

# WestRock – Pacific Northwest Division

## WESTROCK CP, LLC MASTER SUPPLIER AGREEMENT

THIS AGREEMENT made and entered into as of July 1, 2020, by and between each wood fiber supplier (hereinafter referred to as "SUPPLIER") and WestRock CP, LLC, a Delaware limited liability company hereinafter referred to as "BUYER," on behalf of itself and its affiliates, with an office at: 1000 Abernathy Road NE, Atlanta, Georgia 30328.

### W I T N E S S E T H:

WHEREAS SUPPLIER is an independent contractor in the business of buying, selling, producing, or delivering (or any combination thereof) pulpwood, chips, sawtimber, fuelwood, or other raw wood fiber (hereinafter called "wood fiber") for further processing or use; and

WHEREAS, BUYER desires to buy and/or receive various wood fiber from SUPPLIER for further processing or use at designated locations from time to time, and SUPPLIER desires to sell, produce or deliver (or any combination thereof) wood fiber to BUYER; and

WHEREAS, SUPPLIER and BUYER desire to enter into this Agreement and to provide for the terms and conditions under which said wood fiber will be sold and/or delivered by SUPPLIER and purchased and/or received by BUYER;

NOW, THEREFORE, in consideration of the promises and of the mutual covenants hereinafter set forth, SUPPLIER and BUYER hereby agree as follows:

#### **1. INDEPENDENT CONTRACTOR**

In the performance of this Agreement, SUPPLIER will be acting as an independent contractor and will not be acting as an agent, employee, servant, joint venture or partner of BUYER. SUPPLIER will select, hire and fire its own employees, agents, servants and suppliers and will be responsible for paying all compensation and wages and paying and reporting all employment taxes. SUPPLIER will be solely responsible for supervising its employees and suppliers and shall have exclusive control of the means, methods, techniques and procedures used in performing this Agreement. BUYER will have no right to control or supervise SUPPLIER'S work practices or employees or suppliers or the hours worked. SUPPLIER will be responsible for providing, maintaining and repairing all tools, vehicles, machinery and equipment needed in the performance of the Agreement. The requirements of this Agreement apply fully to SUPPLIER's agents, employees, contractors, suppliers and all others working on behalf of SUPPLIER.

#### **2. TERM**

This Agreement shall begin upon the date first above written and will continue for a period of five (5) years or until terminated by either party immediately upon giving written notice to the other party. The parties hereto agree that any prior Master Supply Agreement by and between the parties is hereby terminated effective as the date hereof without further notice required.

#### **3. WARRANTY OF GOOD TITLE**

SUPPLIER warrants and covenants that it has good, merchantable title to the wood fiber being sold to BUYER hereunder, that it has good right to sell and convey the same, that the wood fiber is free from all encumbrances, and that the SUPPLIER will warrant and defend the same to BUYER against the claims of all persons.

#### **4. SPECIFICATIONS**

SUPPLIER will be responsible for obtaining information on BUYER specifications for BUYER's facility to which the wood fiber is being delivered prior to delivery. BUYER shall have the right to make deductions for any products not meeting specifications. BUYER may dispose of any non-conforming products in any manner it chooses without being required to hold the materials for SUPPLIER'S inspection.

#### **5. RECEIVING**

All wood fiber delivered hereunder by SUPPLIER shall be scaled or weighed by BUYER, or its contractors or designee, based on bone dry tons, upon acceptance at the delivery point. The quantity of wood fiber delivered hereunder shall be measured in Bone Dry Tons which for the purposes hereof, is that quantity of wood fiber which contains 2,000 pounds of bone dry wood solids determined as follows:

With respect to truck deliveries, BUYER will, at its wood fiber unloading facilities, determine the weight of each truckload of wood fiber (in pounds) and deduct the tare weight. The green weight so determined shall be multiplied by a factor representing the bone

dry content of the green wood fiber and the result thereof will be divided by 2,000 to arrive at the Bone Dry Tons of wood fiber in each truckload.

The bone dry factor will be determined by BUYER by representative moisture samples.

## 6. PAYMENT

On a weekly basis, BUYER or its designee shall pay for wood fiber cut and hauled, and/or received and accepted hereunder and shall provide SUPPLIER with settlement detail. Payment shall be made as indicated on the SUPPLIER's Automated Clearing House direct deposit form. BUYER reserves the right to set off against such payment(s) any amounts due, or claimed to be due, to BUYER or its affiliates from SUPPLIER or its affiliates, and SUPPLIER specifically consents to such reservation including, without limitation, any charges assessed by BUYER against SUPPLIER for any noncompliance with BUYER's overweight policy. SUPPLIER shall have thirty days after receipt of payment to contest any shortfall or inaccuracies in payment, and any further claims are hereby waived. The term "affiliate" as used herein shall include any entity that controls, is controlled by, or is under common control with a party.

## 7. INSURANCE

When SUPPLIER is supplying wood fiber by truck or barge where SUPPLIER's truck or barge, or SUPPLIER's subcontracted truck or barge is used to deliver the wood product to the BUYER's facility, prior to delivering wood fiber under this Agreement, SUPPLIER shall provide and shall furnish BUYER with proof of coverage of the insurance required under this Agreement which shall consist of a certificate or certificates of insurance, in duplicate, issued by the SUPPLIER's insurance carrier or carriers, setting forth the amounts of coverage, policy numbers and expiration dates and providing for thirty (30) days prior written notice to BUYER before such insurance may be altered or cancelled. Such insurance coverage shall include:

- I) Workers' Compensation Insurance, in accordance with applicable law as well as the following provisions covering all employees of SUPPLIER and/or employees of any contractor or subcontractor engaged in supplying wood fiber under this Agreement; provided, however, should SUPPLIER elect not to include the owner(s), partners and/or executive officers of such operation in Worker's Compensation Insurance, in consideration for BUYER accepting such coverage, SUPPLIER further represents and warrants that (a) SUPPLIER is an independent contractor and each owner, partner and/or executive officer of SUPPLIER is not an employee(s) of BUYER, and has no right to claim any benefits, including workers compensation benefits, under any BUYER plan, policy, or coverage; and (b) SUPPLIER acknowledges that it/(s)he may purchase a Worker's Compensation plan, insurance or otherwise, insuring any of the owners, partners and/or executive officers but has elected not to do so as allowed by law and assume all risks as a result of this decision:
  - a) Policy must cover "All States" and include "Voluntary Compensation" endorsement.
  - b) Employers Liability with a minimum limit of Five Hundred Thousand Dollars (\$500,000) bodily injury per accident, Five Hundred Thousand Dollars (\$500,000) each employee by disease, Five Hundred Thousand Dollars (\$500,000) disease policy limit.
- II) Commercial General Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000) per occurrence. The primary, umbrella and/or excess liability policies that, alone or in combination, provide the stated limit, must include the following provisions:
  - a) WestRock CP, LLC and WestRock Company, ITS PARENT, SUBSIDIARIES, AFFILIATES AND/OR ASSIGNS, as an additional insured;
  - b) SUPPLIER's insurance as primary which does not contribute to and is not in excess of any insurance carried by BUYER which may respond to a covered event;
  - c) Contractual liability coverage;
  - d) Occurrence form; and
  - e) Minimum of 30 day notice of cancellation, termination, nonrenewal or material modification.
- III) Automobile Liability Insurance covering any vehicle to be used in the performance of the Contract, with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence. A certificate of insurance may be provided by SUPPLIER's contractor or subcontractor. The primary, umbrella and/or excess liability policies that, alone or in combination, provide the stated limit, must include the following provisions:
  - a) WestRock CP, LLC and WestRock Company, ITS PARENT, SUBSIDIARIES, AFFILIATES AND/OR ASSIGNS, as an additional insured;
  - b) SUPPLIER's insurance as primary which does not contribute to and is not in excess of any insurance carried by BUYER which may respond to a covered event; and
  - c) Minimum of 30 day notice of cancellation, termination, nonrenewal or material modification.
- IV) Protection and Indemnity Insurance. Contractor shall maintain, or require the owner or operator of watercraft, or marine vessels, to maintain, Protection and Indemnity Insurance with a minimum combined single limit of Five Million Dollars (\$5,000,000) per

occurrence to cover claims or liabilities arising out of the ownership, operation or use of any such watercraft, or marine vessels, including coverage for liabilities for the removal of wreck or debris as compulsory under statute or where such wreck or debris interferes with the operations of WestRock or third parties. At a minimum, such insurance shall include the following provisions:

- a) WestRock and its affiliates and subsidiaries, and their respective officers, directors, managers, employees, agents and assigns as additional insureds; and
  - b) Contractual liability coverage.
- V) If SUPPLIER is not delivering the wood fiber by truck, barge or rail and they solely use a sub-contractor for these services, then Section 7(III) above can be replaced with an Automobile Contingent Liability policy with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence. The primary, umbrella and/or excess liability policies that, alone or in combination, provide the stated limit, must include the following provisions:
- a) WestRock CP, LLC and WestRock Company, ITS PARENT, SUBSIDIARIES, AFFILIATES AND/OR ASSIGNS, as an additional insured;
  - b) SUPPLIER's insurance as primary which does not contribute to and is not in excess of any insurance carried by BUYER which may respond to a covered event; and
  - c) Minimum of 30 day notice of cancellation, termination, nonrenewal or material modification.

Any insurance deductible will be paid by SUPPLIER and is not a reimbursable expense under the Agreement. SUPPLIER waives all rights of subrogation against BUYER for losses whether or not covered by insurance policies. SUPPLIER must provide evidence satisfactory to BUYER that each policy has been purchased through an insurance company with a Best Rating of A- or better, and all the above provisions endorsed to the policy, prior to the admittance of SUPPLIER to BUYER's receiving facility. Such evidence will include a current certificate of insurance which references all provisions as listed above. Furthermore, it shall be the sole and exclusive responsibility of SUPPLIER to ensure all of its Subcontractors are compliant with the insurance requirements as set forth in this Agreement. In requiring SUPPLIER to maintain liability insurance naming BUYER as an additional insured, BUYER is not admitting that it has any liability for the acts of SUPPLIER but is merely attempting to protect its interest against the Claims of any third parties that might seek to hold BUYER responsible for the acts of its independent supplier.

## 8. INDEMNIFICATION

- (a) To the fullest extent allowed by applicable law, SUPPLIER at all times will indemnify, release, protect, defend and hold BUYER and its affiliates and BUYER's and its affiliates' employees, agents, and/or representatives (the "Buyer Indemnitees") harmless from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expense of whatever kind, including professional fees and reasonable attorneys' fees, arising from or in connection with:
- i. any bodily injury, death of any person, or damage to real or tangible personal property of any person, including Buyer Indemnitees, arising from, or in any manner connected with, the performance of this Agreement by SUPPLIER or SUPPLIER's affiliates, subsidiaries, managers, officers, directors, employees, contractors, subcontractors, agents, successors, assigns, and/or representatives; or
  - ii. any negligent or more culpable act or omission of SUPPLIER or SUPPLIER's affiliates', subsidiaries', managers, officers, directors, employees, contractors, subcontractors, agents, successors, assigns, and/or representatives in connection with the performance of its obligations under this Agreement; or
  - iii. any failure by SUPPLIER or SUPPLIER's affiliates', subsidiaries', managers, officers, directors, employees, contractors, subcontractors, agents, successors, assigns, and/or representatives to comply with any applicable federal, state, or local laws, regulations, or codes in the performance of its obligations under this Agreement; or
  - iv. breach or non-fulfillment of any representation, warranty, or covenant under/representation or warranty set forth in this Agreement by SUPPLIER; or
  - v. any failure by SUPPLIER or SUPPLIER's affiliates', subsidiaries', managers, officers, directors, employees, contractors, subcontractors, agents, successors, assigns, and/or representatives to comply with any applicable federal, state, or local laws, regulations, or codes in the performance of its obligations under this Agreement.
- (b) In conjunction with, and without limiting the above, Supplier shall defend, indemnify and hold harmless the Buyer Indemnitees against all losses, damages, liabilities (including any liabilities arising out of theory of strict liability), deficiencies, claims, actions,

judgments, settlements, interest, awards, penalties, fines and sanctions, costs, or expense of whatever kind, including professional fees and reasonable attorneys' fees, arising from or in connection with (i) the presence of any environmental contamination or other conditions at, on, under or emanating at any BUYER or customer station or location or on the delivery route to any station or location, (ii) injuries or death of persons, or (iii) any violation of applicable federal, state, or local statutes, ordinances, orders, rules or regulations of any governmental entity or agency pertaining to pollution or protection of the environment and in effect during the Term of this Agreement, including but not limited to liability arising under the Clean Air Act, 42 U.S.C. Sec. 7401 et seq., Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. Sec. 9601 et seq., the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. Sec. 6901 et seq., or any other applicable federal, state, or local laws, and any and all common law claims which arise from or in connection with the presence of any hazardous material, substance, or pollutant, solid or hazardous waste, or petroleum-based products and (iv) any other costs incurred, directly or indirectly, due to environmental violations, contamination or other conditions at any BUYER or customer location, in each case to the extent caused by SUPPLIER or SUPPLIER's affiliates', subsidiaries', managers, officers, directors, employees, contractors, subcontractors, agents, successors, assigns, and/or representatives.

**(c) THE INDEMNITY OBLIGATIONS SET FORTH IN SECTION 8(a) SHALL APPLY, WHETHER OR NOT A CLAIM ARISES OUT OF THE ACTUAL OR ALLEGED CONCURRENT ACT, OMISSION, PARTIAL NEGLIGENCE, OR SOLE NEGLIGENCE OF A BUYER INDEMNITEE, WHETHER ACTIVE OR PASSIVE.**

- (d) It is the intent of the parties hereto that this Section 8 and each of the subsections and subparts of this Section 8 apply to the fullest extent permitted by Georgia law. SUPPLIER shall not be obligated to indemnify the Buyer Indemnitees for claims adjudicated to be due to the gross negligence, or willful or wanton misconduct of a Buyer Indemnitee. In the event any subsection or subpart, or any portion of any subsection or subpart, is adjudicated to be unenforceable or void, it is the intent of the parties hereto that the court sever as little language of this Agreement as is possible and leave as much language as is possible to uphold the intent of the parties hereto to provide broad indemnification to the Buyer Indemnitees. Such severance of terms shall be in conformity with the other provisions of this Agreement.

## **9. DUTY TO DEFEND**

SUPPLIER shall defend at its expense (including attorney fees and other litigation costs) the Buyer Indemnitees from any demands, claims, threats, or causes of action arising out of or related to SUPPLIER'S performance or actions. The duty to defend is separate from the duty to indemnify. BUYER shall give notice to SUPPLIER within ten (10) days after receiving notice of the commencement of any claim or legal action for which BUYER seeks indemnification and defense. BUYER'S failure or delay in giving such notice will reduce SUPPLIER'S liability only by the amount of damages directly attributable to such failure or delay. SUPPLIER shall not settle or compromise any claim or legal action without BUYER'S written consent. SUPPLIER may at its expense participate in the defense of any such matters, but such participation will not limit or affect SUPPLIER'S obligations under this Agreement.

## **10. REGULATORY COMPLIANCE**

SUPPLIER agrees to comply with all applicable federal, state and local laws, rules and regulations, including without limitation, SUPPLIER warrants that all wood fiber delivered pursuant to this Agreement will be produced in compliance with and adherence to all applicable federal and state regulations, including but not by way of limitation adherence with: the Fair Labor Standards Act; Internal Revenue Code; applicable state tax codes; Social Security Act; Endangered Species Act (and state equivalent, if any); Occupational Safety and Health Administration Regulations; Comprehensive Environmental Response, Compensation, and Liability Act of 1980; Immigration and Reform Act of 1986; Clean Water Act and associated State Best Management Practices for Forestry Operations; United States Department of Transportation Regulations (including the Federal Motor Carrier Safety Administration Rules and Regulations) and DOT Regulations of the applicable state.

## **11. CONTROLLED SUBSTANCES**

SUPPLIER agrees to comply with BUYER's policy on controlled substances prohibiting all visitors, suppliers, subcontractors, and their employees, representatives, or agents from the illegal use, possession, distribution, purchase, or sale of controlled substances on BUYER premises. The SUPPLIER agrees to communicate this policy to all of its employees, representatives, or agents delivering wood fiber to BUYER locations. Any employee, representative, or agent who is in violation of the policy on controlled substances will be banned from BUYER premises.

## 12. FIREARMS, AMMUNITION AND WEAPONS

Firearms, ammunition, and weapons are forbidden on all property owned or operated by BUYER.

## 13. WOODYARD SAFETY RULES

All drivers entering a Woodyard owned or operated by BUYER must comply with the Woodyard Safety Rules for All Drivers for such Woodyard. SUPPLIER shall be responsible to obtain a copy of, require compliance with, and ensure compliance with, the Woodyard Safety Rules for All Drivers (and any modifications made thereto that are supplied to SUPPLIER by BUYER) by itself and each of its affiliates, subsidiaries, managers, officers, directors, employees, contractors, subcontractors, agents, successors, assigns, and/or representatives. For the avoidance of any doubt, nothing in this section or this Agreement alters the Independent Contractor relationship as set forth in Section 1 of this Agreement.

## 14. CHAIN OF CUSTODY AND SUSTAINABLE FORESTRY CONFORMANCE

SUPPLIER acknowledges that BUYER is a participant in the Sustainable Forestry Initiative® (SFI®), Program for the Endorsement of Forest Certification™ (PEFC™), and Forest Stewardship Council® (FSC®) programs, and desires to comply with the applicable Chain of Custody and Controlled Wood standards to enable BUYER to make certain claims and to use appropriate on-product labels with respect to SFI/PEFC and/or FSC certified products sold by BUYER manufactured from wood fiber supplied by the SUPPLIER to BUYER.

SUPPLIER hereby certifies that all wood produced and delivered under this Agreement will be done in conformance with applicable Forestry Best Management Practices and applicable SFI or FSC standards. SUPPLIER shall have each logging crew operate under the direction of an individual with on-site responsibility, who has completed the logger education program recognized by the SFI Implementation Committee (SIC) in the state(s) in which the SUPPLIER operates. SUPPLIER shall keep evidence of such conformance during the term of the Agreement, which should include copies of education certificates and any other appropriate evidence of conformance.

SUPPLIER agrees to operate according to, and in conformance with, BUYER established chain of custody procedures. In addition, when delivering wood from FSC/SFI/American Tree Farm System (ATFS) certified sources, SUPPLIER agrees to:

- i. provide BUYER with proper documentation to identify certified wood fiber;
- ii. not mix or substitute non-FSC/SFI/ATFS certified wood material with wood shipments that are considered and identified as 100% certified; and
- iii. participate in BUYER monitoring procedures to trace FSC/SFI/ATFS certified content from the forest to mills.

SUPPLIER agrees that the wood fiber supplied to BUYER does not originate from controversial sources as defined in the PEFC Chain of Custody Standard 2002\_2020 Section 3: Terms and Conditions (available at the following web site: [www.pefc.org](http://www.pefc.org)), and the FSC Chain of Custody Standard 40-004 V3-0 Section 1.3 (available at the following web site: [www.fsc.org](http://www.fsc.org)). SUPPLIER agrees not to supply wood fiber from forests converted from natural forests to plantations or non-forest use, unless the wood fiber originates from "limited and legal sources" (as defined by FSC and PEFC) and the conversion does not threaten high conservation values.

SUPPLIER agrees to assist BUYER and its auditor/accreditation body as part of BUYER'S certification audit requirements which may include site visits to harvesting operations and access to harvest information such as tree species harvested and location of harvest area. SUPPLIER agrees to notify BUYER of any changes that may affect a risk designation or the mitigation of risk, such as a change in species, or supply chain.

For wood fiber delivered directly from the forest to a BUYER facility:

SUPPLIER agrees to identify the state and/or county/parish of origin for each load of wood fiber delivered to BUYER facilities.

For wood fiber delivered from a "fixed facility" (e.g. roundwood from a woodyard, chips/sawdust from a sawmill or chip mill):

SUPPLIER agrees that wood fiber supplied to BUYER originates from within the designated area on the WestRock Pacific Northwest Fiber Sourcing Area Map attached hereto as Exhibit A. SUPPLIER agrees to notify BUYER regarding changes in SUPPLIER'S procurement territory prior to extending beyond the designated area. SUPPLIER shall maintain evidence of the origin of the wood fiber supplied to BUYER and upon request supply copies of this evidence to BUYER'S auditor/accreditation body, and support BUYER in collection of information needed

to implement control measures in cases where wood fiber originates from specified risk areas (as defined by FSC).

**15. VIOLATIONS**

Any violation of law or of any provision of this Agreement alleged or committed in connection with the performance under this Agreement by SUPPLIER, SUPPLIER's employees, subcontractors, agents, and/or representatives shall entitle BUYER to cancel and rescind this Agreement upon five days' written notice.

**16. FORCE MAJEURE**

Neither party to this Agreement shall be liable for delay or failure to perform under this Agreement which results from any occurrence of events which were beyond such party's reasonable control, including, but not limited to, accident, actions of the elements, acts of God, civil commotions, enemy action, epidemic, explosion, fire, flood, insurrection, strike, walkout or other labor trouble or shortage, natural catastrophe, riot, unavailability or shortage of material, equipment or transportation, war, act, demand or requirement of law, or the government of the United States of America or any other competent governmental authority, acts of the other party, or any other similar cause beyond such party's control, provided, however, that the party in default makes reasonable efforts to remove or overcome the effects of such occurrence or event. If a party believes that any one or more of the above occurrences or events shall cause a delay or prevent its performance hereunder, it shall promptly notify the other in writing of such fact.

**17. GOVERNING LAW AND VENUE**

The rights and obligations of the parties under the Agreement shall be governed by, and construed in accordance with, the laws of the State of Georgia and of the United States, without giving effect to the principles of Georgia law relating to the conflict or choice of laws. Any legal action, suit or proceeding brought by a party that in any way arises out of this Agreement ("Proceeding") must be litigated exclusively in the United States District Court for the Eastern District of Georgia, the Cobb County Superior Court of Georgia, or the Georgia State-wide Business Court (the "Identified Courts"). Each party hereby irrevocably and unconditionally: (i) submits to the jurisdiction of the Identified Courts for any Proceeding; (ii) shall not commence any Proceeding, except in the Identified Courts; (iii) waives, and shall not plead or make, any objection to the venue of any Proceeding in the Identified Courts; (iv) waives, and shall not plead or make, any claim that any Proceeding brought in the Identified Courts has been brought in an improper or otherwise inconvenient forum; and (v) waives, and shall not plead or make, any claim that the Identified Courts lack personal jurisdiction over it.

**18. DISPUTE RESOLUTION**

In the event of any disputes, claims and other matters in question between SUPPLIER and BUYER arising out of the terms and conditions of this Agreement and the performance of either party hereunder, the parties shall attempt in good faith to resolve such matter promptly prior to initiating any litigation.

**19. ASSIGNMENT**

This Agreement may not be assigned by SUPPLIER without the prior written consent of BUYER. BUYER may assign this Agreement to (a) any corporation, partnership, limited liability company or other entity or person (a "Person") which controls, is controlled by, or under common control with BUYER, (b) any Person that merges with or acquires all or substantially all of the assets of BUYER, or (c) any Person that acquires any BUYER facility that receives wood fiber pursuant to this Agreement.

**20. NOTICES**

Where required under this Agreement, notices shall be in writing and given by United States mail, personal delivery or overnight delivery service such as Federal Express to the parties at the address of SUPPLIER on file with BUYER and if to BUYER to the address on file with BUYER. Notwithstanding the foregoing, routine notifications regarding price, quantity and species requirements need not be in writing.

To BUYER: WestRock CP, LLC  
Forest Resources to the address of the relevant Region Office listed on Exhibit B to the attention of the Regional Wood Procurement Manager:

With a copy to: WestRock Company  
1000 Abernathy Road NE  
Atlanta, Georgia 30328  
Attention: General Counsel

**21. WAIVER OF BREACH**

No waiver of breach of any of the provisions of this Agreement shall be construed to be a waiver of any succeeding breach of the same or of any other provision.

## **22. LIMITATION OF LIABILITY**

Notwithstanding anything in this Agreement to the contrary, in no event will BUYER be liable hereunder to SUPPLIER, any subcontractor, or any other person or entity for any (a) delay damages, out of sequence damages, or similar losses, or (b) consequential damages, including without limitation any lost profits.

## **23. SEVERABILITY**

If a court holds that any provision of this Agreement to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect. Failure or delay by BUYER in enforcing any provision of this Agreement will not be a waiver of any of its rights under the Agreement.

## **24. COUNTERPARTS**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original instrument. All such counterparts together shall constitute a fully executed Agreement.

## **25. HEADINGS**

Headings used in this Agreement are for the purpose of reference only and shall not be considered in construing this Contract.

## **26. ENTIRE CONTRACT**

This Agreement including any addendum constitutes the entire agreement between the parties related to the subject matter hereof, and cancels and supersedes all prior or contemporaneous agreements, whether oral or written, related to the subject matter of this Agreement. No amendment or change in this Agreement shall be valid unless made in writing. If any term, clause, paragraph or provision of this Agreement is stricken as being invalid, unenforceable or void, such stricken portion shall not affect any other term, clause, paragraph or provision, and the remaining terms of this Agreement shall continue in full force and effect. This Agreement may be amended, modified or superseded from time to time via posting the amendment, modifications or new agreement on WestRock's website at [www.westrock.com/supplier-resources#wood-suppliers and email notifications to SUPPLIER](http://www.westrock.com/supplier-resources#wood-suppliers-and-email-notifications-to-SUPPLIER). The parties may supplement the terms of this Agreement by agreement via tract trade agreements, pricing agreements, fiber supply agreements or chipping agreements ("TTAs"). If WestRock issues a TTA to SUPPLIER, including without limitation via e-mail, and SUPPLIER does not object or revise the terms of the TTA within ten (10) days, the terms proposed by WestRock shall be deemed to be accepted by SUPPLIER.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be accepted and agreed to by their respective duly authorized agents the day and year first above written by either a written instrument or by acknowledgement to be bound by the terms of this Agreement.

EXHIBIT A

WestRock Pacific Northwest Fiber Sourcing Area

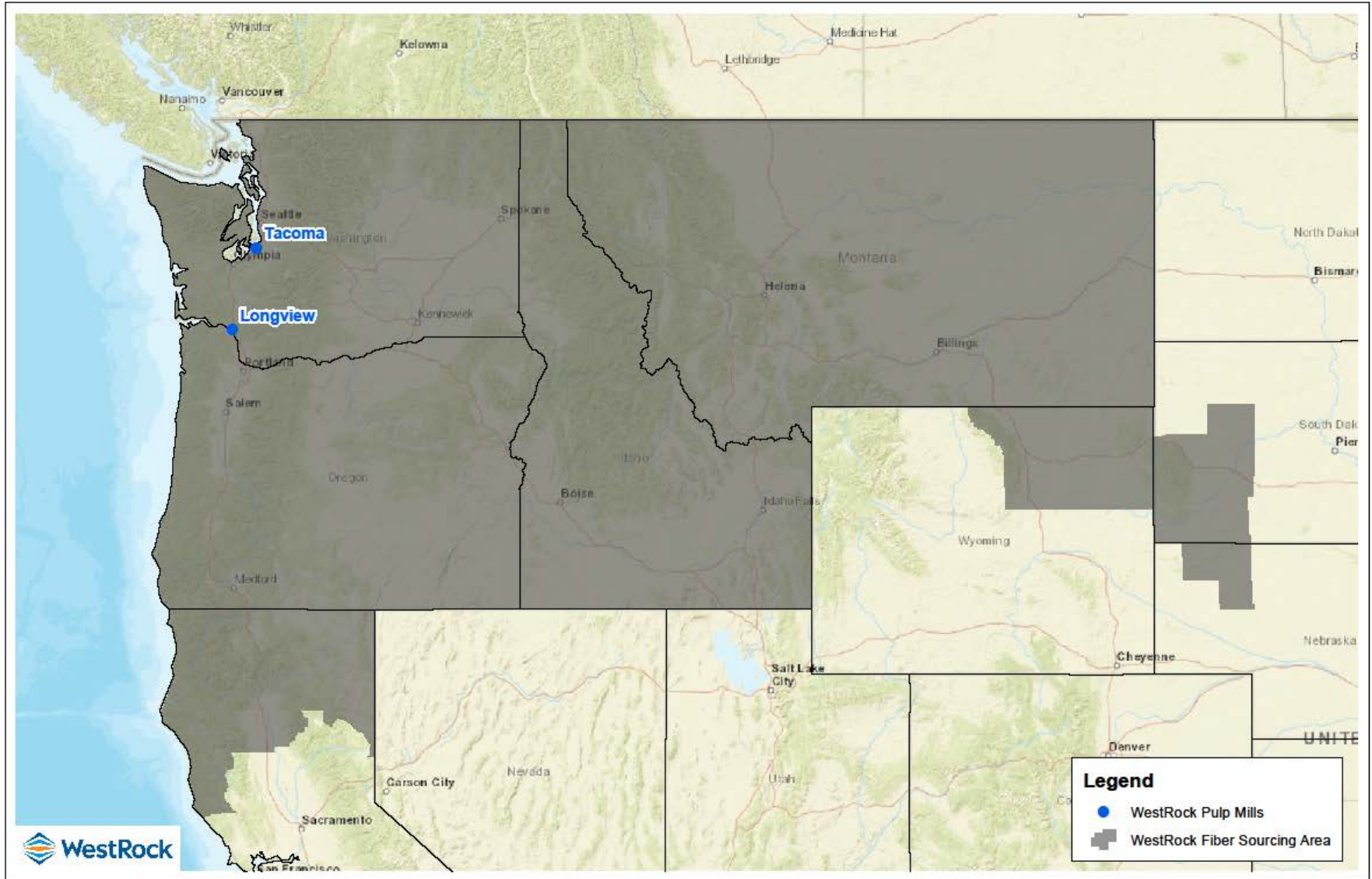




EXHIBIT B  
WestRock Region Addresses:

**Virginia**

Covington  
328 Arlington St  
Covington, VA 24426

**West Point/Hopewell/Roanoke Rapids**

Eastern VA/NC  
1855 Main Street  
West Point, VA 23181

**Alabama**

Stevenson  
Mailing Address  
P.O. Box 369  
Stevenson, AL 35772  
Physical Address  
1226 County Road 85  
Stevenson, AL 35772

**South Carolina**

Florence  
2202 Paper Mill Road  
Florence, SC 29502

**Florida**

Fernandina Beach  
1200 Franklin Street  
Fernandina Beach, FL 32034

Demopolis  
301 Industrial Park Road-Airport  
Demopolis, AL 36732

Charleston  
5600 Virginia Avenue  
Charleston, SC 29406

Panama City  
Mailing Address  
P.O. Box 35173  
Panama City, FL 32412-5173  
Physical Address  
501 South East Avenue  
Panama City, FL 32401

Mahrt  
Mailing Address  
P.O. Box 86  
Cottonton, AL 36851  
Physical Address  
134 Forestry Lane  
Pittsview, AL 36871

**Louisiana**

Hodge  
Mailing Address  
P.O. Box 510  
Hodge, LA 71247  
Physical Address  
125 Mill Street  
Hodge, LA 71247

**Texas**

Evadale  
Mailing Address  
P.O. Box 816  
Silsbee, TX 77656  
Physical Address  
1913 FM 105  
Evadale, TX 77615

**Pacific Northwest**

Tacoma/Longview  
801 E Portland Ave  
Tacoma, WA 98421