

License: Davis Slough Recreation Permit Area

Terms of Use

North American Access License

This **NORTH AMERICAN ACCESS LICENSE** is entered into by and between **MANULIFE INVESTMENT MANAGEMENT FOREST MANAGEMENT INC**, if the Property (defined below) being licensed is a timberland property, or **MANULIFE INVESTMENT MANAGEMENT AGRICULTURE SERVICES INC**, if the Property being licensed is an agricultural property (as applicable, "Property Manager"), on behalf of the owner(s) or lessor(s) (the "Owner" and together with Property Manager, individually and collectively, each an "Owner Party") of the parcel identified on the map provided (the "Property"), and the user applicant for a recreational license (the "Licensee") (each a "Party," and collectively, the "Parties"). The terms and conditions set forth in this North American Access License, including with all addendums hereto, constitute the "Contract" between Licensee and Owner.

This North American Access License contains standard terms and conditions applicable to all Licensee Parties for all properties managed by Property Manager in North America. One or more Addendums may be included in the Contract which Addendums contain additional terms and conditions applicable to the specific licensed Property and/or the specific Licensee's use and activities thereon. In the event of a conflict between the standard terms and conditions found in this North American Access License and an Addendum hereto, the terms of the Addendum shall control.

1. Grant of License. Owner hereby grants Licensee (i) limited, terminable permission to access (the "License") the Property, on a non-exclusive basis for the purposes identified specifically in this Contract and for no other purpose, and (ii) nonexclusive rights of ingress and egress to the Property to the extent necessary to exercise the rights granted in this Contract.
2. Licensee Parties. Licensee and anyone accessing the Property by, through or under Licensee, including, without limitation, all representatives, agents, employees, invitees, or other individuals or entities acting by, for, on behalf of, or for the benefit of Licensee (individually and collectively, a "Licensee Party" or the "Licensee Parties") may only access or conduct any activities on the Property in accordance with the terms of this License.

THIS LICENSE IS PERSONAL TO THE NAMED LICENSEE AND LEGAL MINOR DEPENDENTS UNDER AGE 18 AND MAY NOT BE USED BY ANY OTHER PARTY WITHOUT THE EXPRESS WRITTEN CONSENT OF OWNER PARTY AND NO OTHER PERSONS ARE COVERED OR AUTHORIZED BY THIS LICENSE. IF AN APPLICABLE ADDENDUM

ATTACHED HERETO INCLUDES THE RIGHT TO PERMIT ENTRY TO THE PROPERTY TO MEMBERS OF LICENSEE'S IMMEDIATE FAMILY OR TO MEMBERS OR GUESTS OF LICENSEE, ALL SUCH PERSONS SHALL BE DEEMED "LICENSEE PARTIES" HEREUNDER AND THAT SUCH PERSONS AGREE TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS CONTRACT. LICENSEE SHALL PROVIDE A COPY OF THIS CONTRACT TO EACH LICENSEE PARTY. NO LICENSEE PARTY SHALL ENTER ON OR USE THE PROPERTY UNDER THE LICENSE UNLESS SUCH PERSON HAS FULLY READ AND ACKNOWLEDGED ITS AGREEMENT TO ABIDE BY THE TERMS AND CONDITIONS OF THIS CONTRACT. IT IS UNDERSTOOD AND AGREED THAT LICENSEE AND ALL LICENSEE PARTIES SHALL EACH BE THE AGE OF MAJORITY UNDER THE LAWS OF THE STATE IN WHICH THE PROPERTY IS LOCATED (THE " STATE ") AND, WITH REGARD TO ANY MINOR WITH WHOM LICENSEE PERMITS ACCESS TO THE PROPERTY, LICENSEE AND EACH LICENSEE PARTY WILL DEFEND, INDEMNIFY AND HOLD HARMLESS THE OWNER INDEMNITEES (DEFINED BELOW) FROM ANY EXPENSE OR LIABILITY INCURRED IN CONNECTION WITH ANY CLAIM, ACTION OR SUIT BROUGHT BY OR ON BEHALF OF SUCH MINOR OR BY ANY THIRD PARTIES WHICH MIGHT ARISE FROM OR IN CONNECTION WITH SUCH MINOR'S USE OF AND PRESENCE ON THE PROPERTY.

3. Conditions: The grant of this License is subject to the following conditions:
- i. Visible Clothing. Licensee must wear highly visible clothing (i.e., burst or blaze orange) while on the Property during hunting seasons as required by applicable State law. Licensee must also wear highly visible clothing where active timber harvesting, hauling, and forestry operations are occurring and during all periods and conditions as may be required by Property Manager.
 - ii. Copy of Contract. Licensee and each adult Licensee Party accessing the Property pursuant to the License, including without limitation any family members, hunt club members and other invitees of Licensee, must either (a) print a copy of this Contract or (b) save a PDF copy of this Contract to their phone and keep it in such Licensee Party's immediate possession at all times while accessing the Property. Each Licensee Party will produce and show such copy to any Owner Party immediately upon request at any time.
 - iii. Gates. The Owner Party must retain access through all gates at all times. Licensee will adhere to all requests of Owner Party with regard to gates and/or other methods to limit unauthorized access to the Property.
 - iv. Personal Use Only; No Commercial Activities. The License is valid for personal recreational access on the Property. No commercial activities or uses are permitted except as expressly specified and permitted by Addendum attached hereto.
 - v. Majority. Licensee must be, and hereby represents that he or she is, at least 18 years of age as of the date of this Contract.
 - vi. No Companions. Except as expressly specified and permitted in any Addendum attached hereto, this License is personal to the named Licensee and may not be used by any other party without the express written consent of Owner Party and no other persons are covered or authorized by this Contract. Notwithstanding the foregoing, minors may accompany Licensee

onto the Property provided that Licensee is the parent or legal guardian with legal responsibility for such minor and agrees to the provisions hereof with respect to such minor.

- vii. No Access To Restricted Areas. Licensee is prohibited from accessing any portion of the Property designated as a restricted area by Owner Party (including, without limitation, logging and hauling operations, road maintenance and construction, herbicide/pesticide applications, etc.) ("Restricted Areas"). Owner Party reserves the right to close access to the Property without notice, when in Owner Party's sole judgment such action is necessary to protect its timber or farm resources and operations, or for the safety of the public and Property Manager's employees and contractors.
- viii. Social Media Restrictions. Licensee is prohibited from taking pictures or videos of Property Manager employees, contractors, or forestry operations and posting such pictures or videos to private or public social media sites without the prior written consent of Property Manager, which may be withheld or conditioned in Property Manager's sole and absolute discretion.
- ix. Fire Prevention. Licensee must employ all reasonable and customary precautions and procedures to prevent fires on the Property and adjacent lands. While on the Property during State-declared fire season, Licensee must carry in their vehicle equipment as required by Applicable Laws (defined below) and at least one shovel and one 5 pound or larger fire extinguisher. Any combustion engine used on the property must have a manufacture approved spark arrestor and be in good working order. Property Manager may add additional requirements at their discretion. No incendiary devices or fireworks are allowed on the Property at any time. If Licensee becomes aware of any uncontrolled fire on or near the Property, Licensee shall immediately notify appropriate government agencies and Property Manager.
- x. Property Closures. Owner Party reserves the sole right to close the Property during periods of extreme fire danger, Red Flag Warnings issued by the National Weather Service where the Property is located, severe weather events, fire/storm/insect salvage operations, or at any other time an Owner Party determines there is increased risk to property damage, or for any other safety reasons. Licensee is responsible for knowing and following all local or State-issued fire restrictions and closures and Red Flag Warnings issued by the National Weather Service for the area where the Property is located. Licensee must immediately suspend all use of the Property during property closures. Fees paid by Licensee shall not be reimbursed, adjusted, or prorated for Property closures for any reason.
- xi. Accidents. Licensee will immediately notify Property Manager of all accidents including personal injury, death, and property damage occurring on or about the Property in connection with Licensee Party's presence, activities, use or access upon the Property, and all related lawsuits or threatened lawsuits.
- xii. Insurance.
 - a. Insurance. Licensee agrees and represents that Licensee has adequate vehicle insurance as required by law in the State for the motorized vehicles that will be used to access the Property and that such insurance is a valid and existing policy of insurance that will not be cancelled during the Term. Upon request from an Owner Party from

time to time, Licensee shall promptly deliver certificates of insurance evidencing the coverage required under this Contract. Licensee acknowledges that any insurance procured by Owner Party shall not insure, and no Owner Party shall be liable for, damage to personal property of Licensee of any Licensee Party.

xiii. General Prohibitions.

- a. No Removal of Forestry Products. Licensee may not cut, damage, destroy, nor otherwise remove timber, forestry products or any other natural resource (including, without limitation, foraging mushrooms, truffles, berries, boughs, salal, fern fronds, moss, cones, bark, roots, seedlings, transplants, Christmas trees, bear grass, shrubs, cedar, yew, minerals, etc.), located on the Property or otherwise belonging to Owner. Licensee is strictly prohibited from bringing outside timber products on the Property.
- b. No Injury to Trees. Licensee may not damage any trees including placing any nails, screws, or other metal objects in trees. Acting in violation of this section will be considered a willful trespass. The Parties agree that the damage resulting from such trespass is difficult to ascertain. As a result, at the election of Owner Party, Licensee may be required to pay Owner Party within fifteen (15) days following written demand of a sum equal to three (3) times the fair market value of the timber that is cut, damaged or destroyed, together with all incidental costs sustained by Owner Party on account of the foregoing. The Parties agree that such a fee represents a fair and reasonable estimate of the cost an Owner Party will incur by reason of such a trespass.
- c. No Discharge of Firearms. Except to the extent otherwise permitted by any Addendum, the discharging of firearms is strictly prohibited on the Property, except in an emergency.
- d. No Alcohol or Drugs. Licensee and Licensee Parties may not: (i) Use or possess (whether on his or her person or in a vehicle) alcohol, marijuana, or illegal drugs while on the Property; or (ii) enter or remain on the Property while under the influence of alcohol, marijuana, or illegal drugs.
- e. No Improvements; No Disturbance. Licensee may not conduct any road construction nor make any alterations, additions, improvements or repairs to the Property. Further, rock collecting, gold panning, prospecting or archeological artifact disturbance are strictly prohibited on the Property. In addition to the foregoing restrictions, Licensee will not disturb any flora, fauna, or other aspect of the Property.
- f. Dogs. Licensee may not have more than two (2) dogs on the Property at any time. Licensee may not use dogs on the Property for hunting at any time except to the extent permitted in an applicable Addendum. Licensee shall not allow their dogs to chase or harass wildlife and must maintain control over their dogs at all times. Dogs may not be left unattended in a vehicle and must be accompanied by Licensee at all times while on the Property.
- g. No Trash. Licensee may not dump or leave behind any trash or other materials on the Property. In addition to the cost of removal, a minimum penalty of \$500.00 for

petroleum products and \$250.00 for other garbage may be assessed by an Owner Party for failure to comply; Owner Party reserves the right to increase such penalties, in its sole and absolute discretion.

- h. Drones. No drones may be used on the Property unless specifically authorized in writing by Property Manager.
- i. No Access to Adjacent Lands. Licensee may not use or allow any Licensee Parties or other third parties to use the access granted by this License to transport or access adjacent or accessible non-Property lands.
- j. Use of Motorized Vehicles. Any vehicle used on the property must be licensed and registered as required by Applicable Law and be fully operational and capable of immediate removal from property at any time. Damaged or abandoned vehicles are not allowed to be left on the Property and Owner Party reserves the right to remove any abandoned vehicle at Licensee's expense.

Only licensed automobiles (cars and pickup trucks) are permitted on the Property. Except to the extent permitted by any applicable Addendum, any other motorized vehicles (e.g., all-terrain vehicles (ATVs), utility terrain vehicles (UTVs), side-by-sides, four wheelers, snow mobiles, motorcycles, e-bikes) are strictly prohibited on the Property. All vehicles must remain on existing roads; No off-roading allowed. Existing roads may be closed or relocated by Owner in its sole discretion.

Licensee shall not drive over or park on dry vegetation or flammable materials. All vehicles must have factory approved mufflers and/or spark arrestors installed and in good working order.

- k. Damage to Property. Licensee may not cause damage or rutting to existing roads, gates, or other portions of the Property. Should such damage occur, Licensee shall be required to repair the damage within fifteen (15) days at its sole cost and expense. Licensee shall also be responsible for reimbursing Owner Party within fifteen (15) days of receipt of invoice for all costs and expenses incurred by Owner Party, or if applicable, any farm tenant of Owner, for all cost and expense incurred by such party in connection with repairing any such damage by Licensee. The foregoing sentences shall survive the expiration or early termination of this License.
- l. Driving Regulations. Headlights or running lights must be on while driving on the Property. The driver and all passengers must have seatbelts securely fastened and be seated in the passenger compartment of the vehicle at all times. Passengers are not allowed to ride in the bed of a pickup truck at any time. Drivers must stay to the right side of the road, slow down when approaching curves, and be able to stop quickly. Forest management traffic such as log trucks, rock trucks, service trucks and crew vehicles have right-of-way. Licensee may not park or leave vehicles blocking roads or gates at any time. Unless otherwise posted, motorized vehicles shall not exceed 25 MPH.

- m. Traversing the Property Off-Road. Traversing the property off-road may ONLY be done by foot, a bicycle solely powered by human effort (no e-bikes), and by horseback. No trails, jumps or any other structures may be built, installed or created on the property.
 - n. Equine Use on Property. Horses and pack mules are allowed on the Property for day-use only. Goats, alpacas, llamas and other pack animals are not allowed on the Property. Horses and pack mules must be ridden or transported off the Property each day. Horses and pack mules may not be left unattended on the Property at any time. Feed must be securely stored to avoid wildlife conflicts. No temporary or permanent corrals, shelters, fences, or enclosures of any kind may be constructed or placed on the Property.
 - o. No Camping on Property. No camping is allowed
 - p. No Campfires or Warming Fires. Licensee shall not light, set or permit any campfire, warming fire, or fire of any type on the Property. Licensee recognizes the necessity and desirability for the prevention and control of forest or brush fires on the Property. Licensee agrees to promptly report to Property Manager and the appropriate State agency any fire on or near the Property. Licensee agrees to use and exercise reasonable measures within Licensee's control to suppress or prevent fires on Property provided Licensor can do so in a safe manner.
4. Term. The term of the License is valid only for the term identified on the contract when purchased from the **manulifeimlanduse.com** website (the "Website") .
5. License Fee. For and in consideration of the rights granted under this Contract and the License, Licensee must pay Owner the required nonrefundable license fee identified on the Website at the time of entering into the Contract via electronic payment via PayPal. This Contract and the License granted herein is only applicable once the license fee is paid.
6. Termination of License. This Contract, the License and all of the rights conveyed herein may be terminated at any time and for any reason, by an Owner Party, in its sole discretion, by giving notice of such termination to Licensee, which may be delivered by Owner Party in person, by phone or email, or posted on the Website. Owner Party is not liable for any expense, loss, damage or other liability incurred by any Licensee Party as a result of any termination of this Contract or the License created hereby. Licensee hereby agrees, in the event of termination, to pay for any and all damage to the Property resulting directly or indirectly from the negligent acts or omissions of Licensee and any Licensee Party in the exercise of the rights granted hereunder and shall reimburse Owner for all costs incurred directly or indirectly by any Owner Party as a result of such

acts or omissions, whether negligent or otherwise.

- i. Full Conveyance of Property. In the event that Owner hereafter sells or conveys the entire Property, this Contract and the License will terminate on the closing date of any such sale or conveyance unless Owner assigns this Contract to the buyer of the Property, which Owner may elect to do in its sole and absolute discretion. If Owner assigns this Contract to a new buyer, Licensee will be notified of such assignment and this Contract will remain in full force and effect, and Licensee shall attorn to the new buyer as Owner hereunder.
 - ii. Partial Conveyance of Property. In the event that Owner hereafter sells or conveys a portion but less than all of the Property or sells other land which shall inhibit Licensee's or Owner's access to the Property, Owner shall, at its sole option, amend this License to remove the conveyed portion from the Property or terminate this Contract prior to the closing date of any such partial sale or conveyance.
 - iii. Obligation of Licensee upon Expiration or Termination. Licensee shall remove all of Licensee's personal property from the Property prior to the expiration or earlier termination of this Contract. All trash and debris shall be removed from the Property and any surface disturbance re-graded to its approximate original contour. If Licensee or anyone claiming under Licensee remains in possession of the Property after the expiration or termination of the term, in addition to any and all other rights and remedies available under law or equity, Licensee shall defend, indemnify and hold each Owner Party harmless from any claims, damages, costs and expenses (including reasonable attorneys' fees) arising out of such occupancy and from the exercise of any Owner Party's rights to enforce this Contract.
7. Compliance with Laws. Licensee must comply with (1) 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, fish and game, 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 (collectively, the " Applicable Laws "), and (2) the restrictions on the Property identified on the Website, and the terms and conditions of this Contract and any and all rules and regulations set forth on the Website or otherwise provided to Licensee and any signs posted on the Property (collectively, the " Rules "). Owner Party reserves the right to modify or supplement the Rules at any time. If Licensee receives a notice of a deviation or infraction from any governmental entity or agency, Licensee will immediately notify Owner Party and provide copies of all pertinent documentation. Licensee will ensure that any activities pursuant to this License comply with all Applicable Laws. Upon request, Licensee will provide evidence satisfactory to Owner Party of Licensee's compliance with this License. **FAILURE TO ABIDE BY APPLICABLE LAWS AND THE RULES WILL RESULT IN IMMEDIATE TERMINATION OF THE LICENSE GRANTED HEREBY AND MAY SUBJECT LICENSEE TO CRIMINAL OR CIVIL CHARGES.**
8. Dangerous Conditions. **WARNING! POSSIBLE DANGEROUS CONDITIONS!** Licensee is cautioned that the Property is primarily used for the production of forest products or commercial farming, as applicable, and that the Property may include dangerous conditions (including, without

limitation, the presence of log trucks, logging equipment, bulldozers, excavators, rock trucks, tractors, farm harvest equipment, or other forest harvesting or farming and fuel storage tanks, chemical storage tanks, fire suppression equipment, management vehicles, livestock, farming equipment and operations including chemical application, mineral extraction or sequestration activities, active mining operations, and the controlled or uncontrolled burning of timber). Roads and sites on the Property may be primitive and not maintained. Owner Party makes no representations, warranties or guarantees as to the fitness, safety or suitability of any portion of the Property (including, without limitation, the roads, other improvements and all aspects or conditions of the Property) for any recreational use or vehicle. There may be unmarked hazards or hazards that are not readily apparent on the Property and Licensee agrees to assume such risks (including, without limitation, trips, falls, eye damage, or other injury from limbs, branches, rocks, roots, water hazards, or other matter found in a woodland and/or farm setting). Inherently dangerous activities, including, but not limited to, hunting may occur on the Property. Areas of the Property may be subject to: (i) active farming activities, including harvesting, planting, pruning, shredding, tilling, flooding and irrigation, (ii) road building and maintenance activities with heavy equipment including bulldozers, excavators, dump trucks, masticators, and rock trucks; (iii) logging activities including tree cutting, skidding, processing and hauling; (iv) oil or natural gas extraction or sequestration operations; (v) mining operations; and (vi) other dangerous activities, including, without limitation, livestock grazing, aerial fertilizing and herbicide spraying using ground and aerial methods. Licensee acknowledges that the Property may be in a remote location and, in some cases, without cellular phone service or other means to summon medical aid should the same be needed. Further, Licensee acknowledges that the weather and road conditions are subject to change with little or no warning.

9. **Release and Waiver. Licensee expressly assumes all risks that are in any way related to licensee's access, use, occupancy, or activities on the property, and all risks incident to the condition of the property (including, without limitation, the roads, other improvements, the presence of third parties on the property, forestry or farming operations, and all other aspects or conditions of the property, known or unknown). Licensee, for valuable consideration, the receipt and sufficiency of which are acknowledged and, without relying on any representations, statements of warranties, expressed or implied, in respect thereof, including, without limitation, warranties of fitness for a particular purpose, or in respect of the condition of the property, accepts said property and all improvements thereon in their present condition and state of repair, "as is, where is and with all faults", and expressly releases and waives all claims against owner, its investment advisor, manulife investment management timberland and agriculture inc, and the property manager, and each of their respective affiliates, successors and assigns (collectively, "owner indemnitees"), for injury to or death of any person or persons or damage to property in connection with the license granted by this contract or the condition of the property (including, without limitation, the roads, soil conditions, other improvements, the presence of third parties on the property, forestry or farming operations, and all other aspects or conditions of the property, known or unknown) . This section shall survive the expiration or earlier termination of this contract.**
10. **Indemnification. Licensee agrees to reimburse, indemnify, defend and hold the Owner Indemnitees harmless from and against all claims, causes of action (including, without limitation, those relating to personal injury, death, or damage to persons or property), liabilities, damages, costs and expenses (including, without limitation, attorneys fees and costs at trial and on appeal) of any**

nature caused by, resulting in whole or in part from, or in any manner arising out of, having to do with, connected with, or related to Licensee's or an Licensee Party's, access or activities on the Property or violation of the terms of this License, including without limitation, access to Restricted Areas. This section shall survive the expiration or earlier termination of this Contract.

11. Release of Minor. By entering into this contract, licensee certifies that licensee, as parent/guardian with legal responsibility for any minor licensee party, does consent and agree to his/her release as provided in this contract, and for licensee, licensee's heirs, assigns, and next of kin, releases and agrees to indemnify and hold harmless the owner indemnitees from any and all liabilities incident to licensee's minor child's involvement or participation and/or use of the property on the terms and conditions set forth herein. This provision shall survive expiration, cancellation, or termination of this License.
12. No Assignment by Licensee. This Contract and the License granted hereby may not be sold, assigned or transferred or encumbered by Licensee. Any attempted sale, assignment, subletting or other transfer in violation of the foregoing will be void.
13. No Interference. The License will be exercised so as not to interfere with the absolute and unrestricted rights of Owner, Property Manager, and their respective agents, assigns, other licensees, invitees, and contractors to cut and remove any trees, timber, pulpwood, or stumps and other forest products or activities, or to plant, maintain or harvest trees or crops, to cut fire lanes, or any other silvicultural, agricultural, commercial activities, or fire prevention practices thereon or so as not to interfere with the exercise of the rights and privileges of others by law, treaty or under any agreements heretofore made or hereafter entered into with respect to forestry production, grazing livestock, or other land use, easements, rights-of-way for power, telephone, telegraph, and gas lines, mains and cables, or for highway, railroad, or drainage purposes, oil and mineral leases, solar, telecommunications or wind leases, or other land use agreements of any type, including potential purchase and sale agreements, and conveyances shown upon the public records of the county wherein the Property is located or evidenced by possession or use, or other notification thereof by an Owner Party or otherwise.
14. Confidential Information. Licensee must hold all non-public information and/or documentation any Owner Party or its affiliates, representatives or agents reveals to Licensee, including without limitation the terms of the Contract and information and/or documentation pertaining to the Property, except information and/or documentation (A) that was in the public domain at the time it was revealed to Licensee or (B) that entered the public domain subsequent to the time it was revealed to Licensee other than from or through Licensee (collectively, "Confidential Information ") in confidence and cannot disclose the Confidential Information to any person or entity other than to its attorneys, insurers or other professional advisors that need to know such information, or to the extent required by any Applicable Laws, or order of any court, government agency, regulator or self-regulatory organization, or in connection with the enforcement of its rights under this Contract.
15. Subordination. This Contract and the License granted herein are granted and received without warranty of title and is subject and subordinate to (i) all liens, easements, leases, licenses, charges, encumbrances, and claims or rights whether or not of record) (ii) all rights of an owner of

real property which Owner hereby reserves for itself and its agents, representatives, employees, invitees, tenants, successors and assigns, including without limitation, the leasehold interests and rights of Owner's recurrent farm tenant(s); and (iii) such Rules and regulations as may be established and modified by Owner from time and time. This Contract, and the License and rights granted to Licensee hereunder shall constitute a mere license and shall in no manner be construed as a sale, transfer, or lease, profit a prendre, easement, covenant running with the land, or other disposition of any interest legal or equitable in the Property. The exercise by Licensee of any rights hereunder is permissive only and in no sense adverse to the title, ownership and possession of Owner. No entry or use by Owner or operations approved by Owner shall be deemed as diminishing the right of Licensee hereunder, and Licensee irrevocably waives all claims for damages to persons and property that may result therefrom.

16. WAIVER OF JURY TRIAL. Licensee and owner party hereby waive their right to a jury trial with respect to any action or claim arising out of any dispute in connection with this contract and agree that they will not seek to consolidate any such action with any other action in which a jury trial cannot be or has not been waived. Except as prohibited by law or with respect to indemnity claims pursuant to this contract, licensee and owner party hereby waive any right they may have to claim or recover in any litigation referred to in the preceding sentence any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. This section shall survive the expiration or termination of this contract.
17. GOVERNING LAW. This contract shall be governed by, construed and enforced in accordance with, the laws of the state in which the property is located (excluding principles of conflict of laws).
18. Entire Agreement. This Contract (including any applicable addendum) expresses the entire understanding of the Parties with respect to the transactions contemplated hereby and supersedes all prior agreements with respect to the subject matter hereof and any oral or written agreement relating hereto. Any conflicting, additional or supplemental terms that may be set forth in any offer, order or similar form or instrument presented by either Party are expressly rejected.
19. Captions. The captions in this Contract are for convenience of reference only and do not define or limit the provisions thereof.
20. Miscellaneous. This Contract may be amended only in a writing executed by both Parties. The provisions of this Contract are severable. If any provision hereof is held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability will affect only such provision in such jurisdiction, and will not affect such provision in any other jurisdiction, or any other provision of the Contract in any jurisdiction.
21. Electronic Form. Licensee consents to have this Contract provided to Licensee in electronic form and to sign this Contract electronically.

LICENSEE SPECIFICALLY ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS THIS CONTRACT AND RECOGNIZES THAT BY SIGNING IT, LICENSEE RELEASES OTHERS (INCLUDING THE OWNER INDEMNITEES) AND WAIVES ITS CLAIMS AGAINST THEM, AND

AGREES TO DEFEND THEM AND HOLD THEM HARMLESS FROM THE NEGLIGENCE OF SAID OTHERS THAT MIGHT RESULT IN DAMAGE, INJURY OR DEATH TO LICENSEE OR A LICENSEE PARTY OR THEIR OR OTHER'S PROPERTY.

UNPUBLISHED Davis Slough Addendum

DAVIS SLOUGH ADDENDUM

Motorized Recreation Access Rules and Regulations for Manulife Investment Management Forest Management Inc Managed Timberlands (MIMFM)

The terms, conditions, rules and regulations contained herein supplement and are hereby made a part of the Recreation Access License Agreement (the "License") with respect to the Davis Slough Property.

1. The License is for the personal use of a single adult. Licenses are non-transferable or refundable. IF LICENSEE ALLOWS ANY OTHER PERSON TO ENTER THE PROPERTY, THIS LICENSE SHALL BE AUTOMATICALLY REVOKED. This License is strictly for recreation access, no research or commercial activities are allowed.
2. Any person accessing the Property for recreational purposes must have a Recreation Access License Agreement. The signed License must be in the possession of the Licensee while on the Property. The License will not be replaced for any reason. A License is required for hiking, hunting, and bicycling on the Property.
3. Access is allowed any day of the week from one and one half hours before sunrise to one and one half hours after sunset. Owners may add or restrict access areas by posting signs, and the Parties agree that such signs shall be sufficient and the only notification to Licensees of such expanded or restricted access.
4. One vehicle windshield sticker will be issued for every License sold. The decal must be permanently affixed to the bottom driver's side corner of Licensee's windshield. Licensee will be able to access a paper copy of his or her License online and Licensee must carry this with them at all times. Licensee may be asked to show photo identification to verify they are the Licensee named in the License. If unable to verify themselves as Licensee, such person may be asked to leave the Permit Area until identification is received.
5. One gate key will be issued with each License. Licensee is responsible for security of gate key. Gate key replacements can be requested for a fee. Gate key allows access only to the gates specified for recreation access. Licensee will leave a gate how it is found (leave open or leave closed). Failure to do so will void the License.
6. Licensee may not or permit others to: (i) Use or possess (whether on his or her person or in a vehicle) alcohol, marijuana, or illegal drugs while on the Property; or (ii) enter or remain on the Property while under the influence of alcohol, marijuana, or illegal drugs.
7. No fires, open flame, fireworks or any other items or activities that may cause fires. Smoking is not allowed outside of a vehicle. Throwing cigarette butts out of vehicles is strictly prohibited.
8. Drive safely at all times with vehicle headlights on and with the driver and all passengers seated within the passenger compartment of the vehicle with seatbelts securely fastened at all times. Drivers must stay to the right

side of the road and be able to stop within half their sight distance. The maximum speed limit is 30 miles per hour unless otherwise posted. Forest management traffic such as log trucks, rock trucks, service trucks and crew vehicles have right-of-way. Parked or standing vehicles may not block or impede traffic at gates or on roadways.

9. During the state declared fire season, a shovel and 5-pound BC fire extinguisher is required at all times while on the Property.

10. No littering or dumping of garbage.

11. Berries, mushrooms and other forest products may be picked in reasonable quantities for personal use and not for sale. No Christmas tree cutting.

12. No off-road vehicles, electric bicycles, ATVs, UTV's motorcycles or snowmobiles are allowed, not even in the back of the pick-up.

13. No target shooting. Firearms may be used for hunting during hunting seasons authorized by Oregon Department of Fish and Wildlife (ODFW) only. Bag limits and regulations established by the ODFW apply. Property managed by Manulife Investment Management Forest Management Inc ("MFM") is not considered "open and unclaimed" for the purposes of treaty hunting.

14. Dogs and other animals must be under Licensee's control. No hound hunting or running is allowed at any time. Licensee may utilize the assistance of dogs for the hunting of squirrel, rabbit, raccoon, and birds, when allowed by state and local hunting regulations.

15. Tree stands and game cameras are allowed if they are temporary so that nothing is driven, screwed, or nailed into the tree causing damage to the tree.

16. Licensee must abide by all signs posted on the property and the instructions of any employee or representative of Property Owners.

17. Licensee must abide by all modifications to these rules and regulations, as may be issued by MFM from time to time. Licensee must report any accident that occurs while on property to Manulife Investment Management Forest Management Inc at hancockrecreation@manulife.com within 24 hours of the occurrence or discovery of such accident. **In the event of an emergency which poses an imminent risk to the Property or to any person or other property, Licensee shall report the same immediately.**

18. VIOLATION OF THESE RULES AND REGULATIONS WILL, AT THE SOLE DISCRETION OF OWNERS OR MFM, RESULT IN THE REVOCATION OF THE LICENSE. ALL SALES ARE FINAL; REFUNDS WILL NOT BE GIVEN FOR ANY REASON.

Release of Liability

Licensees will comply with all laws of the State of Oregon and with the Rules and Regulations. **Owners** and **MFM** reserve the right to modify the Rules and Regulations at any time and such modifications shall be binding on Licensees. Licensees may hunt and fish on **MFM** managed properties and all persons hunting and fishing, tribal and nontribal, are required to abide by the state laws, rules and regulations set by the Oregon Department of Fish & Wildlife Commission. VIOLATORS THEREOF WILL INVALIDATE THIS PERMIT AND ARE SUBJECT TO CRIMINAL OR CIVIL CHARGES FOR RCW OR WAC VIOLATIONS, INCLUDING TRESPASS.

This License is for recreational access only. Licensees agree not to cut, damage or destroy any timber located on **MFM** managed timberlands. The cutting, damaging or destroying of any such timber shall be considered willful trespass and Licensees shall be liable to the Owners in a sum equal to three times the damage sustained on account of the cutting, damaging or destruction of such timber. Licensees shall pay **Owners** for all other damage to **MFM** managed timberlands caused directly or indirectly by the acts or omissions of Licensees.

WARNING! POSSIBLE DANGEROUS CONDITIONS! Licensees are cautioned that **MFM** managed timberlands are primarily used for the production of forest products and that **MFM** managed timberlands may include very dangerous conditions (including, without limitation, the presence of log trucks, rock trucks or other forest harvesting and management vehicles, equipment and operations including chemical application). Many roads and sites on **MFM** managed timberlands are primitive and not maintained. Neither **Owners** nor **MFM** make any representations, warranties or guarantees as to the fitness, safety or suitability of any portion of **MFM** managed timberlands (including, without limitation, the roads, other improvements and all other aspects or conditions of **MFM** managed timberlands) for any recreational use or vehicle. There may be unmarked hazards on **MFM** managed timberlands and Licensees agree to assume the risk of such unmarked hazards.

Licensees expressly assume all risks that are in any way related to their activities on **MFM** managed timberlands, and all risks incident to the condition of **MFM** managed timberlands (including, without limitation, the roads, other improvements and all other aspects or conditions of **MFM** managed timberlands). Licensees waive all claims against **Owners**, **MFM** and their respective agents, property managers, employees, affiliated entities and contractors, for injury to or death of any person or persons or damage to property in connection with the access granted by this License or the condition of **MFM** managed timberlands (including, without limitation, the roads, other improvements and all other aspects or conditions of **MFM** managed timberlands). Licensees shall adhere to all requests of **Owners** and **MFM** with regard to gates and/or other methods to limit unauthorized access to **MFM** managed timberlands.

Licensees represent and warrant that the insurance listed below is a valid and existing policy and has not been, and shall not be, cancelled during the duration of this License. Licensees shall provide evidence of such insurance to **Owners** and **MFM** upon request. Licensees' insurance coverage shall be primary, exclusive of any coverage carried by **Owners** or **MFM** and shall be exhausted first notwithstanding that **Owners** or **MFM** may have other valid and collectible insurance covering the same risk. Nothing contained herein shall limit Licensees' liability to **Owners** or **MFM** to the scope or the amount of the insurance coverage.

This License may not be sold, assigned or in any manner transferred or encumbered in whole or in part. Any attempted sale, assignment, subletting or other attempted transfer shall be void. This License is not for resale, transfer or personal gain.

By accepting this License, Licensees agree to reimburse, indemnify, defend and hold **Owners**, **MFM** and their respective, property managers, employees, affiliated entities and contractors, harmless from and against all claims, causes of action (including, without limitation, those relating to personal injury), liabilities, damages, costs and expenses (including, without limitation, attorney fees and costs at trial and on appeal) of any nature

arising from any acts or omissions of Licensees while using **MFM** or violation of the terms of this License (including, without limitation, failure to abide by the rules and regulations).

Owners and **MFM** shall not be obligated to provide any rescue services or any other type of emergency services on **MMFM** managed timberlands. However, if **Owners** or **MFM** do engage in such emergency services on behalf of Licensees, Licensees agree to reimburse **Owners** and **MFM** for all costs and expenses incurred in performing such services, and agree to hold **Owners** and **MFM** harmless for any and all personal injury or damage to property resulting from such emergency services.

I/We agree to show this License & photo identification to any law enforcement officer and representative of Owners and/or Manulife Investment Management Forest Management Inc.