

Exhibit C

ROAD USE PERMIT

This Road Use Permit ("Permit") is between Weyerhaeuser Company, a Washington corporation ("Weyerhaeuser") and _____, Inc. ("Permittee") dated as of _____ ("Effective Date").

- 1. ROAD USE PERMIT AREA & PERMITTED USES.** Weyerhaeuser grants Permittee the non-exclusive right to enter and be upon the Weyerhaeuser roads located in **Sections 26 and 36, Township 3 South, Range 22 East; Sections 30 and 31, Township 3 South, Range 23 East; Section 1, Township 4 South, Range 22 East; MuCurtain County, Oklahoma**, as depicted on the map attached as **Exhibit A** ("Permit Road" or "Permit Roads") for the limited purpose of providing ingress to and egress from the property depicted on the map attached as Exhibit A.

This Permit shall be for the sole purpose of forest management activities and hauling timber and equipment related to timber harvesting activities and shall not include either recreational or residential access or third party access for any reason.

This Permit is subject to all existing easements, licenses, exceptions, and other encumbrances whether recorded, unrecorded, or evident on the ground. The permission granted to Permittee in this Permit is limited to lands owned by Weyerhaeuser. Weyerhaeuser makes no representation or warranty as to its ownership rights in the Permit Area or the interpretation by any third party of any laws, regulations, or government policies, or the existence or interpretation of any encumbrances or Indian treaties. "Permittee" includes Permittee's employees, agents, and contractors.

- 2. TERM – DATE OF EXPIRATION.** The term of this Permit commences upon the Effective Date and terminates on _____ p.m.
- 3. CONSIDERATION.** On or before the Effective Date the Permittee shall pay to Weyerhaeuser the sum of \$ 0 as a one time permit fee.
- 4. INSURANCE:** Before commencing any activities under this Agreement, Permittee shall, at its own cost and expense, secure a policy or policies of insurance, and, during the term of this Agreement, maintain such insurance, in a form, and with companies with at least an A.M. Best Rating of A VIII or better (or in the absence of an A.M. Best Rating, insurance companies acceptable to Weyerhaeuser). Insurance companies listed by the U.S. Department of Treasury's Listing of Certified Companies are considered reputable by Weyerhaeuser and will be given due consideration. The current list may be obtained at the following website address https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570_a-z.htm. Insurance requirements under the terms of this Permit for agents, contractors, and subcontractors of Permittee shall include the following minimum coverages and limits:
 - 4.1 Comprehensive general liability insurance** (with no exclusions) with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) aggregate for bodily injury and property damage, including coverage for: operations and completed operations; independent contractors; blanket

contractual liability (including liability assumed under the indemnification paragraph of this Agreement); 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"). The policies shall by endorsement name Weyerhaeuser, its subsidiaries, and affiliates, as additional insureds with respect to the performance of this Agreement. The coverages shall be primary, exclusive of any coverage carried by Weyerhaeuser, and shall be exhausted first notwithstanding that Weyerhaeuser may have other valid and collectible insurance covering the same risk. Nothing herein contained shall limit the Permittee's liability to Weyerhaeuser as to the scope or the amount of the insurance coverage. Termination of the certificate of insurance will cause this Agreement to automatically terminate. Upon termination, Permittee shall provide a statement in recordable form evidencing such termination.

4.2 State or private industrial accident insurance covering Permittee and its employees which shall fully comply with State and Federal Employment and Workers' Compensation laws.

4.3 Employer's liability insurance covering Permittee and all of its employees having limits of One Million Dollars (\$1,000,000).

Coverages in this Section 4 may be reviewed by Weyerhaeuser and revised in Weyerhaeuser's reasonable discretion from time to time, as dictated by economic or legal considerations, or to conform to the applicable prevailing insurance requirements, and Weyerhaeuser reserves the right to make reasonable changes to the amounts and types of insurance limits and policies required under this Agreement.

On or before mutual execution of this Agreement, Permittee shall deliver to Weyerhaeuser certificates from Permittee's insurance carrier evidencing the coverages described herein along with copies of the applicable endorsements, and shall provide such further evidence to Weyerhaeuser which shall establish that the industrial insurance required pursuant to subsections 4.2 and 4.3 has been secured. The policies required under this Section 4 shall not be terminated, reduced or changed without Permittee providing at least thirty (30) days prior written notice to Weyerhaeuser.

5. COMPLIANCE WITH LAW. Permittee shall comply with all applicable federal, state, and local laws, regulations, and other requirements.

6. SAFETY. Permittee shall comply with the following safety rules:

- a. Maximum speed is 35 mile-per-hour on all primary roads. Individual road conditions, weather, and limited visibility will require slower speeds.
- b. All vehicle occupants must wear seat belts on Weyerhaeuser roads.
- c. Drive with lights "on."
- d. Drive on the right.
- e. Be prepared to stop in no more than half your sight distance.

- f. Do not block roads or otherwise interfere with forestry operations.
 - g. Take all reasonable precaution to prevent unauthorized persons from using the Permit Road(s) and from entering Weyerhaeuser or other lands by means of the Permit Road(s).
 - h. Keep the Permit Road(s) open and not obstruct them, nor land any logs or other forest products alongside them , nor load any trucks on them without Weyerhaeuser's prior written permission.
 - i. Strictly comply with all safety rules and traffic regulations promulgated by Weyerhaeuser or public authority which safety rules may be changed from time to time at the sole discretion of Weyerhaeuser.
 - j. Suspend use of the Permit Road(s) whenever the use, due to weather conditions, will cause excessive damage to the Permit Road(s).
 - k. After passing through, leave all gates in open or closed position as found prior to passing through, unless otherwise instructed to follow a different local gate policy.
 - l. Notify Weyerhaeuser at Joe Felsman 870-200-2431 when use begins and upon completion of use.
- 7. ROAD MAINTENANCE.** Permittee shall maintain and leave the Permit Road(s) at a standard that allows normal use by passenger cars. If any portion of the Permit Roads are maintained by any other party, Permittee shall pay to the maintaining party Permittee's equitable share of the cost of such maintenance, to be agreed upon by the parties concerned. Acceptable road conditions include the following:
- a. Culverts need to be open, free flowing, and in good working order. If they become damaged, they shall be cut back, repaired, or replaced. Flowing streams need to be cleaned fifty (50) feet above the culvert inlet. Outlets shall be open and free of debris so blockage will not occur. Culverts shall be staked and clearly identified.
 - b. Cutbanks shall be clean and free of logging debris (limbs, tops, etc.) to prevent debris from entering and blocking the ditch.
 - c. Ditches shall be free of logging debris, well defined, and in good working order. They need to be able to accept and transport water to the nearest culvert or outlet and shall be cleaned if not functional.
 - d. Road surfaces shall be smoothed and shaped. Surface repair must be made if necessary.
 - e. Landings that are "perched" must be pulled back and stabilized to minimize possible failure.
 - f. Logging debris shall not be pushed or sidecast onto an area where it could fail, slide, or enter a stream.
 - g. Road maintenance activities shall minimize erosion and sediment delivery that impacts water quality. Such activities may include spreading an approved rock grade on road surfaces, water barring road, or placement of hay bales in ditches.
- 8. FIRE PROTECTION.** Permittee shall comply with all laws and regulations pertaining to fire protection and suppression, and take every possible precaution to prevent fires from igniting on or spreading onto Weyerhaeuser's property. If a fire should occur on or near the Permit Road, Permittee shall immediately notify Weyerhaeuser Phone

Num: _____ and appropriate government agencies and shall make every effort to help suppress or contain the fire. In addition to any liability for negligence, Permittee will reimburse Weyerhaeuser for all damages (including loss or damage of timber, and fire suppression costs) resulting from fires caused by Permittee's activities even if not attributable to negligence by Permittee or its agents.

9. HAZARDOUS MATERIALS. Permittee shall:

- a. Not dispose or discard any dangerous, hazardous, or regulated products or materials including, but not limited to, petroleum products, anti-freeze, oil filters, grease tubes, etc., on Weyerhaeuser's property.
- b. Inspect, on a daily basis, all equipment used by Permittee for hydraulic and fuel leaks, and ensure that any such equipment will be repaired and properly maintained before entry upon Weyerhaeuser property.
- c. Immediately clean up and properly dispose of any and all leaks, spills, and overfills of any material or substance, including any contaminated soil, other than clean water.
- d. Report all oil sheen on waters and all spills immediately to Weyerhaeuser's designated representative and shall advise such person of the location, type of spill, and the steps being taken to contain and control the spill.
- e. Report all oil sheen on waters and all spills within two (2) hours to the responsible local agency.

10. FIREARMS AND WEAPONS. Permittee shall not use or display firearms or weapons on Weyerhaeuser property while operating under this Permit.

11. HOUSEKEEPING. Permittee shall maintain satisfactory housekeeping practices during the duration of the Permit, and upon completion of work, shall remove all equipment, materials, tools, rubbish, and other materials of any kind, which may have accumulated on the premises. Leave the premises in a clean and satisfactory condition. On-site disposal of waste, including, but not limited to, packaging material, whether by burning, burying or otherwise, is specifically prohibited.

12. NOTICES. All notices provided for in this Permit, except notices regarding fire suppression or hazardous materials spills, must be written and given by either personal hand-delivery, facsimile, or regular U.S. mail, postage prepaid. All notices regarding fire suppression or hazardous materials must be reported in person or by telephone as soon as possible. All notices must be given to the persons whose signatures appear at the end of this Permit.

13. NON-ASSIGNMENT. Permittee may not assign its rights under this Permit without Weyerhaeuser's prior written consent, which consent may be withheld, and Weyerhaeuser may consider any attempted assignment without this consent to be void and to terminate this Permit.

14. ASSUMPTION OF RISKS. Permittee assumes all risks of personal injury or property damage to itself and its employees, agents, and contractors in connection with Permittee's activities under this Permit. Permittee acknowledges that the Permit Road(s) are used for logging, forestry, and industrial operations and are maintained, if at all, only to standards required for such use. Permittee further acknowledges and understands that

Weyerhaeuser has made no representations as to the present or future condition of its property or the Permit Road(s), the character of traffic on its property or Permit Road(s), or any other factor affecting Permittee's risks. Permittee shall pay for all damage to Weyerhaeuser's property resulting directly or indirectly from Permittee's acts or omissions under this Permit, even if not attributable to negligence by Permittee.

- 15. INDEMNIFICATION.** Permittee shall defend, indemnify, and hold harmless Weyerhaeuser and its subsidiaries (along with its directors, officers, employees, contractors, and agents) from and against all claims, demands, judgments, assessments, damages, penalties, fines, costs, liabilities, or losses including, without limitation, sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees (collectively "claims") arising from any act or omission of Permittee under this Permit, except to the extent such claims are caused solely by Weyerhaeuser's gross negligence or willful misconduct. This includes, without limitation, any claims for injury to or death of persons; damage to property; timber trespass; nuisance; mechanics' and materialmen's liens; workers' compensation and unemployment taxes; fines and penalties; and environmental damages, cleanups, and corrective actions. If Weyerhaeuser chooses to retain its own counsel for claims covered by Permittee's indemnity, Permittee shall reimburse Weyerhaeuser for all costs reasonably incurred to defend against such claims through the attorneys of its choice. Permittee shall take all steps needed to keep Weyerhaeuser's property free of liens arising from Permittee's activities, and promptly obtain or bond the release of any such liens that may be filed arising from Permittee's activity. This indemnity shall survive termination and expiration of this Permit.
- 16. TERMINATION.** All rights under this Permit shall terminate upon thirty (30) days notice by either party. If Weyerhaeuser terminates this permit for any reason, except default, the unearned portion of any prepaid consideration shall be returned to Permittee. All of Permittee's obligations to Weyerhaeuser survive termination of Permittee's rights under this Permit, until these obligations have been fulfilled.
- 17. SUSPENSION AND TERMINATION FOR DEFAULT.** Weyerhaeuser may suspend Permittee's activities under this Permit immediately by written notice of any default. Suspension will continue until the default is remedied. Any time after ten (10) days from such a suspension notice, if Permittee is still in default, Weyerhaeuser may terminate Permittee's rights under this Permit. Weyerhaeuser's right to suspend and terminate Permittee's rights under this paragraph are in addition to all other available remedies. The following events shall constitute events of default: (a) Failure to comply with any of the terms or conditions of this Permit; and (b) Commencement of any proceeding or petition under the Bankruptcy Code or any other federal or state bankruptcy, insolvency, receivership, or similar law.
- 18. TIME IS OF THE ESSENCE.** Time is of the essence for each and every provision of this Agreement.
- 19. RELATIONSHIP OF PARTIES.** This Agreement is not intended to create and shall not be construed to create any partnership or association for profit between Permittee and Weyerhaeuser, and any liabilities hereunder shall be several and not joint.
- 20. CONFIDENTIALITY.** The terms of this Permit may not be disclosed by Permittee to persons other than affiliates, parent or subsidiaries, or parties confidentially bound to

Permittee without Weyerhaeuser's prior written consent, except in situations required by law or a court of competent jurisdiction.

- 21. RECORDING.** Permittee may not record this Permit in any public records.
- 22. INTEGRATED AGREEMENT; MODIFICATION.** This Permit constitutes the entire agreement and understanding of the parties with respect to the subject matter of the Permit and supersedes all prior negotiations and representations. This Permit may not be modified except in writing signed by the parties. The parties agree to execute any additional documents reasonably necessary to effectuate the provisions and purposes of this Permit.
- 23. INTERPRETATION.** Each party acknowledges that it and its legal counsel have had the opportunity to review this Permit. The parties agree that the terms and conditions of this Permit shall not be construed against any party on the basis of such party's drafting, in whole or in part, of such terms and conditions.
- 24. WAIVER.** Failure of either party to insist upon the strict performance of any of the terms and conditions of this Permit, or failure to exercise any rights or remedies provided in this Permit or by law, or to notify the other party in the event of breach, shall not release the other party of any of its obligations under this Permit, nor shall any purported oral modification or rescission of this Permit by either party operate as a waiver of any of the terms hereof. No waiver by either party of any breach, default, or violation of any term, warranty, representation, agreement, covenant, right, condition, or provision of this Permit shall constitute waiver of any subsequent breach, default, or violation of the same or other term, warranty, representation, agreement, covenant, right, condition, or provision.
- 25. SEVERABILITY.** If any provision of this Permit is held to be invalid or unenforceable, this provision shall not affect or invalidate the remainder of this Permit, and to this end the provisions of this Permit are declared to be severable. If any such invalidity becomes known or apparent to the parties, the parties agree to negotiate promptly in good faith in an attempt to amend such provision as nearly as possible to be consistent with the intent of this Permit.
- 26. GOVERNING LAW & VENUE.** The validity, construction, and performance of this Permit shall be governed by and construed in accordance with the laws of the state in which the Permit Road(s) are located, without regard to its conflict of laws rules. The parties agree to submit to the jurisdiction of any state or federal court within such state in any action or dispute resolution process arising out of the terms, enforcement, or breach of this Permit, and the parties agree that the courts of any Indian Tribe, whether federally recognized or otherwise, shall not be utilized to resolve or adjudicate any action or dispute arising out of the terms, enforcement, or breach of this Lease.
- 27. ATTORNEYS' FEES.** Should any legal action or proceeding be commenced by either party to enforce all or any provision of this Permit, or in connection with any alleged dispute, breach, default, or misrepresentation in connection with this Permit, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs incurred in connection with such action or proceeding, including costs of pursuing or defending

any legal action, including, without limitation, any appeal, discovery or negotiation and preparation of settlement arrangements, in addition to such other relief as may be granted.

28. EXHIBITS. All exhibits referred to in this Permit are deemed to be incorporated in this Permit in their entirety.

29. HEADINGS. The headings in this Permit are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Permit nor the meaning of any of its provisions.

30. COUNTERPARTS. This Permit may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Permit at different times and places by the parties shall not affect its validity so long as all the parties execute a counterpart of this Permit.

IN WITNESS WHEREOF, the parties have executed this Road Use Permit as of the Effective Date.

PERMITTEE:

WEYERHAEUSER COMPANY

By: _____

By: _____

Its:

Its:

Address:

Address: 1507 Highway 70/71 East
De Queen, AR 71832

Tel:

Tel:

Fax:

Fax:



Exhibit A - Map 1 of 1

Section: 25, 36 Township: 3 South Range: 22 East
Section: 30, 31 Township: 3 South Range: 23 East
Section: 1 Township: 4 South Range: 22 East
County: McCurtain State: Oklahoma

