

**NOTICE OF TRANSFER OF PROPERTY AND
ASSIGNMENT AND ASSUMPTION OF
AGREEMENT AND COVENANT NOT TO SUE
(USEPA Docket CERCLA-10-2002-0034)**

This Notice of Transfer of Property and Assignment and Assumption of Agreement and Covenant Not to Sue (“Notice”) is made by the undersigned and is given pursuant to Section XIII of the Agreement and Covenant Not to Sue (USEPA Docket CERCLA-10-2002-0034) effective June 3, 2002, as amended by Amendment to Agreement and Covenant Not to Sue effective May 26, 2011, (the “Agreement”) between the Environmental Protection Agency (EPA) and Pacific Wood Preserving of Oregon.

The parties to this Notice are Pacific Wood Preserving of Oregon, Inc. (“Seller”), Stella-Jones Corporation and McFarland Cascade Holdings, Inc. (collectively, “Buyer”), and EPA.

The parties acknowledge that the subject property described in Exhibit 1 to the Agreement (“Property”) has substantial environmental contamination in place and that there are significant ongoing obligations related to use restrictions and operations and maintenance on the Property that are required to protect public health and the environment. These obligations originate with the remedy selected and implemented by EPA for contamination at the Taylor Lumber and Treating Superfund Site (“Site”). EPA’s decisions regarding the Site are documented in a Record of Decision adopted by EPA on September 30, 2005, and in the Administrative Record supporting the Record of Decision. Seller agreed to certain obligations at the Site in the Agreement. Such obligations are documented in the Revised Statement of Work, Exhibit 3A to the Agreement, and the Easement and Equitable Servitude recorded for the Property dated July 25, 2011, as amended on October 21, 2013.

Paragraph 29 of the Agreement provides as follows:

“ . . . all of the rights, benefits and obligations conferred upon [Seller] may be assigned or transferred to any person with the prior written consent of EPA in its sole discretion.”

Paragraph 31 of the Agreement provides as follows:

“In the event of an assignment or transfer of the Property or an assignment or transfer of an interest in the Property, the assignor or transferor shall continue to be bound by all the terms and conditions, and subject to all the benefits, of this Agreement except as EPA and the assignor or transferor agree otherwise and modify this Agreement, in writing, accordingly. Moreover, prior to or simultaneous with any assignment or transfer of the Property, the assignee or transferee must consent in writing to be bound by the terms of this Agreement including but not limited to the certification requirement in Section IX of this Agreement in order for the Covenant Not to Sue in Section X to be available to that party. The Covenant Not to Sue in Section X shall not be effective with

respect to any assignees or transferees who fail to provide such written consent to EPA.”

The undersigned Seller and Buyer notified EPA by way of letter dated October 14, 2013, that Buyer proposes to acquire the Property. In that letter, Buyer stated its intent to assume all unsatisfied obligations under the Agreement, to be bound by its terms and conditions, and to make required disclosure and non-contributor certifications.

By its signature below, Seller confirms that it will continue to comply with the terms of the Agreement until the date of acquisition of ownership of the Property, after which time Seller shall be released from all obligations under the Agreement.

By its signature below, Buyer hereby confirms that it assumes and agrees to be bound by the terms of the Agreement as of the date of its acquisition of ownership of the Property, including Paragraph 13-a of the Agreement. Buyer also hereby makes the disclosure and non-contributor certification required by Section IX of the Agreement. As a result of such assumption, Buyer shall assume the burdens and obtain the benefits of the Agreement, including but not limited to the Covenant Not to Sue set forth in Section X of the Agreement.

By its signature below, EPA acknowledges receipt of this Notice and grants the consent required by Paragraph 29 of the Agreement.

Buyer and Seller both acknowledge and agree that this Notice does not alter, amend or modify their respective obligations to each other as set forth in the Asset Purchase Agreement dated as of October 7, 2013.

This Notice is executed by Seller and Buyer as of the ____ day of _____, 2013.

SELLER:

PACIFIC WOOD PRESERVING OF
OREGON, INC.

By: _____
Elaina Jackson, President

BUYER:

STELLA-JONES CORPORATION

By: _____
Douglas Fox, Senior Vice President –
Engineering and Operations

BUYER:

McFARLAND CASCADE HOLDINGS, INC.

By: _____
Ian Jones, Senior Vice President

respect to any assignees or transferees who fail to provide such written consent to EPA."

The undersigned Seller and Buyer notified EPA by way of letter dated October 14, 2013, that Buyer proposes to acquire the Property. In that letter, Buyer stated its intent to assume all unsatisfied obligations under the Agreement, to be bound by its terms and conditions, and to make required disclosure and non-contributor certifications.

By its signature below, Seller confirms that it will continue to comply with the terms of the Agreement until the date of acquisition of ownership of the Property, after which time Seller shall be released from all obligations under the Agreement.

By its signature below, Buyer hereby confirms that it assumes and agrees to be bound by the terms of the Agreement as of the date of its acquisition of ownership of the Property, including Paragraph 13-a of the Agreement. Buyer also hereby makes the disclosure and non-contributor certification required by Section IX of the Agreement. As a result of such assumption, Buyer shall assume the burdens and obtain the benefits of the Agreement, including but not limited to the Covenant Not to Sue set forth in Section X of the Agreement.

By its signature below, EPA acknowledges receipt of this Notice and grants the consent required by Paragraph 29 of the Agreement.

Buyer and Seller both acknowledge and agree that this Notice does not alter, amend or modify their respective obligations to each other as set forth in the Asset Purchase Agreement dated as of October 7, 2013.

This Notice is executed by Seller and Buyer as of the _____ day of _____, 2013.

SELLER:

PACIFIC WOOD PRESERVING OF
OREGON, INC.

By: Elaina Jackson
Elaina Jackson, President

BUYER:

STELLA-JONES CORPORATION

By: Douglas Fox
Douglas Fox, Senior Vice President
Engineering and Operations

BUYER:

MCFARLAND CASCADE HOLDINGS, INC.

By: Ian Jones
Ian Jones, Senior Vice President

The Environmental Protection Agency, Region 10, hereby confirms receipt of the above referenced Notice.

Cami Grandinetti
Cami Grandinetti, Program Manager
Remedial Cleanup Program
Date: 11/15/13