

**AMENDED AND RESTATED  
FUNDRAISING AND CONTRIBUTION AGREEMENT BETWEEN  
WESTERN RIVERS CONSERVANCY AND  
WESTERN RIVERS FORESTRY**

WHEREAS Western Rivers Conservancy ("WRC"), an Oregon nonprofit corporation, and Western Rivers Forestry, a California nonprofit public benefit corporation ("WRF") entered into a Fundraising and Contribution Agreement effective as of December 6, 2013;

WHEREAS, WRC is a corporation exempt from taxation under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code") whose exempt purpose is to acquire and convey title to lands, or interests in land, for the purpose of conserving the natural and scientific features of those lands for the benefit of the general public;

WHEREAS, WRF is a corporation exempt from taxation under Section 501(c)(3) of the Code whose mission is to operate exclusively for the benefit of, to perform the functions of, and to carry out the purposes of WRC;

WHEREAS, WRF, in furtherance of its exempt purpose has acquired and is acquiring certain additional real estate and improvements thereon located in Del Norte and Humboldt Counties in California (the "Property") in an effort to conserve the ecosystem on the Property for fish, wildlife and people;

WHEREAS, in order to finance the acquisition of, and the operations on, the Property, WRF has obtained certain loans in the aggregate original principal amount of \$11,712,000 and will obtain certain additional loans in the aggregate original principal amount of \$12,000,000 (the "Loans"), which Loans shall be secured by the Property;

WHEREAS, it is in the best interests of both WRF and WRC to ensure that WRF has sufficient funds to finance the holding and maintaining of the Property, including funds to pay operating costs including debt service on the Loans; and

WHEREAS, WRC and WRF plan to work together to raise charitable contributions to further their respective missions.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein set forth, WRC and WRF do hereby agree as follows:

**1. Fundraising Campaign.**

1.1 The parties agree to conduct a joint fundraising campaign (the "Campaign") for the benefit of WRF that shall terminate January \_\_, 2045, unless terminated sooner in accordance with this Agreement.

1.2 Either party may terminate this Agreement by providing five (5) days written notice following the date in which the outstanding balance of the Loans are paid in full.

## **2. Cooperation.**

2.1 The parties will cooperate with each other in all aspects of the Campaign. Such cooperation will include, for example, joint development of fundraising strategy, joint development of brochures or other informational material regarding the Campaign, and coordination of schedules to allow for joint meetings with donors.

2.2 Donor Identification. Each party will work to identify potential donors to the Campaign. Prior to contacting any donor (including, among others, local or national foundations, corporations or other businesses, individuals or private foundations, or any government entity), each party will notify the other of the donors it plans to contact and will share any materials, such as letters and any supporting information, that it plans to distribute to or share with such potential donors.

2.3 Meetings. Upon reasonable notice, each party shall make its philanthropic personnel available for telephone conferences, or, where geographically reasonable, in-person conferences on a regular basis to ensure that the Campaign is adequately supported. WRC support will include availability of WRC personnel for meetings with important donor prospects, regular status updates with WRF personnel, regular communication to discuss and adjust Campaign strategy, and research on prospects, individuals, foundations, and other funding sources.

2.4 Costs. Except in connection with the event as described in Section 2, each party will bear its own costs related to the Campaign.

2.5 WRC shall indemnify and hold harmless WRF, its affiliates, successors and assigns, and their respective shareholders, employees, officers, directors, members and agents from and against any and all losses, claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees) incurred or suffered by any of the indemnified parties in connection with or arising out of WRC's breach of this Agreement or failure to comply with the statutory requirements for charitable solicitations for which WRC has contractual or statutory responsibility. This duty of indemnity shall survive for three (3) years after the termination of this Agreement.

2.6 WRF shall indemnify and hold harmless WRC, its affiliates, successors and assigns, and their respective shareholders, employees, officers, directors, members and agents from and against any and all losses, claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees) incurred or suffered by any of the indemnified parties in connection with or arising out of WRF's breach of this Agreement or failure to comply with the statutory requirements for charitable solicitations for which WRF has contractual or statutory responsibility. This duty of indemnity shall survive for three (3) years after the termination of this Agreement.

## **3. Fundraising Distributions and Contributions.**

3.1 All donations made in connection with the Campaign shall be made payable to WRC. WRC shall issue receipts to donors as required. WRC shall hold the funds received as part of the Campaign for the benefit of WRF.

3.2 Within ten (10) days after receiving a statement from WRF that specified funds are required by it to pay any of its costs, including debt service on the Loans, within the next thirty (30) days, WRC shall forward to WRF the amount of funds needed, as specified by WRF in its statement. Such monies shall be accompanied by an accounting showing the total funds raised under the Campaign (less any deductions therefrom) included in the amounts so forwarded. Funds forwarded by WRC in excess of the net amounts raised under the Campaign shall constitute a capital contribution by WRC to the capital of WRF, which contribution shall be returned to WRC once it is determined that WRF has cash in its possession in excess of the amount it needs to fund its expenses for a period of ninety (90) days or more. The California Wildlife Conservation Board shall be a third party beneficiary with respect to the obligations set forth in this Section 3.2.

4. **Default.** In the event that either party defaults on any of its obligations under this Agreement, the parties agree that no such default will be effective until thirty (30) days after the non-defaulting party gives written notice of the default to the defaulting party. The notice of default shall state clearly the respect in which the non-defaulting party is deemed to be in default under this Agreement. Upon receipt of such notice, the defaulting party shall have thirty (30) days to cure such default. In the event such party fails to cure such default within such 30-day period, representatives of the two parties will meet to try to resolve the matter. If these representatives are unable to resolve the matter within ten days, then the default shall become effective, and the non-defaulting party shall be entitled to its damages from such default.

5. **No Third Party Beneficiary Rights.** Except as provided in Section 3.2, no third party, whether a constituent of WRF or otherwise, may enforce or rely upon any obligation of, or the exercise of or failure to exercise any right of, WRF or WRC in this Agreement. This Agreement is not intended to create any rights of a third party beneficiary.

6. **Governing Law and Jurisdiction.** This Agreement shall be construed and enforced in accordance with the laws of the State of California without giving effect to its conflict of law provisions. The parties agree that any action to enforce the terms of this Agreement shall be brought in the state and federal courts located in Sacramento County, California and the parties hereby waive any objections to the jurisdiction or proper venue of such courts.

7. **Amendments.** This Agreement may be altered, amended, changed, or modified only by agreement in writing executed by WRC and WRF.

8. **Section Headings.** The section headings shall not be treated as part of this Agreement or as affecting the true meaning of the provisions hereof.

9. **Assignment.** This Agreement shall not be assigned by either party without the prior written consent of the other party, provided the parties hereby acknowledge and consent to the collateral assignment of this Agreement by WRF to LCD New Markets Fund XVIII, LLC, a Delaware limited liability company, as security for the Loan, pursuant to that certain Collateral Assignment of Contracts, Ancillary Documents and Other Rights, dated on or about the date hereof.

10. **No Waiver.** No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision. Nor shall such waiver constitute a continuing waiver unless otherwise expressly stated.

11. **Notices.** All notices required or permitted by this Agreement shall be in writing and shall be sent by nationally-recognized overnight courier, addressed to the main office of each party (except that a party may from time to time give notice changing the address for this purpose). A notice shall be effective on the date delivered by a nationally-recognized overnight courier.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**WESTERN RIVERS CONSERVANCY,**  
an Oregon nonprofit public benefit corporation

By: \_\_\_\_\_  
Name: Sue Doroff  
Title: President

**WESTERN RIVERS FORESTRY,**  
a California nonprofit public benefit corporation

By: \_\_\_\_\_  
Name: Sue Doroff  
Title: President