

MASTER PURCHASE AND SALE AGREEMENT

This Master Purchase and Sale Agreement (this “Agreement”), by and between [**Name of Counterparty**], with its principal place of business at [**ADDRESS**] (referred to as “[**Counterparty**]”) and Koch Pulp & Paper Trading, LLC, having its principal place of business at 4111 E. 37th Street North, Wichita, KS 67220 (referred to as “KPPT”), is effective as of [DATE] (the “Effective Date”). [**Counterparty**] and KPPT are each referred to as a “Party” hereunder and collectively as the “Parties”.

1. Application. Each of the Parties may desire to purchase lumber (“Product”) from and/or sell Product to the other Party from time to time on or after the Effective Date. The purchaser in any such transaction shall be referred to herein as the “Buyer”, and the seller in any such transaction shall be referred to herein as the “Seller”. This Agreement will apply to all transactions by and between [**Counterparty**] and KPPT after the Effective Date pursuant to which Buyer purchases Product from Seller and Seller sells Product to Buyer (each, a “Transaction”). The Parties each hereby acknowledge that entering into this Agreement does not bind either Party to enter into any Transaction, but to the extent that the Parties do mutually desire to enter into one or more Transactions after the Effective Date that each such Transaction shall be governed by the terms of this Agreement.

Each Transaction by and between the Parties will be evidenced by a Transaction Confirmation containing the quantity, price and grade of Product to be sold by Seller and purchased by Buyer (a “Transaction Confirmation” and, together with this Agreement, the “Contract”). Each Transaction Confirmation shall also include the mode of transportation for the Product, the requested delivery date, the required origin of the Product and the destination to which the Product is to be delivered. **Seller hereby acknowledges that once Buyer delivers a proposed Transaction Confirmation to Seller by email to (in case [Counterparty] is Seller) [[Counterparty] to insert contact] or (in case KPPT is Seller) [KPPT to insert contact], Seller shall have three business days to either accept or reject such proposed Transaction Confirmation. If Seller does not reject a proposed Transaction Confirmation by email to (in case [Counterparty] is Buyer) [[Counterparty] to insert contact] or (in case KPPT is Buyer) [KPPT to insert contact] prior to 5:00 pm Central (U.S.) time on the third business day following the delivery of the proposed Transaction Confirmation by Buyer, such proposed Transaction Confirmation shall be deemed accepted, and each of Buyer and Seller shall be bound under the terms of the resulting Contract.**

2. Term. This Agreement shall be effective as of the Effective Date and shall continue in effect thereafter until terminated by either Party upon 30 days advance written notice to the other Party hereto. For the avoidance of doubt, in the event of such termination this Agreement will continue to govern any Transaction entered into by the Parties prior to the effective date of such termination until such time as all obligations of each Party under the Contract with respect to any such Transaction have been fully performed or waived.

3. Quality/Specifications; Inspection. All Product shall be bright clean stock produced under normal industry standards. All Product shall contain a grade stamp and mill number and meet or exceed the standards of the National Lumber Grades Authority, the Canadian Lumber Standards Accreditation Board, the Canadian Wood Council and the American Lumber Standard Committee for the relevant grade of Product.

All Product shall be received subject to Buyer's inspection and rejection for non-conformance. Buyer's failure so to inspect shall be deemed a waiver of any right to inspect and shall constitute an unqualified acceptance of such goods. If Buyer has any complaints or objections to the quantity or quality of the goods sold hereunder, Buyer shall notify Seller promptly by telephone and give Seller an opportunity to investigate. Failure to notify Seller of such complaints or objections within a commercially reasonable period from time of delivery shall be a waiver of any defects by Buyer. Properly rejected goods will be returned or disposed of according to Seller's instructions and at Seller's expense. The net proceeds of any such dispositions will be credited to Seller's account.

4. Delivery. Product will be shipped to the destination set forth in the Transaction Confirmation in railcars or trucks, as specified in the Transaction Confirmation, provided by Seller. Deliveries shall be made in quantities and at times mutually agreed to by the Parties. All costs, fees and expenses of transporting the Product to the requested destination including, without limitation, the railroad or truck tariff, loading expenses, track storage charges or fuel surcharges, as applicable, shall be the responsibility of the Party responsible for transportation of the Product to the requested destination in accordance with the relevant delivery term (INCOTERMS® 2020) set forth in the Transaction Confirmation.

Buyer shall endeavor to unload the Product from railcars or trucks, as applicable, at the requested destination based on a schedule mutually agreed upon by Buyer and Seller. Buyer shall be responsible for any actual, documented demurrage or other charges incurred by Seller or its subcontractors at the requested destination resulting from Buyer's failure to unload Product in accordance with the mutually agreed schedule.

5. Payment. Payment of the undisputed invoiced amount shall be made by direct wire transfer to a bank account designated by Seller within 15 days of the date of Seller's invoice. Buyer shall be entitled to a 1% discount on the full invoiced amount if such payment is made to Seller within 10 days of the date of Seller's invoice. If a payment is otherwise due on a Saturday, Sunday or bank holiday, the payment shall be due on the following business day.

6. Credit Terms. Seller may, from time to time, demand different terms of payment from those referred to in Section 5 hereof whenever it appears to Seller, in its reasonable discretion, that Buyer's financial condition requires such a change. Further, Seller may demand assurance of Buyer's ability to pay whenever to Seller, in its reasonable discretion, determines that such ability is in doubt. Any such adequate assurance shall be in the form and amount requested by Seller in its reasonable discretion. Such assurance may, at the option of Seller, include, without limitation, any of the following or any combination of the following: (i) the required posting of a letter of credit as security for payment and performance (in a format and issued by a commercial bank acceptable to the requesting Party); (ii) cash prepayments; or (iii) corporate guarantee. ANY SUCH DEMAND SHALL BE IN WRITING, AND SELLER MAY, UPON THE MAKING OF SUCH DEMAND, SUSPEND SHIPMENTS HEREUNDER UNTIL WRITTEN ACCEPTANCE OF DIFFERING PAYMENT TERMS OR RECEIPT OF ASSURANCE OF FINANCIAL ABILITY IN A FORM ACCEPTABLE TO SELLER, WHICHEVER HAS BEEN REQUESTED, HAS BEEN RECEIVED BY SELLER. If within the period stated in such demand Buyer fails or refuses to agree to such different terms of payment or fails or refuses to give adequate assurance of ability to pay, Seller may, at its option, treat such failure or refusal as a repudiation of the portion of this Agreement which has not been fully performed.

7. Title Transfer. Except to the extent inconsistent with the delivery terms set forth in the Transaction Confirmation, title and risk of loss shall pass from Seller to Buyer as the Product is placed at the disposal of Buyer on the arriving means of transportation ready for unloading at the requested destination set forth in the Transaction Confirmation. In the event of a conflict, (i) the delivery term set forth in Transaction Confirmation will prevail, (ii) transfer of risk of loss shall be governed by INCOTERMS® 2020, and (iii) title to the Product will transfer simultaneously with risk of loss.

8. Price. The purchase price for all Product purchased hereunder will be set forth in the Transaction Confirmation(s).

9. Taxes and Duties. Seller shall pay and be responsible for all taxes, duties, governmental charges and any other impositions of whatever kind or nature imposed upon the manufacture, handling, transportation or sale of the Product covered under the Contract. The amount of any tax, fee, duty, levy or any other charge imposed by any government or agency thereof upon the Products sold hereunder after title and risk of loss to the Product passes from Seller to Buyer shall be borne by Buyer.

10. Default. In the event of a material default in the performance of any duty or obligation of a Party under the Contract, or in the event either Party becomes insolvent before satisfaction of any payment obligation hereunder, then, in any such event, the non-defaulting Party may at its option and without limitation, (a) terminate the Contract forthwith and without notice, (b) withhold any payment due to the defaulting Party hereunder, (c) withhold or refuse any delivery of goods hereunder, or (d) offset and deduct from any payment or delivery of goods due hereunder against any payment or delivery of goods due from such Party hereunder. Should legal proceedings be instituted in connection with the performance of the Contract, all court costs, attorneys' fees, and other expenses incurred by the prevailing Party (as determined by a court of competent jurisdiction) incident to such proceedings shall be borne by the other Party hereto.

11. Replacements. Should Seller default in whole or in part as to quantity or quality under this Contract, Buyer shall have the right to acquire suitable replacement products and charge any loss or damage caused by such default to Seller.

12. Warranties. The Seller warrants that (a) all Product delivered pursuant to the Contract will conform to the specifications or descriptions furnished or specified; and (b) Seller will convey good and marketable title to all Product sold hereunder and that such goods will be conveyed free from any security interest, lien or encumbrance. EXCEPT AS EXPRESSLY SET FORTH HEREIN, SELLER EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY WITH RESPECT TO CONFORMITY TO SAMPLES, MERCHANTABILITY, OR SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

13. Force Majeure. If, because of Force Majeure, a Party hereto is unable to carry out any of its obligations hereunder (the "Declaring Party"), then the obligations of the Declaring Party shall be suspended to the extent made necessary by and during such Force Majeure's continuance. "Force Majeure" means any cause(s) not reasonably within the control, and without the fault or negligence, of the Party affected thereby, which wholly or partly prevents or interferes with the performance by that Party of its obligations. Force Majeure includes, without limitation, the

event of war, acts of terrorism or sabotage, fire, flood, strike, labor trouble from whatever cause arising and whether or not the demands of the employees are reasonable and within the Party's power to concede, accident, riots, acts of God, compliance with an order or request of any federal, state or local government unit, or any officer, department, agency, or committee thereof (except to the extent such order or request arises from the failure of the Declaring Party to comply with applicable law) and any other event or contingencies of like or different character beyond the reasonable control of the Declaring Party, that, in each case, interferes with the ability of the Declaring Party to perform its obligations hereunder. Force Majeure specifically excludes Seller's ability to sell the Product to a market at a more advantageous price or Buyer's ability to buy the Product from another party at a more advantageous price. Notwithstanding the foregoing, the non-availability of financing, lack of funds or change(s) in the financial condition of the Buyer or the Seller shall not be considered Force Majeure. The Declaring Party shall give the other Party prompt written notice of such claim with reasonably full particulars concerning it, including its expected duration. The Declaring Party shall not be required to settle strikes, walkouts, or other labor difficulties contrary to its wishes, and the handling of all such difficulties shall be entirely within the discretion of the Party concerned. Any goods not received due to a Force Majeure shall be eliminated from the Contract. If a Party declares Force Majeure, and such Force Majeure lasts for 60 days or more, the non-declaring Party may, at its option, cancel the Contract without any further liability on the part of either Party.

14. Assignment. The rights and duties of this Contract are not assignable or transferable by either Party without the prior written consent of the other Party hereto, which consent shall not be unreasonably withheld.

15. Waiver. Waiver by a Party of any breach of the terms and conditions hereof shall not be construed as a waiver of any other or continuing breach.

16. Netting of Payments. If the Parties are each required to pay an amount on the same day or within the same month under this Contract and/or any other contract between the Parties under which payment is due and payable on such day or during such month, then, upon notice from one Party to the other, the Parties shall discharge their obligations to pay through netting, in which case the Party owing the greater aggregate amount under this Contract and such other contract(s) shall pay to the other Party the difference between the amounts owed. Each Party reserves to itself all rights, setoffs, counterclaims, combinations of accounts, liens and other remedies and defenses (to the extent not expressly herein waived or denied) which such Party has or may be entitled to arising from or out of this Contract or any other contract. All outstanding obligations to make payment under this Contract and any other contracts between the Parties may be set off or recouped there from.

17. Indemnification. To the fullest extent permitted by law, each Party hereby agrees to defend, indemnify and hold harmless the other Party, its respective shareholders, partners, members, managers, directors, officers, employees and agents (collectively, the "Indemnified Parties"), from and against all claims, strict liability claims, demands, causes of action, judgments, liability and associated costs and expenses, including reasonable attorney's fees and expenses, arising from or as a result of such Party's breach of any representation, warranty or covenant hereunder. The indemnification obligations set forth in this paragraph shall survive the termination of the Contract for any reason.

18. Electronic Transactions. The Contract may be digitally copied and stored on computer tapes and disks (the "Imaged Agreement"). The Imaged Agreement (once digitally regenerated to

paper form), an automated facsimile form, and all computer records of the foregoing, if introduced as evidence in any judicial, arbitration, mediation or administrative proceedings, will be admissible as between the Parties to the same extent and under the same conditions as other business records originated and maintained in documentary form and neither Party shall object on the basis that such business records were not originated or maintained in documentary form under any rule of evidence.

19. Limitation on Damages. Neither Buyer nor Seller shall be entitled to recover incidental, consequential, special or punitive damages for any losses, costs, expenses, liabilities and damages (including, but not limited to, loss of profits, expenses of operation, down time, construction of work, damages to property, bodily injury or death, any liabilities to a Party's customers or other third parties, and all other special or consequential damages) whether direct or indirect and whether or not resulting from or contributed to by the default or negligence of the other Party hereto, its agents, employees, or subcontractors under this Contract. EACH OF BUYER'S AND SELLER'S LIABILITY AND EXCLUSIVE REMEDY FOR ANY CAUSE OF ACTION ARISING OUT OF THIS CONTRACT IS EXPRESSLY LIMITED TO, AS APPLICABLE, EITHER (i) REPLACEMENT OF NON-CONFORMING PRODUCT AT THE DELIVERY POINT SPECIFIED IN THE SALES ACKNOWLEDGMENT OR (ii) A PAYMENT NOT TO EXCEED THE PURCHASE PRICE FOR THE PRODUCT.

20. Compliance. Each Party shall comply fully with all applicable laws and regulations in its performance of this Contract. Notwithstanding any other provision of this Contract, neither Buyer nor Seller shall be required to take or refrain from taking any action impermissible or penalized under any applicable laws. Seller represents and warrants that in compliance with the Lacey Act, 16 U.S.C. 3371 et. seq (the "Lacey Act"), all wood, wood fiber, chips, or other plants, plant products or derivatives thereof (collectively, "Plants") comprising all or part of, or an ingredient in, the Product were harvested, taken, possessed, transported and sold in compliance with the laws of the countries in which the Plants were harvested, taken, possessed, transported or sold. For Plants sourced in the United States, such laws include all federal, state and other applicable laws. If requested by Buyer, Seller shall provide Buyer access to such personnel and/or documentation reasonably necessary to confirm compliance with the Lacey Act

21. Confidentiality. Except as may be agreed to in writing by the other Party hereto, or as may be necessary to perform its obligations herein, each Party shall maintain in confidence all information to be disclosed in connection with the Contract. Unless disclosure is required by law, in which event the disclosing Party shall give other Party hereto prompt notice of such requirement and cooperate in obtaining confidential treatment of same, neither Buyer nor Seller shall disclose such information other than to its employees with a need to know such information in connection with performance under the Contract, and such employees shall be advised of the confidential nature of such information. Buyer and Seller shall take all proper precautions to prevent such information from being acquired by any unauthorized person.

22. No Third Party Beneficiaries. The Contract is solely for the benefit of, and shall inure to the benefit of, the Parties, and, except for the indemnification provision in Section 17, shall not otherwise be deemed to confer upon or give to any third party any right, claim, cause of action or other interest herein.

23. Governing Law. The terms and provisions hereof, and all matters arising hereunder or in connection herewith, shall be construed in accordance with the laws of the State of Delaware,

without application of its conflict of laws rules and without application of the United Nations Convention on Contracts for the International Sale of Goods (1980). Any suit, action claim or proceeding between Buyer and Seller relating to the Contract shall be commenced and maintained exclusively in the state courts located in Delaware or in the United States District Court for the District of Delaware. BUYER AND SELLER EACH WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION, CLAIM OR PROCEEDING RELATING TO THE CONTRACT.

24. Entire Agreement. The terms and conditions set forth in this Agreement and the relevant Transaction Confirmations constitute a complete and exclusive statement of agreement between the Parties hereto.

25. Miscellaneous. No usage of trade or prior course of dealing or performance between Buyer and Seller shall be deemed to modify the terms of the Contract. Any provisions of the Contract which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability but shall not invalidate or render unenforceable such provisions in any other jurisdiction. To the extent permitted by applicable law, the Parties hereby waive any provision of law which renders any provision hereof prohibited or unenforceable in any respect. Seller and Buyer are independent contractors only and are not partners, joint ventures, master/servant, principal/agent or involved herein as parties to any other similar legal relationship with respect to the transactions contemplated under the Contract or otherwise.

The terms and conditions set forth herein are agreed and accepted by the Parties as of the date set forth below:

[SELLER]

[BUYER]

By: _____
Name:
Title:
Date:

By: _____
Name:
Title:
Date: