

**TO: TERRAPOINTE LLC  
c/o: COLLIER'S INTERNATIONAL NATURAL RESOURCE GROUP  
626 COLUMBIA STREET NW, SUITE 1A  
OLYMPIA, WASHINGTON 98501**

**ATTENTION: OLYMPIC PENINSULA PORTFOLIO**

**DUE: 3:00 P.M. PST, FRIDAY, APRIL 18, 2008**

In accordance with the instructions provided herein and in the Request For Offers package, the undersigned (insert name) \_\_\_\_\_ a(n) (insert entity type) \_\_\_\_\_ (“Bidder”) hereby offers to purchase the land and timber situated in Jefferson and Clallam Counties for the amount shown immediately hereafter:

Hoko River Tract 1	\$ _____ (bid in \$US)	Big River Tract 1	\$ _____ (bid in \$US)
Hoko River Tract 2	\$ _____ (bid in \$US)	Big River Tract 2	\$ _____ (bid in \$US)
Hoko River Tract 3	\$ _____ (bid in \$US)	Big River Tract 3	\$ _____ (bid in \$US)
Hoko River Tract 4	\$ _____ (bid in \$US)	Big River Tract 4	\$ _____ (bid in \$US)
Umbrella Creek Tract 1	\$ _____ (bid in \$US)	East Pysht Tract 1	\$ _____ (bid in \$US)
Umbrella Creek Tract 2	\$ _____ (bid in \$US)	East Pysht Tract 2	\$ _____ (bid in \$US)
Umbrella Creek Tract 3	\$ _____ (bid in \$US)	East Pysht Tract 3 AND 4	\$ _____ (bid in \$US)
Umbrella Creek Tract 4	\$ _____ (bid in \$US)	East Pysht Tract 5	\$ _____ (bid in \$US)
Umbrella Creek Tract 5	\$ _____ (bid in \$US)	Anderson Creek Tract 1	\$ _____ (bid in \$US)
Clallam Bay	\$ _____ (bid in \$US)	Anderson Creek Tract 2	\$ _____ (bid in \$US)

Bidder contingencies, if any:

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

Each of the Tracts of real property identified above as Big River Tracts 1 through 4, Hoko River Tracts 1 through 4, East Pysht Tracts 1 through 5, Umbrella Creek Tracts 1 through 5 and Anderson Creek Tracts 1 through 2, are referred to as a “Tract”. The term “the Property” in this Bid Form and in the Purchase and Sale Agreement shall mean the Tract(s) on which Bidder is the successful bidder.

**INITIAL AND CHECK ONE:**

Initials \_\_\_\_\_  Bidder has read and understands and accepts the terms and conditions contained in the Purchase and Sale Agreement provided in the Request for Offers Package, and submits this offer with no contingencies or modifications to the Purchase and Sale Agreement.

Initials \_\_\_\_\_  Bidder has read and understands and accepts the terms and conditions contained in the Purchase and Sale Agreement provided in the Request for Offers Package, and submits this offer contingent upon Seller's acceptance of the attached proposed modifications to the Purchase and Sale Agreement.

The Bidder acknowledges that TerraPointe LLC is the Seller. Upon the acceptance of an offer (or any portion thereof) by Seller, the accepted bidder shall be notified by Seller and asked to execute the purchase and sale agreement (the "Purchase and Sale Agreement") included herein, with any modifications agreed to and accepted by Seller and the accepted bidder, within two (2) business days of its delivery to the accepted bidder. Within two (2) business days of executing the Purchase and Sale Agreement, the accepted bidder shall instruct Colliers International Natural Resource Group to deposit into escrow that portion of the Bid Deposit that is equal to five percent (5%) of the accepted offer amount (the purchase price under the Purchase and Sale Agreement) as earnest money (the "Earnest Money Deposit") under the Purchase and Sale Agreement. Colliers Natural Resource Group shall refund the balance, if any, of the accepted bidder's Bid Deposit if the Bid Deposit is more than the Earnest Money Deposit required under the Purchase and Sale Agreement. The Earnest Money Deposit will be credited toward the purchase price at closing.

If Bidder's offer is accepted by Seller, Bidder and Seller shall execute all instruments and documents, undertake all actions pursuant to the provisions of the Purchase and Sale Agreement, and use their best efforts in order to consummate the purchase. If Bidder fails to complete the purchase of the Property in accordance with the Purchase and Sale Agreement and without legal excuse, Bidder will be in default. Any default on the part of Bidder shall release Seller from its obligation to sell the Property to Bidder and the earnest money deposit made by Bidder shall be forfeited to Seller as the sole and exclusive remedy available to Seller for such failure. Bidder agrees that the amount of the earnest money deposit is a reasonable estimate, under the circumstances existing on the date Bidder's bid is accepted by Seller, of what Seller's damages would be in the event of a default by Bidder and is in no way intended to act as a penalty to Bidder.

Bidder warrants that it has submitted this bid based solely on its own due diligence investigation which includes, but is not limited to, inspection of the Property, investigation of the economic and legal consequences of owning the Property, and the impact of all government regulations and submits this offer based solely upon its own independent judgment. In signing this Bid Form, Bidder also acknowledges and accepts the DISCLAIMER as presented in the Request for Offers Package. Bidder acknowledges that Seller reserves the right, in its sole discretion, to reject any and all bids (including Bidder's bid), or any part thereof, waive technical defects in bidding, and accept the bid deemed most beneficial to Seller. Neither Seller nor Bidder shall be obligated to the other unless and until Bidder's bid is accepted (in whole or in part) in writing by Seller.

The party signing this Bid Form warrants that he/she has the authority to bind Bidder.

DATED effective this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

Name of Bidder: \_\_\_\_\_

Signature: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_