

ACCESS PERMIT

THIS ACCESS PERMIT (“Permit”) is made and entered into this ____ day of March, 2022, by and between **System Global Timberlands, LLC**, (“**Landowner**”), acting by and through its Manager, Manulife Investment Management Timberland and Agriculture Inc., (“**MIM**”), whose address is 616 Highway 395, Colville, WA 99114, and **United States Department of the Interior, Bureau of Land Management (BLM) and their representatives**, (“**Permittee**”), whose address is North 1103 Fancher Rd., Spokane Valley, WA 99212. This Permit provides for services to be conducted on certain land (the “**Managed Land**”) owned by Landowner and managed by MIM. This Permit consists of the terms and conditions set forth following the signatures of Landowner and Permittee (individually, a “**Party**” and collectively, the “**Parties**”) listed below.

LANDOWNER

PERMITTEE

SYSTEM GLOBAL TIMBERLANDS, LLC,
a Virginia limited liability company

Bureau of Land Management (BLM) and their
Representatives

By: Manulife Investment Management
Timberland and Agriculture Inc, its Manager

By: _____

By: _____
Title: _____

Title: _____

Address: 13950 Ballantyne Corp. Pl. Suite 150
Charlotte, NC 28277
Phone: 704-540-4100

EXHIBITS:

- Exhibit A: Description of the Premises
- Exhibit B: Map of the Premises
- Exhibit C: Description of Permittee’s
Operations
- Exhibit D: Insurance Requirements

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. GRANT

Landowner does hereby grant to Permittee, non-exclusive permission to use certain roads constructed on the land described in Exhibit A (the “**Premises**”), and shown on Exhibit B attached hereto, but only as reasonably necessary in connection with conducting Permittee’s operations described in Exhibit C attached hereto (the “**Operations**”). Permittee shall give Landowner prompt written notice of its completion of the Operations.

2. TERM

The term of this Permit shall be effective on the date herein above, and shall terminate on December 31, 2025. Notwithstanding anything to the contrary herein, in the event of Permittee’s breach of any of the terms or conditions of this Permit, Landowner may immediately terminate this Permit at any time, with or without notice.

3. CONSIDERATION

For and in consideration for the rights granted under this Permit, Permittee shall pay Landowner the sum of \$500.00 upon execution of this Permit.

4. ASSUMPTION OF RISK AND LIABILITY BY PERMITTEE

Permittee acknowledges that it has inspected the Premises and is familiar with the condition thereof and is entering into this Permit with full knowledge of the state and condition of the Premises and the roads thereon, and accepts the Premises and the roads thereon “AS IS.” Neither MIM nor Landowner makes any warranty or representation as to the present or future condition, safety, or suitability of the roads for use by Permittee, the condition or use of the Premises, or the character of the traffic on any of its roads. Permittee, on behalf of itself, its employees, contractors, subcontractors, agents, invitees, licensees or other third parties performing services for Permittee on the Premises or in conjunction with the Operations or this Permit, expressly assumes all risks associated with its Operations and all activity which takes place on the Premises and the roads thereon, including, but not limited to, the use of primitive unsigned roads or trails and unstable soil conditions on or in the vicinity of the Premises, whether conducted by the Permittee, or any party associated with Permittee. Permittee understands and agrees that Landowner would not have granted this Permit without such an express assumption of all risks by Permittee.

5. INDEMNIFICATION.

5.1 Notwithstanding anything herein to the contrary, Permittee agrees to reimburse, indemnify, defend and hold harmless, **Landowner, MIM and Manulife Financial Corporation** its wholly and majority owned affiliates, and subsidiary companies and their respective officers, insurers, agents and employees (individually and collectively, the “**Indemnified Parties**”), the Premises, the Landowner’s property, and the Managed Land from any and all costs, expenses, damages, penalties, liens, charges, claims, injuries, environmental cleanup or remediation

obligations, demands or liabilities whatsoever, whether direct, contingent or consequential (including reasonable attorneys' fees and court costs) (hereinafter in this Article V referred to collectively as "**Claim**") arising out of or in any manner connected with or resulting from (i) the acts, omissions, activities, or Operations hereunder of Permittee and/or Permittee's servants, employees, subcontractors, agents, permittees, invitees, independent contractors and/or assigns ("**Permittee's Responsible Parties**"), as the case may be, (ii) any material breach of Permittee's representations and/or warranties; or (iii) the failure of Permittee to fulfill any of its covenants or agreements under this Permit, which may be suffered by the Indemnified Parties, the Premises, the Landowner's property or the Managed Land or asserted by any third party whomsoever, including, but not limited to, Permittee's Responsible Parties and governmental agencies. Permittee shall, at Permittee's own cost and expense, defend (with counsel acceptable to Landowner in its sole and absolute discretion) against any and all actions, suits or other legal proceedings that may be brought or instituted against any of the Indemnified Parties, the Premises, the Landowner's property or the Managed Land on any such Claim and shall pay or satisfy any judgment or decree that may be rendered against any of the Indemnified Parties, the Premises, the Landowner's property or the Managed Land in any such action, suit or legal proceeding which may result therefrom.

5.2 Without limiting the foregoing, in the event of assertion of any Claim against the Indemnified Parties, the Premises, the Landowner's property or the Managed Land, Permittee agrees that within three (3) days after notice from Landowner to do so, Permittee shall either cause the satisfaction, discharge or release of any such claim, or deposit with Landowner cash or a corporate surety bond conditioned on satisfaction, release or discharge of such claim, plus such additional reasonable sum as Landowner specifies in such notice for anticipated expenses of Landowner in connection with such claim, such cash deposit or surety bond to be held by Landowner until such claim is satisfied, discharged or released.

5.3 Without limiting the generality of the foregoing, Permittee assumes liability for actions brought by any of Permittee's Responsible Parties. Permittee's indemnity obligation hereunder shall not be limited by any workers' compensation, benefits or disability laws and Permittee waives any immunity that Permittee may have under any applicable industrial insurance law or act or similar workers' compensation, benefits or disability laws. The foregoing waiver was negotiated mutually by Landowner and Permittee.

5.4 Permittee releases and waives all claims against the Indemnified Parties with respect to any claim or injury arising from the Operations of Permittee under this Permit.

6. INSURANCE REQUIREMENTS

Before commencing Operations and at all times that this Permit is in effect, Permittee shall comply with the insurance requirements described in Exhibit D attached hereto.

7. COMPLIANCE WITH LAWS AND REGULATIONS

7.1 Permittee shall comply with all applicable laws, statutes, ordinances, rules and regulations of federal, state and local governments and agencies thereof, including, but not limited to, those relating to forest roads, traffic safety, wetlands, environmental protection, forest

practices, conservation practices, hazardous waste or materials, explosives, protection of threatened and endangered species, water resources, wetlands, shorelines and the prevention, suppression and control of fire, and all valid orders of federal and state officials pertaining thereto (“**Applicable Laws**”).

7.2 Permittee shall, at its sole cost and expense, be responsible for any deviations from or infractions of Applicable Laws, and shall indemnify, defend and hold the Indemnified Parties harmless for any cost, loss, liability or obligation which any party may sustain or incur by reason of the failure by Permittee to comply with any and all such Applicable Laws. In the event that Permittee receives a notice of a deviation or infraction from any governmental entity or agency, Permittee shall immediately notify Landowner and provide copies of all pertinent documentation with regard to such deviation or infraction. Permittee shall ensure that any and all subcontractors performing work, or providing materials, in conjunction with Permittee’s activities pursuant to this Permit comply with all applicable federal, state and local laws, rules and regulations. Upon request, Permittee shall provide evidence satisfactory to Landowner of Permittee’s compliance hereunder.

8. FIRE PROTECTION AND SUPPRESSION

8.1 Permittee shall use its best efforts to prevent fires from starting on or spreading, to or from the Premises or other land adjacent thereto. Permittee shall comply with all relevant federal, state and local laws and regulations, and all reasonable requests of Landowner with respect to fire prevention and control, including but not limited to, any requirements relating to fire-fighting tools in the possession of Permittee or Permittee’s employees. Permittee shall suspend Permittee’s use of any roads and/or the Premises when, in the absolute discretion of Landowner, or any state or federal forestry officials, such suspension is required because of a significant fire hazard. Permittee shall promptly notify Landowner and the appropriate government authorities upon becoming aware of any fire on or near the Premises that may spread to or threaten any part of the Premises or any other property managed by Landowner.

8.2 Permittee assumes all liability for, and agrees to indemnify and hold the Indemnified Parties harmless from and against all claims, damages, losses, penalties, suits or costs (including reasonable attorneys’ fees and court costs), in any manner arising from fire originating on the Premises or other land adjacent thereto, if such fire results from the act, omission or negligence of Permittee, its employees, subcontractors, agents, or invitees, or Permittee’s failure to comply with any provision of this Permit or any law, rule or regulation relating to fire prevention or fire suppression.

9. USE AND MAINTENANCE OF PREMISES

9.1 Permittee shall not commit or suffer to be committed any waste upon the Premises nor allow or cause the Premises to be used for any improper or unlawful purpose or for any purpose not expressly permitted under this Permit. Permittee shall pay when due all costs arising in connection with any of its activities on the Premises.

9.2 Permittee shall not cut, damage, destroy, nor otherwise remove timber, or any other natural resource, located on the Premises or otherwise belonging to the Landowner,

without Landowner's prior written consent. Such cutting, damaging or destroying of any such timber shall be considered a willful trespass. The parties agree that the damage resulting from such trespass is difficult to ascertain. As a result, Permittee shall pay to Landowner a sum equal to three times the fair market value of the timber that is cut, damaged or destroyed, together with all incidental costs sustained by Landowner on account of the cutting, damaging or destroying of such timber. The parties agree that such a fee represents a fair and reasonable estimate of the cost Landowner will incur by reason of such a trespass.

9.3 Permittee shall not conduct any road construction nor make any alterations, additions, improvements or repairs to the roads on the Premises without the prior written consent of Landowner. Prior to conducting any construction, alteration or repair, Permittee must submit the design, specifications and location of such activities to Landowner for its approval. All approved alterations, additions, and improvements will be completed free of any liens or encumbrances and in a good and workmanlike manner, in conformance with all applicable laws and regulations.

9.4 Permittee agrees to keep the roads used by the Permittee on the Premises open. Permittee shall not (i) obstruct any roads on the Premises; (ii) land any logs or other forest products alongside any road on the Premises without first obtaining Landowner's prior written consent; or (iii) load any trucks on any road on the Premises without Landowner's prior written consent.

9.5 This Permit shall be subject to, and Permittee shall comply with, the speed limits, traffic control and other regulations promulgated from time to time by Landowner or any governmental agency having jurisdiction over the Premises. Landowner may, in its absolute discretion, close any road on the Premises during periods of high fire danger or soft road conditions. Permittee shall drive safely at all times, stay to the right and be able to stop within half of Permittee's sight distance. Permittee shall at all times observe a maximum speed limit of 30 miles per hour and drive with lights on and seat belt fastened. Forest management traffic such as log trucks, rock trucks, service trucks and crew vehicles have right-of-way.

9.6 Permittee shall protect all survey monuments, witness corners, reference monuments and bearing trees on the Premises against destruction, obliteration or damage. If any monuments, corners or accessories are destroyed, obliterated or damaged by Permittee's use of the Premises, Permittee, at its sole cost and expense, shall hire a registered land surveyor to establish or record the monuments, corners or accessories, at the same location and shall record such survey in the appropriate county records.

9.7 Permittee shall conduct its activities and Operations so as to cause the least possible damage to the soil, slopes, roads and any surrounding standing timber on the Premises. Permittee shall pay and be responsible for any damage to the roads caused by its Operations which is in excess of that which would be caused through normal and prudent usage of said roads. Permittee shall at all times during its use of the Premises: (i) keep the Premises and all roads in good condition; (ii) reduce fire hazards; (iii) protect the environment and natural soil conditions; (iv) prevent siltation in the streams; and (v) avoid disturbing streambeds, both intermittent and permanent. No fires or open flame. No smoking while outside vehicle. No camping or other recreational use allowed under this permit.

9.8 All of Permittee's vehicles using roads on the Premises shall display a permit or other form of identification approved by Landowner. No gates will be blocked. Permittee will not operate any wheeled or tracked vehicle off existing roads and will not use any ATVs or off-road vehicles of any type.

10. ENVIRONMENTAL LAWS

10.1 Unless otherwise specifically authorized in writing, Permittee shall not bring onto the Premises, dispose of, or otherwise release any hazardous waste or materials or containers containing any hazardous waste or materials in, on or under the Premises or any adjacent property. As used herein, the term "hazardous waste or materials" includes any substance, waste or material designated as hazardous, toxic or dangerous by any applicable federal, state or local law, regulation, rule or ordinance, including, without limitation, petroleum products. If Permittee is permitted to bring hazardous waste or materials on the Premises by Landowner, Permittee shall (1) comply with all requirements of any constituted public authority and all federal, state, and local codes, statutes, rules and regulations, and laws, whether now in force or hereafter adopted relating to Permittee's use of the Premises, or relating to the storage, use, disposal, processing, distribution, shipping or sales of any hazardous waste or materials; (2) comply with any reasonable recommendations by the insurance carrier of either Landowner or Permittee relating to the use by Permittee on the Premises of such hazardous materials; (3) refrain from unlawfully disposing of or allowing the disposal of any hazardous materials upon, within, about or under the Premises; and (4) remove all hazardous materials from the Premises, in compliance with all applicable laws.

10.2 Permittee shall indemnify and hold harmless the Indemnified Parties and their successors and assigns from and against any and all losses, liabilities, damages, injuries, penalties, fines, costs, expenses and claims of any and every kind whatsoever (including attorney's fees and costs, expenses or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, any so-called state or local "Superfund" or "Superlien" law, or any other federal, state or local statute, law or ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous waste or materials) paid, incurred or suffered by, or asserted against, the Indemnified Parties as a result of any claim, demand or judicial or administrative action by any person or entity (including governmental or private entities) for the escape, seepage, leakage, spillage, discharge, emission or release of any hazardous waste or materials that was caused directly or indirectly by Permittee's Responsible Parties.

10.3 Unless otherwise agreed in writing, if Permittee has occasion or need to dispose of hazardous or toxic substances or wastes, Permittee will retain an independent hazardous waste disposal firm to dispose of any and all such substances at an off-site facility which has been properly approved, licensed and authorized to accept such substances. Permittee will ensure that the disposal firm is properly licensed and in good standing with the applicable regulatory authorities for such work, and has all required transporter identification numbers.

10.4 If a spill or release of oil or hazardous materials by Permittee on the Premises or land adjacent thereto occurs, Permittee will at a minimum (1) immediately notify Landowner of such spill or release, and (2) promptly comply with all federal, state and local spill notification

and response requirements, including, but not limited to, all federal and state health and safety requirements. Permittee shall also pay all costs, expenses, penalties, and damages associated with any cleanup, restoration, or mitigation related to such spill or release.

10.5 The obligations and indemnities contained in this Section shall survive the termination of this Permit.

11. TERMINATION FOR BREACH

If Permittee breaches any of its obligations under this Permit or any other agreement to which Permittee is a party with Landowner, Landowner may terminate this Permit immediately, without notice to Permittee. Upon termination under this Section 11, Landowner shall be entitled to take immediate steps to prevent Permittee from using the Premises and to remove Permittee and its equipment. The foregoing remedies shall not be deemed exclusive but shall be in addition to all other remedies available at law or in equity.

12. REMOVAL OF PROPERTY

Upon expiration or earlier termination of this Permit, Permittee shall remove all of its equipment and all materials, tools, rubbish, and all other property placed on the Premises by Permittee, and leave the same in a clean and satisfactory condition. If any equipment is not removed within thirty (30) days after the completion or earlier termination of this Permit, Landowner shall have the right to take possession of, store or otherwise remove and dispose of said equipment at the expense of Permittee. Permittee shall not dispose of waste, including, but not limited to, packaging material, whether by burning, burying or otherwise (on the Premises).

13. MISCELLANEOUS

13.1 **Survival.** All representations and warranties set forth in this Permit shall survive the expiration or termination of this Permit. All provisions of this Permit that contemplate performance after the expiration or termination of this Permit, including without limitation, the reciprocal attorneys fees provision and the waiver and indemnity provisions set forth herein, shall survive the expiration or termination of this Permit and be fully enforceable thereafter.

13.2 **Binding Effect.** The provisions of this Permit shall be binding upon and inure to the benefit of the Parties and, subject to the restrictions on assignment set forth herein, their respective successors and assigns.

13.3 **Assignment.** Permittee shall not assign any of its rights or obligations under this Permit without the consent of Landowner, which Landowner may withhold, condition or delay in its sole and absolute discretion.

13.4 **Notices.** All notices under this Permit shall be in writing and signed by a Party or its counsel. Notices may be (i) delivered personally, (ii) transmitted by facsimile, (iii) delivered by a recognized national overnight delivery service, or (iv) mailed by certified United States mail, postage prepaid and return receipt requested. Notices to any Party shall be directed to the address set forth above, or to such other or additional address as any Party may specify by notice to the other Party. Any notice delivered in accordance with this section shall be deemed given

(a) in the case of any notice transmitted by facsimile, on the date on which the transmitting Party receives confirmation of receipt by facsimile transmission, telephone, or otherwise, (b) in the case of any notice delivered by a recognized national overnight delivery service, on the day of delivery to the service, or (c) in the case of any notice mailed by certified U.S. mail, two business days after deposit therein.

13.5 **Waiver.** Any Party's failure to exercise any right or remedy under this Permit, delay in exercising any such right or remedy, or partial exercise of any such right or remedy, shall not constitute a waiver of that or any other right or remedy hereunder. A waiver of any breach of any provision of this Permit shall not constitute a waiver of any succeeding breach of such provision or a waiver of such provision itself. No waiver of any provision of this Permit shall be binding on a Party unless it is set forth in writing and signed by such Party.

13.6 **Amendment.** This Permit may not be modified or amended except by the written agreement of the Parties.

13.7 **Attorneys' Fees.** If a suit, action, or other proceeding of any nature whatsoever (including any proceeding under the U.S. Bankruptcy Code) is instituted in connection with this Permit or any instrument or agreement delivered by either Party at the Closing, or to interpret or enforce any rights or remedies hereunder or thereunder, the prevailing Party shall be entitled to recover its attorneys' fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the court at trial or on any appeal or review, in addition to all other amounts provided by law.

13.8 **Integration.** This Permit contains the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements with respect thereto. The Parties acknowledge and agree that there are no agreements or representations relating to the subject matter of this Permit, either written or oral, express or implied, that are not set forth in this Permit or in the Schedules to this Permit.

1.1 **Governing Law; Venue.** This Permit shall be governed by and construed in accordance with the laws of the state where the Managed Land is located venue for any action or proceeding shall be in any county in said state where any part of the Managed Land is located, as Landowner may elect in its sole and absolute discretion.

13.9 **Construction and Interpretation.** The headings or titles of the sections of this Permit are intended for ease of reference only and shall have no effect whatsoever on the construction or interpretation of any provision of this Permit; references herein to sections are to sections of this Permit unless otherwise specified. Meanings of defined terms used in this Permit are equally applicable to singular and plural forms of the defined terms. As used herein, (i) the terms "**hereof**," "**herein**," "**hereunder**," and similar terms refer to this Permit as a whole and not to any particular provision of this Permit, (ii) the term "**this transaction**" refers to the transaction(s) contemplated by this Permit, and (iii) the term "**including**" is not limiting and means "**including without limitation**." In the event any period of time specified in this Permit ends on a day other than a business day, such period shall be extended to the next following business day. All provisions of this Permit have been negotiated at arm's length and this Permit

shall not be construed for or against any Party by reason of the authorship or alleged authorship of any provision hereof.

13.10 **Severability.** If a court of competent jurisdiction finally determines that any provision of this Permit is invalid or unenforceable, the court's determination should not affect the validity or enforceability of the remaining provisions of this Permit. In such event, this Permit shall be construed as if it did not contain the particular provision that is determined to be invalid or unenforceable. No such determination shall affect any provision of this Permit to the extent that it is otherwise enforceable under the laws of any other applicable jurisdiction

13.11 **Execution and Authority.** This Permit may be executed in any number of counterparts, all of which together shall constitute one and the same agreement. Each Party may rely upon the signature of each other Party on this Permit that is transmitted by facsimile as constituting a duly authorized, irrevocable, actual, current delivery of this Permit with the original ink signature of the transmitting Party. This Permit shall become effective and in full force only when duly and properly executed, authorized, and delivered by the Parties hereto. Each individual who executes this Permit on behalf of a Party warrants his or her authority to do so.

13.12 **Recitals, Exhibits and Schedules.** The Recitals to this Permit and any Schedules or Exhibits attached to this Permit are incorporated herein by this reference.

13.13 **Further Assurances.** Each Party agrees to execute and deliver such additional documents and instruments as may reasonably be required to effect this transaction fully, so long as the terms thereof are consistent with the terms of this Permit.

13.14 **No Third Party Beneficiaries.** This Permit is made and entered into for the sole protection and legal benefit of the Parties and, subject to the restrictions on assignment set forth herein, their respective successors and assigns, and no other person or entity shall be a direct or indirect legal beneficiary of, or have any direct or indirect cause of action or claim in connection with, this Permit.

13.15 **Time.** If any date upon which some action, notice or response is required of any Party hereunder occurs on a weekend or national holiday, such action, notice or response shall not be required until the next succeeding business day.

13.16 **Time Is of the Essence.** Time is of the essence with respect to all terms, provisions, covenants and conditions contained in this Permit.

13.17 **Force Majeure.** "Force Majeure" means any event or condition which wholly or partially delays or prevents such Party from performing any of its obligations hereunder and is beyond the reasonable control of, and occurs without the fault or negligence of, the Party affected thereby including, without limitation, acts of God, acts of the public enemy, insurrections, riots, labor disputes, labor or material shortages, fires, explosions, floods, breakdowns of or damages to plants, equipment or facilities, interruptions to transportation, embargoes, or orders or acts of any court or government authority having jurisdiction or any military authority. If, as a result of Force Majeure, it becomes impossible or impractical for either Party to carry out its obligations hereunder (other than any obligation to pay money when

due in accordance with the terms of this Permit) in whole or in part, then such obligations shall be suspended to the extent necessary by such Force Majeure during its continuance. The Party affected by such Force Majeure shall give prompt written notice to the other Party of the nature and probable duration of such Force Majeure, and of the extent of its effects on such Party's performance hereunder. Each Party shall, in the event it experiences Force Majeure, use all commercially reasonable efforts to eliminate such Force Majeure and/or its effects on such Party's performance hereunder insofar as is practicable and with all reasonable dispatch; provided, that neither Party shall be obligated to expend monies in order to eliminate Force Majeure and/or its effects, if in such Party's sole judgment, such expenditures would be economically unjustifiable.

13.18 Joint and Several Liability. If Permittee is comprised of more than one person or entity, then each of such persons or entity shall be jointly and severally liable for the performance of Permittee's obligations under this Permit, and for any default on the part of one or more of the persons or entities comprising Permittee.

13.19 Equal Opportunity Employer. Permittee warrants that with respect to terms and conditions of employment, including but not limited to hiring, promotions, wages, hours, and fringe benefits, purchaser will not discriminate against any person on the basis of race, physical or mental handicap, creed, religion, sex, or national origin.

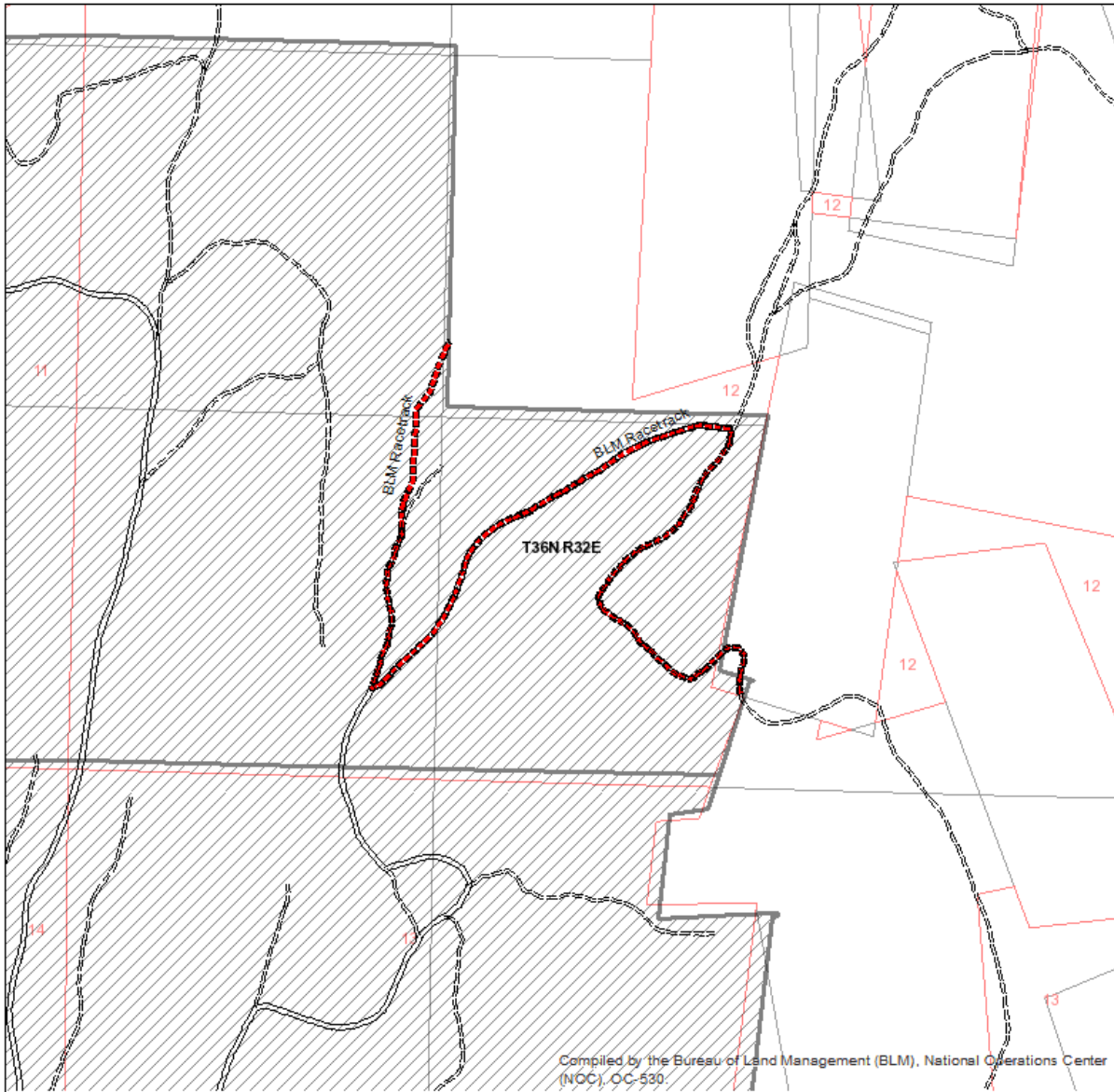
13.20 Transacting Business. Neither Party shall transact any business or carry on any work or purchase any supplies or equipment in the name of the other Party.

EXHIBIT A

Description of the Premises

Portion of South ½ of Section 12, Township 36 North, Range 32 East, W.M., Ferry County, Washington.

Exhibit B



Scale:	1:6,000
Date:	9/27/2021
Map Type:	Permit
Prepared by:	M. Bronowski

EXHIBIT C

Description of Permittee's Operations

For maintenance, use, transporting logs, and for all purposes necessary to the protection, administration, and management of Permittee's lands located in Section 12, Township 36 North, Range 32 East, W.M., Ferry County, Washington.

EXHIBIT D

Insurance Requirements

(Form 1 – Broad Form)

(a) Before commencing Services, Permittee, at its sole cost and expense, shall carry and maintain continuously throughout the term of this Permit, a policy of commercial general liability insurance insuring against the following in amounts as set forth below: operations and completed operations; independent contractors; blanket contractual liability (including liability assumed under the indemnification paragraph of this Permit); explosion; collapse; and underground damage if blasting or excavation is to be done; and automobile liability insurance covering owned, hired and non-owned vehicles (including the “pollution from autos endorsement,” ISO Form CA 99 48).

INSURANCE MINIMUM LIMITS

General Liability, Contractual and Completed Operations Coverage

Bodily Injury - **\$1,000,000** each occurrence

\$2,000,000 aggregate

Property Damage - **\$1,000,000** each occurrence

\$2,000,000 aggregate

Automobile Liability Coverage

Combined Single Limits of **\$1,000,000**

Broad Form B Logging Property Damage Coverage

With Limits of Not Less Than

\$1,000,000 each occurrence

All such policies of insurance shall name each of the Indemnified Parties as an “Additional Insured” (ISO Form 2026 1185 CG or equivalent) and contain a provision that the same shall not be canceled nor the coverage modified nor the limits changed without first giving at least thirty (30) days written notice thereof to Landowner. The aggregate insurance limits will be specific to this Permit. The coverages will be primary, exclusive of any coverage carried by the Indemnified Parties, and will be exhausted first notwithstanding that the Indemnified Parties may have other valid and collectible insurance covering the same risk. Nothing herein contained will limit the Permittee’s liability to the Indemnified Parties to the scope or the amount of the insurance coverage. Such policies of insurance shall be written by duly licensed insurance companies satisfactory to Landowner in Landowner’s sole and absolute discretion and certificates of insurance evidencing the coverage required shall be provided to Landowner by personal delivery or mail, to the address set forth on the first page of this Permit. All subPermittees and owners of vehicles or other equipment used in connection with the performance of this Permit or Permittee’s operations must also meet the same insurance requirements provided in this Exhibit, and Permittee is responsible to ensure that these requirements are met. Permittee will provide Landowner with evidence of insurance indicating Permittee’s compliance with these insurance requirements (Acord 25-S or in such other form as

Landowner may deem acceptable), together with copies of all required endorsements. In the event Permittee fails to provide Landowner with such evidence within five (5) business days after receiving such request, Landowner may immediately terminate this Permit without further action.

(b) Permittee shall also carry state or private industrial accident insurance covering Permittee and all its employees that must fully comply with State and Federal Employment and Workers' Compensation laws. Permittee's employer's liability insurance will cover Permittee and all of its employees and will have minimum limits of One Million Dollars (\$1,000,000) per occurrence. The premiums, deductibles and other costs for all insurance required under this Permit shall be the obligation of and paid for by Permittee and/or its subcontractors.