

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this "**Agreement**"), dated for reference purposes as of October ____, 2017, is made and entered into by and between **UBC MANSFIELD LLC**, a Washington limited liability company ("**Seller**"), and _____, a _____ ("**Buyer**").

In consideration of the respective agreements hereinafter set forth, Seller and Buyer hereby agree as follows:

1. PROPERTY. Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase from Seller, subject to the terms and conditions set forth herein, the following:

1.1 That certain real property located at 143 Orange Street, Mansfield, Ohio, as more particularly described in **EXHIBIT A** attached hereto and incorporated herein by this reference (the "**Land**");

1.2 Except as qualified below, all of Seller's right, title, and interest in and to any and all rights, privileges, and easements appurtenant to the Land, as well as all development rights, land use entitlements, including, without limitation, building permits, licenses, permits and certificates, utilities commitments, air rights, water, water rights, riparian rights, and water stock relating to the Land and any rights-of-way or other appurtenances used in connection with the beneficial use and enjoyment of the Land, and all of Seller's right, title, and interest in and to all roads, easements, rights-of-way, and alleys adjoining or servicing the Land (collectively, the "**Appurtenances**"); and

1.3 All improvements and fixtures, if any, located on the Land and Appurtenances, including, without limitation, any buildings located on the Land, and all apparatus, equipment, and appliances owned by Seller and used in connection with the operation or occupancy of the Land and Appurtenances (collectively, the "**Improvements**", and together with the Land and Appurtenances, the "**Real Property**").

All of the items referred to above are collectively referred to herein as the "**Property**."

2. PURCHASE PRICE. The total purchase price of the Property is \$ _____ (the "**Purchase Price**"). The Purchase Price shall be paid as follows:

2.1 Earnest Money Deposit. Within three business days following the full execution and delivery of this Agreement, Buyer shall deposit with Fidelity National Title, Attn: Kim Belcher, located at 600 University Street, Suite 2424, Seattle, WA 98101 (the "**Escrow Agent**"), earnest money in the amount of \$ _____ (the "**Deposit**"). Such Deposit shall be deposited and maintained in a non-interest bearing escrow account ("**Escrow**") under custody and control of the Escrow Agent.

2.2 Non-Refundable Deposit Following Notice to Proceed. If Buyer issues or is deemed to issue a Notice of Termination, the Deposit shall be promptly returned to Buyer. However, upon (A) Buyer's issuance of a Notice to Proceed pursuant to Section 4.2, and (B) Seller's agreement to deliver a Title Policy to Buyer at Closing insuring title to Property in accordance with Buyer's Title Notice, or if Seller

has issued a Seller's Title Response Notice, Buyer's issuance of Buyer's Notice to Proceed (all terms as defined in Sections 4.2 and 4.3 below), the Deposit shall become non-refundable (but applicable to the Purchase Price) unless this transaction fails to close as a result of Seller's default, Seller's failure to deliver title and title insurance pursuant to Section 3 below, inability to satisfy the Conditions Precedent described in Section 5, or termination of this Agreement following casualty or condemnation as provided in Section 12.1. Escrow Agent shall release the Deposit to Seller within three days after Buyer issues its Buyer's Notice to Proceed. Except as otherwise provided in this Agreement, the Deposit shall be applied toward the Purchase Price at closing of the transaction contemplated herein ("**Closing**").

2.3 Balance of Purchase Price. On or before the Closing Date (as defined in Section 7.2 below), if this Agreement has not been earlier terminated by either party pursuant to the terms herein, Buyer shall deposit into Escrow immediately available funds in the amount of the Purchase Price, plus Buyer's share of closing costs, less the amount of the Deposit previously deposited with the Escrow Agent and released to Seller ("**Closing Amount**").

3. CONVEYANCE OF TITLE. At Closing, Seller shall convey the Property to Buyer by a duly executed and acknowledged Special Warranty Deed ("**Deed**") in substantially the form attached to this Agreement as **EXHIBIT B**, which covenants and warrants only against encumbrances created by Seller. Fidelity National Title, Attn: Kim Belcher, located at 600 University Street, Suite 2424, Seattle, WA 98101 ("**Title Company**") shall issue to Buyer a standard coverage Owner's Policy of Title Insurance in the amount of the Purchase Price, insuring fee simple title to the Property in Buyer, subject only to such exceptions as Buyer shall have approved pursuant to Section 4.3 below (the "**Title Policy**"). Any exceptions listed in the Title Policy may also be listed as exceptions in the Deed.

4. DUE DILIGENCE AND TITLE REVIEW.

4.1 Inspection of Property. Seller shall deliver copies of the due diligence documents relating to the Property listed in **EXHIBIT D** ("**Seller's Due Diligence Documents**") to Buyer concurrently with execution hereof. Prior to the Closing Date, Seller shall afford Buyer and its agents, contractors, and employees access to the Property at reasonable times upon 48 hours' notice from Buyer for purposes of satisfying Buyer with respect to the condition of the Property and satisfying any conditions precedent to the Closing contained herein. Buyer shall not conduct any destructive or invasive testing of the Property without Seller's prior written approval, which may be given, withheld, or conditioned in Seller's sole discretion. Buyer shall repair any damage to the Property caused by Buyer or its agents, contractors and employees. Buyer shall indemnify, defend and hold harmless Seller from and against any damage, loss, costs (including, without limitation, reasonable attorneys' fees), liabilities, liens, injuries, damages, or claims resulting from Buyer's investigations of and entry onto the Property prior to the Closing (which obligation shall survive the early termination of this Agreement as well as execution and delivery of the Deed).

4.2 Due Diligence Period. As used in this Agreement, the term "**Due Diligence Period**" shall refer to a period of time that expires at 5:00 p.m. Pacific Time 30 days after mutual execution of this Agreement. The primary purpose of the Due Diligence Period is to allow Buyer to inspect the Property to confirm that it is in an acceptable condition, to determine the feasibility of its intended use of the Property, and to satisfy itself that its proposed use of the Property can receive all necessary permits and approvals.

4.2.1 During the Due Diligence Period, Buyer shall have the right to conduct a general feasibility study of the Property that may include, without limitation, a review of Seller's Due Diligence Documents, ordering and reviewing any additional surveys or environmental reports that Buyer may wish to obtain with respect to the Property, and all other studies or investigations that Buyer deems necessary to perform or review. All such investigations and reports shall be at Buyer's sole expense and all information obtained as a result of such investigations shall be maintained by Buyer or any third-party consultant of Buyer on a confidential basis and shall not be disclosed to any third party (other than Buyer's attorneys, accountants, lender, and other Buyer consultants or as required by law) without the prior written consent of Seller. In the event of termination by either party, Seller shall retain ownership of all work product/reports completed by third parties during the Due Diligence Period.

4.2.2 On or before the expiration of the Due Diligence Period, (a) if Buyer desires to proceed with the purchase of the Property subject to the remaining conditions set forth in this Agreement, Buyer shall deliver written notice to Seller of such election to proceed ("**Buyer's Notice to Proceed**"), but (b) if Buyer desires not to proceed with purchase of the Property, it shall deliver written notice to Seller of such election not to proceed ("**Buyer's Notice of Termination**"). Buyer's failure to issue a Notice to Proceed prior to expiration of the Due Diligence Period shall be deemed a Notice of Termination.

4.3 Title Review. Within 10 days after mutual execution of this Agreement, Seller shall cause the Title Company to issue a preliminary commitment for title insurance for review by Buyer. As part of Buyer's feasibility investigation of the Property during the Due Diligence Period, Buyer shall review the Title Report provided by Seller. (Buyer may request from Title Company a preliminary commitment for *extended* coverage title insurance, but any additional premium or other cost in connection therewith shall be paid by Buyer.) Buyer shall, within 10 days following receipt of such Title Report, issue a notice of any objections to title to the Property ("**Buyer's Title Notice**") as follows:

4.3.1 Buyer's Title Notice shall specify in writing any disapproved exceptions as set forth in the Title Report. In any event, Seller covenants to cause to be released and reconveyed from the Property, and to remove as exceptions to title prior to the Closing, any mortgages, deeds of trust, or other monetary encumbrances, assessments or indebtedness shown on the Title Report except non-delinquent real property taxes and non-delinquent assessments assessed as a part of the real property tax bill.

4.3.2 Seller shall reasonably cooperate with Buyer and use Seller's reasonable efforts to cause the removal of exceptions in the Title Report or any survey issues to which Buyer objects. If there is any non-monetary title exception in the Buyer's Title Notice which Seller is unwilling to cause to be removed on or prior to the Closing, then Seller shall deliver written notice thereof (the "**Seller's Title Response Notice**") to Buyer within 5 days following Seller's receipt of the Buyer's Title Notice.

4.3.3 Following delivery by Seller of Seller's Title Response Notice, Buyer shall elect by delivery of written notice to Seller within 3 business days thereafter, in Buyer's sole and absolute discretion, either (i) to terminate this Agreement, or (ii) to waive any Seller responsibility for removal of such previously disapproved title exception and issue a Notice to Proceed with the Closing subject to the remaining conditions set forth in this Agreement.

4.3.4 In the event of the termination of this Agreement pursuant to this Section, the Deposit shall be immediately returned to Buyer, and neither party shall have any further obligations to the other hereunder, other than Buyer's indemnity obligations under Section 4.1.

4.4 Confidentiality.

4.4.1 For the purpose of this Agreement, "**Confidential Information**" shall mean all environmental agreements and reports relating to the Property, and any and all other information concerning the Property that is disclosed by Seller to Buyer. Confidential Information shall not include any information that (a) is already in the public domain or becomes available to the public through no breach of this Agreement by Buyer, (b) was, as between Buyer and Seller, lawfully in Buyer's possession prior to receipt from Seller, or (c) is received by Buyer independently from a third party free to lawfully disclose such information to Buyer.

4.4.2 All Confidential Information delivered pursuant to this Agreement shall be maintained by Buyer in strict confidence, and may be disclosed only to those employees, accountants, attorneys, agents, or other consultants of or to Buyer or its affiliates who have a need to know the same in order to evaluate the Property and the transaction hereunder (*the "Approved Reviewers"*). Neither Buyer nor any Approved Reviewers shall disclose such Confidential Information to any third parties other than the Approved Reviewers unless such disclosure is required by law, regulation, or court order, and in that case, Buyer shall give notice to Seller promptly upon receiving notice of any order or demand for disclosure of the Confidential Information so that Seller may seek appropriate relief.

5. CONDITIONS PRECEDENT TO CLOSING. The following are conditions precedent to Buyer's obligation to purchase the Property (the "**Conditions Precedent**"). The Conditions Precedent are intended solely for the benefit of Buyer and may be waived only by Buyer in writing. In the event any Condition Precedent is not satisfied, Buyer may, in its sole and absolute discretion, terminate this Agreement, and all obligations of Buyer and Seller hereunder (except provisions of this Agreement which recite that they survive termination) shall terminate and be of no further force or effect.

5.1 Notice to Proceed. Buyer's issuance or deemed issuance of a Notice to Proceed under Section 4.2.

5.2 Title Approval. Seller's agreement to deliver a Title Policy to Buyer insuring title to Property in accordance with Buyer's Title Notice, or if Seller has issued a Seller's Title Response Notice, Buyer's issuance of a Notice to Proceed.

5.3 Seller's Representations and Warranties. All of Seller's representations and warranties contained in or made pursuant to this Agreement shall have been true and correct when made and shall be true and correct as of the Closing Date, except to the extent that Seller has given Buyer written notification of information discovered after the date hereof that would make any such representation false or materially inaccurate.

6. REMEDIES.

6.1 Seller Default. In the event the sale of the Property is not consummated because of the default of Seller, the Deposit shall immediately be returned to Buyer and Buyer shall have all remedies at law or in equity.

6.2 Buyer Default. If the sale of the Property is not consummated following (A) Buyer's issuance or deemed issuance of a Notice to Proceed under Section 4.2, and (B) Seller's agreement to deliver a Title Policy to Buyer at Closing insuring title to Property in accordance with Buyer's Title Notice, or if Seller has issued a Seller's Title Response Notice, following Buyer's election to waive its title objections, Seller may elect to terminate the Agreement, in which case the Deposit shall be paid to Seller as liquidated damages and as an exclusive remedy unless the failure to close is a result of Seller's default or is a result of condemnation or destruction as provided in Section 12. The parties acknowledge that in the event of a default by Buyer without a default by Seller, Seller's actual damages would be extremely difficult or impracticable to determine. Therefore, the amount of the Deposit has been agreed upon, after negotiation, as the parties' reasonable estimate of Seller's damages and, except with respect to Buyer's indemnification obligations pursuant to Section 4.1 above, as Seller's sole and exclusive remedy against Buyer, at law or in equity, in the event of a default under this Agreement on the part of Buyer.

7. ESCROW; CLOSING.

7.1 Opening of Escrow. Upon mutual execution of this Agreement, the parties hereto shall deposit an executed counterpart or photocopy of this Agreement with Escrow Agent and this Agreement shall serve as instructions to Escrow Agent for consummation of the purchase and sale contemplated hereby. Seller and Buyer shall execute such supplemental escrow instructions as may be appropriate to enable Escrow Agent to comply with the terms of this Agreement, provided such supplemental Escrow instructions are not in conflict with this Agreement as it may be amended in writing from time to time. In the event of any conflict between the provisions of this Agreement and any supplementary escrow instructions signed by Buyer and Seller, the terms of this Agreement shall control.

7.2 Closing Date. Upon satisfaction of all contingencies set forth in the Agreement, this sale shall be closed by Escrow Agent not later than ____ days after the expiration of the Due Diligence Period ("**Closing Date**"). Time is of the essence.

7.3 Seller's Closing Documents. On or before the Closing, Seller shall deliver to Escrow Agent the following:

7.3.1 A duly executed and acknowledged Special Warranty Deed;

7.3.2 A duly executed affidavit that Seller is not a "foreign person" within the meaning of Section 1445(e)(3) of the Internal Revenue Code of 1986 in the form attached as **EXHIBIT C** and incorporated herein by this reference;

7.3.3 A closing statement in form and content satisfactory to Buyer and Seller ("**Closing Statement**") duly executed by Seller; and

7.3.4 Any documents or agreements required by the Title Company to issue the Title Policy.

Buyer may waive compliance on Seller's part under any of the foregoing items by an instrument in writing.

7.4 Buyer's Closing Documents. At or before the Closing, Buyer shall deliver to Escrow Agent the following:

7.4.1 The Closing Statement, duly executed by Buyer; and

7.4.2 The Closing Amount.

7.5 Other Instruments. Seller and Buyer shall each deposit such other instruments as are reasonably required by Escrow Agent or otherwise required to close the escrow and consummate the purchase of the Property in accordance with the terms hereof.

7.6 Prorations. General real estate taxes and assessments shall be prorated as of the Closing Date, based on the period of time with respect to which such taxes are attributable, regardless of when such payments are otherwise due. For example, if an installment of taxes has been paid but relates to a period of time extending beyond such payment date, then Seller shall be entitled to a proration credit for the amount of taxes paid that relates to the period following the Closing Date. The obligation to pay any current installments of Special Assessments with respect to the Property shall be apportioned as of the Closing Date, with Buyer assuming all further obligations to pay future installments of Special Assessments first coming due after Closing.

7.7 Closing Costs. Seller shall pay the premium for the Title Policy (other than the portion of such premium allocable to extended coverage title insurance, if applicable) and any real estate transfer taxes that must be paid at closing. Buyer shall pay the portion of the premium for the Title Policy allocable to extended coverage title insurance and any endorsements required by Buyer, and any fees and costs for financing, zoning, transfer of water rights, or a survey update or new survey. Buyer and Seller shall each be responsible for one-half of other fees applicable to the sale of the Property, and the fees of Escrow Agent. All other Closing costs and charges not otherwise provided for in this Agreement shall be allocated in accordance with the closing customs for Richland County, Ohio. Buyer and Seller shall each be responsible for their respective legal fees to negotiate and execute this Agreement.

8. AS IS PURCHASE: BUYER'S RELEASE AND INDEMNIFICATION. Except for Seller's Representations, Warranties, and Covenants in Section 9 of this Agreement, and the documents executed by Seller upon the Closing, Buyer is purchasing the Property on an "as is" basis at the time of Closing, and Seller makes no representations or warranties, express or implied, except as expressly provided in this Agreement. Buyer specifically agrees that by purchasing the Property "as-is," it is acquiring the Property subject to, and Seller shall have no liability with respect to, any conditions, issues, or defects in the Property. Without limiting the foregoing, Buyer agrees that Seller shall have no liability to Buyer, and Buyer shall have no recourse under this Agreement against Seller, for any defect or deficiency of any kind whatsoever in the Property. More specifically, Buyer expressly releases and indemnifies Seller from all liability, costs, and expenses associated with any Hazardous Substance (as defined immediately below) at, under, or migrating from the Property. In that regard, Buyer hereby waives and discharges all claims, demands, and actions it might assert against Seller or its affiliated entities and their individual officers, directors, shareholders, members, partners, employees, agents, contractors, successors, and assigns of any nature whatsoever relating to the environmental condition of the Property and any release from or migration to the Property of any Hazardous Substance at any time prior to or after the Closing; *provided,*

however, that such indemnity, waiver, and release shall not apply with respect to any Hazardous Substances on or about the Property to the extent that Seller had actual knowledge of the existence of such Hazardous Substances and failed to disclose such knowledge to Buyer in violation of Section 9.3, below.

8.1 Seller's Assignment of Claims to Buyer. In exchange for the release and indemnification provided by Buyer in this Section 8, Seller hereby assigns to Buyer on a non-exclusive basis all claims it may have against prior owners or operators of the Property relating to the environmental condition of the Property and any release from or migration to the Property of any Hazardous Substance.

8.2 Hazardous Substances Definition. For purposes of this Agreement, the term "**Hazardous Substances**" means any toxic or hazardous waste, material, or substance, including, without limitation, asbestos, arsenic, lead-based paint, petroleum, petroleum products, underground storage tanks now or previously containing any other Hazardous Substances, microbial matter that reproduces through mold, mildew, and viruses, whether or not such microbial matter is living, substances defined as "hazardous substances," "hazardous waste," or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601 *et seq.*; Hazardous Materials Transportation Act, 49 U.S.C. § 1801; and Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 *et seq.*; and other substances defined as hazardous waste and hazardous substances in applicable state or local laws and/or in any regulations and publications promulgated pursuant to said laws.

8.3 Buyer's Specific Acknowledgements. Buyer acknowledges the following:

8.3.1 Buyer has the opportunity to inspect the Property, to conduct any studies, analysis, or examination thereof, to review Seller's Due Diligence Documents, and to review publicly available records or files concerning the Property ("**Inspections**"). Buyer agrees that it will conduct Inspections as necessary to furnish Buyer with an understanding of the condition and status of the Property and that if it fails to do so, Buyer will nonetheless be deemed to have knowledge of any defects in the condition or status of the Property that Buyer would have discovered if it had conducted such Inspections.

8.3.2 The facts with respect to the Property condition or status may hereafter turn out to be different from the facts now known or believed by the Buyer to be true, and Buyer expressly assumes the risk of the facts turning out to be different, and agrees that this release will be effective and not subject to termination or rescission by reason of any such difference in facts.

9. REPRESENTATIONS, WARRANTIES AND COVENANTS OF SELLER. Seller makes the following representations, warranties, and covenants, both as of the date of the Agreement and again at Closing, except to the extent that, following the date hereof, Seller becomes aware of facts or circumstances that make any such representations false or materially inaccurate and has provided written notice thereof to Buyer:

9.1 Non-Compliance with Laws. Except as otherwise disclosed by Seller to Buyer in writing on or before the date hereof or in any of the due diligence documents provided by Seller to Buyer, Seller has not received written notice of, and otherwise has no actual knowledge of, any non-compliance of the Property with applicable Laws, which non-compliance has not been remedied as of the date hereof.

9.2 Litigation/Other Proceedings/Assessments. Except as disclosed by Seller to Buyer in writing on or before the date hereof, including but not limited to information contained in the

Preliminary Title Commitment and the Seller's Due Diligence Documents provided by Seller, Seller has not received written notice of, and otherwise has no actual knowledge of, (i) any litigation or condemnation, environmental, zoning or other land use regulation proceedings, either instituted or planned to be instituted, which would materially and adversely affect the ownership, use, operation or value of the Property, or (ii) any special assessment proceedings affecting the Property. Seller shall notify Buyer promptly of any such litigation or proceedings of which Seller becomes aware.

9.3 Hazardous Substances. Except as disclosed by Seller to Buyer in writing on or before the date hereof, including any information disclosed and set forth in the environmental assessments provided to Buyer, Seller has no actual knowledge of any Hazardous Substances in, on or about the Property, and Seller has not received written notice, and otherwise has no actual knowledge, that removal or other remedial action with respect to Hazardous Substances in, on, under or about the Property is required by any governmental authority having jurisdiction over the Property.

9.4 Authority. Seller is not a "foreign person" within the meaning of Internal Revenue Code Section 1445(f)(3). This Agreement and all documents executed by Seller which are to be delivered to Buyer at the Closing are and at the time of Closing will be duly executed and delivered by Seller, are and at the time of Closing will be legal, valid and binding obligations of Seller enforceable against Seller in accordance with their respective terms.

9.5 No Mechanics Liens. All claims for work, labor, service and materials furnished prior to closing to or in connection with the Property or the improvements at the request of Seller have been finally satisfied by Seller prior to Closing, such that no mechanics', materialmens', or other liens may be validly filed against the Property or any improvements and, at Closing, Seller shall execute one or more affidavits in a form mutually acceptable to Buyer, Seller, and the Title Company as necessary to cause any exceptions related to mechanics' or materialmens' liens to be removed from the Title Policy.

Whenever the phrases "to Seller's actual knowledge" or "to the best of Seller's knowledge" or any similar phrase is used herein, those phrases mean the present, actual knowledge (as opposed to the imputed knowledge), without inquiry or investigation, of the fact or condition by Jake Okleberry ("**Seller's Representative**"). The representations and warranties contained in this Section 9 are the representations and warranties of Seller, not Seller's Representative, and shall not create any individual liability for Seller's Representative.

Notwithstanding anything to the contrary contained in this Agreement, in any exhibits attached hereto, or in any documents executed or to be executed at Closing or otherwise in connection herewith (collectively, the "**Purchase Documents**"), all of Seller's representations, warranties, covenants, undertakings, indemnities, and agreements contained in any of the Purchase Documents (collectively, "**Seller's Undertakings**") shall survive the Closing for a period of 12 months (the "**Survival Period**"). Buyer acknowledges that it is a sophisticated purchaser who is familiar with the ownership and operation of real estate projects similar to the Property, and Buyer and Seller have negotiated and agreed upon the length of the Survival Period as an adequate period of time for Buyer to discover any and all facts that could give rise to a claim or cause of action for a breach of a representation. Buyer may bring an action against Seller on the breach of any Seller's Undertakings, but only if Buyer first learns of the breach after Closing and files the action within the Survival Period. The provisions of this Section 9 shall survive the Closing.

10. REPRESENTATIONS AND WARRANTIES OF BUYER. Buyer hereby represents and warrants to Seller that Buyer is a _____ organized under the laws of the State of _____; this Agreement and all documents executed by Buyer which are to be delivered to Seller at the Closing are or at the time of the Closing will be duly authorized, executed and delivered by Buyer, and are or at the Closing will be legal, valid, and binding obligations of Buyer enforceable against Buyer in accordance with their respective terms, and do not and at the time of the Closing will not violate any provisions of any agreement or judicial order to which Buyer is subject.

11. CONTINUATION AND SURVIVAL. All representations, warranties, and covenants by the respective parties contained herein or made in writing pursuant to this Agreement are intended to and shall be deemed made as of the date of this Agreement or such writing and again at the Closing, shall be deemed to be material, and unless expressly provided to the contrary shall survive the execution and delivery of this Agreement, the Deed and the Closing.

12. CONDEMNATION/DESTRUCTION.

12.1 Termination in Event of Condemnation/Destruction. If the Improvements are destroyed or materially damaged (i.e., damage to the Improvements for which the cost of repairs exceeds \$50,000) or if a governmental entity commences eminent domain proceedings after the date hereof and prior to the Closing to take any portion of the Property that would materially or adversely affect the operations or use of the Property, then each party shall have the option to terminate this Agreement by written notice to the other party within 15 days after such terminating party first learns of such event, regardless of whether Buyer has issued a Notice to Proceed. In the event of any such termination, the Deposit shall be returned to Buyer, Buyer and Seller shall each be liable for one-half of any escrow fees or charges, and neither party shall have any further liability or obligation under this Agreement.

12.2 Closing Despite Condemnation/Destruction. If, after material damage or condemnation, this Agreement is not terminated pursuant to Section 12.1 above as a result thereof, then the Closing shall occur notwithstanding such material damage or condemnation. In the case of material damage to the Improvements, Seller shall be given an opportunity to repair the Improvements prior to Closing and the deadline for Closing shall be extended, if necessary, to allow Seller sufficient time to make such repairs, but if an assessment of the estimated time to make such repairs cannot be made within 20 days after such damage, or if such repairs cannot be completed within 60 days after such damage, then in the absence of any other mutually agreed arrangement for addressing the situation, Buyer shall be entitled to elect any of the following: (i) to terminate this Agreement and receive a full return of its earnest money, (ii) to extend the closing deadline by a mutually agreed period of time to enable completion of such repairs by Seller at Seller's expense prior to closing at the full Purchase Price, without any adjustment, or (iii) to waive any right to require Seller to make any repairs and to proceed with closing at the full Purchase Price, but with Seller being obligated to diligently pursue recovery of an insurance settlement based on an "actual cash value" award (rather than full cost of repair and replacement) and to remit such amount to Buyer within two business days after the later of Closing or receipt of such settlement. If there is a condemnation of all or any portion of the Property and Buyer elects to proceed with closing at the full Purchase Price, all condemnation awards shall be assigned to Buyer as of the Closing or credited to Buyer if previously received by Seller.

12.3 Minor Damage. If after the date hereof and prior to the Closing Improvements that are needed for Buyer's proposed use of the Property are damaged and the cost of repairs is greater than

\$10,000 and less than or equal to \$50,000, Seller shall, at its option, (i) repair the damages or (ii) credit the Purchase Price for the cost of such repairs.

13. POSSESSION. Possession of the Property shall be delivered to Buyer on the Closing Date.

14. MAINTENANCE AND OPERATION OF THE PROPERTY. Between Seller's execution of this Agreement and the Closing, the Property shall remain vacant and unused, as is its current condition. Seller shall not remove any structures, equipment or other installations on the Property prior to Closing, but Seller shall have no obligation whatsoever to repair or maintain any structures or equipment, including HVAC systems.

15. COOPERATION WITH BUYER. Seller shall cooperate and do all acts as may be reasonably required or requested by Buyer with regard to the fulfillment of any Conditions Precedent, but Seller's representations and warranties to Buyer shall not be affected or released by Buyer's waiver or fulfillment of any Conditions Precedent. Seller hereby authorizes Buyer and its agents to make all inquiries with and applications to any third party, including any governmental authority, as Buyer may reasonably require to complete its due diligence.

16. COMMISSIONS. Any fees or commissions owed to any broker, agent, or finder in connection with the execution and/or consummation of the transactions contemplated by this Agreement shall be the sole responsibility of the party who contracted with such broker, agent, or finder. Seller and Buyer each agree to and hereby indemnify and hold the other harmless from any and all fees, brokerage and other commission or costs (including reasonable attorneys' fees), of actions or proceedings which may result from any broker, agent or finder, licensed or otherwise, claiming through, under or by reason of the conduct of either of them respectively in connection with any transaction under this Agreement.

17. MISCELLANEOUS.

17.1 Notices. All notices and other communications that either party is required or desires to send to the other shall be in writing and shall be sent by (i) facsimile or electronic mail, provided a copy thereof is also sent by one of the following means, (ii) hand delivery, (iii) Federal Express or another reliable overnight courier service for next-day delivery, or (iv) United States mail, registered or certified mail, postage prepaid, return receipt required. Notices and other communications shall be deemed to have been given on actual receipt. Notices shall be addressed as follows:

If to Seller:

UBC MANSFIELD LLC
Attn: Audra Brown
Asset Manager
801 Second Avenue, Suite 1700
Seattle, WA 98104
Phone: (206) 501-4519
Fax: (206) 464-5250

If to Buyer:

Attn: _____

Phone: _____
Fax: _____

or such other address as either party may from time to time specify in writing to the other.

17.2 Successors and Assigns. Buyer shall have the right to assign this Agreement prior to Closing to any entity or person controlling, controlled by, or under common control with Buyer without Seller's consent or approval, and otherwise Buyer shall have the right to assign this Agreement prior to Closing to any other person or entity subject to Seller's prior written consent, which consent may be withheld or granted in Seller's sole discretion. Except as allowed by the preceding sentence, neither this Agreement nor the rights of either party hereunder may be assigned by either party. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, administrators, and permitted assigns.

17.3 Amendments. This Agreement may be amended or modified only by a written instrument executed by Seller and Buyer.

17.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

17.5 Merger of Prior Agreements. This Agreement and the Exhibits hereto constitute the entire agreement between the parties and supersede all prior agreements and understandings between the parties relating to the subject matter hereof, including without limitation, any prior letters of intent which shall be of no further force or effect upon execution of this Agreement by Buyer.

17.6 Time of the Essence. Time is of the essence of this Agreement.

17.7 Severability. If any provision of this Agreement, or the application thereof to any person, place, or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement and such provisions as applied to other persons, places, and circumstances shall remain in full force and effect.

17.8 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but any number of which, taken together, shall be deemed to constitute one and the same instrument.

17.9 Attorneys' Fees. In the event any action is brought to enforce, or on account of, this Agreement or any provision thereof, the prevailing party shall be awarded its reasonable attorneys' fees together with reasonable expenses and costs incurred in connection with any such litigation. "Attorneys' Fees" shall include services rendered at both the trial and appellate levels as well as services rendered subsequent to judgment in obtaining execution thereon.

17.10 Section 1031 Exchange. Either or both of Buyer and Seller may complete this transaction as part of a Section 1031 tax-deferred exchange. The parties hereby agree to cooperate with each other in documenting and completing their respective exchanges and each party acknowledges that the respective rights and obligations of the other party may be transferred to a qualified intermediary in

connection with completion of the exchange. Neither party will incur any additional expense or liability by reason of its cooperation with the other party in completing the exchange.

[Remainder of page intentionally left blank; signatures on the following page.]

EXECUTED as of the day and year first above written.

SELLER:

UBC MANSFIELD LLC,
a Washington limited liability company

By: _____

Name: Gabriel S. Levin

Title: Manager

DATE: _____, 20__

Seller's Tax ID: _____

BUYER:

_____,

a _____

By _____

Name: _____

Its: _____

DATE: _____, 20__

Buyer's Tax ID/SSN: _____

EXHIBIT A
LEGAL DESCRIPTION

PARCEL 3

Situated in the City of Mansfield, County of Richland and State of Ohio:

And known as being known as Inlot No. 8066 of the consecutively numbered Inlots of said City of Mansfield, and more particularly described as follows:

Beginning at a 5/8-inch Rebar set marking the intersection of the East line of Pennsylvania Lines, LLC and the North line of Orange Street;

Thence along said East line of the Pennsylvania Lines, LLC, North 24 deg. 16' 36" West, a distance of 446.00 feet to a 5/8-inch Rebar set;

Thence continuing along said East line, North 11 deg. 00' 06" West, a distance of 162.64 feet to a 5/8-inch Rebar set on the South line of a tract of land owned by Donald A. Daugherty;

Thence along said South line of said tract, North 88 deg. 50' 54" East, a distance of 289.00 feet to a 5/8-inch Rebar set on the West line of a tract of land owned by M & D Real Estate;

Thence along said West line, South 06 deg. 49' 49" East, a distance of 194.56 feet to a 5/8-inch Rebar set;

Thence continuing along said West line, South 18 deg. 33' 19" East, a distance of 390.13 feet to a P.K. Nail set on the North line of Orange Street;

Thence along said North line, South 87 deg. 40' 41" West, a distance of 222.00 feet to the principal point of beginning.

Containing 3.3551 Acres of land, more or less, subject however to any prior easements of record.

EXCEPTING THEREFROM THE FOLLOWING:

Situated in the City of Mansfield, County of Richland and State of Ohio:

And known as being a part of Lot 8066 of the consecutively numbered lots in said City as recorded in Plat Volume 12, Page 1, also being part of a record 3.3551 Acre Parcel conveyed to UBC Mansfield LLC, a Washington limited liability company by Official Records Volume 1420, Page 479 and Official Records Volume 1468, Page 591 and bounded and described as follows:

Beginning at a iron pin set and being 30.00 feet left of and at right angles to centerline of right of way of Orange Street station 9+24.83, Project RIC-ORANGE ST., being in the existing North right of way line of Orange Street, being the Southeasterly corner of said Lot 8066 and being the Southeasterly corner of said record 3.3551 Acre Parcel;

Thence with the following Four Courses:

1) South 84 deg. 10' 00" West, 50.42 feet along said existing North right of way line of Orange Street also being along the South line of said Lot 8066 and the South line of said record 3.3551 Acre Parcel to an iron pin set and being 30.00 feet left of and at right angles to centerline of right of way of Orange Street Station 8+74.41;

- 2) North 29 deg. 03' 59" East, 18.29 feet to an iron pin set, said iron pin being 45.00 feet left of and at right angles to centerline of right of way of Orange Street station 8+84.88;
- 3) North 84 deg. 10' 00" East, 35.58 feet to an iron pin set and being 45.00 feet left of and at right angles to centerline of right of way of Orange Street station 9+20.46 and being in the Easterly line of said Lot 8066 and the Easterly line of said record 3.3551 Acre Parcel;
- 4) South 22 deg. 05' 07" East, 15.62 feet along said Easterly line of said Lot 8066 and said Easterly line of said record 3.3551 Acre Parcel to the place of beginning.

Containing 0.015 acre, more or less.

FURTHER EXCEPTING THE FOLLOWING:

Situated in the City of Mansfield, County of Richland and State of Ohio:

And known as being a part of Lot 8066 of the consecutively numbered lots in said City as recorded in Plat Volume 12, Page 1, also being part of a record 3.3551 Acre Parcel conveyed to UBC Mansfield LLC, a Washington limited liability company by Official Records Volume 1420, Page 479 and Official Records Volume 1468, Page 591 and bounded and described as follows:

Commencing at a iron pin set and being 30.00 feet left of and at right angles to centerline of right of way of Orange Street station 9+24.83, Project RIC-ORANGE ST., being in the existing North right of way line of Orange Street, being the Southeasterly corner of said Lot 8066 and being the Southeasterly corner of said record 3.3551 Acre Parcel;

Thence North 22 deg. 05' 07" West, 15.62 feet along the Easterly line of said Lot 8066 also being along the Easterly line of said record 3.3551 Acre Parcel to an iron pin set, said iron pin being 45.00 feet left of and at right angles to centerline of right of way of Orange Street station 9+20.46 and being the true place of beginning;

Thence with the following Three Courses:

- 1) South 84 deg. 10' 00" West, 35.58 feet to an iron pin set and being 45.00 feet left of and at right angles to centerline of right of way of Orange Street station 8+84.88;
- 2) North 04 deg. 04' 45" West, 110.51 feet to an iron pin set and being 155.46 feet left of and at right angles to centerline of right of way of Orange Street station 8+88.26 being in the Easterly line of said Lot 8066 and being in the Easterly line of said record 3.3551 Acre Parcel;
- 3) South 22 deg. 05' 07" East. 115.06 feet along said Easterly line of said Lot 8066 and said Easterly line of said record 3.3551 Acre Parcel to the true place of beginning.

Containing 0.045 acre, more or less.

**EXHIBIT B
SPECIAL WARRANTY DEED**

When Recorded, Return to:

AUDRA BROWN
UBC Mansfield LLC
801 Second Ave, #1700
Seattle, Washington 98104

SPECIAL WARRANTY DEED

Grantor:	UBC MANSFIELD LLC
Grantee:	_____
Legal Description (abbreviated):	_____
<input checked="" type="checkbox"/> Additional on :	EXHIBIT A
Assessor's Tax Parcel ID #:	_____

KNOW ALL MEN BY THESE PRESENTS:

THAT UBC MANSFIELD LLC, a Washington limited liability company ("Grantor"), with an address of 801 Second Avenue, Suite 1700, Seattle, Washington, 98104, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell, and convey unto _____, a _____ ("Grantee"), with an address of _____,

the real property located at 143 Orange Street, Mansfield, Ohio, and described on Exhibit A attached hereto, together with all improvements thereon and all rights and appurtenances thereunto belonging, LESS AND EXCEPT any interests in and to oil, gas, casinghead gas, distillate, coal, metallic ores, and other minerals therein, thereon, or thereunder previously reserved or conveyed and all rights, interests, and estates of any nature incident thereto or arising thereunder (the "Property"), and SUBJECT TO the matters described on Exhibit B attached hereto (the "Permitted Encumbrances"). Grantor, for itself, its successors and assigns,

does covenant and agree that Grantor shall and will WARRANT AND FOREVER DEFEND the Property in the quiet and peaceable possession of Grantee, its successors and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof by, through or under Grantor, except for the Permitted Encumbrances and subject to the express reservations, restrictions, rights, covenants and agreements contained in this Deed.

TO HAVE AND TO HOLD the Property unto Grantee, Grantee's successors and assigns, forever.

EXECUTED and delivered this ____ day of _____, 20__.

GRANTOR:

UBC MANSFIELD LLC,
a Washington limited liability company

By: _____
Name: Gabriel S. Levin
Title: Manager

STATE OF WASHINGTON)
) ss:
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Gabriel S. Levin is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute this instrument and acknowledged it as the Manager of UBC MANSFIELD LLC, a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

(Seal)

Notary Public
Print Name _____
My Commission Expires: _____
Commission # _____

EXHIBIT A
to
Special Warranty Deed

LEGAL DESCRIPTION

PARCEL 3

Situated in the City of Mansfield, County of Richland and State of Ohio:

And known as being known as Inlot No. 8066 of the consecutively numbered Inlots of said City of Mansfield, and more particularly described as follows:

Beginning at a 5/8-inch Rebar set marking the intersection of the East line of Pennsylvania Lines, LLC and the North line of Orange Street;

Thence along said East line of the Pennsylvania Lines, LLC, North 24 deg. 16' 36" West, a distance of 446.00 feet to a 5/8-inch Rebar set;

Thence continuing along said East line, North 11 deg. 00' 06" West, a distance of 162.64 feet to a 5/8-inch Rebar set on the South line of a tract of land owned by Donald A. Daugherty;

Thence along said South line of said tract, North 88 deg. 50' 54" East, a distance of 289.00 feet to a 5/8-inch Rebar set on the West line of a tract of land owned by M & D Real Estate;

Thence along said West line, South 06 deg. 49' 49" East, a distance of 194.56 feet to a 5/8-inch Rebar set;

Thence continuing along said West line, South 18 deg. 33' 19" East, a distance of 390.13 feet to a P.K. Nail set on the North line of Orange Street;

Thence along said North line, South 87 deg. 40' 41" West, a distance of 222.00 feet to the principal point of beginning.

Containing 3.3551 Acres of land, more or less, subject however to any prior easements of record.

EXCEPTING THEREFROM THE FOLLOWING:

Situated in the City of Mansfield, County of Richland and State of Ohio:

And known as being a part of Lot 8066 of the consecutively numbered lots in said City as recorded in Plat Volume 12, Page 1, also being part of a record 3.3551 Acre Parcel conveyed to UBC Mansfield LLC, a Washington limited liability company by Official Records Volume 1420, Page 479 and Official Records Volume 1468, Page 591 and bounded and described as follows:

Beginning at a iron pin set and being 30.00 feet left of and at right angles to centerline of right of way of Orange Street station 9+24.83, Project RIC-ORANGE ST., being in the existing North right of way line of Orange Street, being the Southeasterly corner of said Lot 8066 and being the Southeasterly corner of said record 3.3551 Acre Parcel;

Thence with the following Four Courses:

1) South 84 deg. 10' 00" West, 50.42 feet along said existing North right of way line of Orange Street also being along the South line of said Lot 8066 and the South line of said record 3.3551 Acre Parcel to an iron pin set and being 30.00 feet left of and at right angles to centerline of right of way of Orange Street Station 8+74.41;

2) North 29 deg. 03' 59" East, 18.29 feet to an iron pin set, said iron pin being 45.00 feet left of and at right angles to centerline of right of way of Orange Street station 8+84.88;

3) North 84 deg. 10' 00" East, 35.58 feet to an iron pin set and being 45.00 feet left of and at right angles to centerline of right of way of Orange Street station 9+20.46 and being in the Easterly line of said Lot 8066 and the Easterly line of said record 3.3551 Acre Parcel;

4) South 22 deg. 05' 07" East, 15.62 feet along said Easterly line of said Lot 8066 and said Easterly line of said record 3.3551 Acre Parcel to the place of beginning.

Containing 0.015 acre, more or less.

FURTHER EXCEPTING THE FOLLOWING:

Situated in the City of Mansfield, County of Richland and State of Ohio:

And known as being a part of Lot 8066 of the consecutively numbered lots in said City as recorded in Plat Volume 12, Page 1, also being part of a record 3.3551 Acre Parcel conveyed to UBC Mansfield LLC, a Washington limited liability company by Official Records Volume 1420, Page 479 and Official Records Volume 1468, Page 591 and bounded and described as follows:

Commencing at a iron pin set and being 30.00 feet left of and at right angles to centerline of right of way of Orange Street station 9+24.83, Project RIC-ORANGE ST., being in the existing North right of way line of Orange Street, being the Southeasterly corner of said Lot 8066 and being the Southeasterly corner of said record 3.3551 Acre Parcel;

Thence North 22 deg. 05' 07" West, 15.62 feet along the Easterly line of said Lot 8066 also being along the Easterly line of said record 3.3551 Acre Parcel to an iron pin set, said iron pin being 45.00 feet left of and at right angles to centerline of right of way of Orange Street station 9+20.46 and being the true place of beginning;

Thence with the following Three Courses:

1) South 84 deg. 10' 00" West, 35.58 feet to an iron pin set and being 45.00 feet left of and at right angles to centerline of right of way of Orange Street station 8+84.88;

2) North 04 deg. 04' 45" West, 110.51 feet to an iron pin set and being 155.46 feet left of and at right angles to centerline of right of way of Orange Street station 8+88.26 being in the Easterly line of said Lot 8066 and being in the Easterly line of said record 3.3551 Acre Parcel;

3) South 22 deg. 05' 07" East, 115.06 feet along said Easterly line of said Lot 8066 and said Easterly line of said record 3.3551 Acre Parcel to the true place of beginning.

Containing 0.045 acre, more or less.

EXHIBIT B
to
Special Warranty Deed

PERMITTED ENCUMBRANCES

1. [All exceptions from title commitment will be inserted.]

2. Rights or claims of parties in possession, or claiming possession, other than Grantor not shown by the public records, and any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land and matters relating to the questions of survey, rights of parties in possession, and unrecorded lien rights for labor and material, if any.

EXHIBIT C

TRANSFEROR'S CERTIFICATION OF NON-FOREIGN STATUS

To inform _____ ("**Transferee**"), that withholding of tax under Section 1445 of the Internal Revenue Code of 1986, as amended ("**Code**"), will not be required upon the transfer of certain real property to the Transferee by UBC MANSFIELD LLC, a Washington limited liability company ("**Seller**") that is the wholly owned subsidiary of **LAIRD NORTON REAL ESTATE INC.**, a Washington corporation. Because Seller is a disregarded entity, Laird Norton Real Estate Inc. is executing this Certification and is, solely for the purpose of this Certification, the "**Transferor**" hereunder. Transferor hereby certifies as follows:

1. Transferor is not a foreign corporation, foreign partnership, foreign trust, foreign estate or foreign person (as those terms are defined in the Code and the Income Tax Regulations promulgated thereunder);
2. Transferor's U.S. employer or tax (social security) identification number is _____;
3. Transferor is not a disregarded entity as defined in Income Tax Regulations §1.1445-2(b)(2)(iii); and
4. Transferor's office address is:_____.

Transferor understands that this Certification may be disclosed to the Internal Revenue Service by Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both. Transferor understands that Transferee is relying on this Certification in determining whether withholding is required upon said transfer.

Transferor hereby agrees to indemnify, defend and hold harmless Transferee from and against any and all obligations, liabilities, claims, losses, actions, causes of action, rights, demands, damages, costs and expenses of every kind, nature or character whatsoever (including, without limitation, reasonable attorneys' fees and court costs) incurred by Transferee as a result of: (i) Transferor's failure to pay U.S. federal income tax which Transferor is required to pay under applicable U.S. law; or (ii) any false or misleading statement contained herein.

DATE: _____, 20__.

TRANSFEROR:

LAIRD NORTON REAL ESTATE INC.,
a Washington corporation

By: _____
Name: _____
Title: _____

EXHIBIT D
SELLER'S DUE DILIGENCE DOCUMENTS

Phase I Environmental Site Assessment Report from SME dated August 28, 2017

Property Specific Risk Assessment from SME dated August 28, 2017

Environmental Investigation and Remedial Action Summary Report from GeoEngineers dated August 24, 2012

ALTA Survey from Edward A. Van Horn dated July 20, 2004

ALTA Survey from Edward A. Van Horn dated October 28, 2004