

**REAL ESTATE SALES CONTRACT  
(OREGON)**

Date: \_\_\_\_\_ ("Effective Date")

R.E. No: \_\_\_\_\_

Contract No: \_\_\_\_\_

\_\_\_\_\_, ("Buyer"), hereby agrees to purchase from **Bascom Pacific, LLC**, a Delaware limited liability company ("Seller"), and Seller hereby agrees to sell and convey to Buyer that certain real estate described on **Exhibit A** attached hereto and made a part hereof, together with all timber (standing or downed), reproduction, any improvements thereon, and all rights, privileges and easements appurtenant thereto (collectively, the "Property"), for the price and upon the terms and conditions described below.

**1. Purchase Price:**

Buyer hereby agrees to pay for the Property the amount of \$ \_\_\_\_\_ (the "Purchase Price"), with \$ \_\_\_\_\_ in earnest money (the "Deposit") having heretofore been paid by Buyer to Seller and the balance of the Purchase Price to be paid by Buyer to Seller at the closing (the "Closing") described in Paragraph 4 below; such balance to be paid to Seller in cash, by official bank cashier's check, or by wiring immediately available Federal Funds to the closing agent or to such bank account as Seller shall designate to Buyer.

**2. Closing And Related Costs:**

Seller shall pay only the premium for a standard coverage owner's title insurance policy without endorsements or extended coverage, in the amount of the Purchase Price, one-half of the closing escrow agent's fee, the Seller's attorneys' fees incurred in this transaction, all recording fees to record documents needed to clear any title exceptions required to be removed by Seller under the terms hereof, documentary stamps, and any deed transfer tax. Buyer shall pay all other closing costs and settlement expenses, including (without limitation) use or other taxes, recording fees to record the deed from Seller, all fees and expenses of Buyer's attorneys, premiums for any title policy endorsements or extended coverage, and one-half of the closing escrow agent's fee, as well as any survey, environmental audit and other due diligence costs of Buyer.

**3. Conveyance:**

Seller agrees to convey the Property at Closing by Statutory Special Warranty Deed (the "Deed"), which warrants title only in connection with lawful claims done or suffered by Seller. The Deed shall be executed by Seller and delivered to Buyer on or before the Closing Date (defined below). Such conveyance shall be subject to current and subsequent real estate taxes, easements, restrictions, conditions, covenants and other exceptions of record and reservations, rights of way, roadways, mineral rights or reservations, oil, gas or other matters which an accurate survey would show applicable to or affecting the Property. Real estate taxes shall be prorated to the Closing Date, with Buyer responsible for any taxes attributable to all periods after the Closing Date. Seller, promptly after its execution of this Contract, shall cause the Title Company (defined in Section 4 below) to issue and deliver to Buyer a preliminary title report and all title exception documents referenced therein (collectively, the "Title Report") pertaining to the Property. Buyer shall have fifteen (15) days after receipt of the Title Report to examine the same and make any appropriate title objections in writing to Seller (the "Title Objection"). Seller shall have sixty (60) days from receipt of the Title Objection to cure the alleged title defects referenced therein, during which time Buyer shall have no right to unilaterally terminate this Contract. If Seller elects not to attempt to cure the alleged title defects described in the Title Objection, it must return the Deposit within fifteen (15) days of receipt of the Title Objection; and this Contract shall thereupon terminate. If Seller elects to attempt to cure the alleged title defects described in the Title Objection, but is unable to do so within the sixty (60) day period set forth herein, it shall provide written notice to Buyer (the "Title Response") on or before expiration of the sixty (60) day period that it is unable to do so, and Buyer shall have five (5) business days from the date of its receipt of the Title Response in which to either (a) terminate this Contract by written notice to Seller, or (b) proceed with the transaction contemplated hereunder, accepting the title to the Property in its current state with no reduction in the Purchase Price. If Buyer elects to terminate this Contract after the sixty (60) day period, Seller shall return the Deposit to Buyer and this Contract shall thereupon terminate. All title exceptions to which Buyer agrees the Property shall be bound at Closing shall hereinafter be referred to as the "Permitted Exceptions".

**4. Closing:**

For the purposes of this Contract, "Closing" means the consummation of the transactions contemplated by this Contract on \_\_\_\_\_, 20\_\_\_\_ (the "Closing Date"), when Seller delivers the Deed and possession rights to the Property, and Buyer delivers the payment in the amount of the Purchase Price. If the Closing does not occur by the Closing Date, then this Contract shall terminate effective that date, unless the Closing Date is extended in writing by mutual agreement of Buyer and Seller at their sole discretion at least five (5) days prior to the Closing Date. **THE PARTIES AGREE THAT TIME IS OF THE ESSENCE WITH RESPECT TO THIS CONTRACT.** Closing shall be through an independent escrow established with the \_\_\_\_\_ Title Insurance Company office located in \_\_\_\_\_, Oregon ("Title Company").

**5. Deposit:**

The non-interest bearing Deposit was delivered to Seller, or into escrow for the benefit of Seller, to evidence Buyer's good faith intention to close the transaction contemplated hereby. It will be returned to Buyer in the event Seller does not execute this Contract. In the event that Closing occurs, the Deposit shall be returned to Buyer at Closing without interest or credited to the Purchase Price, also without interest. If Buyer fails, without legal excuse, to complete the purchase of the Property or to perform any covenant or agreement of Buyer contained herein, Seller's sole and exclusive remedy shall be to retain the Deposit as liquidated damages. Buyer expressly agrees that the retention of the Deposit by Seller represents a reasonable estimation of the damages in the event of Buyer's default, that actual damages may be difficult to ascertain and that this provision does not constitute a penalty. In this respect, Buyer and Seller acknowledge that the Deposit has been specifically negotiated between Buyer and Seller. If, notwithstanding the provisions of this Section, a court determines that Seller is not entitled to retain the entire Deposit as a result of Buyer's default, Seller shall be entitled to pursue any and all other rights and remedies available to Seller at law or in equity. If the Closing does not occur solely due to Seller's failure to perform under this Contract, Buyer's remedies shall be limited to return of the Deposit and termination of this Contract. By separately initialing below, Buyer and Seller acknowledge their agreement regarding this Section and the remedies described herein.

SELLER \_\_\_\_\_

BUYER \_\_\_\_\_

**6. Possession:**

Buyer shall have possession of the Property upon the Closing, subject to the Permitted Exceptions and subject to any rights of Buyer as may be provided herein or in the Deed.

**7. Acreage:**

Seller is selling the Property by the tract or parcel only, it being understood and agreed that the estimated acreage of the property is not guaranteed or warranted in any way by Seller. The Purchase Price is not "per acre" and will not be adjusted downward or upward before or after the Closing.

**8. Assignment:**

This Contract shall not be assigned or encumbered, or otherwise transferred in any way, by Buyer without the prior written consent of Seller, which consent may be withheld, conditioned or delayed by Seller in its sole and absolute discretion, and shall not be recorded in any county records or other office where public records are maintained.

**9. Bankruptcy:**

Seller shall not be obligated or under any duty to close this transaction in the event of the filing of any bankruptcy or insolvency petition or action by or against Buyer on or before the Closing Date.

**10. Condition Of Property:**

Buyer agrees that it has inspected or will have ample time to inspect and is thoroughly familiar with the Property and is acquiring the Property in its "as is" condition. Buyer understands and agrees that except as set forth in Section 11 hereof, Seller has not made and makes no representations or warranties of any kind with respect to the condition of the Property, including, without limitation, the environmental condition of the Property, or its fitness, suitability or acceptability for any particular use or purpose; and that Seller shall not be liable for any latent or patent defects therein. Seller shall have no obligation to repair or make any improvements to the condition of the Property prior to Closing.

**11. Representations And Warranties Of Seller:**

Seller makes the following representations and warranties, all to the actual knowledge of Seller (without duty of inquiry or investigation) as of the Effective Date and as of Closing.

**A. Endangered or Threatened Species**

**(i) ACTIVITY CENTERS.** The Property contains no critical wildlife habitats of threatened and endangered species as defined under any applicable federal or state law, rule or regulation (collectively, the "ESA Laws"), other than as described on **Exhibit 11-A** attached hereto.

**(ii) EFFECT OF PRESENCE OF THE ENDANGERED OR THREATENED SPECIES.** Seller makes no representation or warranty regarding the effect of the presence of any endangered and threatened species on the use of the Property for forest practices or other uses. Buyer shall be solely responsible for determining whether or how to comply with all ESA Laws affecting any proposed uses of the Property after Closing.

(iii) **LEGAL ACTIONS.** Seller has received no written notice of any threatened or contemplated actions against Seller or the Property based upon the presence of any endangered or threatened species on the Property, other than as disclosed on **Exhibit 11-A** attached hereto.

**B. Forest Practices**

(i) **SELLER'S USE OF THE PROPERTY.** Seller's forest practices have been of such character that they required no notification or application to appropriate Oregon state or local agencies, except as disclosed in **Exhibit 11-B(i)** attached hereto. Seller has received no written notice of any threatened or contemplated actions against Seller or the Property based upon Seller's violation of any local, state or federal laws governing forest practices, other than as described in **Exhibit 11-B(i)** attached hereto.

(ii) **PROPERTY TAXES.** The Property is classified or designated as "forest land" for the purposes of Oregon state property taxes. Should Buyer at any time after the Closing Date take any steps to convert the use of the Property into other than forestry use, Buyer will be solely responsible for, and shall save, indemnify, defend and hold Seller harmless from and against, any and all interest, penalties, claims, costs, fees, damages, assessments (including ad valorem real property tax assessments or reassessments), and liabilities of any kind whatsoever resulting from Buyer's actions.

(iii) **FUTURE USE OF THE PROPERTY.** All forest practices (including timber harvesting) conducted on the Property have been performed with the assumption that the Property will continue to be used for forestry purposes in the future. Seller makes no representation or warranty that the Property can be freely used for any classes of forest practices or activities. Buyer shall be solely responsible for determining whether or how its future forest practices must comply with regulations of forest practices and whether any continuous obligations may be imposed on Buyer by a state or local agency with respect to the proposed or (iv) planned practices.

**ABANDONED ROADS.** There are no abandoned roads on the Property which pose a risk of mass soil movement, except as described in **Exhibit 11-B(iv)** attached hereto.

**C. HAZARDOUS SUBSTANCES/UNDERGROUND STORAGE TANKS.** Seller has not received notification of any kind from any governmental agency suggesting that the Property is or may be targeted for clean-up of any substance or material defined or designated as a "Hazardous Substance" under any federal or state law, rule or regulation relating to pollution or the protection of human health or the environment (collectively, "Environmental Law"), and Seller has no knowledge of any such pending or threatened clean-up activity or of any underground storage tanks on the Property. No material quantity of Hazardous Substances has been released, discharged or emitted on, in, or under the Property in violation of any applicable Environmental Law. Buyer shall be solely responsible for determining whether or how its future activities upon the Property must comply with Environmental Law and whether any future or ongoing Environmental Law obligations may be imposed on Buyer or the Property by a federal, state or local agency. Buyer shall be solely responsible for, and shall save, indemnify, defend and hold Seller harmless from and against, any and all fines, interest, penalties, claims, costs, fees, damages, assessments and liabilities of any kind whatsoever resulting from the violation of Buyer or any third party upon the Property with respect to any Environmental Law.

**D. NO ADVERSE RESULTS FROM SALE.** The execution and delivery of this Contract and the consummation of the transaction contemplated hereby will neither constitute an event of material default under any agreement to which Seller is a party, nor an event that would result in the creation or imposition of any valid lien, charge or encumbrance on the Property. There are no contracts or other obligations outstanding for the sale, exchange or transfer of the Property.

**E. LITIGATION AND PROCEEDINGS.** There are no existing, pending or, threatened claims, suits, proceedings or investigations or actions against Seller which, if successful, would result in any legal or equitable lien upon the Property or impose any condition or restriction upon its transfer, or would adversely affect the Property.

**F. TIMBER HARVEST ACTIVITY.** Seller has not removed any logs from the Property or conducted any timber harvest activity on the Property since \_\_\_\_\_. Seller will not remove any logs from or conduct any timber harvest activity on the Property prior to Closing.

**G. UNRECORDED DOCUMENTS.** There are no unrecorded documents affecting the Property except those listed on Exhibit 11-G attached hereto, complete and legible copies of which shall be delivered to Buyer as soon as feasible and in all events at least fifteen (15) days prior to Closing.

**H. CONDEMNATION.** There is no condemnation or similar proceeding affecting the Property or any part thereof pending or threatened.

**I. TITLE.** Seller holds good marketable fee simple title to the Property and good and marketable title to the timber thereon, in each case free and clear of all liens and encumbrances suffered or incurred by Seller other than those set forth in the Title Report and Exhibits to this Contract.

**J. EASEMENTS.** The Property and the timber thereon are not subject to any easements, licenses, or other rights suffered or incurred by Seller and not disclosed by the public record, except as may be set forth in the unrecorded documents noted in Exhibit 11-G attached hereto.

- K. AUTHORIZATION.** Seller has the requisite authority to execute, deliver and perform all of Seller's obligations under this Contract. This Contract is a valid obligation binding upon Seller in accordance with its terms.
- L. NO UNTRUE STATEMENT.** None of the foregoing representations and warranties contains any untrue statement of material fact or fails to state any material fact necessary to make such representations and warranties not misleading.
- M. ACTUAL KNOWLEDGE DEFINED.** As used in this Section 11, Seller's "actual knowledge" means facts or information actually (but not constructively) known to Seller or vested in Seller by reason of its normal operations on the Property, and with no duty on the part of Seller, Seller's constituent owners or agents (including without limitation The Campbell Group, LLC, Seller's managing agent for the Property) to have made or to make any special inquiries or investigations prior to making the representations and warranties set forth in this Section 11.

## 12. Representations And Warranties Of Buyer:

Buyer hereby makes the following representations and warranties, each of which is material and is being relied upon by Seller and is true as of the Effective Date hereof and will be true as of Closing:

- A. Organization; Authorization.** Buyer is an individual or a [corporation/limited liability company/partnership] duly formed, validly existing and in good standing under the laws of the State of \_\_\_\_\_ and authorized to do business in the State of Oregon. The execution, delivery and performance of this Agreement and any affidavits, documents and instruments related to the purchase of the Property have been or will be duly authorized by all [corporate/limited liability company/partnership] action on the part of Buyer and shall constitute valid and binding obligations of Buyer enforceable against Buyer in accordance with their respective terms except as enforceability may be limited by bankruptcy, insolvency and other similar laws affecting claims and rights generally or by general equitable principles. Neither the execution nor delivery of this Agreement nor the purchase of the Property nor compliance with or performance of the terms and conditions hereof, will conflict with or result in a breach of the terms, conditions or provisions of, or constitute a default under the [bylaws/operating agreement/partnership agreement] of Buyer or of any agreement, instrument, or restriction to which Buyer is a party or by which Buyer is bound other than such breaches or defaults as would not materially affect Buyer's ability to consummate the purchase of the Property.
- B. NO ADVERSE RESULTS FROM SALE.** The execution and delivery of this Contract and the consummation of the transaction contemplated hereby will neither constitute an event of default under any agreement to which Buyer is a party, or by which Buyer is bound, nor an event which would result in the creation or imposition of any valid lien, charge or encumbrances on the Property.
- C. NO RESTRICTION.** There is neither pending nor, to the best of Buyer's knowledge, threatened, any legal action, arbitration, or administrative hearing before any governmental authority to which Buyer is a party and which could enjoin or restrict Buyer's right or ability to perform its obligations under this Contract.
- D. INSOLVENCY.** There are no attachments, executions, assignments for the benefit of creditors, or proceedings in bankruptcy or under any other debtor relief laws contemplated by or pending or, to the best of Buyer's knowledge, threatened by or against Buyer.
- E. BUYER'S ACKNOWLEDGEMENT.** Except for the warranties and representations specifically set forth in Section 11 hereof, Buyer acknowledges that Seller has made no warranties or representations, and Buyer accepts the Property in its current condition "As Is – Where Is."
- F. NO UNTRUE STATEMENT.** None of the foregoing representations and warranties contains any untrue statements of material fact or fails to state any material fact necessary to make such representations and warranties not misleading.

## 13. Reforestation And/Or Slash Removal Obligations:

If Seller is aware of any reforestation and/or slash removal obligations imposed by applicable law or governmental regulation concerning the Property that must be performed in whole or in part after the Closing Date, such are listed on **Exhibit 13** attached hereto. Buyer hereby assumes and agrees to perform any such obligations at Buyer's cost and expense in a timely fashion and to hold Seller harmless from any and all loss, cost or expense incurred by Seller resulting from Buyer's failure to do so.

## 14. No Other Representations And Warranties:

Each party hereby acknowledges that no representations or warranties have been made with respect to the Property or the transaction contemplated by this Contract other than those expressly set forth in Sections 11, 12, 13, and 20 hereof. SELLER EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, AS WELL AS ANY WARRANTY WHATSOEVER WITH RESPECT

TO THE AGE, SPECIES, CONDITION, QUANTITIES, GRADES, OR QUALITY OF ANY TIMBER ON THE PROPERTY OR THE AVAILABILITY OR ADEQUACY OF ACCESS TO THE PROPERTY.

**15. Buyer's Access To The Property Prior To Closing:**

Prior to Closing, Seller shall provide Buyer and its agents with reasonable access to the Property at reasonable times and upon reasonable notice. In connection with any investigations of Buyer and any other entry by Buyer, its agents, consultants, engineers, contractors and other invitees of Buyer (collectively, "Invitees") onto the Property for the purpose of Buyer's review and inspection of the Property, Buyer shall give Seller reasonable advance notice of such entry and shall conduct such entry and any investigations in connection therewith so as to minimize, to the extent reasonably practicable, disruption at the Property and otherwise in a manner reasonably acceptable to Seller. Without limiting the foregoing, prior to any entry to perform any on-site testing Buyer shall give Seller advance oral or facsimile notice thereof, including the identity of the company or persons who will perform such testing and the proposed scope of the testing. Buyer may proceed with that testing unless Seller gives Buyer facsimile notice of Seller's objection within two (2) days after Buyer's notice. Seller or its representative may be present to observe any testing or other investigations performed on the Property. Buyer shall keep the Property free and clear of any liens asserted against Seller or the Property as a result of any such entry and investigation activities by Buyer or any Invitee. If any of the investigations or related tests or inspections disturb the Property, Buyer will restore the Property to substantially the same condition as existed prior to any such inspection or test. Buyer shall maintain, and shall ensure that its Invitees maintain, commercial general liability insurance insuring Buyer and all Invitees against any liability for injury to person or property arising out of or in connection with any entry upon or inspection of the Property and all areas appurtenant thereto. Such insurance shall be in the amount of ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) single limit for injury to or death of one or more persons per occurrence and for damage to tangible property (including loss of use) per occurrence. Buyer shall provide Seller with evidence of such insurance coverage prior to any entry or inspection of the Property by Buyer. Additionally, Buyer shall promptly deliver to Seller copies of any reports relating to any testing or other inspection of the Property performed by Buyer or any Invitee. If Buyer fails to purchase the Property for any reason other than a default of this Agreement by Seller, except to the extent otherwise required by law, all tests, test results and reports shall be kept confidential by Buyer and its Invitees, and all copies thereof shall be given to Seller. If Buyer finds (or has found) any nests or activity centers of any fowl, fish, plant or animal that is an endangered or threatened species, Buyer agrees to hold this information in confidence and to provide it immediately to the Seller. If Buyer finds (or has found) any evidence of the release, disposal or misuse of any Hazardous Substances on the Property, Buyer agrees to hold that information in confidence and to provide it immediately to Seller. Buyer shall save, indemnify, defend and hold Seller harmless from any and all damage, expenses, liens or claims (including attorneys' fees and costs) arising from Buyer's exercise of its access rights hereunder or previously granted by Seller to Buyer. The provisions of this indemnity shall survive the closing or the termination of this Contract.

**16. Buyer's Due Diligence Results:**

In the event of termination of this Agreement for whatever reason, Buyer agrees to return at no cost to Seller all originals and copies of documents, work papers and other material obtained hereunder, whether obtained before or after the execution hereof (subject to retention of true copies for litigation purposes as applicable), and Buyer agrees that it will not disclose or divulge any such information to any other person without Seller's written consent, which consent may be withheld conditioned or delayed in Seller's sole and absolute discretion, and will use its best efforts to keep any information so obtained confidential; provided, however (i) that Buyer may disclose this information to its employees, attorneys, accountants and others who need to know such information in connection with this transaction and who have been informed of Buyer's obligation to maintain the information as confidential and agree to maintain such confidentiality; and (ii) that Buyer shall not be obligated to treat as confidential any information which was known to it at the time of disclosure, or which becomes publicly known due to a disclosure by a third party or Seller, or is rightfully received by Buyer from a third party.

**17. Risk Of Loss Or Damage:**

Seller shall bear the risk of loss or damage to the Property and improvements thereon from any cause whatsoever, or condemnation of any portion of the Property, prior to the Closing Date. In the event of such loss, damage, or condemnation prior to Closing, Buyer, at its election may terminate this Contract. If Buyer does not elect to terminate this Contract for said reasons, the transaction shall be closed as otherwise agreed to, without reduction in the Purchase Price, unless the parties shall agree thereto. However, in such circumstances, should both parties not be able to agree to close without reduction in the Purchase Price, or agree on any adjustment in the Purchase Price, then this transaction shall terminate without any further liability of either party to the other, except that Seller shall refund to Buyer, without any interest, any portion of the Purchase Price previously paid, including the Deposit.

**18. Indemnity:**

Each party (for purposes of this Section 18, the "Indemnitor") agrees to save, indemnify, defend and hold harmless the other party (for purposes of this Section 18, the "Indemnitee") from and against any and all claims, losses, liabilities, and expenses (including reasonable attorneys' fees at trial, including any trial or proceedings in bankruptcy and on any appeal or review) incurred by the Indemnitee and arising out of any breach of any representation or warranty of the Indemnitor contained in this Contract (other than Section 11 I), provided that notice of such breach is given in writing not later than one (1) year following the Closing Date. Notwithstanding the foregoing, in no event shall Seller's liability hereunder exceed in the maximum aggregate amount the sum of the Purchase Price. Buyer shall indemnify, defend and hold Seller harmless from any claim by a third party or any fines, penalties or clean

up obligations under any applicable laws arising in any manner out of the operations or activities of Buyer or any other party on the Property following the Closing.

**19. IRC Section 1445:**

Seller is not a foreign person as that term is defined in IRC Section 1445, and at Closing Seller will deliver a certification of non-foreign status in the form required by IRS regulations.

**20. Brokerage Representation:**

The parties represent to each other that they have not employed any broker, agent or finder or incurred any liability for any brokerage fees, agent's commissions or finder's fees in connection with the transactions contemplated herein. Each party hereby agrees to indemnify, save, protect and hold harmless the other party from and against any claim made by any third party broker for commissions or finder's fees as a result of the actions of the indemnifying party.

**21. Purchase Price Allocation:**

If applicable, the parties shall allocate the Purchase Price between land and timber in accordance with Section 1060 of the Internal Revenue Code (the "Code") and shall cooperate with each other and provide such information as may be requested in connection with the preparation of the allocation. The parties shall report the federal, state and local tax consequences of the purchase and sale contemplated hereby, including the filing of Form 8594, in a manner consistent with such allocation.

**22. Attorneys' Fees And Costs:**

In the event suit or action is instituted to enforce or interpret any of the terms of this Contract, or of any document required hereby, or to enforce any right arising out of or in any way connected with this Contract, or any document required hereby, or if Buyer is the subject of any bankruptcy proceedings, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorneys' fees both at trial and on appeal of such suit or action, in addition to all other sums provided by law, including reasonable title insurance company charges or fees and reasonable and necessary expert witness fees.

**23. Reservation Of Access Easements:**

At the time of the Closing, should Seller be then the owner or contract purchaser of any property contiguous to the Property or of property non contiguous to the Property but for which an access road or roads (existing or potential) over the Property affords the most commercially feasible access route for the maintenance or harvest of timber on such property now owned by Seller or which Seller may hereafter acquire, Seller shall be entitled to reserve a road easement or easements not more than sixty (60) feet in width over the Property, such easement to be in the standard form used by Seller in the Pacific Northwest for such easements and in all events providing that Seller shall cut all merchantable timber that requires harvesting in order to construct, repair or improve any road to make use of such easement, and deck by the roadside for Buyer's disposition.

**24. Publicity.**

For the period prior to Closing and for one year after the Closing, neither Buyer nor Seller shall release any information to the general public or to the media concerning Buyer's purchase of the Property, unless both parties have approved, in writing, the content thereof.

**25. Miscellaneous.**

This Contract may be changed, waived, discharged or terminated only by an instrument in writing, signed by the party against which enforcement of such change, waiver, discharge or termination is sought. In no event shall any of Seller's constituent owners or any officer, director, employee, agent, or representative of Seller or any of Seller's constituent owners have any personal liability in connection with this Contract or transaction. The headings in this Contract are for purposes of reference only and shall not limit or define the meanings thereof. The terms Buyer and Seller, together with any pronoun used in connection therewith, wherever used in this Contract shall include the singular and plural and the masculine and feminine, so far as the context may permit or require. This Contract shall inure to and be binding upon heirs, successors and permitted assigns of the parties hereto, subject to the terms hereof. Any amendment to this Contract shall not be binding upon any party to this Contract unless such amendment is in writing and executed by all parties hereto, or their legal representatives, heirs, successors, or permitted assigns. No failure of either party to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance with the terms hereof. This Contract may be executed in several counterparts, whether by facsimile transmittal or otherwise, each of which shall be deemed an original and all of which taken together shall constitute the same executed original hereof.

**26. Entire Contract:**

This Contract constitutes the full and complete agreement and understanding between the parties hereto with regard to the Property. This Contract supersedes any and all similar agreements, whether oral or in writing, heretofore executed.

**27. Validity:**

If, for any reason, any clause or provision of this Contract, or the application of any such clause or provision in a particular situation, circumstance or person, should be held unenforceable, invalid or in violation of law by any court or other tribunal, then the application of such clause or provision in contexts or to situations, circumstances or persons other than that in or to which it is held unenforceable, invalid or in violation of the law shall not be affected thereby, and the remaining clauses and provisions hereof shall nevertheless remain in full force and effect.

**28. Effective Date:**

This Contract shall become effective and in full force only when duly and properly executed, authorized and delivered by the parties thereto.

**29. Surviving Provisions:**

All warranties, representations, or covenants of this Contract shall survive termination for any reason and the Closing Date for a period of one (1) year. The foregoing sentence shall not limit the survival of the covenants of the Deed to be delivered by Seller to Buyer at the Closing nor shall it limit the survival of the indemnification pursuant to Sections 11, 13, 15, and 18 hereof.

**30. Notices:**

All notices, requests, demands, and other communications required or permitted to be given under this Contract shall be in writing and shall be either served (i) personally on the party to whom notice is to be given (in which case such notice shall be deemed to have been duly given on the date of such service), (ii) sent by Federal Express (or other overnight courier service) (in which event notice shall be deemed to have been given on the day of receipt), or (iii) mailed to the party to whom notice is to be given, by first class United States mail, registered or certified, return receipt requested, postage prepaid, and properly addressed as follows (in which case such notice shall be deemed to have been duly given on the third (3<sup>rd</sup>) day following the date of such mailing):

To Buyer:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

With copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To Seller:

Bascom Pacific, LLC  
Managing Member for Forest Operations  
c/o The Campbell Group, LLC  
One SW Columbia, Suite 1700  
Portland, OR 97258-2039

With copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**31. Governing Law:**

This Contract shall be interpreted under the laws of the State of Oregon.

**32. Land Use Disclaimer:**

THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 197.352. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES, THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 197.352.

**33. OFAC Provision:**

Buyer and each person or entity owning a direct interest in Buyer is: (a) not currently identified on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control, Department of the Treasury ("OFAC") and/or on any other similar list maintained by OFAC pursuant to any authorizing statute, executive order or regulation (collectively, the "List"), and (b) not a person or entity with whom a citizen of the United States is prohibited to engage in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or Executive Order of the President of the United States. None of the funds or other assets of Buyer constitute property of, or are beneficially directly owned by, any Embargoed Person (as defined below). No Embargoed Person has any interest of any direct interest in Buyer. Buyer has implemented procedures, and will consistently apply those procedures, to ensure the foregoing representations and warranties in this Section 32 remain true and correct at all times. The term "Embargoed Person" means any person, entity or government subject to trade restrictions under U.S. law, including but not limited to, the International Emergency Economic Powers Act, 50 U.S.C. §1701 et seq., The Trading with the Enemy Act, 50 U.S.C. App. 1 et seq., and any Executive Orders or regulations promulgated thereunder with the result that a transaction with or an investment in Buyer is prohibited by law or Buyer is in violation of law. Buyer also shall require, and shall take reasonable measures to ensure compliance with the requirement, that no person who owns any other direct interest in Buyer is or shall be listed on any of the Lists or is or shall be an Embargoed Person. This Section shall not apply to any person to the extent that such person's interest in Buyer is through a U.S. Publicly-Traded Entity. As used in this Agreement, "U.S. Publicly-Traded Entity" means a person (other than an individual) whose securities are listed on a national securities exchange, or quoted on an automated quotation system, in the United States, or a wholly-owned subsidiary of such a person.

THIS CONTRACT is hereby duly executed in triplicate by Buyer and Seller on the Effective Date.

Buyer:  
\_\_\_\_\_  
\_\_\_\_\_

Seller:  
BASCOM PACIFIC, LLC, a Delaware limited liability  
company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Managing Member

Exhibits:

- A – Property Description
- 11-A – Endangered or Threatened Species
- 11-B(i) – Forest Practices
- 11-B(iv) – Abandoned Roads
- 11-G – Unrecorded Documents
- 13 – Reforestation Obligations

**EXHIBIT A-1**  
**PROPERTY DESCRIPTION**

**EXHIBIT 11-A**  
**PRESENCE OF**  
**WILDLIFE HABITATS OF THREATENED OR ENDANGERED SPECIES**  
**ACTION AGAINST SELLER RELATED TO SUCH PRESENCE**

**EXHIBIT 11-B(i)**

**FOREST PRACTICES AND CONTINUOUS OBLIGATIONS  
ACTIONS AGAINST SELLER RELATED TO FOREST PRACTICES**

**EXHIBIT 11-B(iv)**  
**ABANDONED ROADS**

**EXHIBIT 11-G**  
**UNRECORDED DOCUMENTS**

**EXHIBIT 13**

**REFORESTATION OBLIGATIONS  
ACTIONS AGAINST SELLER RELATED TO REFORESTATION OBLIGATIONS**