

Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your social security number or your driver's license number."

STATE OF TEXAS §
COUNTY OF TYLER §

Trkg #: 19-022
Colt Fee Access Road
CT

TEMPORARY ROAD EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, **JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A)** a Michigan corporation, successor by merger to John Hancock Life Insurance Company, a Massachusetts corporation, with mailing address of c/o Land Records, 8570 Business Park Drive, Suite 200, Shreveport, Louisiana 71105, [for and to the extent of its **Separate Account 112**], duly authorized to do business in the State of Texas (the "Grantor"), for and in consideration of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, and of the performance of the obligations, stipulations, and agreements hereinafter set out to be done and performed by the Grantee and subject to the conditions and stipulations hereof, does hereby grant and convey to **COLT OPERATING, LLC**, whose address is 616 Texas Street, Suite 102, Fort Worth, Texas 76102 (the "Grantee"), a non-exclusive temporary access easement for pedestrian and vehicular ingress and egress, over and across that certain tract of land ("Land") owned by the Grantor in Tyler County, Texas, more fully described as follows:

A strip of land being .010 acres, more or less, located in the A.D. Wilson Survey, A-952, Tyler County, Texas and more specifically described in Exhibit "A" hereto attached and made a part of.

This temporary easement is subject in all things to the following terms and conditions:

1. The temporary easement granted hereunder shall have a term (the "Term") that shall expire on the later of the following dates: (i) the Abandonment of the temporary easement, as defined hereinafter, but in no event later than sixty (60) years from the date hereof, or (ii) sixty (60) years from the date hereof. Notwithstanding anything to the contrary set forth herein, the Easement Term and the temporary easement granted herein may not extend beyond sixty (60) years after the date of this Agreement. The parties hereto recognize and agree that all consideration paid by Grantee to Grantor hereunder shall constitute rent for tax purposes. A notice of cancellation ("Notice") filed in the Real Property Records of Tyler County, Texas by Grantor shall be *prima facie* evidence of such reversion, but shall not be required for such

reversion to occur. All persons entering the property encumbered by this temporary easement shall confine themselves to the operations and purposes contemplated herein and no trespassing or other uses shall be permitted by the Grantee, his heirs and successors.

2. It is understood and agreed that the Grantor, its agents, servants, employees, independent contractors, and vendees shall have the same free and uninterrupted right to use this temporary easement as the Grantee, provided such use does not unreasonably interfere with the use being made thereon by the Grantee. The roadway shall be limited to vehicular traffic of the type represented by normal oil field vehicles and passenger automobiles. Grantee shall keep the roadway in good repair so as to be usable by ordinary passenger automobiles (i.e. cars, pick-up trucks, etc).

3. This temporary easement is subject to all liens, leases, temporary easements, servitudes, rights-of-way, prescriptive rights, oil, gas and mineral leases, reservations and other matters of record or apparent on the property. It is distinctly understood and agreed that the Grantor by this grant, grants no greater rights than it is permitted to grant in view of such liens, easements, leases, servitudes, rights of way, oil, gas and mineral leases, reservations and other grants and encumbrances aforesaid.

4. It is further stipulated and agreed that this temporary easement granted shall be a covenant running with the land subject to the terms, conditions and time limitations set forth herein, and the Grantee assumes the risk of any such use of the property by himself, his agents, servants, employees, invitees, and licensees and agrees to accept such loss or damage, if any, for such use of the property without contribution from the Grantor, its successors and assigns, other than herein specifically provided. The Grantor shall not be liable for any claim arising out of the negligence of the Grantee, his agents, servants, employees, and invitees in using this temporary easement. The Grantee agrees for himself, his heirs and successors, to exercise reasonable diligence in the use of this temporary easement.

5. The Grantee recognizes for himself and his successors, that the Grantor has acquired and owns the lands across which this temporary easement is granted and other lands, for its use in growing, conserving and using timber and pulpwood in connection with its operations; and it is specifically understood and agreed that the granting of this temporary easement shall in no way interfere or inconvenience the Grantor in the growth, production, cutting and transporting of timber and wood from the balance of the lands of the Grantor not specifically included within the limits of the temporary easement. The Grantor shall have the right at all times to use for its own purposes, said temporary easement without notice to the Grantee and without the necessity of obtaining his consent to cross the temporary easement and also to use and to cross said temporary easement with teams, trucks, tractors, or other means of transportation, it being the intent hereof that the Grantor, its successors, assigns, agents, servants, employees, independent contractors, and vendees, shall at all times have the unrestricted right to enter upon and use the lands embraced within the limits of the temporary easement herein granted and the temporary easement itself in such ways as may be reasonably necessary to it in conducting and carrying on the business in which it is engaged.

6. The Grantee covenants and agrees for himself and his successors, to indemnify, defend and hold harmless the Grantor, its successors, assigns, agents and employees, from any and all losses, causes of action, damages, claims and liabilities, including costs and attorneys fees of every kind and character caused by the Grantee or his agents and employees, including without limitation, claims for bodily injuries, death, and damages to individuals or property that may arise from the Grantee's exercise and use of any rights, duties, and obligations granted to him under this temporary easement including, but not limited those connected with the construction, maintenance and any use of this temporary easement by the Grantee, his agents, successors and employees. The Grantee shall indemnify, defend and hold harmless the Grantor from and against any and all mechanics', materialmen's or other liens or claims (and all costs and expenses associated therewith) arising from any construction or maintenance work performed by the Grantee or his agents on the Land or adjacent property.

7. The liability of Grantor for any breach of a covenant of warranty, expressed or implied, if any, shall be limited to the return of the cash consideration herein paid. Except for any warranty of title herein, there are NO WARRANTIES EXPRESS OR IMPLIED, WITH RESPECT TO THE TEMPORARY EASEMENT CONVEYED HEREIN, INCLUDING NO WARRANTY OF HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. The temporary easement is conveyed, AS IS. THIS CONVEYANCE IS EXECUTED, DELIVERED AND ACCEPTED WITHOUT ANY REPRESENTATION, ASSURANCE OR WARRANTY, WHETHER EXPRESS OR IMPLIED, AS TO THE CONDITION OF THE ABOVE PROPERTY AND THE IMPROVEMENTS SITUATED THEREON, OR AS TO THE FITNESS, MERCHANTABILITY OR SUITABILITY OF SAID PROPERTY OR IMPROVEMENTS FOR USE AS AN TEMPORARY EASEMENT OR OTHERWISE, OR AS TO THE EXISTENCE, NON-EXISTENCE OR EXTENT OR NATURE OF DEFECTS OF ANY KIND, EITHER APPARENT OR LATENT.

IN CONSIDERATION OF THE GRANTOR CONVEYING SAID TEMPORARY EASEMENT FOR THE CONSIDERATION HEREINABOVE RECITED, THE GRANTEE ACCEPTS SAID PROPERTY, IN ITS PRESENT CONDITION, "AS IS," "WITHOUT ANY WARRANTY OR GUARANTEE AS TO THE CONDITION, FITNESS, MERCHANTABILITY, SUITABILITY OR FREEDOM FROM DEFECTS."

8. It is specifically understood and agreed that the Grantee herein shall have the full responsibility of obtaining any and all federal, state or local permits or licenses, and the Grantee, his heirs and successors shall fully comply with all the laws, rules, regulations and requirements of any federal, state or local government, authority, agency, commission or regulatory body insofar as any of the same may apply to the use of the Land for the purpose herein granted, and particularly as such laws, rules, regulations and requirements may relate to protection of the environment, water and air, and the prevention of forest fires. The Grantor will be held harmless by the Grantee from any and all legal actions resulting from acts performed by or for the Grantee under this provision.

9. In the event the Grantee defaults in the performance of any provision or covenant hereof

and thereafter fails to cure or correct such default within thirty (30) days after written notice of such default, the Grantor may at its option and election immediately terminate this temporary easement and all the rights of the Grantee hereunder by filing of a Notice. Notwithstanding such termination, the Grantee shall remain liable for any obligation(s) arising under this temporary easement which may have accrued prior to the termination of this temporary easement.

10. The Grantee, his successors and heirs shall not assign or otherwise transfer his interest in this temporary easement without the prior written consent of the Grantor, which may be exercised in its sole discretion.

11. All notices hereunder to the Grantor shall be mailed to HANCOCK FOREST MANAGEMENT, INC., 8570 Business Park Drive, Suite 200; Shreveport, Louisiana 71105 and all notices to the Grantee shall be mailed to **COLT OPERATING, LLC**, whose address is 616 Texas Street, Ste 102, Fort Worth, Texas 76102. All notices provided or permitted to be given in this temporary easement must in writing and shall be deemed delivered three (3) days after deposit in the United States mail, postage prepaid, certified with return receipt requested and addressed to the party to be notified at the address set forth in this paragraph or at the last address for which the sending party has for the party to be notified at the time the notice is sent.

12. In the case any one or more of the provisions contained in this temporary easement shall for any reason be invalid, illegal or unenforceable in any respect, to the extent such invalidity or unenforceability does not destroy the basis of the bargain among the parties, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and the parties agree to substitute a similar provision which is not invalid or unenforceable for the invalid or unenforceable provision. Whenever required by the context of this agreement, the singular number shall include the plural and neuter shall include the masculine and feminine.

13. Notwithstanding anything to the contrary contained herein, this temporary easement is granted solely and exclusively to Grantee, for its own use, and no cables, communication lines or other devices may be placed in this temporary easement; unless such cables, communication lines or devices are for internal use by Grantee for the transmission of electricity or data.

14. Grantee agrees to carry, at all times during the construction, use, operation and maintenance of said pipeline and the grace period following cessation of such use and operation as established hereafter, such insurance as Grantor may reasonably require, including but not limited to:

- a) General Liability Insurance covering personal injuries and property damage of at least \$5,000,000 for each occurrence and in the aggregate;
- b) Vehicle Liability Insurance providing \$5,000,000 coverage for each occurrence and in the aggregate;
- c) Pollution Liability Insurance with coverage of at least \$5,000,000 for each occurrence,
- d) Worker's Compensation Insurance which meets the requirements of the State of Texas; and
- e) Employer's Liability Insurance coverage of at least \$1,000,000 for each occurrence.

The policies providing such insurance shall:

- a) be with an insurance carrier having an A.M. Best's rating of at least A- and of financial size category X, or otherwise be acceptable to Grantor; and
- b) with respect to a) through c) above, shall name Grantor as Additional Insured thereunder.

Any subcontractors must also meet the same insurance requirements except with respect to the coverage's required under subsections (a) and (b), the limits must be at a minimum of \$2,000,000 for each such subcontractor rather than the limits stated above; and Grantee is responsible to ensure that these requirements are met.

Grantee shall furnish Grantor with written evidence of insurance, signed and warranted by an authorized representative of the insurance companies issuing same and indicating that these policies are in force, that the premiums therefore have been paid and that the limits thereunder shall not be changed nor the insurance described therein modified or canceled until thirty (30) days after prior written notice of such change of limits, modification or cancellation has been provided to Grantor. Such evidence shall be delivered to Grantor prior to the commencement of any work hereunder by Grantee and annually thereafter. In the event Grantee fails to provide such insurance coverage, or annual evidence thereof, Grantor shall have the right to terminate this Grant of Easement by filing a Notice of such termination in the Office of the County Clerk of Tyler County, Texas.

[SIGNATURE PAGE FOLLOWS]

THUS DONE AND SIGNED before the undersigned competent witnesses and me, Notary Public, this 16th day of September, 2019.

GRANTOR:

JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.)
[for and to the extent of its Separate Account No. 112]

By: Hancock Natural Resource Group, Inc., Its Advisor

WITNESSES:

[Signature]
Print: Derek Solmie

[Signature]
Print: Jean Bracy

By: [Signature]
Print Name: David Kimbrough
Its: Vice President

STATE OF NORTH CAROLINA §

COUNTY OF MECKLENBURG §

On this 16th day of September, 2019, before me appeared David Kimbrough, to me personally known, who, being by me duly sworn, did say that he is the Vice President of **JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.)**, and that he, as such and being authorized so to do, executed the foregoing instrument as the act of the partnership for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



[Signature]
Notary Public in and for the State of North Carolina
My commission expires: 3-27-2022

THUS DONE AND SIGNED before the undersigned competent witnesses and me, Notary Public, and being considered effective this 11th day of September, 2019.

GRANTEE:

COLT OPERATING, LLC

WITNESSES:

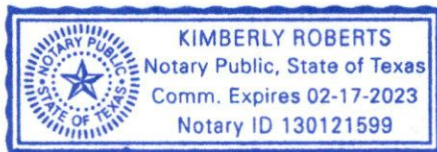
Jennifer Johnson
Print: Jennifer Johnson

Staci Gilberg
Print: Staci Gilberg

James A. Holcomb Jr.
By: James A. Holcomb Jr.
Its: EVP. Land & Business Development

STATE OF TEXAS §
COUNTY OF Tarrant §

This instrument was acknowledged before me on the 11th day of September, 2019, by James A. Holcomb Jr. EVP. Land & Business Development of **COLT OPERATING, LLC.**



Kimberly Roberts
Notary Public in and for the State of Texas
My commission expires: 2/17/23

EXHIBIT "A"

SURVEYED: TRACT 1, TRACT 2, & 30' EASEMENT - TYLER CO., TX

