

Amendment made and executed as of this 12th day of July, 1962 to the Timber Cutting Contract between Boise Cascade Paper Corporation (Paper) and Boise Cascade Corporation (Boise) dated as of July 9, 1962.

The first paragraph of paragraph 10 of said Contract is hereby amended to read as follows:

"10. *Performance by Boise; Remedies.* Time is of the essence hereof and if Boise shall violate or breach or fail to keep or perform any covenant or agreement hereof and such violation, breach or failure shall continue for a period of 30 days after Paper shall have notified Boise thereof in writing, or if Boise shall fail to make any payments for Timber cut and removed or any good faith deposit promptly at the time the same shall fall due as hereinabove specified, then in any such case, Paper may elect to declare cancellation of the Contract, and upon such election being made all rights and obligations of Boise hereunder shall cease and terminate except that any payments heretofore made hereunder by Boise shall be retained by Paper as the agreed rental or use value; or Paper may elect to bring action or actions on any overdue payments or deposits or on any payments made by Paper and repayable by Boise, it being stipulated that the covenants to make payments for Timber cut and removed, to make good faith deposits, and to make any other payments provided for hereunder are independent covenants and that every such action is an action arising on contract for the recovery of money only, as if the promise to pay had been expressed in different instruments, and that no such action shall constitute an election not to proceed otherwise as to any subsequent default, and no waiver by Paper of any default on the part of Boise shall be construed as a waiver of any subsequent default. Overdue payments for Timber cut and removed or good faith deposits hereunder shall bear interest at the rate of 6% per annum from their due dates."

Paragraph 15 is hereby amended to read as follows:

"15. *Applicable Law.* Since this Contract was executed and delivered in the State of Oregon, this Contract is to be performed primarily in that State and the principal business office of Paper is in that State, the parties hereby agree that this Contract shall be governed by the laws of the State of Oregon except to the extent the laws of Washington shall apply to real property matters in Washington."

IN WITNESS WHEREOF, Paper and Boise have caused their respective names to be signed and their respective corporate seals to be affixed, by their proper officers hereunto duly authorized, as of the day and year first above written.

Signed, sealed and delivered in the presence of:

..... *La J. Rhin*

As to Boise Cascade Paper Corporation

BOISE CASCADE PAPER CORPORATION

By *R. W. Halliday*

Vice President

ATTEST:

W. J. Eul

Secretary

BOISE CASCADE CORPORATION

By *R. W. Halliday*

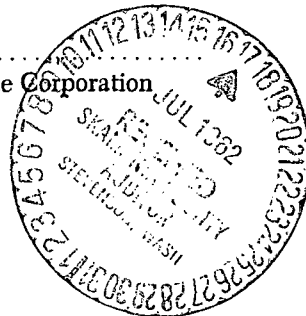
Vice President

ATTEST:

W. J. Eul

Secretary

As to Boise Cascade Corporation



Consent to the foregoing Amendment is hereby granted

NEW YORK LIFE INSURANCE COMPANY

By John N. Sprague
Assistant Vice President

THE CHASE MANHATTAN BANK

By W. W. Higgins
Assistant Vice President

FIRST NATIONAL CITY BANK

By Robert Holden, Jr.
VICE PRESIDENT

BANK OF AMERICA NATIONAL TRUST
AND SAVINGS ASSOCIATION

By Ralph H. Freeman
VICE PRESIDENT

THE CHASE MANHATTAN BANK, as Trustee
under Indenture of Trust dated as of July 12,
1962 of Boise Cascade Paper Corporation

By [Signature]
Assistant Vice President

STATE OF *New York* }
COUNTY OF *New York* } ss.:

Before me a Notary Public in and for the State of *New York*, personally appeared *R. W. Halliday*, known to me to be the *Vice President* of *Boise Cascade Paper Corporation*, the corporation that executed the within and foregoing instrument and did depose that he is an officer of said corporation as above designated, that he resides at *Boise, Idaho*, that he is acquainted with said corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, that the signature on said instrument is the signature of said *R. W. Halliday*, and that said person is the *Vice President* of said corporation as indicated after said signature, that the said corporation executed the said instrument free and voluntary for the uses and purposes therein mentioned and by authority of its Board of Directors, that he was authorized to execute said instrument and that said corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this *12* day of *July*, 1962.

Richard L. Meneeley

Notary Public for
83-45 BROADWAY
ELMHURST, 73, N. Y.
Residing at
RICHARD L. MENEeley
Notary Public, State of New York
No. 41-7896550
Qualified in Queens County
Certificate filed with N.Y. Co. Clerk
Term Expires March 30, 1964

STATE OF *New York* }
COUNTY OF *New York* } ss.:

Before me a Notary Public in and for the State of *New York*, personally appeared *A. W. Halliday*, known to me to be the *Vice President* of *Boise Cascade Paper Corporation*, the corporation that executed the within and foregoing instrument and did depose that he is an officer of said corporation as above designated, that he resides at *Boise, Idaho*, that he is acquainted with said corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, that the signature on said instrument is the signature of said *A. W. Halliday*, and that said person is the *Vice President* of said corporation as indicated after said signature, that the said corporation executed the said instrument free and voluntary for the uses and purposes therein mentioned and by authority of its Board of Directors, that he was authorized to execute said instrument and that said corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this *12* day of *July*, 1962.

Richard L. Meneeley

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