

CONE COLLECTION PERMIT

This Cone Collection Permit, including attached Schedules, (“**Agreement**”) is dated as of [REDACTED] (“**Effective Date**”) and entered between [REDACTED] (“**Permitter**”) and Mast Reforestation dba DroneSeed Co., a Delaware corporation, (“**Permittee**”).

1. Permit. Permitter hereby permits Mast Reforestation, its affiliates (including but not limited to its subsidiaries Silvaseed Corporation and Cal Forest Nurseries) and respective employees, contractors and agents, (collectively, “**Permittee**”) to enter certain property Permitter owns or manages located at [REDACTED] (the “**Property**”) for the limited purpose of scouting, surveying, and collecting conifer cones. Permitter represents and warrants that it possesses sufficient authority to grant to Permittee the rights set forth in this Agreement, including but not limited to the rights to scout, survey and collect conifer cones.

2. Cost. Permittee may collect, process and retain conifer cones in exchange for (please mark):

a. a flat fee of \$250, provided that a masting event occurs prior to Permittee beginning collection, as such event is determined by both parties;

b. a future 10% discount on purchased seed from Mast Reforestation or its subsidiaries, provided that seed is for reforestation activities on the same property from which Mast Reforestation collected seed under this agreement

Title and risk of loss to conifer cones shall pass to Permittee when conifer cones are severed from the Property.

3. Payment Terms. Permitter shall pay Permittee for its services under this agreement on a Net 30 basis, following receipt of an invoice from Permittee.

4. Collection. In collecting conifer cones, Permittee shall:

a. only collect conifer cones of the species and from harvest areas on the Property as agreed to in advance by the parties and designated on maps supplied to Permittee;

b. harvest conifer cones in a workmanlike manner, avoiding damage to trees and

other forest products, in compliance with the Safety Addendum attached as Schedule A;

c. not subject forest material, timber or any property of Permitter to any lien for labor, materials or money;

d. comply with all federal, state, and local laws and regulations governing: (i) agricultural employers/farm labor permittees and migrant or seasonal agricultural workers, and any related wage laws and regulations; and (ii) fire protection and correct forestry practices;

e. not disturb, hinder, interfere in or otherwise inhibit Permitter operations on the Property; and

f. shall follow Fire Prevention Rules attached as Schedule B and shall: (i) not build any fire on the Property or on any other Permitter property; (ii) report any fire or signs of fire seen while on any Permitter property; and (iii) use reasonable efforts to suppress any fire that is non-threatening.

5. Condition; Access. Neither party guarantees conifer cones quantity or quality. Permitter represents and warrants that it has sufficient authority to grant Permittee access to the property for the purpose of performing the services. Notwithstanding the foregoing, Permitter makes no representations concerning the condition of roads used to access the Property and reserves the right to control traffic on roads that cannot sustain vehicular (truck) traffic.

6. Permit Term. The term of this Agreement begins on the Effective Date and ends following the occurrence of a mast event, as such event is agreed to by the parties, only after Permittee completes collection of conifer cones pursuant to this Agreement. Notwithstanding the foregoing, either party may terminate this Agreement upon 30 days written notice.

7. Exclusivity. Permitter shall not provide permits to, or enter into or continue negotiations, discussions, agreements or understandings with any other person or entity concerning Specialized Product, seed or cone collection on the Property.

8. **Confidentiality.** This Agreement and terms thereof constitute Permittee's confidential information and Permitter shall not use or disclose such confidential information to third parties without Permittee's prior written permission. This section survives for 5 years following termination of this Agreement.

9. **Permittee Independence.** Permittee is an independent contractor and shall not be considered an employee, servant, agent, partner, or co-venturer of Permitter. Permittee is not performing a service for the benefit of Permitter. Persons performing work for Permittee are employees, contractors or agents of Permittee and who shall not be considered employees or agents of Permitter. Permitter shall not exercise control or supervision over Permittee's services pursuant to this Agreement. Permittee assumes full responsibility for the actions of its employees, contractors and agents while on the Property, and shall be solely responsible for their supervision, daily direction and control, including but not limited to payment of wages.

10. **Insurance.** Permittee, at its expense, shall procure insurance covering Permittee against risks, with minimum limits as indicated in Schedule C.

11. **General Indemnity & Release.** Permittee shall indemnify, defend and hold Permitter harmless from and against any and all loss, cost, damage, expense, lien (for example, construction, mechanics or materialman's liens filed against Permitter's property) or claim of every kind and nature (including, without limitation, court costs, expenses and attorneys' fees), whether caused or contributed to by the negligence of Permitter, its employees, contractors or agents, for injuries to or death of persons, theft of or damage to or destruction of property or violations of law or regulations, arising or growing out of, or in any manner connected with services performed by Permittee under this Agreement. Notwithstanding the foregoing, Permittee shall not indemnify Permitter against the sole combined negligence of Permitter, its employees, contractors or agents. This section survives for 5 years following termination of this Agreement.

12. **Governing Law.** This Agreement is governed by and construed pursuant to the laws of the State of

Washington. In any action at law or in equity to enforce or interpret terms of this Agreement, the prevailing party is entitled to reasonable attorneys' and consultant fees, costs, and necessary disbursements, in addition to any other relief to which such party may be entitled.

13. **Severability; Waiver.** If any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable or invalid, that provision shall be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and remaining provisions shall remain in full force and effect. No failure or delay to exercise any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude further exercise of any such right.

14. **Notices.** All notices under this Agreement shall be in writing and effective upon the earliest of: (a) when personally delivered to the recipient; (b) 1 business day after deposit with a nationally recognized overnight-guaranteed delivery service; (c) 3 days after deposit in a sealed envelope into the United States mail, postage prepaid by certified mail, return receipt requested; or (d) on the next business day after transmission by email, so long as the email is properly addressed and the sender does not receive a delivery failure notice. Notices shall be sent to the respective addressee at its address or email address set forth below.

15. **Assignment.** This Agreement shall not be assigned, in whole or in part, by either party without prior written consent of the other party. Notwithstanding the foregoing, Permittee may assign this Agreement to its subsidiaries, affiliates and any third party in connection with such third party's acquisition of Permittee, or sale of some of all of Permittee's assets to such third party.

16. **Entire Agreement; Counterparts.** This Agreement constitutes the entire understanding between the parties with respect to the transactions contemplated herein and may be executed in one or more counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute one and the same agreement.

[SIGNATURE PAGE FOLLOWS]



The parties executed this Cone Collection Permit as of the Effective Date.

Mast Reforestation

Permitter: _____

By: _____
Name: John Hall
Title: COO, Interim CFO
Address: 950 NW Leary Way, Seattle, WA 98107
Email:

By: _____
Name: _____
Title/Role: _____
Address: _____
Email:



SCHEDULE A

SAFETY ADDENDUM

1. **Compliance with Law.** Permittee shall comply with all applicable federal, state, and local safety and health laws, regulations and standards. Failure of Permittee or its employees, agents and/or permittees to comply with all federal, state, local health and safety laws, rules and regulations is grounds for immediate termination of the Agreement.
2. **Responsibility for Safety and Health.** Permittee is reasonable for safety and health conditions in connection with its operations on the Property. Permittee has primary and ultimate responsibility for instructing and supervising its employees on safety work practices. Permittee has primary and ultimate responsibility for enforcing the safety and health laws, practices, regulations, and procedures set forth in Section 1 of this Schedule. It is Permittee's responsibility to protect its own and others' employees from such hazards. Permittee is responsible for identifying existing on-site hazards in its area of work and for taking appropriate actions to inform its employees how to recognize and avoid the hazard and to protect its own and others' employees from those hazards. If Permittee or any person working under the Agreement creates or causes a hazard in the course of its work, Permittee is responsible for correcting the hazard. Permittee has an obligation to immediately notify Permitter and others at the Property whenever Permittee and/or its employees become aware of a hazard which Permittee cannot remove or correct immediately. Permitter supervisory and management personnel have the authority to inform Permittee of violations of any health and safety laws, rules and regulations and at all Permitter operations. Work will resume only after the appropriate corrective actions have been taken by Permittee.
3. **Safety During Hunting Season.** Permittee shall become familiar with hunting seasons applicable to the Property under state law, when hunters may be in or near the Property. During hunting seasons applicable to the Property, Permittee and any employees or permittees of Permittee shall wear safety orange/hunter orange clothing to prevent accidental shooting. Permittee shall indemnify, hold harmless, and defend Permitter against any claims arising from casualties or injuries to Permittee or Permittee's employees or permittees caused by hunters who accidentally, negligently, recklessly or intentionally discharge firearms within and around the Property.



SCHEDULE B

FIRE PREVENTION RULES

1. Introduction

The following rules are set in place for the purpose of fire protection and are applicable to all permittees, companies, service providers, and guests on any and all landowner property. All of the above-mentioned entities are required to review and comply with these rules while traveling on and/or working on lands. Additional rules may be required by the Permitter at a later date.

2. Contact

REPORTING FIRES:

- a. IF IN OREGON, REPORT FIRES TO ODF DISPATCH (541-947-6315);
- b. IF IN CALIFORNIA, REPORT FIRES TO CALFIRE (9-1-1); or
- c. IF IN WASHINGTON, REPORT FIRES TO THE DNR (800-562-6010);
- d. IF IN NEW MEXICO, REPORT FIRES TO FORESTRY DIVISION DISPATCH (505-827-8080)
- e. IF IN MONTANA, REPORT FIRES TO 911 (9-1-1), then

THEN CALL SILVASEED (253-843-2246).

FOR ANY OTHER EMERGENCY DIAL 9-1-1.

3. General Fire Season Requirements

- a. Use of heavy equipment and / or chainsaws is not permitted.
- b. Use of motor vehicles including motorcycles and all-terrain vehicles is prohibited, except on improved roads.
- c. Each vehicle (including ATV's) have the following fire equipment:
 - i. 1 Shovel
 - ii. 1 Axe/Pulaski
 - iii. Chemical fire extinguisher rated as not less than 5 lbs ABC (1-A; 10-B-C)
 - iv. 5 gallons of non-drinking water
 1. IN MONTANA: One 5-gallon backpack minimum; standard galvanized metal, fiberglass, or rubberized backpack water container with attached hand pump; full of water at all times
- d. Smoking at any point while working on or traveling in or across an operation area is strictly forbidden, including smoking in vehicles.
- e. To get further information regarding fire season and the restrictions you can contact ODF at 541-883-5681, CalFire at (916) 653-5123, Washington DNR at 360-902-1400, Montana DNR at 406-542-4300, and New Mexico Forest Restrictions Hotline at 1-877-864-6985

4. Miscellaneous Provisions

- a. Permitter has the right to inspect Permittee's equipment and require operational test by Permittee at any time.
- b. Permittee shall devote every reasonable effort and all facilities and employees to the prevention and suppression of any fire on or near the Contract Area, regardless of its cause, place or origin.
- c. Non-compliance with any item required for fire protection may cause suspension of all operations until deficiencies are corrected.



SCHEDULE C

REQUIRED PERMITTEE INSURANCE COVERAGE

Permittee, at its expense, shall procure insurance with companies satisfactory to Permitter covering Permittee and its agents against risks and with minimum limits as follows:

1. Workers' Compensation (Statutory amount) and Employer's Liability \$1,000,000.
2. Commercial General Liability insurance of \$1,000,000 combined single limit Bodily Injury and Property Damage each occurrence. Extensions of coverage to include Contractual Liability, Broad Form Property Damage, Products/Completed Operations, Cross Liability, and Pollution arising out of heat, smoke or fumes from Hostile Fires.
3. Commercial Automobile Liability insurance of \$500,000 combined single limit of Bodily Injury and Property Damage coverage each occurrence. Coverage shall extend to all owned, hired, or non-owned vehicles.
4. The policies specified above shall include an endorsement which shall provide that Permitter be given a 30-day written notice prior to cancellation or material change to the policy. The additional insured endorsement must be ISO C20 10 11 85 (or other form with like wording). Additional insured status gives the additional insured rights of indemnity under the policies that are independent of the contractual requirement to indemnify.
5. All liability coverages must be on an "occurrence" basis as opposed to "claims made".
6. Permittee hereby waives any subrogation claim against Permitter by its insurers under the policies specified in above, for damages arising from any peril insured against under such policies. If necessary, the policies specified in above shall include an endorsement allowing this waiver of subrogation claims.
7. All insurance shall be in a form sufficient to protect Permittee and Permittee's permittees (to the extent they are involved in the Agreement) and Permitter against the claims of third persons, and to cover claims by Permitter against Permittee for which Permittee has assumed liability under this Agreement.
8. Prior to commencement of operations, Permittee shall furnish Permitter a certificate(s) of insurance, dated and signed by a stated, authorized agent for the insuring company or companies, in a form acceptable to Permitter and containing a representation that coverage of the types listed above is provided with the required limits. Permitter reserves the right to require a certified copy of the policy(ies) or to examine the actual policy(ies). Said certificates shall be sent to Permitter at an address Permitter may designate.