

ROAD USE PERMIT

THIS ROAD USE PERMIT ("Permit"), made and entered into as of the _____ day of _____, **2024**, by and between **BTG Pactual PNW Fund IV Reit, Inc**, a Delaware corporation ("**OWNER**"), whose address is c/o TTG Forestry Services Inc, 3606 Main St Suite 100, Vancouver WA 98663, and **Josephine County Successful Timber Sale Purchaser** ("**PERMITTEE**"), whose address is 310 W. Spruce ST., Suite 100, Montesano, WA 98563. OWNER does hereby grant to PERMITTEE, pursuant to the terms and conditions set forth herein, non-exclusive permission to use the following property: a portion **NW ¼ Section 20, (T34S - R06W), W.M. Josephine County, State of OR** more particularly depicted in Exhibit A attached hereto and incorporated herein by reference (the "Premises"), for the following purposes: Haul across existing road known as # 34-6-19.2 of approximately 100 cubic yards of rock, 2,800 MBF of logs.

This Permit is granted upon the following terms and conditions:

1. Term:

This Permit shall take effect on the **1st** day of **Month, 2024** and shall be in effect until the **31st** day of **December, 2027**, or upon the completion of PERMITTEE's operations, whichever date occurs first; provided, however, that OWNER may terminate this Permit at any time, with or without notice, in the event of PERMITTEE's breach of any of the terms or conditions hereof. PERMITTEE shall give OWNER prompt written notice of the completion of its operations. This Permit shall not be recorded.

2. Consideration:

PERMITTEE acknowledges for good and valuable consideration, the sufficiency of which is acknowledged as full consideration for this Permit, as described on the Road Use Fee Calculation attached as Exhibit B.

3. Other Provisions:

During hauling operations and upon completion of all activities PERMITTEE or its designated contractor shall perform necessary maintenance on said roads as needed to preserve and keep roadway structure to its present condition or better, as described in Paragraph 8.C.

4. Assumption of Risk and Liability by PERMITTEE:

A. PERMITTEE acknowledges that it has inspected the Premises described on Exhibit A and the roads thereon, knows the condition thereof and is entering into this Permit with full knowledge of the state and condition of the Premises and roads, and accepts the Premises and roads "AS IS." OWNER makes no warranty or representation as to the present or future conditions of the Premises, or the character of the traffic on any of its roads, and PERMITTEE, on behalf of itself, its employees, subcontractors, agents, invitees, licensees or other third parties performing services for PERMITTEE in conjunction with this Permit, expressly assumes all risks associated with all activity which takes place on or off the Premises and 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 roads and/or Premises. PERMITTEE understands and agrees that OWNER would not have entered into this Permit without an express assumption of all risks by PERMITTEE.

- B. PERMITTEE agrees to pay for all damage to the Premises or other property of OWNER resulting directly or indirectly from the negligent acts or omissions of the PERMITTEE hereunder, and shall reimburse OWNER for all costs reasonably incurred for fighting fire resulting directly or indirectly from the PERMITTEE's acts or omissions hereunder whether negligent or otherwise.
- C. PERMITTEE shall indemnify and save harmless **BTG Pactual PNW Fund IV Reit, Inc, their subsidiaries and subsidiaries thereof** and their respective properties and officers, employees, agents, permittees and licensees, herein in this paragraph included in the term "OWNER," from any and all costs, expenses, damages, penalties, liens, charges, claims, injuries, environmental cleanup or remediation obligations, demands or liabilities whatsoever (including reasonable attorneys' fees and court costs) (hereinafter in this Paragraph 4(C) referred to as "claim") arising out of or in any manner connected with or resulting from the acts, omission, activities, or operations hereunder of PERMITTEE and/or PERMITTEE's servants, employees, contractors, subcontractors, agents, permittees, independent contractors and/or assigns ("PERMITTEE's Responsible Parties"), as the case may be, which may be suffered by OWNER 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 OWNER) against any and all actions, suits or other legal proceedings that may be brought or instituted against OWNER on any such claim or demand and shall pay or satisfy any judgment or decree that may be rendered against OWNER in any such action, suit or legal proceeding which may result therefrom. Without limiting the foregoing, in the event of assertion of any claim against OWNER or the Premises, PERMITTEE agrees that within three (3) days after notice from OWNER to do so, PERMITTEE shall either cause the satisfaction, discharge or release of any such claim or deposit with OWNER cash or a corporate surety bond conditioned on satisfaction, release or discharge of such claim, plus such additional reasonable sum as OWNER specifies in such notice for anticipated expenses of OWNER in connection with such claim, such cash deposit or surety bond to be held by OWNER until such claim is satisfied, discharged or released.

Notwithstanding the foregoing, (i) PERMITTEE shall have no liability under this Paragraph 4(C) for any claim caused by or resulting from the sole negligence of OWNER or its agents or employees, and (ii) for any claim that arises out of the concurrent negligence of OWNER or its agents or employees and PERMITTEE or its agents or employees, PERMITTEE shall be liable under this Paragraph 4(C) only to the extent of the negligence of PERMITTEE or its agents or employees. Without limiting that generality of the foregoing, PERMITTEE assumes potential 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 mutually negotiated by the parties.

PERMITTEE releases and waives all claims against OWNER with respect to any claim or injury arising from the operations of PERMITTEE under this Permit.

5. Insurance Requirements:

Continuously throughout the life of this Agreement, PERMITTEE shall carry and maintain, at PERMITTEE's expense, Commercial General Liability and Property Damage insurance insuring against the following in amounts as set forth below: (a) liability for bodily injury or property damage claimed to have resulted from or be in any way connected to PERMITTEE's operations under this Agreement; and (b) automobile liability insurance, including coverage for scheduled vehicles, hired vehicles and non-owned vehicles against liability for bodily injury or property damage claimed to have resulted from or be in any way connected with PERMITTEE's operations under this Agreement; and (c) **PERMITTEE shall maintain Worker's Compensation Insurance as required by the laws of the State of Washington, protecting all of the PERMITTEE's employees and the PERMITTEE itself if the PERMITTEE works on OWNER's property:**

INSURANCE MINIMUM LIMITS

General Liability, Contractual and Completed Operations Coverage

With Limits of Not Less Than
\$1,000,000 per Occurrence
\$2,000,000 General Aggregate
\$2,000,000 Products/Completed Operations Aggregate

Employers Liability Coverage

With Limits of Not Less Than **\$1,000,000**

Automobile Liability Coverage

With Limits of Not Less Than
Bodily Injury - **\$1,000,000** per occurrence
Property Damage - **\$1,000,000** per occurrence
Or combined Single Limits of **\$1,000,000**

All such policies of insurance shall name **BTG Pactual PNNW Fund IV Reit, Inc., their subsidiaries and subsidiaries thereof** as "Additional Insureds" on a primary and non-contributory basis, shall not be limited to PERMITTEE's ongoing operations and shall contain a provision that the same shall not be canceled nor the coverage modified nor the limits changed without first giving thirty (30) days written notice thereof to OWNER. To the extent permitted by the law of the State whose laws are applicable to each Addendum issued hereunder, PERMITTEE hereby waives its right of subrogation against the above Additional Insureds, and all such policies shall also include a waiver of subrogation by the insurer in favor of OWNER and each of the Additional Insureds, and shall be written by insurance companies authorized to conduct business in the State wherein the Services are performed and have a Best's Rating of A VII or better. Any applicable deductibles or self-insured retentions shall be the sole responsibility of PERMITTEE. Certificates of insurance (in form satisfactory to OWNER) and, if requested by the OWNER, certified copies of all policies and endorsements evidencing coverage required shall be provided to OWNER prior to PERMITTEE commencing any

Services hereunder by personal delivery, email or mail, addressed to: **BTG Pactual PNNW Fund IV Reit, Inc., their subsidiaries and subsidiaries thereof, ATTN:**

TTG Forestry Services Inc, 3606 Main St Suite 100, Vancouver WA 98663. All subcontractors must also meet the same insurance requirements and the PERMITTEE is responsible to ensure that these requirements are met. At OWNER's request, PERMITTEE will supply OWNER with evidence of such compliance.

6. Compliance with Laws and Regulations:

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.

PERMITTEE shall, at its sole expense, be responsible for any deviations therefrom or infractions thereof. In the event that PERMITTEE receives a notice of a deviation or infraction from any governmental entity or agency, PERMITTEE shall immediately notify the Area Manager of the OWNER and provide copies of all pertinent documentation with regard to said matter. 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 OWNER of PERMITTEE's compliance hereunder.

PERMITTEE shall be responsible for and shall obtain all permits and licenses required in its use of the Premises for purposes stated herein, and shall fully comply with all requirements and conditions contained in such permits and licenses.

7. Fire Protection and Suppression:

For the protection of OWNER's land and timber in the vicinity of the Premises:

- A. PERMITTEE agrees to dispose of all slash and debris created by PERMITTEE's operation on the Premises in a manner satisfactory to OWNER and upon such disposal PERMITTEE shall, if required to do so by OWNER or by government officials, promptly obtain an unconditional certificate of clearance with respect to the slash so disposed of and deliver the same to OWNER;
- B. Upon discovery of any fire on or in the vicinity of the Premises the PERMITTEE shall immediately notify OWNER and the nearest fire association or district and shall use all its equipment and employees to suppress any such fire, regardless of the cause or origin of the fire.

8. Use and Maintenance of Premises:

- A. PERMITTEE agrees to conduct its operations in a lien-free, workmanlike manner, and leave the Premises in a condition satisfactory to OWNER upon the expiration of this Permit. It is understood and agreed that 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 its operations on the Premises, including all payments owed to its employees, contractors and subcontractors in connection with such operations, and all premiums, fees, contributions and taxes required under applicable law to be paid by an employer, including workers compensation.

- B. PERMITTEE agrees to neither cut, damage nor destroy any of OWNER's timber, without OWNER's prior written permission. The cutting, damaging or destroying of any such timber shall be considered willful trespass and PERMITTEE shall be liable to OWNER therefore in a sum equal to three times the damage sustained by OWNER on account of the cutting, damaging or destroying of such timber. PERMITTEE shall not damage or remove any other natural resources from the Premises.
- C. PERMITTEE agrees to maintain all roads used in such a state of repair as to allow normal use by passenger cars at all times, and upon the termination of this Permit, leave the same in said condition and shall, if any portion of the same is maintained by any party other than PERMITTEE, pay to such party PERMITTEE's equitable share of the cost of such maintenance based upon proportional use thereof or as otherwise agreed upon by the parties concerned. PERMITTEE shall be responsible for the cost of any road repair to the extent such repair is necessitated by PERMITTEE's use thereof; provided, PERMITTEE shall not conduct any road construction nor repair without first obtaining any permit required and obtaining OWNER's prior written consent to any proposed road work, design, specifications and location pertaining to such work.
- D. PERMITTEE agrees to keep all roads open and not obstruct same nor land any logs or other forest products alongside said road nor load any trucks thereon without OWNER's permission in writing.
- E. This Permit shall be subject to the speed limits, traffic control and other regulations promulgated by OWNER or applicable governmental agency from time to time, including the right of OWNER to close the road during periods of high fire danger or soft road conditions. PERMITTEE, when using said roads, shall comply with all reasonable road restrictions on weight, speed, and use during adverse weather or fire conditions as reasonably necessary to protect the road.
- F. While operating within the Premises, PERMITTEE shall protect all survey monuments, witness corners, reference monuments and bearing trees against destruction, obliteration or damage during operations on the Premises. If any monuments, corners or accessories are destroyed, obliterated or damaged by such operations, PERMITTEE, at its 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 appropriate county records.
- G. 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; leave the Premises and roads in good condition; reduce fire hazards; protect the environment and natural soil conditions; maintain the quality of the surface water on the Premises and the water that flows from it; prevent siltation in the streams; and leave streambeds, both intermittent and permanent, in as nearly undisturbed condition as possible.

- H. Unless otherwise specifically authorized in writing, PERMITTEE shall not 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 becomes aware of any oil sheen on waters on the Premises or any spills or release of any hazardous waste or materials on the Premises or any adjacent property or any other environmental problem on the Premises, PERMITTEE will immediately notify OWNER and take appropriate action to control the effects thereof. PERMITTEE will cause all equipment used on the Premises in connection with its operations to be daily inspected for hydraulic and fuel leaks and be repaired prior to entering the Premises. All leaks, spills and overfills with respect to such equipment shall be immediately cleaned up by PERMITTEE and all contaminated soil or material removed and properly disposed of by PERMITTEE. Contractor shall make an effort to eliminate/minimize the spread, transport to other non-infested area and otherwise disturb any areas identified by Company to contain non-native species.

9. Non-Assignment:

Neither this Permit nor the right of PERMITTEE hereunder shall be assignable in whole or in part, by operation of law or otherwise, without the prior written consent of OWNER thereto, which consent may be withheld in OWNER's sole discretion.

10. Notice:

Any notice or demand required or permitted to be given under the terms of this Permit shall be deemed to have been duly given if served personally or if deposited in the United States mail in a sealed envelope, postage prepaid, by registered or certified mail, addressed to the party to be notified at the latter's post office or mailing address herein above set forth; and such mailing by registered or certified mail shall be equivalent to personal service. Either party may change its address for notice purposes by giving the other party at least thirty (30) days prior written notice.

11. Waiver:

Any failure by OWNER to exercise a right to terminate this Permit in case of default by PERMITTEE shall not constitute a waiver of PERMITTEE's obligations to perform strictly in accordance with the terms and conditions of this Permit, nor a waiver of any rights of OWNER hereunder. Any such right to terminate shall remain in full force and effect and may be exercised so long as such default continues.

12. Termination for Breach:

In case PERMITTEE shall breach any part of this Permit, OWNER may terminate this Permit immediately, with or without notice to PERMITTEE. Upon termination, OWNER shall be entitled to take immediate steps to prevent PERMITTEE from further using the Premises and to remove PERMITTEE and its equipment therefrom. The foregoing remedies shall not be deemed exclusive but shall be in addition to all other remedies available at law or in equity.

13. Removal of Equipment:

Upon completion of its activities hereunder or earlier termination of this Permit, PERMITTEE shall remove all of its equipment and all materials, tools, and rubbish which have accumulated on the Premises and leave the same in a clean and satisfactory condition. In the event any equipment is not removed within thirty (30) days after such completion or termination, OWNER 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.

14. Miscellaneous:

PERMITTEE is acting as a permittee hereunder, and is not and shall not be deemed to be an agent, employee or partner of OWNER. If suit is brought to enforce any provision of this Permit, the prevailing party shall be entitled to an award of its costs and reasonable attorneys' fees. If any provision hereof is held by a court to be invalid or unenforceable, the remaining terms hereof shall remain in full force and effect. PERMITTEE's indemnification and duty to defend obligations hereunder shall survive the termination of this Permit. This Permit contains the entire agreement of the parties concerning the subject matter hereof, and no provision hereof may be modified, waived or amended except in writing signed by the parties hereto.

IN WITNESS WHEREOF, OWNER and PERMITTEE have executed this Permit in duplicate as of the day and year herein above first written.

OWNER:
BTG Pactual PNW Fund IV Reit, Inc.

PERMITTEE:
To be Determined—Timber Sale Purchaser

By: Joseph M. Koontz
Title: PNW Regional Manager

By: _____
Title: _____

Date: _____

Date: _____

Fed ID #: _____
Workers Compensation # _____

Exhibits attached:

Exhibit A –The Premises

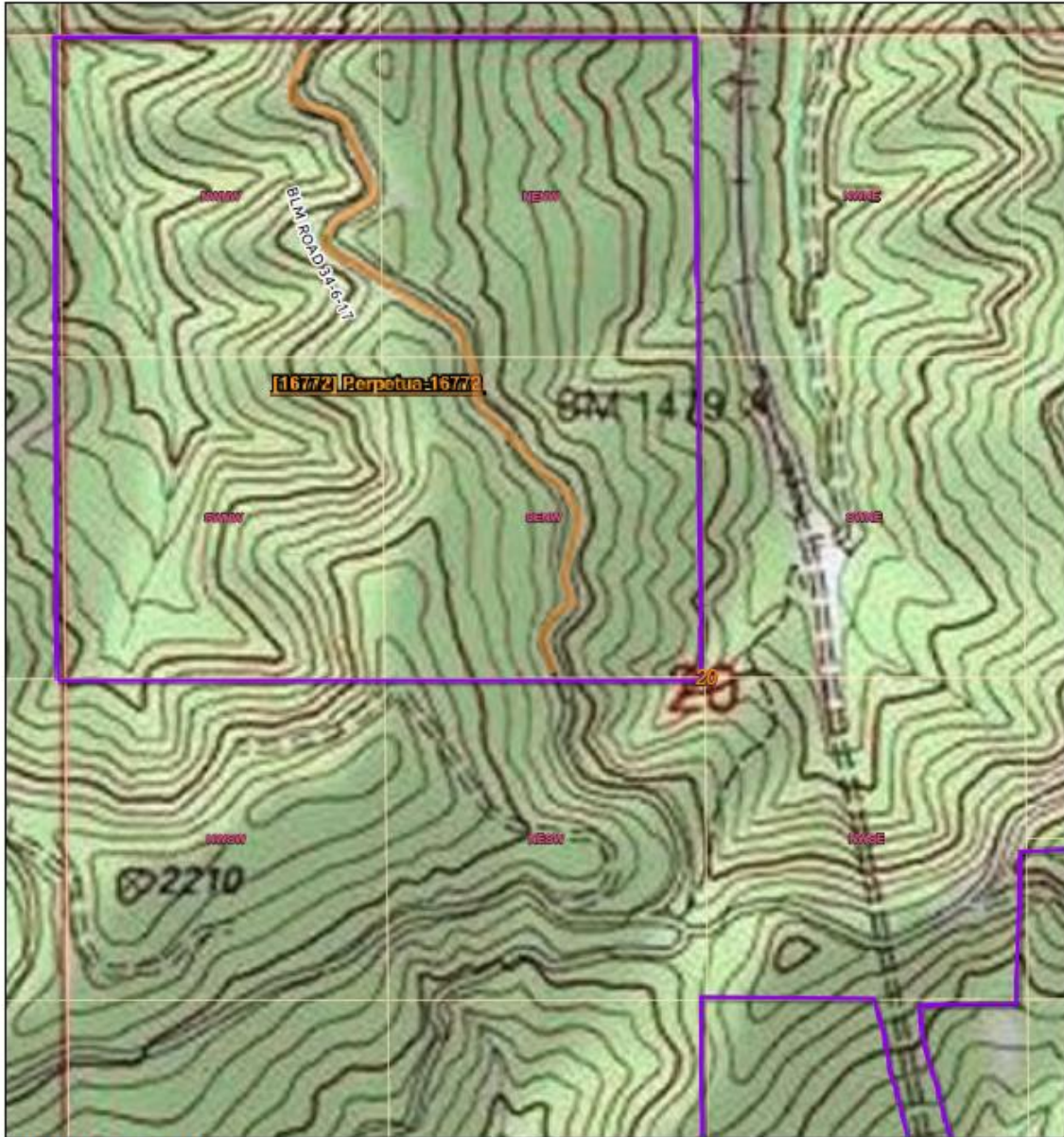
Exhibit B – Road Use Fee Calculation

Exhibit C - Additional Specifications

- Wet Weather Logging and Hauling Shutdown Guidelines

EXHIBIT A
NW ¼ Section 20, (T34S - R06W), W.M. Josephine County , State of OR

Josephine County Timber Sale RUP



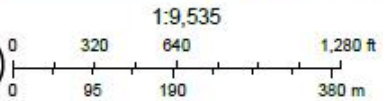
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Township-Range, Sections

-  Township
-  Sections
-  Subsections

USA Topo Maps

Terrain: Hillshade



Airbus,USGS,NGA,NASA,CGIAR,NCEAS,NLS,OS,NMA,Geodatasbyreisen,G and the GIS User Community, Esri Community Maps Contributors, Oregon State Parks, State of Oregon, GEO, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA, USFWS, Copyright:© 2013 National

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**EXHIBIT B
ROAD USE FEE CALCULATION**

For good and valuable consideration.

**EXHIBIT C
ADDITIONAL SPECIFICATIONS**

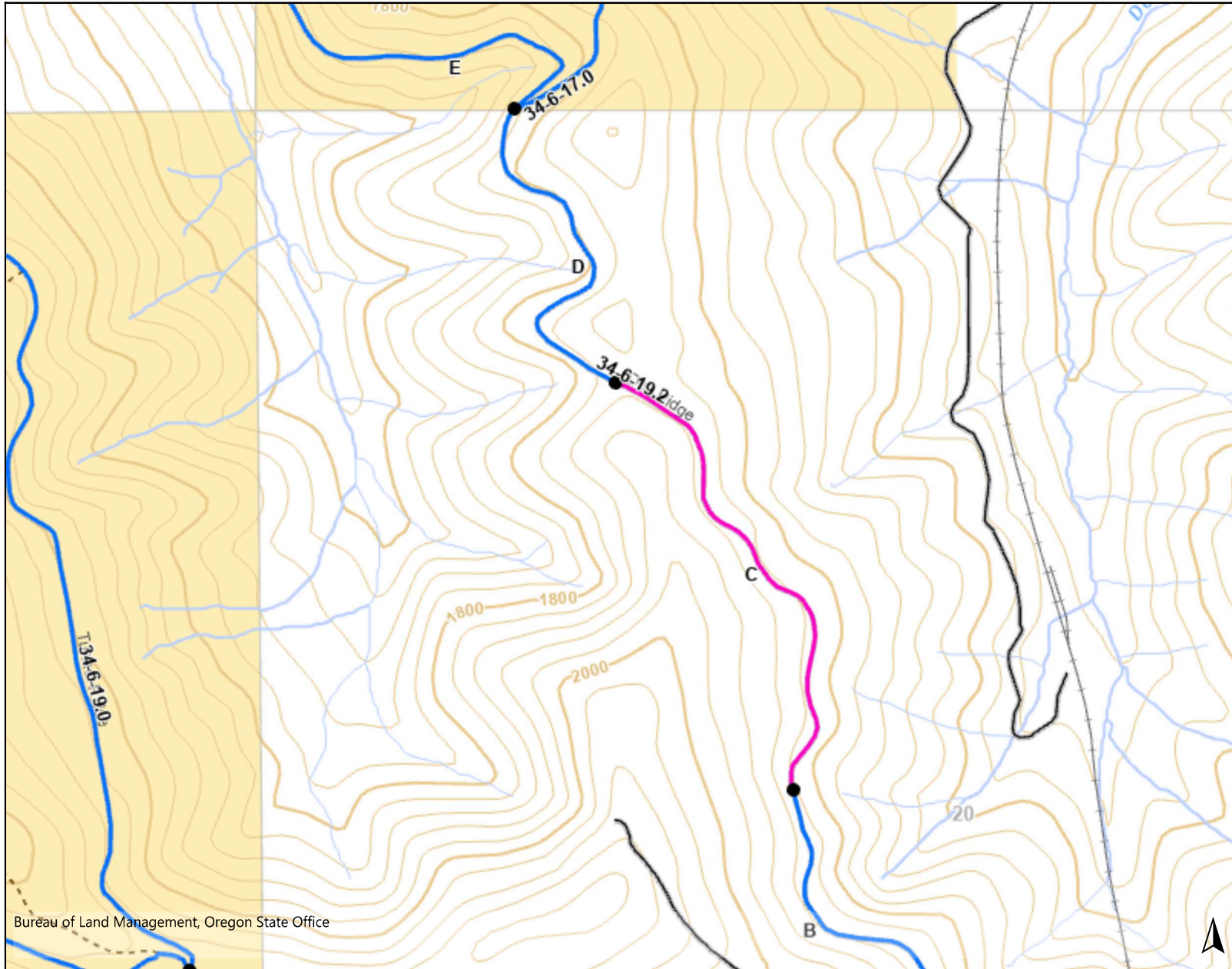
The Owner reserves the right to suspend Permittee's hauling operations in the event of excessive road or environmental damage during wet weather haul conditions. Permittee may resume haul after the event ends or the Permittee mitigates the road conditions.

Roads and hauling

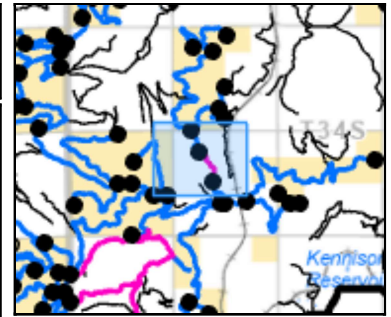
- Do not perform hauling operations during rain events that will cause a rise in visible turbidity beyond natural levels within adjacent typed water or that allows sediment to deliver to typed water or wetlands.
- New road grades and at times older sub-grades that have gone through a freeze/thaw cycle can lose some of their integrity during wet weather conditions. Cease hauling when these types of roads are being rutted or degraded to a point where future rain events will cause a rise in visible turbidity beyond natural levels within adjacent typed water or wetlands.



Map Title



Bureau of Land Management, Oregon State Office



Legend

Operational Layers

Segment Points



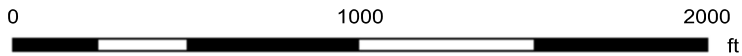
GTRN Road Number Labels

Roads by Road Owner

— Bureau of Land Management

— Private

Notes



This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION