

INDEPENDENT CONTRACTOR AGREEMENT

This agreement is made and entered into this 28th day of April, 2008, by and between **Poston Logging**, hereinafter referred to as Contractor, and **Oddfellows Sierra Park**, hereinafter referred to as Client.

Client desires certain work to be performed on an independent basis, and Contractor, having represented that it has the necessary skill and expertise to perform and accomplish such work, desires to render its services to Client on an independent basis.

Now, therefore, the parties do hereby mutually agree as follows:

1. THE WORK

Contractor agrees, at its cost and expense, to perform all labor and services, and except hereinafter otherwise specifically set forth, to furnish all the necessary equipment and manpower to complete in a good, substantial and workmanlike manner, the following described work:

A. Log and haul designated timber from clients property to mills at Standard and Chinese Camp according to their specifications. All harvesting operations shall conform to the approved NTMP and the California Forest Practice Act. Slash clean up (18" lop and scatter), erosion control installation, road reconstruction, and dust abatement are required.

Unless otherwise mutually agreed in writing, A above provides the scope of services to be rendered by Contractor to Client.

2. TERM OF EMPLOYMENT

The term of this Agreement shall commence on April 28, 2008, and shall continue until June 30, 2008.

3. **GENERAL AREA**

Client grants Contractor permission to enter upon the following described real property to perform the services described herein:

The property owned by client being a portion of sections 30, 31, T 3 N, R 17 E, MDBM.

4. **COMPENSATION**

Compensation which client agrees to pay for the services to be performed by Contractor is as follows:

Item 1A. \$225 per MBF for logs delivered to Standard, \$250 per MBF for logs delivered to Chinese Camp. \$10 per MBF will be withheld from all payments to Contractor as a performance guarantee until all work has been satisfactorily completed. All rates are based on net log scale.

Client will be responsible for any and all additional fees required by Federal State or County agencies.

5. **PAYMENTS**

Upon satisfactory completion of services rendered, payments shall be made to Contractor by Client in the following manner:

Payment to Contractor will be made twice monthly as logs are delivered to the purchaser.

6. **INSPECTION**

Client shall have the right to inspect Contractor's work at any and all times and for any and all purposes and shall have the right to audit Contractor's records pertaining to this Agreement at any reasonable time.

7. **REMEDIES**

In the event that either party should fail to perform any part of this Agreement in the manner specified herein, either party may terminate this Agreement, without notice, and avail itself of any remedies at law or equity. Upon such termination, Contractor shall immediately remove all of its equipment and personnel from Client's property.

8. **INDEPENDENT CONTRACTOR**

It is hereby understood that Contractor is an independent contractor and not an agent or employee of Client and that Contractor's agents, servants and employees are not and shall not be considered as agents, servants or employees of Client.

9. **OPERATIONS**

Contractor shall conduct operations hereunder in an expedient, economic and workmanlike manner, satisfactory to Client and in compliance with specifications set forth by this Agreement.

10. **ASSIGNMENT**

This Agreement shall not be assignable by either party unless mutually agreed in writing. Any attempt to do so shall render such assignment null and void.

11. **INSURANCE**

Contractor shall carry and maintain insurance in amounts as shown below:

Comprehensive General Liability:	\$1,000,000
Automobile Liability:	\$ 100,000
Automobile Property Damage:	\$ 100,000

Certificates of insurance will be provided to Client upon request.

The Foregoing correctly and fully states the agreement between the parties, and all other agreement, understandings or promises are hereby declared null and void.

Agreed to as of the date first hereinabove written.

Oddfellows Sierra Park

Poston Logging

By: [Signature]
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By: Terry Poston