COUNTY TIMBER COMPANY

By RAYMIDGA CO.
General Partner

[SEAL]

Attest:

John B. Canning
John B. Canning
Secretary

By

Randall S. Johnson
Randall S. Johnson
Vice-President

ITT RAYONIER INCORPORATED

Attest:

John B. Canning
John B. Canning
Assistant Secretary

By

William S. Berry
William S. Berry
Vice-President

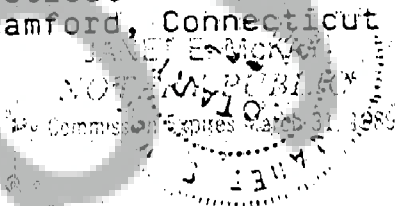
[Corporate Seal]

STATE OF CONNECTICUT)
) ss
COUNTY OF FAIRFIELD)

On this 9th day of May, 1984 before me personally appeared RANDALL S. JOHNSON and JOHN B. CANNING, to me known to be a Vice-President and the Secretary, respectively, of RAYMIDGA CO, the general partner in LEWIS COUNTY TIMBER COMPANY, a Washington limited partnership, the partnership that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said limited partnership for the uses and purposes therein mentioned, and on oath, stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of the corporation.

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

Janet E. McKay
Notary Public in and for the
State of Connecticut
residing at Stamford, Connecticut



STATE OF CONNECTICUT)
) ss
COUNTY OF FAIRFIELD)

On this 11th day of May, 1984 before me personally appeared WILLIAM S. BERRY and JOHN B. CANNING, to me known to be a Vice-President and an Assistant Secretary, respectively, of IIT RAYONIER INCORPORATED, the corporation that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath, stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of the corporation.

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

Janet E. McKay
Notary Public in and for the
State of Connecticut
residing at Stamford, Connecticut

