LICENSE AGREEMENT

This License Agreement (the "**Agreement**") is made and entered into effective as of this 1st day of May, 2016 (the "**Effective Date**"), by and between Pacific West Timber Company (Washington) LLC, a Delaware limited liability company by Campbell Global, LLC, a Delaware limited liability company its authorized agent, as ("**Licensor**"), and Pacific County, a municipality of the State of Washington. ("**Licensee**").

DEFINITIONS

A. "**Roads**" shall mean Alanen Road, the Deep River Mainline, and Busse Canyon Roads described and shown on Exhibit A attached hereto and incorporated herein by reference.

B. "**Residents**" shall mean those individuals indemnified by Licensee who need temporary access to the Roads as a secondary access to Residents' Property.

C. "**Allowed Use**" shall mean the vehicular ingress and egress access to and from the Residents' Property granted by Licensor to Licensee and Residents.

D. "**Residents' Property**" shall mean that real property occupied by Residents.

E. "**Residents' Invitees**" shall mean Residents' guests, emergency personnel, USPS and delivery companies who require access to Residents' Property.

RECITALS

A. Licensor owns or manages that certain real property more fully described and/or depicted on Exhibit A attached hereto (the "**Property**") in which the Roads cross.

B. Licensee desires to gain access to a portion of the Property for the following purpose only: Temporary access for Licensee and Residents for the Allowed Use.

C. Licensor has agreed to allow Licensee and Residents to travel the Roads for the Allowed Use ONLY for the period commencing on May 1st, 2016, and expiring on December 31, 2017 (the "**Term**"), subject to the terms and conditions set forth herein.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are both hereby acknowledged and agreed to by Licensor and Licensee (individually, a "**Party**," and collectively, the "**Parties**"), the Parties agree as follows:

1. Grant of License. Subject to the terms hereof, Licensor hereby grants only to Licensee, Residents and Residents' Invitees, a temporary, revocable, non-exclusive license (the "**License**") to reasonably enter upon the Property for the purpose of traversing the Roads due to the currently impassable public roads. The License shall only exist and be valid during the Term and shall terminate immediately upon expiration of the Term, unless otherwise extended in writing by Licensor, in its sole and absolute discretion.

2. Terms and Conditions. The Parties hereby agree that the grant of the License shall be subject to the following terms and conditions:

A. The License is granted to Licensee and Residents only for the purpose of providing vehicular ingress and egress to and from the Residents' Property. Licensee and Residents shall at all times comply with all applicable

federal, state and local laws, rules and regulations including (without limitation) those pertaining to labor, wages, hours, and working conditions, and all Environmental Laws (collectively, "**Applicable Laws**"), with respect to the use of Property in connection with the License. Licensee and Residents are prohibited from managing, using, transporting, generating and disposing of any Hazardous Substance in violation of Environmental Laws or substances deemed illegal under Applicable Laws on the Property or any other lands owned by Licensor. For purposes of this Agreement, the term "**Environmental Laws**" means any federal, state, or local law, statute, ordinance, regulation or order and all amendments thereto pertaining to human health, environmental conditions or Hazardous Substances applicable to the **Property, including (without limitation) the** Endangered Species Act, 16 U.S.C. § 1531-1544 (1998) and any Amendments thereto (the "**ESA**"). For purposes of this Agreement, the term "**Hazardous Substance**" shall mean any hazardous or toxic substances, materials or wastes, or pollutants or contaminants as defined, listed or regulated by any Environmental Laws or by common law decision including, without limitation, chlorinated solvents; petroleum products or by-products; asbestos; and polychlorinated biphenyl. In addition to all other indemnities set forth herein, Licensee shall save, protect, defend, indemnify, and hold harmless the Property, Licensor and the respective employees, agents, contractors and subcontractors of the Licensor from and against any and all loss, damage, cost, expense, or liability (including **reasonable** attorney fees) and the **reasonable** costs of repairs and improvements necessary to return the Property or any other lands owned by Licensor to the physical condition existing prior to undertaking any activity related to any Hazardous Substance **to the extent** arising out of or attributable to Licensee or Residents' use, manufacture, storage, release, or disposal of a Hazardous Substance or other illegal substance thereupon **in violation of Applicable Laws, including (without limitation) Environmental Laws**. This indemnity shall survive the expiration or earlier termination of this Agreement. Licensee and Residents also shall comply with all rules and regulations of Licensor pertaining to the Property, whether conveyed to Licensee verbally or in writing. Any damage to the Property caused by the Allowed Use or any related uses by Licensee or Residents shall be fully repaired by Licensee on or before expiration or earlier termination of the Term, all to the end that the Allowed Use upon the Property shall be performed at no cost or expense to Licensor and with no unreasonable damage or destruction to the Property.

B. Licensor reserves for itself and for any of its employees, licensees, invitees, contractors or agents (each, a "**Licensor Party**," and collectively, the "**Licensor Parties**") the right at all times for any purpose, to simultaneously use, cross and recross the Property in any manner and at all locations. Licensee further agrees that neither it nor Residents shall interfere, in any way, with the reasonable access to the Property and will ensure at all times during the Term that all routes of ingress and egress through the Property are unencumbered and accessible to the Licensor Parties at all times. Access through the Property can be denied or revoked by Licensor if, as determined by Licensor in its sole and absolute discretion, the operations of the Licensee or Residents create a safety problem or if the operations of the Licensee or Residents interfere with Licensor Party operations on the Property. Licensee acknowledges and agrees that Licensor is primarily in the timber and forest products industry and that Licensor will utilize the Property and in connection with logging, harvesting and other timber related activities pertaining to the cultivation, growing and harvesting of timber and, as such, Licensee acknowledges, understands and agrees that Licensee and Residents' utilization of the Property shall not, at any time, interfere with Licensor's utilization of the Property for such purposes or any other purposes whatsoever desired by Licensor in its sole and absolute discretion. Furthermore, it is understood that Licensor may, without incurring any liability to Licensee for the restoration of the surface or otherwise, use all roads located upon the Property for purposes of transporting logs and logging equipment and minerals and mining equipment and other types of equipment by any type of vehicles. Any rights granted under the License shall not cause any restriction or limitations to any operations conducted by Licensor or any Licensor Parties. All rights under the License are subordinate to all other activity Licensor may conduct or allow to be conducted on the Property, including but not limited to forestry operations, aerial spraying, road building, logging and burning.

C. Neither Licensee nor Residents shall build a fire on the Property at any time or for any reason. Smoking is strictly prohibited once fire season is in effect, as determined by applicable governmental authorities regulating forestry and forest products operations. No garbage or waste materials may be brought onto or left on the

Property by Licensee or Residents, except for ordinary household waste which will be routinely disposed of by Residents at a licensed waste handling facility. No power-driven tools such as chainsaws or winches shall be used on Property by Licensee or Residents. Access through the Property may be revoked during any period of extreme fire danger, as determined by Licensor in its sole and absolute discretion. Licensee further agrees to operate upon the Property in a reasonable and prudent manner so as not to cause or allow the existence of conditions which might pose an unreasonable risk of damage or injury to the Licensor, any Licensor Parties or the Property. Additionally, Licensee and Residents shall at all times: (i) take all reasonable precaution to prevent unauthorized persons from using the Property; and (ii) immediately report to Licensor any dangerous or defective condition with respect to any portion of the Property or roads located thereupon.

3. Indemnification. LICENSEE AGREES TO SAVE, PROTECT, INDEMNIFY, FOREVER RELEASE, DEFEND AND HOLD HARMLESS LICENSOR, LICENSOR PARTIES AND THE PROPERTY FROM AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, LOSSES, DAMAGES, SUITS AND LIABILITIES OF EVERY KIND, ARISING OUT OF, HAVING TO DO WITH, OR RELATED, DIRECTLY OR INDIRECTLY, TO ANY USE OF THE PROPERTY BY LICENSEE OR LICENSEE PARTIES (DEFINED BELOW), INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS AND REASONABLE ATTORNEYS' FEES, AND TO PAY OFF AND DISCHARGE ALL EXPENSES, FINES, LIENS, CLAIMS, DEMANDS, PENALTIES, NATURAL RESOURCE DAMAGE ASSESSMENTS, DAMAGES, AND LIABILITIES OF WHATEVER CHARACTER OR DESCRIPTION AFFECTING ALL PARTIES AND THE PROPERTY ARISING OUT OF SUCH USE BY LICENSEE OR LICENSEE PARTIES. THIS INDEMNITY SHALL APPLY REGARDLESS OF WHETHER OR NOT ANY SUCH DAMAGE, INJURY, SICKNESS OR DEATH IS CONTRIBUTED TO BY THE NEGLIGENCE OR FAULT OF INDEMNITEE, PROVIDED HOWEVER, THAT EXCEPT FOR PREMISES LIABILITY, THIS INDEMNITY SHALL NOT APPLY TO SUCH DAMAGE, INJURY, SICKNESS OR DEATH, THE PROPORTION OF WHICH WAS CAUSED BY THE NEGLIGENCE OR FAULT OF INDEMNITEE AS FINALLY DETERMINED BY A TRIER OF FACT, AND (B) REGARDLESS OF WHETHER OR NOT ANY SUCH DAMAGES, INJURY, SICKNESS OR DEATH IS CAUSED IN WHOLE OR IN PART BY ANY DEFECT IN OR CONDITION OF ANY PORTION OF THE PROPERTY, WHETHER OR NOT SUCH DEFAULT OR CONDITION WAS KNOWN BY LICENSOR. UNDER THE PROVISIONS OF THIS INDEMNITY, LICENSEE IS AGREEING TO INDEMNIFY LICENSOR FROM LICENSOR'S OWN NEGLIGENCE OR FAULT. IF REQUESTED TO DO SO BY LICENSOR, LICENSEE WILL ASSUME (WITHOUT EXPENSE TO LICENSOR BUT USING COUNSEL SELECTED BY LICENSOR IN ITS SOLE AND ABSOLUTE DISCRETION) THE DEFENSE OF ANY CLAIMS, CAUSES OF ACTION, ACTIONS OR SUITS FOR DAMAGES AND WILL REIMBURSE LICENSOR FOR ALL EXPENSES (INCLUDING, WITHOUT LIMITATION, ALL EXPENSES OF LITIGATION, ALL APPEALS, COURT COSTS AND ATTORNEYS' FEES) INCURRED IN INVESTIGATING, HANDLING AND DEFENDING AGAINST ANY SUCH CLAIMS, CAUSES OF ACTION, ACTIONS OR SUITS FOR DAMAGES. LICENSEE SHALL ADDITIONALLY PAY OR SATISFY ANY JUDGMENT, DECREE OR SETTLEMENT ARISING THEREFROM. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY CONTAINED IN THIS AGREEMENT, THIS OBLIGATION OF INDEMNITY SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

LICENSEE FURTHER AGREES TO SAVE, DEFEND, INDEMNIFY, PROTECT AND HOLD HARMLESS LICENSOR, THE PROPERTY AND THE LICENSOR PARTIES FOR, FROM AND AGAINST ANY AND ALL LIABILITIES, PENALTIES, FINES, FORFEITURES, DEMANDS, CLAIMS, CAUSES OF ACTION, SUITS, COSTS, AND EXPENSES INCIDENTAL THERETO, INCLUDING THE COST OF THE DEFENSE, SETTLEMENT AND REASONABLE ATTORNEYS' FEES, WHICH ANY OR ALL OF THEM MAY HEREINAFTER SUFFER, INCUR, BE RESPONSIBLE FOR OR PAY OUT AS A RESULT OF CONTAMINATION OR ADVERSE AFFECTS ON THE ENVIRONMENT, ANY VIOLATION OR ALLEGED VIOLATION OF ENVIRONMENTAL LAWS, DIRECTLY OR INDIRECTLY CAUSED OR ARISING OUT OF THE NEGLIGENT OR WILLFUL USE OF THE LICENSE OR PROPERTY BY LICENSEE OR LICENSEE PARTIES.

LICENSEE'S OBLIGATIONS UNDER THIS SECTION ADDITIONALLY INCLUDE, WITHOUT LIMITATION, CLAIMS OF ALL EMPLOYEES, LICENSEES, RESIDENTS, INVITEES, AGENTS, AND

SUBCONTRACTORS OF LICENSEE (IF ANY) ("**LICENSEE PARTIES**"); CLAIMS FOR INJURIES TO PERSONS OR PROPERTY, INCLUDING PROPERTY OF THE PUBLIC (SUCH AS AIR, WATER, FISH AND WILDLIFE), AND INCLUDING LAND AND TIMBER, AND OTHER PROPERTY, OWNED BY LICENSOR; CLAIMS FOR TRESPASS, NUISANCE, ALL FEDERAL, STATE AND LOCAL TAXES, WORKERS' COMPENSATION INSURANCE; AND CLAIMS BASED UPON OR RESULTING FROM THE OCCURRENCE OF FIRE ON OR SPREADING OF FIRE TO OR FROM ANY PART OF THE PROPERTY, INCLUDING THE COSTS OF SUPPRESSING THE SAME.

NOTWITHSTANDING ANY PROVISION TO THE CONTRARY CONTAINED IN THIS AGREEMENT, THE OBLIGATIONS OF INDEMNITY SET FORTH IN THIS SECTION 3 SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

4. Default; Remedies. Failure by Licensee or Residents to comply with any of its duties or obligations hereunder may result in the immediate termination of this Agreement by Licensor, in Licensor's sole and absolute discretion. In the event of any such termination, Licensee and Licensee Parties shall immediately and completely vacate the Property and remove all of their personal property therefrom. Notwithstanding the foregoing, in the event of any default by Licensee hereunder, Licensor shall be entitled to seek and enforce any remedy available to Licensor under applicable law, including (without limitation) an award for consequential damages.

5. Entire Agreement. This document sets forth the entire and complete agreement between the Parties with respect to the subject matter hereof. Any prior agreements, commitments, or representations, express or implied, between the Parties are superseded by this Agreement. This Agreement may be altered, amended, or repealed only by a written instrument executed by both Parties.

6. Attorneys' Fees. In the event any arbitration, action, suit or legal proceeding is instituted by either Party to this Agreement, the prevailing Party shall be entitled to recover from the non-prevailing Party both reasonable attorney fees and reasonable expert witness fees as determined by the court or arbitration panel, both at trial and on appeal or review and in bankruptcy, whether or not the matter in dispute involves an issue peculiar to federal bankruptcy law. Attorney fees and expert witness fees shall be in addition to other costs and disbursements allowed by law. "**Prevailing Party**" shall be determined by the arbitrator, or any court, as the true prevailing Party (not statutorily prevailing Party) after taking into consideration any settlement offers made by the Parties and the number and importance of issues to be determined. If Licensor becomes involved in litigation (as a plaintiff, defendant, or cross-claimant or cross-defendant) by reason of any debt incurred by Licensee or Residents, any alleged personal or bodily injury or property damage related to the Property or Licensee or Residents' conduct related to this Agreement, and/or any matter for which Licensee has an indemnity obligation hereunder, then Licensee agrees to fully defend Licensor, using lawyers of Licensor's choice, upon Licensor tendering its legal defense to Licensee. Should Licensee refuse the tender of defense, then Licensee shall be liable to Licensor for all its costs and fees incurred in connection with such litigation.

7. Applicable Law; Time of the Essence; No Waiver; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State where the Property is located. Time is of the essence with respect to all of the duties and obligations of Licensee hereunder. Failure by Licensor at any time to require strict performance by Licensee of any provision hereof will in no way affect Licensee's rights hereunder to enforce such provision nor will any waiver by Licensor of any breach of any provision hereof be held to be a waiver of any succeeding breach of any such provision or as a waiver of the provision itself. In addition, the Parties agree that in the event of any dispute concerning this Agreement, venue for any cause of action arising out of, or having to do with, this Agreement shall be, and is, in Multnomah County, Oregon.

8. Counterparts. This Agreement may be executed in two or more counterparts, whether by facsimile transmission, electronic .pdf version or otherwise, and each counterpart shall be deemed to be an original, but all of which together shall constitute one and the same instrument upon delivery of one such counterpart by each Party to this Agreement.

9. Remedies Cumulative; Sale by Licensor. Any and all remedies for default set forth in this Agreement shall be cumulative and shall be in addition to other remedies provided by law or in equity. Any election to pursue a particular remedy by any Party shall not constitute a waiver of the right held by that Party to pursue any other remedy. In the event the Property is sold by Licensor, this Agreement shall immediately terminate and be of no further force and effect.

10. Authority. The individual executing this Agreement on behalf of each Party represents, promises, warrants and pledges unto the other Party that he or she has all requisite power and authority to execute this instrument on behalf of such Party.

11. Insurance. Before commencing any activities under this Agreement or entering on to the Property, Licensee shall, at its own cost and expense, secure a policy or policies of insurance, and during the term of this Agreement maintain such insurance in a form reasonably satisfactory to Licensor and with companies maintaining an A.M. Best's rating of A-VII or better, insuring against liability growing out of the Licensee's operations, or any of the Licensee Parties, including the following:

A. Commercial general liability insurance will include, but not be limited to coverage for: ongoing operations and completed operations; independent contractors; blanket contractual liability (including liability assumed under the indemnification paragraph of this Agreement); with a combined single limit of not less than One Million Dollars ($1,000,000) per occurrence and One Million Dollars ($1,000,000) aggregate for bodily injury and property damage; and automobile liability insurance covering owned, hired and non-owned vehicles. The coverages shall be primary, exclusive of any coverage carried by Licensor, and shall be exhausted first notwithstanding that Licensor may have other valid and collectible insurance covering the same risk. Nothing herein contained shall limit the Licensee's liability to Licensor to the scope or the amount of the insurance coverage.

B. State or private industrial accident insurance covering Licensee and all its employees which shall fully comply with State and Federal employment and workers' compensation laws.

Prior to commencing performance of this Agreement, the Licensee shall deliver to Licensor certificates from Licensee's insurance carrier evidencing the coverages described herein, and shall provide such further evidence to Licensor which shall establish that the industrial insurance required herein has been secured. All certificates of insurance shall provide on their face that the policies represented thereby will not be terminated, reduced or changed without providing prior written notice to Licensor. Licensee shall also require all owners of vehicles and other equipment used in connection with the performance of this Agreement to have in force and effect insurance policies satisfying the above provisions. The policies shall by endorsement name each of the entities comprising the Licensor and Campbell Global, LLC, a Delaware limited liability company, as additional insured parties with respect to the performance of this Agreement.

12. Assignment. This Agreement is personal to Licensee, and may not be sold, conveyed, assigned or otherwise transferred in whole or in part to any third party without the prior written consent of Licensor, which may be withheld, conditioned or delayed in Licensor's sole and absolute discretion. It shall be an event of default hereunder for Licensee, without the prior written consent of Licensor, to sell, convey, assign or otherwise transfer any rights arising out of or related to this Agreement, without the prior written consent of Licensor (a sale of controlling interest in the entity comprising Licensee shall be deemed a sale requiring the prior written consent of Licensor). If Licensor consents to assignment of any of Licensee's duties hereunder, Licensee shall remain jointly and severally liable for performance by assignees with respect to compliance with this Agreement.

13. No Representation by Licensor. Licensee has inspected the Property and area thereof covered by the License and is familiar with conditions and accepts them for use in their present condition. In entering into this Agreement, Licensee is not relying on any other representations as to the present or future condition of the Property, or the condition of any roads located thereupon, and the soils or rock located thereupon. Licensee agrees that in consideration of this Agreement,

and the inspection of the Property made by Licensee prior to the execution hereof, Licensee waives any and all claims to any damage or damages by reason of death or injury to any party, caused by reason of acts of nature. The Parties further agree that Licensee is aware that Licensor engages in felling, cutting, hauling away of trees, and other forest products situated and growing upon the property of Licensor, including (without limitation) the Property, and rock and mineral mining and hauling thereupon. It shall be the duty of Licensee to take care and to be aware of those areas on which forest practices, mining or hauling activities or similar operations are taking place.

14. Notices. All notices required or permitted to be given hereunder, or given in regard to this Agreement by one Party to the other, shall be in writing and the same shall be given and be deemed to have been served, given and received (i) if delivered by hand, or facsimile transmission, when delivered in person or the transmission is received at the address or facsimile number set forth hereinafter for the Party to whom notice is given, or (ii) if mailed, when placed in the United States mail, postage pre-paid, by certified mail, return receipt requested, addressed to the Party at the address hereinafter specified. Any Party may change its address or facsimile number for notices by giving five (5) days advance written notice to the other Party hereto in the manner provided for herein. Until changed in the manner provided herein, the Parties' respective addresses and facsimile numbers for notices hereunder are as follows:

If to Licensor:
Pacific West Timber Company (Washington) LLC
c/o Campbell Global, LLC
One SW Columbia St., Ste. 1700
Portland, OR 97258-2039
Attn: Asset Management
Telephone: 503-275-9675
Facsimile: 503-275-9667

With a copy to:
Pacific West Timber Company (Washington) LLC
c/o Campbell Global, LLC
PO Box 99
Cathlamet, WA 98612
Attn: Jim Hansen
Telephone: 360.957.0210
Facsimile: _____

If to Licensee:
_____
_____
Attn: _____
Telephone: _____
Facsimile: _____

15. Anti-Harassment; Drugs and Alcohol. Licensee agrees to refrain from verbal and physical harassment, including sexual harassment, of Licensor's employees. Sexual harassment includes unwelcome sexual advances, requests for sexual favors, or other conduct of a sexual nature made to an employee when such conduct has the purpose or effect of creating an intimidating, hostile, or offensive working environment. Licensee agrees to refrain from any drug or alcohol use while performing any aspect of this Agreement or while on the Property or any other Licensor owned or controlled property. Prohibited drug and alcohol use shall include, but is not limited to, any performance of this Agreement while under the influence of any drug or alcohol, including prescription, legal, and illegal drugs or alcohol. Licensee shall require all of the Licensee Parties to comply with this Section.

16. Final Agreement; Amendments. This document is the entire and complete agreement of the Parties. There are no oral agreements between the Parties hereto affecting this Agreement, and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the Parties hereto or displayed by either Party to the other with respect to the subject matter hereof, including without limitation any prospectus or invitation to bid, and none thereof shall be used to interpret or construe this Agreement. Any amendments or modifications to this Agreement must be in writing and executed by both Licensor and Licensee in order to be effective and binding.

17. Endangered Species. Streams and other waterways located on the Property are or may be inhabited by species of salmon and steelhead that are listed as threatened or endangered under the ESA. Under the ESA, it is unlawful to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect any endangered species and certain threatened species. This includes significant habitat modification or degradation that actually kills or injures fish by significantly impairing essential behavioral patterns. The use by Licensee and Residents of the Property must be undertaken in a manner consistent with the ESA.

18. No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer on any person other than the Parties hereto and their respective successors and permitted assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement.

[Signatures appear on the following page]

The Parties have executed this Agreement as of the Effective Date.

LICENSOR:

Pacific West Timber Company (Washington) LLC, a
Delaware limited liability company

By: Campbell Global, LLC, a
Delaware limited liability company
Its: Authorized Agent

By: _____
Name: _____
Title: _____

LICENSEE:

Pacific County, a(n)
a municipality of the State of Washington

By: _____
Name: _____
Title: _____

Exhibits

A – Roads and Property

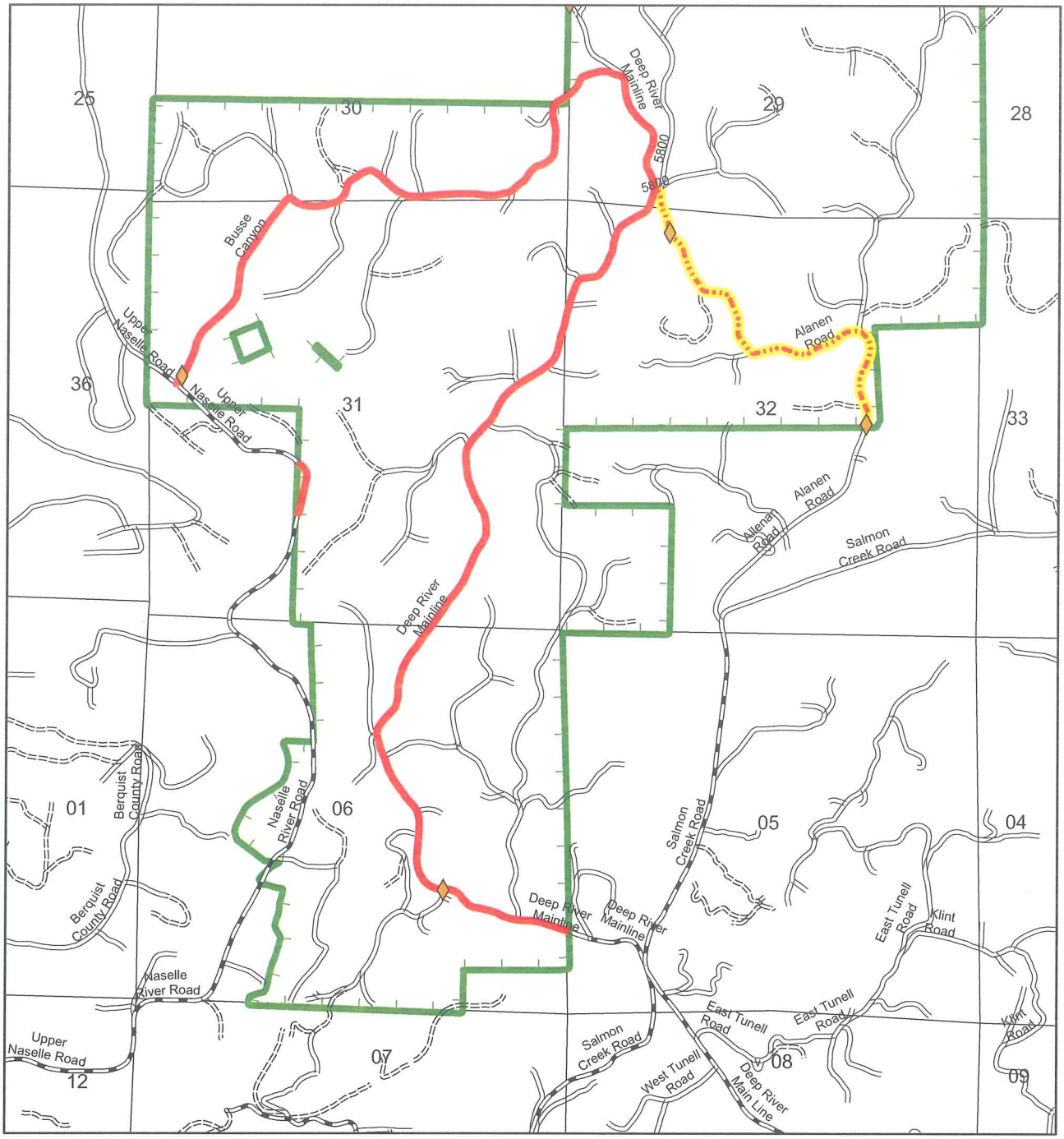
EXHIBIT A
Roads and Property

Pacific County Road License

Exhibit A

CampbellGlobal
FOREST & NATURAL RESOURCE INVESTMENTS

T10N R08W Sec. 06
T11N R08W Sec. 29, 30, 31, 32



1 inch = 2,000 feet

Paved
Rocked
Dirt; Unknown
Gates

Main Route - After September 30, 2016
Temporary Route - Prior to bridge replacement
Pac West - Naselle Ownership

N

Date: 7/15/2016