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**ASSIGNMENT AND CONSENT**

WHEREAS all of the issued and outstanding common stock of Boise Cascade Paper Corporation, a Delaware corporation (hereinafter called "Paper" or "Assignor"), having its principal place of business in Boise, Idaho, is owned by the Boise Cascade Corporation, a Delaware corporation (hereinafter called "Boise"), having its principal place of business in Boise, Idaho and Paper has borrowed and has outstanding \$49,700,000 from The Chase Manhattan Bank, Bank of America National Trust and Savings Association, First National City Bank and The First National Bank of Chicago (hereinafter called the "Bank"), under the Loan Agreement dated as of April 27, 1962 between Paper and the Banks, evidenced by promissory notes due October 31, 1962 (hereinafter called the "Interim Notes"); and

WHEREAS Boise and Paper have entered into a timber cutting contract dated as of July 9, 1962 (hereinafter called the "Contract"); and

WHEREAS in order to obtain funds needed to repay the Interim Notes, Paper entered into (a) Note Purchase Agreements each dated as of July 12, 1962 (hereinafter called the "Purchase Agreement"), with New York Life Insurance Company (hereinafter called "New York Life") and John Hancock Mutual Life Insurance Company (hereinafter called "John Hancock"), respectively, providing for the issue and sale by Paper and the purchase by New York Life and John Hancock of \$20,500,000 aggregate principal amount of 6% Secured Notes due October 1, 1980 (hereinafter called the "Institutional Notes"), (b) a Loan Agreement to be dated July 12, 1962 (hereinafter called the "Loan Agreement") with the Banks providing for the borrowing by Paper and the lending by the Banks of an aggregate amount of \$29,200,000 to be evidenced by 5½% Secured Promissory Notes due April 1, 1969 (hereinafter called the "Bank Notes"), (c) a trust indenture dated as of July 12, 1962 (hereinafter, including all indentures amendatory or supplemental thereto, called the "Indenture"), with The Chase Manhattan Bank, as Trustee (hereinafter called the "Trustee") pursuant to which the Institutional Notes and Bank Notes will be secured by, among other things, the assignment to the Trustee of the Contract, together with all rights of Paper thereunder and all payments to be made thereunder by Boise and (d) a financing agreement to be dated as of July 12, 1962 with Boise and the Trustee providing for certain undertakings by Boise with respect to the Institutional Notes and Bank Notes (hereinafter called the "Financing Agreement"); and

WHEREAS New York Life, John Hancock and the Banks, respectively, are making the above described loans upon the respective agreements, representations and warranties of Boise and Paper contained in this Assignment and Consent.

NOW, THEREFORE, to secure the payment of any and all the Bank Notes and the Institutional Notes, Paper hereby conveys, assigns, transfers and sets over to the Trustee, its successors and assigns, all moneys and claims for money due and/or to become due to the Assignor from Boise under or arising out of the Contract and any and all amendments thereof and supplements thereto, and all right, title and interest of Paper under, in or by virtue of the Contract to which Paper now or hereafter may be entitled, subject however to the provisions of paragraph 8 of Article Three of the Financing Agreement, and Boise hereby joins in the execution and delivery of this instrument to consent to the execution and delivery of the assignment provided herein and to all of the recitals, agreements and provisions hereof and to agree that it will duly and promptly make all payments due pursuant to the Contract directly to said Trustee, for the benefit of the holders of the Bank Notes and Institutional Notes in accordance with the provisions of the Contract and paragraph 8 of Article Three of the Financing Agreement.

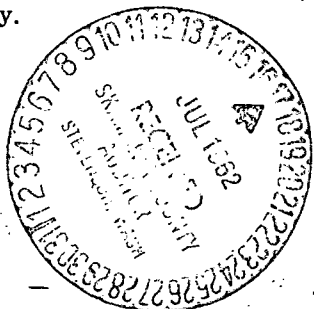
The Assignor hereby specifically authorizes and directs Boise to make all payments due under or arising out of the Contract direct to the Trustee, and hereby irrevocably authorizes and empowers the Trustee, as such assignee, to ask, demand, receive, request receipt and give acquittance for any and all amounts, including any good faith deposits, which may be or become due or payable or remain unpaid at any time or times to Paper by Boise under and pursuant to the Contract and paragraph 8 of Article Three of the Financing Agreement, and to endorse any checks, drafts or other orders for

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STATE OF OREGON, }  
County of Clackamas, } ss.

I, ROBERT SCHUMACHER, County Clerk and ex-officio clerk of the Circuit Court of the State of Oregon, for the County of Clackamas, do hereby certify that the foregoing copy of Mortgage (Boise Cascade Paper Corp) no. 15099 recorded in Bk 556 page 547

has been by me compared with the original, and that it is a correct transcript therefrom, and the whole of such original, as the same appears on file and of record in my office and in my care and custody.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the County Court this 16th day of July A. D., 1962

ROBERT SCHUMACHER, Clerk.

By Jennema Tomlin Deputy.

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the payment of money payable to Paper in payment thereof, and in the Trustee's discretion to file any claims or take any action or proceeding under the Contract either in its own name or in the name of Paper, or otherwise, which to the Trustee may seem to be necessary or advisable in the premises and which Paper is entitled to take, including without limitation the right of Paper to terminate the Contract as provided therein.

It is expressly understood and agreed, however, that the Trustee shall not be required or obliged in any manner to make any demand, or to make any inquiry as to the nature or sufficiency of any payment received by it, or to present or file any claims, or to take any other action required or permitted by the Contract, including any action to collect or enforce the payment of any amounts which may have been assigned to the Trustee or to which the Trustee may be entitled under the Contract or hereunder at any time or times, except as expressly required by the Indenture.

Paper agrees that any and all moneys received by the Trustee from Boise by virtue of this assignment shall be applied as provided in the Indenture.

Paper agrees that at any time or from time to time upon the written request of the Trustee, Paper will execute and deliver such further documents and do such other acts and things as the Trustee may request in order further to effect the purposes of this assignment.

Paper represents to the Trustee and agrees that Paper has not heretofore transferred, assigned or encumbered any of the moneys due and/or to become due to Paper under the Contract or any of the claims or rights arising thereunder and that Paper will promptly take any and all action necessary so that Boise will become obligated to make the payments contemplated by the Contract and Financing Agreement and will not take or omit to take any action, the taking or omission of which might result in any alteration or impairment of the Contract and Financing Agreement or this assignment and consent or of any of the rights created by any such instrument.

This instrument of assignment, consent, transfer and conveyance may be recorded in any state as a conveyance of real estate or interests therein. All payments under the Contract for Timber, as defined therein, cut and removed, as good faith deposits, representing insurance or condemnation proceeds or otherwise made, if received by Paper, shall not be deposited by Paper but shall be held in trust for and turned over to the Trustee in the form received with any and all necessary endorsements or releases.

In the event of any bankruptcy, receivership or other insolvency proceeding of Paper or in respect to the property of Paper or any dissolution, liquidation or winding up thereof, neither the Contract nor this instrument of assignment and consent shall be subject to termination as an executory contract, or be terminable by a trustee or receiver of Paper but shall remain in full force and effect.

Both Paper and Boise represent and warrant that the Contract and this assignment and consent are valid and enforceable agreements binding thereupon and are in full force and effect.

Dated as of July 12, 1962

Attest:

WM. D. EBERLE

*WM. D. EBERLE*

BOISE CASCADE PAPER CORPORATION

By

*Robert L. Hailday*  
Vice President

Attest:

WM. D. EBERLE

BOISE CASCADE CORPORATION

By

*Robert L. Hailday*  
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 ROBERT 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 ROBERT 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 12th day of July, 1962.

RICHARD L. MENEELY

Notary Public for 83-45 BROADWAY  
Residing at ELMHURST 73, N.Y.  
Notary Public, State of New York  
No. 41-590750  
Qualified in New York  
Certificate filed with N.Y. State Clerk  
Term Expires March 30, 1964

STATE OF NEW YORK  
COUNTY OF NEW YORK

Before me a Notary Public in and for the State of New York, personally appeared ROBERT W. HALLIDAY, known to me to be the Vice President of BOISE CASCADE 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 ROBERT 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.

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COAL OF CERTAIN  
BLIND OF AMERSON

Boise Cascade Paper

the Vice President

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