

HANCOCK RECREATION LEASE

Completed

05/01/2024 - 09:57

Customer Information

Name	Patrick Neenan
Role	Club Secretary
Organization	Crane Bay Hunting Club
Address	3921 Blooming Hill Lane Palm Harbor, FL 34684
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Terms & Conditions

This Recreational Access License Agreement 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 standard terms and conditions set forth herein, including with all addendums hereto, constitute the "*Contract*" between Licensee and Owner.

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 (the "*Recreation Rights*"), and (ii) nonexclusive rights of ingress and egress to the Property to the extent necessary to exercise the Recreation Rights. 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 Contract. The grant of this License is subject to the following conditions:

i. Visible Clothing. Licensee must wear visible clothing (i.e., burst orange) while accessing the Property.

ii. Copy of License. Licensee must print a copy of his/her receipt and keep it in Licensee's immediate possession at all times while accessing the Property. If Licensee is permitted to bring other persons on the Property pursuant to the express provisions hereof, Licensee must print a copy of the receipt for each person in Licensee's party.

iii. Keys. If applicable, any necessary access keys for locked gates applicable to the Property will be mailed by Owner Party to the address provided by Licensee. Licensee will be required to reimburse Owner Party for the out-of-pocket costs of replacing any lost or stolen keys.

- iv. Personal Use Only; No Commercial Activities. The License is valid for personal recreational access on the Property only; no commercial activities or uses are permitted. Licensee represents that he or she is at least 18 years of age as of the date of this Contract.
- v. No Companions. Except as expressly permitted by any Exclusive Hunting Club 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.
- vi. No Access To Restricted Areas. Notwithstanding anything to the contrary, Licensee is prohibited from accessing any portion of the Property identified to Licensee as a restricted area by Owner Party (including, without limitation, by reason of herbicide and/or pesticide application) ("*Restricted Areas*"). Access by any Licensee Party into a Restricted Area is strictly prohibited. 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 or related resources, property operations or the public's safety.
- vii. Fire Prevention. Licensee must employ all reasonable and customary precautions and procedures to prevent fires on the Property and adjacent lands. **OWNER PARTY RESERVES THE RIGHT, IN ITS SOLE DISCRETION, TO PROHIBIT THE MAKING OF FIRES ON THE PROPERTY.** If Licensee becomes aware of any uncontrolled fire on or near the Property, Licensee shall immediately notify appropriate government agencies and Property Manager.
- viii. Red Flag Warning. Licensee must suspend all operations on the Property promptly following the occurrence of a Red Flag Warning issued by the National Weather Service (a "*Red Flag*") or similar warning in effect in the county where the Property is located or at any other time an Owner Party determines there is an increased risk of fire, property damage or other hazard from conducting such activities and posts such alert on HancockRecreation.com (the "*Website*"), for as long as the Red Flag or Owner Party alert is in effect.
- ix. Accidents. Licensee will immediately notify Property Manager of all personal injuries or deaths and damage to property occurring on or about the Property in connection with any Licensee Party's presence, activities, use or access upon the Property, and all related lawsuits or threatened lawsuits.
- x. Insurance. Licensee agrees and represents that Licensee has adequate vehicle insurance as required by law in the state(s) in which the Property is located (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. 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.
- xi. 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 truffles, berries, mushrooms, boughs, salal, fern fronds, moss, bark, roots, seedlings, transplants, Christmas trees, bear grass, shrubs, cedar and yew), located on the Property or otherwise belonging to Owner. Licensee is strictly prohibited from bringing

outside timber products on the Property. Notwithstanding the foregoing, if this Contract includes a Camping Addendum, Licensee may use forest remnants such as cut limbs following harvesting for campfires in accordance with the provisions of such addendum.

b. No Injury to Trees. Licensee may not place 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 pay to Owner Party within fifteen (15) days following written demand 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 Improvements; No Disturbance. Licensee may not conduct any road construction nor make any alterations, additions, improvements or repairs to the Property. Further, there will be no rock collecting, gold panning, prospecting or archeological artifact disturbance permitted on the Property. In addition to the foregoing restrictions, Licensee will not disturb any flora, fauna, mineral or other aspect of the Property to the extent same is prohibited by any Applicable Laws (defined below).

d. 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 penalty of a minimum of \$500.00 for petroleum products and/or \$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.

e. No Transportation to Adjacent Lands. Licensee may not use the access granted by this License to provide transportation to anyone to access other land ownerships that are adjacent to or accessible through the Property.

f. Use of Motorized Vehicles. Licensee shall not cause or permit the use of any motorized vehicles, all-terrain vehicles (ATVs), utility terrain vehicles (UTVs), side-by-sides, four-wheelers or equipment on any portion of the Property, other than on the existing interior roads designated by Owner for use by Licensee, all of which may be relocated or closed by Owner from time to time, as determined by Owner acting with sole and absolute discretion. Any damage or excessive rutting to the interior roads or other portions of the Property caused by Licensee or any other party present upon the Property with the permission of, or under the direction or control of, Licensee shall be repaired by Licensee, at its sole cost and expense, within thirty (30) days of the expiration or earlier termination of license granted Licensee herein. Licensee shall also be responsible for reimbursing Owner or, if applicable, any farm tenant of Owner, for all cost and expense incurred by such party in connection with repairing any such damage for which Licensee is responsible for within thirty (30) days of Licensee's receipt of a written invoice for such cost and expense. The foregoing sentence shall survive the expiration or earlier termination of this Contract.

g. Safe hunting distances. This Contract is not effective as to any lands, whether or not included within the Property, which are within a distance of 500 yards from a working party employed by, or under direct or indirect contract to, an Owner Party, or from any occupied dwelling or place of business.

h. No fires. Licensee shall not light, set or permit any fire on the Property and shall not camp on the Property, except as otherwise specifically permitted in any addendum hereto. Licensee recognizes the necessity and desirability for the prevention and control of forest fires and brush fires on the Property and Licensee agrees to report promptly to Property

Manager or the appropriate agency of the State where the Property is located the existence of any fire on or near the Property which are discovered by LICENSEE or with respect to which Licensee has knowledge. In addition, Licensee agrees to use and exercise all measures within its control to suppress or prevent fires on such lands. Licensee shall further promptly report to Property Manager any dumping, illegal harvest of timber or crops, trespassing or other illegal or suspicious activities on or near the Property observed by or made known to Licensee.

2. Term. The License is valid for only the identified term (the “*Term*”).
3. License Fee. For and in consideration of the rights granted under this License, Licensee must pay Owner the required nonrefundable license fee (the “*License Fee*”).
4. Termination of License. Owner Party reserves the right, in its sole discretion, to terminate this License at any time for any reason. Upon receiving notice of termination, which may be delivered by Owner Party in person, by phone or email, or posted on the Website, Licensee’s rights hereunder shall be automatically terminated. 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 License.
5. 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 Contract. **FAILURE TO ABIDE BY APPLICABLE LAWS AND THE RULES WILL RESULT IN IMMEDIATE REVOCATION OF THE LICENSE GRANTED HEREBY AND MAY SUBJECT LICENSEE TO CRIMINAL OR CIVIL CHARGES.**
6. Dangerous Conditions. **WARNING! POSSIBLE DANGEROUS CONDITIONS!** Licensee is cautioned that the Property is primarily used for the production of forest products or may be an active commercial farming operation, as applicable, and that the Property may include very dangerous conditions (including, without limitation, the presence of log trucks, rock trucks, tractors, farm harvest equipment, or other forest harvesting or farming and fuel storage tanks, chemical storage tanks, management vehicles, equipment and operations including chemical application). Many 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) logging activities, including tree cutting, and (iii) other dangerous activities, including, without limitation, 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.

7. 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 TIMBER PROPERTY LAND, 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 TIMBERLAND 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).** Licensee will adhere to all requests of Owner Party with regard to gates and/or other methods to limit unauthorized access to the Property. This section shall survive the expiration or earlier termination of this Contract.

8. 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 Licensee's guests, agents, employees, invitees, affiliates, or trespassers, access or activities on the Property or violation of the terms of this Contract, including without limitation, access to Restricted Areas. This section shall survive the expiration or earlier termination of this Contract.

9. Release of Minor. **BY EXECUTION OF THIS CONTRACT, LICENSEE CERTIFIES THAT LICENSEE, AS PARENT/GUARDIAN WITH LEGAL RESPONSIBILITY FOR ANY MINOR LICENSEE PARTY, DO 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.

10. 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.

11. 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 cuff fire lanes, or any other silvicultural, agricultural 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 or other land use and to forest products, easements, and rights-of-way for power, telephone, telegraph, and gas lines, mains and cables, or for highway, railroad, or drainage purposes, oil and mineral 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.

12. 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 the Contract.

13. 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 the 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.

14. WAIVER OF JURY TRIAL; JURISDICTION; VENUE; LIMITATION OF LIABILITY. 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 THE 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 SECTION 8, 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 THE CONTRACT.

15. GOVERNING LAW. THE 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).

16. Entire Agreement. The Contract 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 agreements 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.

17. Captions. The captions in the Contract are for convenience of reference only and do not define or limit the provisions thereof.

18. Miscellaneous. The Contract may be amended only in a writing executed by both Parties. The provisions of the 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.

19. Electronic Form. Licensee consents to have this License provided to Licensee in electronic form and to sign this License electronically.

LICENSEE SPECIFICALLY ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS THIS LICENSE 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.

Hunting Addendum

EXCLUSIVE HUNTING CLUB ADDENDUM

This Exclusive Hunting Club Addendum amends and modifies the Recreational Access License Agreement between the Parties. In the event of any conflict between the provisions of this addendum and the standard terms and conditions, the terms of this addendum shall control.

1. Exclusive Hunting Club License. Notwithstanding anything to the contrary in this Contract, the Recreation Rights granted to Licensee under this Contract includes the exclusive right to hunt on the Property, subject to the terms and conditions set forth in this Contract, including, without limitation, that Licensee comply with all separate licensing requirements of the State and obtain all required tags and permits.

2. Licensee Parties. Notwithstanding anything to the contrary in this Contract, this License includes the right to permit entry to members or guest of Licensee's hunting club and such persons are Licensee Parties hereunder provided 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 this 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 and with regard to any minor with whom he hunts or who accompanies him on the Property, Licensee and each Licensee Party will defend, indemnify and hold harmless the Owner Indemnitees 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. Hunting Terms and Conditions.

i. No Shooting Range. No dedicated shooting range is to be maintained on the Property—members and guests may have an area to sight in firearms on an incidental basis, but no other shooting activities may take place in such area, including but not limited to activities such as target practice, plinking, or shooting contests.

ii. No Recreational Sport Vehicles. Vehicular travel on or across the Property is limited to the established roads now located thereon, and is expressly prohibited in, on, over, or across areas on which young timber stands and/or agriculture crops have been established. Unless expressly permitted elsewhere in this Contract, the use of four-wheel-drive (all wheel) or all-terrain vehicles (ATV) as well as the use of the Property for recreational and off-road vehicle "sporting purposes" is expressly prohibited. Vehicles, including, but not limited to all-terrain vehicles, are to be operated only for the purpose of, and in connection with, hunting and fishing activities covered under this Contract and may not be used for recreational off-road "sporting purposes".

iii. No Short-Term Sales. Selling daily or short-term permits to non-members of the hunting club is strictly prohibited. The operation of this License as a commercial hunting preserve (including the selling of daily or short-term permits to any non-members) is strictly prohibited and will result in immediate termination of this Contract.

iv. Dogs. Licensee may utilize the assistance of dogs for the hunting of squirrel, rabbit, raccoon, birds, and feral swine only so long as such hunting is done in accordance with local, state, and federal laws and regulations; provided, however, the hunting of feral swine with dogs may not occur during deer season. Except as provided herein, Licensee may not use dogs on the Property for the purpose of hunting any other species, including, but not limited to, deer or bobcat. Further, Licensee may not cast, release, or otherwise place a dog on the Property for the purpose of training said dog to be utilized in the hunting of any species other than squirrel, rabbit, raccoon, and birds. Notwithstanding the foregoing restrictions of this Section, provided Licensee has obtained the prior written consent of an Owner Party and a prohibition on hunting with dogs is not identified in the restrictions for the Property, Licensee may hunt deer with dogs on the Property provided such hunting is done in accordance with

all applicable laws. Licensee may request consent for to hunt deer with dogs via the “contact us” page on the Website.

v. Firearms. This Contract and the License granted hereby prohibits the discharge of weapons within 500 yards of a working party employed by, or under direct or indirect contract to, an Owner Party or from any vehicle, occupied dwelling, residential development, public property or place of business. Licensee acknowledges the inherent danger of discharging a firearm and will take all necessary precautions so as not to endanger the lives or property of an Owner Party or others. In furtherance of the foregoing, Licensee agrees to keep all firearms in a “safe” position when around a working party employed by, or under direct or indirect contract to, an Owner Party.

vi. Rules and Regulations. Licensee shall abide by all Rules posted on the Website with respect to the type of hunting permitted. In the conduct of its rights hereunder, Licensee hereby agrees to comply with all applicable laws, statutes, ordinances and regulations of federal, state, and local governments and agencies thereof, including but not limited to, compliance with all conservation and environmental protection and Fish and Game laws and regulations of the United States and of the state where the Property is located, including, without limitation, as to any restrictions or allowances, and all restrictions identified for the Property. Licensee is responsible for and shall obtain all permits or authorizations required in its use of the Property for the purposes set forth in this Contract.

vii. No Structures. Hunting 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. Stands are not permitted between the ditch lines of any road and must allow for road maintenance activities. All stands must be a minimum of 150 feet removed from boundaries of the Property. Box stands may not be constructed in any road, regardless of size, usage, or lack of ditches.

viii. Trapping. Except as identified as a restriction on the Property, trapping is permitted in accordance with applicable Fish and Game laws.

ix. Food Plots. Licensee may plant temporary food plots in areas such as old machine sets. If Licensee has purchased the ability to plant a dedicated food plot, Licensee must obtain consent of the Owner Party to the location of such dedicated food plot via the “contact us” page on the Website. Dedicated food plots may be up to one acre in size and may not be located (a) within any existing roadbed; and (b) on any acres currently planted with timber and/or agriculture crops. No trees shall be removed for the construction of any food plot.

x. Harvesting of Game. When game is harvested, all required paperwork should be filled out and submitted in accordance with applicable laws governing use of the Property and any hunting thereon.

4. Hunting Club Code of Ethics. It is be the responsibility of the Licensee to furnish each hunter or guest with a copy of this Contract. Each Owner Party reserves the right to deny access to the Property to any person or persons who fail to follow the provisions of this Contract, including, without limitation, for any of the following reasons: drunkenness; carelessness with firearms; trespassing on property of adjoining landowners; acts which could reasonably be expected to, or which an Owner Party determines in its sole and absolute discretion may, strain relationships with adjoining landowners; or any other activities which to the ordinary person would be considered objectionable, offensive, or to cause embarrassment to an Owner Party or be detrimental to such Owner Party’s interest. Failure of Licensee to expel

or deny access to the Property to any person or persons after being notified to do so by an Owner Party is a material breach of this Contract.

i. No Violation of Hunting Laws. Hunting is an integral part of wildlife conservation. Licensee pledges to hunt in accordance with conservation laws and rules. Licensee will insist that all Licensee Parties obey all hunting laws. There will be no tolerance for violators in any hunting club and any such violation will result in immediate cancellation of this License.

ii. Safety. Hunting is a great experience when done safely. Licensee pledges to hunt with safety first in mind at all times. Licensee will instruct all Licensee Parties to hunt safely and ensure and insist that the hunting club have safety rules that all members follow. Close calls, injuries, and tragedies ruin the hunting experience. Licensee and any Licensee Party will not hunt near any active operations which Licensee acknowledges and agrees will at all times have priority over hunting activities.

iii. Respect for Hunting Property. It is at the Owner Party's pleasure that Licensee is allowed to hunt and enjoy the use of the Property. The Licensee hunting club pays a very modest fee for the privilege to hunt when considering the total value of the Property. Timber and/or Agricultural management activities (including logging, timber cutting, harvesting, helicopter operations, planting, pruning, shredding, tilling, flooding, irrigation and other operations) have priority over all other activities including hunting and there will be no price adjustments for management activities that occur during hunting season.

iv. Respect and Courtesy towards Neighbors. It is the policy of Owner to be good neighbors with neighboring property owners. Licensee and all Licensee Parties pledge to help Owner be a good neighbor by being courteous and respectful to neighboring landowner's and their interests. Licensee and all Licensee Parties shall not go onto any neighboring property without permission of the applicable landowner. Licensee and all Licensee Parties will not competitively hunt along property lines or near food plots on neighboring property and agrees not to take any action to cause conflict or ill feelings with the landowners of neighboring properties. No hunting stands may be placed within 150 feet of a neighboring property. Licensee will be proactive in working with any landowner of neighboring property to resolve any hunting conflicts that arise. If Owner allows Licensee to dog hunt, Licensee understands that it will be allowed only as long as the neighboring landowners do not have issue with dogs crossing onto their property. It is the club's responsibility to work with neighboring landowners on dog hunting issues. Licensee will be courteous and professional when approaching strangers on property and asking if they have permission to be there since many other people have rights to enter the property. At no time shall any Licensee Party approach any person with a gun drawn.

v. Assist Landowner With Property Protection. One value a hunting club can add is being the eyes and ears for each Owner Party. Licensee agrees to report any fires, dumping, beetle damage, potential health issues with wildlife species, encroachments on property lines, gate problems or other issues to Owner Party via the Contact MIMTA form on the My Account page of the Website.

vi. No Protection. No Owner Party shall have any responsibility to protect the Property or the game on the Property from injury or damages from natural causes or the actions of any third party.