

RECREATION LEASE CONTRACT

Lessor:**[FundName]****c/o Orbis, Inc.****8809 Lenox Pointe Drive, Suite B****Charlotte, NC 28273****Lessee:****Lease Number: [RLUNO]****[HuntClub]****[ClubAddress]****[ClubCity]****Contact: [Clubowner]**

This Recreational Lease (this "Lease") is made and entered between the above-described Lessor and Lessee pursuant to the terms and conditions set forth herein.

1. **Lessor.** As used in this Lease, Lessor means [FundName], its agents, employees, contractors, successors and assigns.
2. **Lessee.** As used in this Lease, Lessee means all agents, servants, employees, invitees, guests, members, contractors, licensees, successors and assigns of [HuntClub].
3. **Purpose.** In consideration of the covenants, conditions and obligations to be observed and performed by Lessee, Lessor leases unto Lessee the right and privilege of hunting and fishing on those lands and waters of Lessor in [RLUCounty], consisting of [RLUAcre] acres, more or less, as described on Exhibit "A" attached hereto (the "Property"); together with rights in Lessee for ingress and egress to the Property solely for the purposes above-described and for none other.
4. **Rent.** Lessee covenants and agrees to pay rental payments to Lessor in care of Orbis at the following address: 8809 Lenox Pointe Drive, Suite B, Charlotte, North Carolina, 28273, the applicable rate hereinafter set forth for each Contract Year. The Contract Year" shall mean each twelve (12) month period beginning on July 1st and ending on June 30th of the following calendar year. *The rental rate due for the Term of this Lease is [Rate] per acre.* Rent is due on or before June 1st of each Contract Year during the Term of this Lease. A late fee of 10% of the annual rental, not to exceed \$500, shall be added and due for any payment of rent made after June 1st. Any dishonored checks shall be treated as unpaid rent and shall be subject to an additional fee of \$100.
5. **Campsites and Structures.** Unless restricted in Exhibit "C" Restrictions, and in the event, Lessor has granted to Lessee written permission to establish a campsite in conjunction with this Lease, said campsite shall be subject to all of the terms and conditions of this Lease. Lessee will annually report the number of structures at its campsite. In addition to the annual campsite fee and structure fee, the Lessee will be assessed an additional fee of [FoodplotFee] for each unreported structure. The annual campsite fee is [CampingFee] *per campsite and [FoodplotFee] per campsite structure.*
6. **Term.** This Lease shall commence on [LeaseStartDate], and expire [LeaseEndDate] (the "Term") unless sooner terminated as hereinafter provided. Lessee agrees to surrender the Property at the end of the Term of this Lease according to the terms hereof. There shall be no renewal of this Lease by implication or by holding over although any holding over shall subject Lessee to the payment of double rent for the highest amount allowed by law. The grant of any extension or renewal, as well as its terms and conditions, shall be at the sole discretion of Lessor and can only be amended by written agreement signed by each party.
7. **Lessor's Rights Primary.** Lessee recognizes, understands, acknowledges and agrees that Lessor has acquired and holds the Property for, among other purposes, the purpose of planting, growing, protecting, maintaining, conserving and harvesting trees, timber, pulpwood and other forest products, and for other uses in connection with the ownership and utilization of forest timberlands or any other lawful purpose of Lessor. Lessor or others may also own or have an interest in subsurface minerals; therefore, Lessor expressly retains all rights to use or give others the right to use the Property in connection with evaluation, exploration and extraction of minerals. Lessee agrees that all of its rights and privileges are subject to Lessor's basic and primary right (i) to prevent any fire, waste, nuisance, or unnecessary injury to the Property or to the commercial value thereof, and (ii) to develop, use, enjoy and protect the Property without limitation. Therefore, Lessee's exercise of any of its rights under this Lease shall not impede or hinder Lessor in the full enjoyment of the Property. If in the sole judgment of Lessor, in the course of Lessor's land management operations, marketing or sale operations it becomes necessary expedient, or advisable, for Lessor to prohibit, curtail or suspend all hunting on the Property or a part thereof Lessor shall have the right to do so immediately upon written notice thereof to Lessee.

8. Compliance with Law. Lessee shall comply with all federal, state, and local laws, rules, regulations, orders, decrees, and executive directives related to hunting or which are otherwise applicable to the use of the Property and roads, including, but not limited to the following:

a) Compliance with all laws and regulations of state, federal, county, parish or local government authority now in affect or hereinafter enacted, and all rules and regulations lawfully promulgated and issued thereunder in respect to hunting or fishing on the Property, and the conservation of wildlife and the nature resources thereon (“Hunting and Conservation Laws”). Any violation of the Hunting and Conservation Laws shall, in Lessor ’s absolute discretion, be cause for immediate forfeiture and termination of this Lease.

b) Compliance with all laws pertaining to cultural resources and/or human burials on the Property.

c) Compliance with all federal, state or local laws, rules, regulations, orders, decrees, and executive orders including but not limited to hunting laws and regulations, now or hereinafter applicable to such activities and to the employment of labor with respect thereto including without limitation, laws, rules and regulations pertaining to protection and conservation of fish and game and the prevention of pollution of any streams and water sources.

d) Compliance with all directives, orders and instructions of personnel of any local government agencies governing wildlife management. Lessee shall secure and maintain all licenses and permits and file all notices by law required relating the Lessee’s performance hereunder, and if requested shall provide to Lessor evidence of compliance with said requirements.

e) Compliance with all federal and state endangered and threatened species laws, rules, and regulations including without limitation those pertaining to protection of natural habitat.

9. Recreational Lease Policies. Lessee covenants and agrees to abide by the Policies governing this Lease as set forth in Exhibit “B” (the “Recreational Lease Policies”) attached hereto and incorporated herein by reference. Lessor reserves the right, without prior notice to Lessee, to alter, change or amend, the “Recreational Lease Policies.” Any such amendments shall become a part of this Lease upon written notice thereof to Lessee.

10. Lessee’s Members. It is the sole responsibility of Lessee to inform all hunting club members, agents, invitees and employees of Lessee (the “Members”) of the existence of this Lease as well as its terms and conditions. Lessee is responsible for providing its Members with a copy of the Policies set forth on Exhibit “B”, and such Members shall have agreed to be bound by the provisions thereof. Lessee shall be responsible for any breach of this Lease by any of its Members. Prior to entering the Property, Lessee, all Members and their guests shall review and execute the Member/Guest Indemnification and Hold Harmless Agreement attached hereto as Exhibit “D”. The Executed forms are to be kept on file by Lessee for eight (8) years. It is understood and agreed that Lessee, Members and guests shall each be the age of majority under the laws of the State and with regard to any minor with whom he/she hunts or who accompanies him/her on the Property, Lessee, Member or guest will defend, indemnify and hold harmless the Lessor 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. Any Lessee, Member or guest who fails to comply with this requirement before entering the Property shall be deemed a trespasser against Lessor and Lessee shall in turn defend, indemnify and hold harmless Lessor and its affiliated or related companies and their agents, members, partners, assigns, employees and offices from any actions, claims damages, or injuries, including death, resulting from or emanating from the presence of such trespassers on the Property or from claims by, or on behalf of, such trespassers.

11. Taxes and Fines. Lessee agrees to pay all taxes, levies and assessments upon all or any part of Lessee ’s interest herein, should such interest be levied or assessed as a result of Lessee ’s actions or otherwise imposed by state or local governments relative to hunting, fishing, or other activity covered by this Lease. If Lessee is assessed a fine or penalty for actions related to the Property then Lessee shall immediately pay said fine or penalty and report the same to Lessor.

12. Nuisance Animals. Lessor reserves and shall have the right to trap, have trapped, or remove by any legal means beavers, nutria, feral hogs or other nuisance animals on said Property at any time during the term of this Lease.

13. Wildlife Management. No agreement, plan or program concerning the regulation of animal populations or the management of water, land or other natural resources on the Property shall be made by Lessee with any local, state, or federal agency or private group, without first obtaining the written consent of Lessor. Any such agreement, if made without Lessor’s written consent, shall be void ab initio. Lessee agrees, however, that Lessee will cooperate with Lessor and any state or federal agency or university in conducting research, or related activities, on any animal or plant species, upon written

notice thereof to Lessee, and that activity shall be independent of and excluded from the hunting rights herein granted to Lessee. Lessee further agrees to participate in deer and other wildlife management programs, including but not limited to, weighing and measuring of animals taken, harvest quotas, restrictions on size limits and bag limits above and beyond those imposed by state and federal laws and regulations, and other annual activities that may be required by Lessor, upon written notice thereof to Lessee.

14. Lessor's Entry. Lessor reserves the right in itself, its agents, contractors, employees, licensees, assigns, invitees, or designees to enter upon all or any portion of the Property at any time for any purpose.

15. Termination. Notwithstanding anything in this Lease to the contrary, it is understood and agreed that this Lease may be terminated, in Lessor's sole and absolute discretion, in any one of the following ways:

a) Lessor may sell all or any part of the Property and, upon such sale of all or any part of the Property, this Lease may automatically terminate as to the land sold and the purchaser thereof shall take free from the terms of this Lease; provided, however, that Lessor agrees to refund to Lessee any prepaid but unearned rentals. Alternatively, Lessor may assign the Lease in whole or in part to any Purchaser as part of the sale of all or part of the Property.

b) If Lessee shall fail or refuse to timely perform any of the covenants herein, or violate any of the conditions hereof, in addition to all other available legal or equitable remedies, Lessor shall have the right to immediately terminate this Lease; upon twenty-four (24) hours' written notice. Lessor may enter upon the Property and take possession without further notice or penalty and without liability to Lessee for trespass and may expel Lessee with or without process of law or in equity. In the event of such termination, Lessee shall not be entitled to any reimbursement of rental paid. No delay or forbearance on part of the Lessor shall be deemed a waiver of its right to exercise this option upon any subsequent default; or

c) Except as otherwise provided herein, Lessor and Lessee each reserve the right to cancel this Lease or delete acreage therefrom without cause, and for any reason, after first giving the other party thirty (30) days prior written notice thereof. If canceled by Lessor, Lessee shall be entitled to reimbursement of a portion of any unused rental paid or for acreage deleted from the Lease. In the event of cancellation by Lessee, all rentals theretofore paid and unearned shall be forfeited to Lessor as liquidated damages for early termination of this Lease. All parties agree that the damages arising from any cancellation by Lessee are difficult to determine and that the unearned rentals are a reasonable estimate of damages and not a penalty.

Nothing in this paragraph shall be construed to limit or restrict Lessor's right to sell part or all of the Property subject to the Lease.

16. Removal of Property. Upon expiration, cancellation or termination of this Lease, Lessee shall have thirty (30) days thereafter to take and remove from the Property any and all personal property owned by Lessee; provided that if Lessee shall fail or refuse to remove the same within such time, title thereto shall ipso facto vest in Lessor and Lessor may seek recovery from Lessee of all costs and expenses related to removal of Lessee's personal property. Lessee shall also return the Property to the same condition as it was at the commencement of the Term of this Lease.

17. Assignment by Lessor. Lessor may assign or partially assign this Lease at any time at its sole and absolute discretion.

18. No Assignment by Lessee. Without the written consent of Lessor, which may be conditioned, delayed or withheld in Lessor's sole and absolute discretion, Lessee may not:

- a) assign this Lease or sublease the hunting rights subject to this Lease;
- b) engage in, or permit any third party to engage in, any commercial hunting, fishing or recreational pursuits on the Property; or
- c) make any charge, on a commercial basis, to Members or guests for the privilege of hunting, fishing, or recreation on the Property.

Lessee may, however, require persons to pay for supplies and facilities furnished and to pay a prescribed fee and /or membership dues for the privilege of membership.

19. No Title Representations. This Lease is made and accepted (i) without any representations or warranties of any kind by Lessor as to the title of the Property; and (ii) subject to any and all existing easements, mortgages, reservations, liens,

rights-of-way, contracts, leases (whether grazing, farming, oil, gas or minerals) or other liens, claims, encumbrances or servitudes now or hereafter affecting the Property.

20. No Property Condition Representations and Release. Lessor and its affiliates, officers, directors, partners, members, managers, employees, representatives and agents (collectively, the "Lessor Personnel") do not make any warranty or representation of any type, kind or character whatsoever as to conditions existing or that may hereafter exist upon the Property or any improvements thereto. *LESSEE, ITS MEMBERS, GUESTS, INVITEES OR ANY OTHER PERSON OR ENTITY, ON THE PROPERTY UNDER THE AUTHORITY OR CONSENT OF LESSEE, (COLLECTIVELY, THE "LESSEE PERSONNEL"), ENTER UPON THE PROPERTY AT THEIR OWN RISK, AND SPECIFICALLY ACCEPT THE PROPERTY IN ITS THEN EXISTING CONDITION, AND UNCONDITIONALLY RELEASE, DISCHARGE AND FOREVER HOLD HARMLESS THE LESSOR PERSONNEL FROM ALL COSTS, EXPENSES, CLAIMS, CAUSES OF ACTION, SUITS, DAMAGES AND LIABILITIES OF EVERY KIND FOR WHICH THE LESSOR PERSONNEL MIGHT OTHERWISE BECOME LIABLE BY REASON OF ANY ACCIDENTS, OR INJURIES TO OR DEATH OF ANY PERSONS, INCLUDING LESSEE AND LESSEE PERSONNEL, OR DAMAGE TO PROPERTY, OR BOTH, IN ANY MANNER ARISING OR RESULTING FROM, CAUSED BY, CONNECTED WITH OR RELATED TO THE PRESENCE OF ANY SUCH PERSON OR PROPERTY UPON THE PROPERTY, REGARDLESS OF HOW, WHERE, OR WHEN SUCH INJURY, DEATH OR DAMAGE OCCURS, EVEN IF CAUSED BY THE NEGLIGENCE OF LESSOR PERSONNEL, OR DUE TO CONDITIONS ON OR DEFECTS IN THE PROPERTY, WHETHER OR NOT SUCH DEFECT OR CONDITION WAS KNOWN OR SHOULD HAVE BEEN KNOWN BY THE LESSOR PERSONNEL.*

21. Release of Minor. *BY EXECUTION OF THIS LEASE, LESSEE CERTIFIES THAT LESSEE, AS PARENT/GUARDIAN WITH LEGAL RESPONSIBILITY FOR ANY MINOR LESSEE PARTY, DO CONSENT AND AGREE TO HIS/HER RELEASE AS PROVIDED IN THIS LEASE, AND FOR LESSEE, LESSEE'S HEIRS, ASSIGNS, AND NEXT OF KIN, RELEASES AND AGREES TO INDEMNIFY AND HOLD HARMLESS THE LESSOR FROM ANY AND ALL LIABILITIES INCIDENT TO LESSEE'S MINOR CHILD'S INVOLVEMENT OR PARTICIPATION AND/OR USE OF THE PROPERTY ON THE TERMS AND CONDITIONS SET FORTH HEREIN.*

22. Roads. Lessee acknowledges that all roads situated on the Property are for the primary benefit of Lessor and its agents, employees, invitees and contractors. Lessor is not obligated to maintain the existence or condition of any road, crossing, culvert, bridge, fence, gate or other roadway appurtenance to or through the Property.

23. Insurance Coverage.

a) Lessor will maintain Public Liability Insurance written on a standard liability policy form (sometimes known as commercial general liability insurance) endorsed to provide member to member coverage, having minimum limits of \$1,000,000 per occurrence bodily injury liability and property damage liability combined and \$2,000,000 in the aggregate.

b) All motorized vehicles, licensed or unlicensed, used on the Property shall be insured at the minimum limits required by the state, at sole expense of Lessee. Lessee is responsible for obtaining additional types of insurance coverage (e.g., workers compensation and/or automobile liability) as Lessee, in Lessee's sole discretion, may determine to be necessary or in Lessee's best interest.

24. General Insurance Matters. No provision herein with regard to insurance shall reduce or change the indemnity obligations in this Lease. The above provisions with respect to Lessor providing insurance are solely for the benefit of Lessee and Lessor and third parties shall have no rights under or by reason of such provisions.

25. Indemnity. LESSEE AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS LESSOR AND LESSOR PERSONNEL (ALL OF THE FOREGOING ARE HEREINAFTER, SEPARATELY AND COLLECTIVELY, REFERRED TO AS "INDEMNITEE"), FROM AND AGAINST ALL CLAIMS, CAUSES OF ACTION, LOSSES, DAMAGES, SUITS AND LIABILITY OF EVERY KIND, INCLUDING BUT NOT LIMITED TO ALL EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEY'S FEES, FOR DAMAGE TO ANY PROPERTY, OR FOR INJURIES TO OR SICKNESS OR DEATH OF ANY PERSON, CAUSED BY, ARISING OUT OF OR RELATED, DIRECTLY OR INDIRECTLY, TO THE USE OR ENJOYMENT OF THE PROPERTY BY LESSEE, ANY OF ITS MEMBERS, GUESTS, INVITEES OR ANY OTHER PERSON OR ENTITY, ON THE PROPERTY UNDER THE AUTHORITY OR CONSENT OF LESSEE ("LESSEE PERSONNEL"). THIS INDEMNITY APPLIES EVEN THOUGH ANY SUCH DAMAGE, INJURY, SICKNESS OR DEATH IS CAUSED IN WHOLE OR IN PART BY ANY DEFECT IN OR CONDITION OF THE PROPERTY OR ANY DEFECT IN OR CONDITION OF ANY AREA, FACILITIES, EQUIPMENT, TOOLS OR OTHER ITEMS WHICH MAY BE PROVIDED BY INDEMNITEE, WHETHER SUCH DEFECT OR CONDITION WAS KNOWN OR SHOULD HAVE BEEN KNOWN BY INDEMNITEE. THIS INDEMNITY APPLIES REGARDLESS OF WHETHER ANY SUCH DAMAGE, INJURY, SICKNESS OR DEATH IS CONTRIBUTED TO BY THE NEGLIGENCE OR FAULT OF INDEMNITEE, AND ALSO EVEN THOUGH INDEMNITEE IS STRICTLY LIABLE

THEREFOR. FURTHERMORE, THIS INDEMNITY INCLUDES, BUT IS NOT LIMITED TO, ANY CLAIM OR ACTION FOR DAMAGES ON ACCOUNT OF INJURY TO OR ILLNESS OR DEATH OF LESSEE PERSONNEL. UNDER THE PROVISIONS OF THIS INDEMNITY, LESSEE IS AGREEING TO INDEMNIFY INDEMNITEE FROM INDEMNITEE'S OWN NEGLIGENCE OR FAULT, BUT THIS INDEMNITY SHALL NOT APPLY TO ANY SUCH DAMAGE, INJURY, SICKNESS OR DEATH WHICH WAS CAUSED BY THE SOLE NEGLIGENCE OR SOLE FAULT OF INDEMNITEE AND WHICH WAS NOT CAUSED IN PART BY THE NEGLIGENCE OR FAULT OF LESSEE, ITS MEMBERS, GUESTS, INVITEES, OR OF ANY OTHER PERSON OR ENTITY. IF REQUESTED TO DO SO BY INDEMNITEE, LESSEE WILL ASSUME, WITHOUT EXPENSE TO THE INDEMNITEE, THE DEFENSE OF ANY SUCH CLAIMS OR ACTIONS AND WILL REIMBURSE INDEMNITEE FOR ALL EXPENSES (INCLUDING WITHOUT LIMITATION COURT COSTS AND ATTORNEY'S FEES) INCURRED IN INVESTIGATING, HANDLING AND DEFENDING AGAINST ANY SUCH CLAIM OR ACTION. THE TERM "AFFILIATE" AS USED HEREIN SHALL MEAN A CORPORATION OR OTHER ENTITY WHICH, DIRECTLY OR INDIRECTLY, CONTROLS, OR IS CONTROLLED BY OR IS UNDER COMMON CONTROL WITH LESSOR.

26. Property "As Is." LESSEE ACKNOWLEDGES AND AGREES THAT LESSEE IS EXPERIENCED IN THE LEASING AND UTILIZATION OF PROPERTIES SIMILAR TO THE PROPERTY AND THAT LESSEE OR LESSEE'S REPRESENTATIVE HAS OR HAS HAD THE OPPORTUNITY TO HAVE INSPECTED THE PROPERTY, INCLUDING STRUCTURES AND IMPROVEMENTS TO ITS SATISFACTION. LESSEE ACKNOWLEDGES THAT IT IS FULLY RELYING ON LESSEE'S (OR LESSEE'S REPRESENTATIVE'S) INSPECTION OF THE PROPERTY, STRUCTURES AND IMPROVEMENTS AND NOT UPON ANY STATEMENTS (ORAL OR WRITTEN) WHICH MAY HAVE BEEN MADE OR MAY BE MADE (OR PURPORTEDLY MADE) BY LESSOR OR ANY OF ITS REPRESENTATIVES. LESSEE ACKNOWLEDGES THAT LESSEE HAS (OR LESSEE'S REPRESENTATIVES HAVE) THOROUGHLY INSPECTED AND EXAMINED THE PROPERTY TO THE EXTENT DEEMED NECESSARY BY LESSEE IN ORDER TO ENABLE LESSEE TO EVALUATE THE CONDITION OF THE PROPERTY AND ALL OTHER ASPECTS OF THE PROPERTY (INCLUDING, BUT NOT LIMITED TO, THE ENVIRONMENTAL CONDITION OF THE PROPERTY), AND LESSEE ACKNOWLEDGES THAT LESSEE IS RELYING SOLELY UPON ITS OWN (OR ITS REPRESENTATIVE'S) INSPECTION, EXAMINATION AND EVALUATION OF THE PROPERTY. AS A MATERIAL PART OF THE CONSIDERATION FOR THIS CONVEYANCE, LESSEE HEREBY ACCEPTS THE PROPERTY, STRUCTURES AND IMPROVEMENTS, IN ITS "AS IS" - "WHERE IS" CONDITION AND WITH ALL FAULTS, IF ANY, AND WITHOUT REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IN CONNECTION WITH THE LEASE OF THE PROPERTY TO LESSEE, LESSOR AND LESSOR PERSONNEL HAVE MADE NO, AND SPECIFICALLY DISCLAIM, AND LESSEE ACCEPTS THAT LESSOR AND LESSOR'S RELATED PARTIES HAVE DISCLAIMED, ANY AND ALL REPRESENTATIONS, GUARANTEES OR WARRANTIES, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW. THE LESSEE HEREBY EXPRESSLY ASSUMES ALL RISKS, LIABILITIES, CLAIMS, DAMAGES, AND COSTS (AND AGREES THAT LESSOR SHALL NOT BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL, OR OTHER DAMAGES) ON AND AFTER THE DATE OF THIS LEASE RESULTING OR ARISING FROM OR RELATED TO THE USE, CONDITIONS, LOCATIONS, MAINTENANCE, REPAIR OR OPERATION OF THE PROPERTY. LESSEE EXPRESSLY WAIVES (TO THE EXTENT ALLOWED BY APPLICABLE LAW) ANY CLAIMS UNDER FEDERAL LAW, STATE OR OTHER LAW THAT LESSEE MIGHT OTHERWISE HAVE AGAINST LESSOR RELATING TO THE USE, CHARACTERISTICS OR CONDITION OF THE PROPERTY.

27. Survival of Indemnities. The parties hereto acknowledge and agree that the obligations and agreements to release, discharge and indemnify by Lessee set forth in Paragraphs 20, 21, 25 and 26 constitute additional consideration to Lessor, without which Lessor would have not agreed to enter into this Lease. Furthermore, notwithstanding any presumptions to the contrary, the provisions of Paragraphs 20, 21, 25 and 26 shall survive the termination, expiration or revocation of this Lease.

28. Notices. Any notice or other communication required or permitted by this Lease, shall be in writing and must be delivered to the other party at the addresses set forth below, or any other address that a party may designate by notice to the other party. Notices are considered delivered upon actual receipt if delivered personally or by an overnight delivery service or by certified or registered mail, with postage prepaid, and such service will be accomplished at the end of the third business day after the date of deposit of said notice in the United States mail as a separate notice or as a confirmation of a prior email.

To: Lessor
[FundName]

To: Lessee
Lease Number: [RLUNO]

Attn: c/o Orbis, Inc.
8809 Lenox Pointe Drive, Suite B
Charlotte, NC 28273
Tel: (980) 495-2820
Email: cghuntsupport@gmail.com

[HuntClub]
[ClubAddress]
[ClubCity]
Contact: [Clubowner]

29. Applicable Law and Venue. This Lease shall be governed by and construed in accordance with the laws of the state where the Property is located and if the Property is located in more than one state, then according to the laws of the state where the applicable part of the Property is located. Furthermore, the parties agree that in the event of any dispute concerning this Lease, venue for any cause of action arising out of, or having to do with, this Lease shall be, and is, in Multnomah County, State of Oregon with Lessee waiving any objection thereto based on forum non-conveniens.

30. Partial Invalidity. If any provision of this Lease or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease shall not be affected and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

31. Section Headings. The section headings in this Lease are for convenience and reference only and in no way define or limit the scope or content of this Lease or in any way affect its provisions.

32. Waiver. No waiver by any party of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by the other party of the same or any other provision. Either party 's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of such party 's express written consent to or approval of any subsequent act by the other party.

33. Survival of Covenants. The covenants and obligations of Lessee shall continue until such time as all activities of Lessee, including removal of personal property and equipment, has been completed and shall survive to cover any expense, liability or claim of liability arising out of the acts, omissions or performance of this Lease by Lessee. The terms "Lessee" and "Lessor" shall and do include and extend to the heirs, representatives, successors and assigns of the parties hereto.

34. Authority. Each individual executing this Lease on behalf of Lessee represents and warrants that he /she is duly authorized to execute and deliver this Lease on behalf of Lessee, and that this Lease is binding upon Lessee in accordance with its terms.

35. Entire Agreement. This Lease sets forth the entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior agreements, promises, covenants, arrangements, communications, representations or warranties, whether oral or written, by any officer, partner, member, manager, agent, employee or representative of Lessor or Lessee. Nothing herein expressed or so implied is intended or shall be construed to confer upon or give to any person or corporation other than the parties hereto and their successors and assigns, any rights or remedies under or by reason of this Lease. Any amendment, modification, or addendum to this Lease must be in writing and executed by both Lessor and Lessee in order to be effective and binding. Any conflicts between this Lease, the Recreational Lease Policies and Restrictions shall be governed by the terms of the Lease.

36. Construction. All provisions of this Lease have been negotiated at arm 's length and this Lease shall not be construed for or against any party by reason of authorship or alleged authorship of any provision hereof.

37. Effective Date. This Lease shall become effective and in full force only when duly and properly executed, authorized and delivered by the parties hereto.

38. Facsimile or E-mail Signatures/Electronic Transactions. Both parties agree that facsimile or e-mail signatures shall be treated as, and the equivalent of, an original signature. Furthermore, the parties agree that this Lease, and any addendums or amendments thereto, may be executed electronically in accordance with, as applicable, the Electronic Signatures in Global and National Commerce Act (15 U.S.C. § 7001 et. seq.) or the Uniform Electronic Transactions Act, or similar Act authorizing the use of electronic signatures, as adopted by the state in which the subject Property is located. Lessee acknowledges and agrees that by executing this Lease electronically, Lessee will be bound to the terms and conditions of this

Lease to the same extent as if Lessee executed this Lease in person.

39. Restrictions: This Lease is subject to those restrictions fully described in Exhibit "C" (the "Restrictions") attached hereto and incorporated herein by reference. Lessor reserves the right, without prior notice to Lessee, to alter, change or amend, the Restrictions. Any such amendments shall become a part of this Lease upon written notice thereof to Lessee. Additionally, Lessee will neither engage in, nor permit any third party to engage in, any commercial hunting, fishing or recreational pursuits on the Property without first obtaining the prior written consent of Lessor. Lessee shall not sell, lease or sublease the hunting and fishing rights on the Property granted hereunder, nor make any charge, on a commercial basis, to members or guests for a privilege of hunting, fishing or recreation on the Property without the prior written permission of Lessor. Lessee may, however, require persons to pay a prescribed fee and/or membership dues for the privilege of membership.

40. Time: Time is of the essence in this Lease.

BY ITS EXECUTION HEREOF, LESSEE ACKNOWLEDGES AND AGREES TO THE TERMS AND CONDITIONS SET FORTH IN THIS LEASE, THE RECREATIONAL LEASE POLICIES, AND THE RESTRICTIONS ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE

LESSOR:

LESSEE:

BY: *[ExecSignature]*

BY: *[Clubsignature]*

ITS: [SignatureTitle]

ITS: Authorized Agent

EXHIBIT "A"



RLU# [RLUNo]

[CountySt]

[RluAcres] Acres

Disclaimer: This map is for reference use only. The data contained herein was generated from a Geographic Information System (GIS) and is intended for recreational use only. It is not intended to be survey quality and is not suitable for use as a legal survey. Campbell Global makes no warranty expressed or implied and assumes no legal liability or responsibility for the accuracy or completeness represented herein.

EXHIBIT "B"

RECREATIONAL LEASE POLICIES

As used herein, Lessee means all agents, servants, employees, invitees, guests, members, contractors, licensees, successors and assigns. Therefore, it is the responsibility of Lessee to comply with and enforce all Recreational Lease Policies as set forth herein.

For more information regarding Recreational Lease Policies, visit the website at www.cglease.com

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Document Purpose

The purpose of this document is to establish clear and consistent policies for the Recreational Lease program. Campbell Global, LLC ("CG"), as the authorized agent of Lessor, values our recreation customers and appreciates the intrinsic values provided by our recreational lessees. Our recreational lease customers help reduce incidents of property damage, theft, arson, dumping, and trespass, and assist in fostering an atmosphere of good -will and cooperation in local communities. CG reserves the right to amend these policies from time to time effective upon posting to the recreational lease website (cglease.com).

Working Forest

CG's primary business is growing and harvesting timber. You are leasing the hunting rights in a working forest. You should expect forest management activities such as timber harvest, burning, and road maintenance to be on going throughout the year. CG uses property for other purposes and reserves all right of use whatsoever.

Club Membership

It is the responsibility of each lease representative to maintain an updated membership list online at www.cglease.com.

Lease renewal is contingent on the membership list being annually updated and acceptable to the Lessor. Contact information for all members should include a daytime phone number and an email address.

*The **Lessee** is held responsible for the actions of its members, guests, contractors and agents and any improper actions will likely jeopardize the lease.*

Compliance with the Law

Lessee shall comply with all federal, state, and local laws, rules, regulations, orders, decrees, and executive directives

relating to hunting, fishing, wildlife and natural resources conservation or which are otherwise applicable to the use of the Property. All state or federally protected species will be given special consideration and protection as required by all applicable laws and /or any conservation plan of CG.

*Any suspected illegal activities, including but not limited to trespass, game violations, property damage, and arson by third parties on the Property or by the **Lessee** on adjacent properties should first be reported to law enforcement authorities and then CG.*

Good Neighbor Policy

Lessee shall respect the rights of neighboring landowners and conduct all activities in a courteous manner, with due regard for the rights, safety and well-being of neighboring landowners and their property. CG recommends that hunting clubs make an effort to meet and develop good relationships with neighboring landowners. **Lessee** should keep in mind that the privileges associated with the Lease end at CG 's property lines and promptly advise CG of any trespassing or encroachments. Always obtain permission before entering onto a neighbor 's property. **Lessee** is responsible for and should promptly address and resolve concerns that may arise with neighbors and shall advise Lessor promptly of any unresolved concerns.

General Rules and Responsibilities

- **Lessee** shall not Lease/Sublease any part of the leased Property, shall not obtain any type of personal, business, or financial gain from the leased Property, and shall not sell, whether directly or indirectly, any right or privilege granted in the Lease Agreement without the prior consent of Lessor.
- **Lessee** must not interfere in any way with forest management or timber harvests or other operations or activities of Lessor. **Lessee** must not do anything which will in any way damage trees, gates or other improvements located on the Property.
- **Lessee** will not cause or permit damage to the Property, including but not limited to structures, fences, gates, crops, trees, or equipment. A replacement cost invoice will be issued upon discovery of damages.
- **Lessee** must not place nails, spikes or other metallic devices in trees.
- **Lessee** must not set fire to any part of the Property and will make every reasonable effort to suppress any fire that may occur on the Property.
- Dumping and littering are expressly prohibited. **Lessee** should periodically inspect the Property and remove any trash and litter.
- **Lessee** may not construct or install any crops, plantings, food plots, roads, bridges, gates, fences, camps, buildings, lodges, shelters, docks, landings or other structures, permanent or temporary, without having first obtained written permission from CG.
- Any construction or installation requires Lessor 's prior written approval and will be at the hunting club 's expense. Members are responsible for any taxes, levies and assessments.
- Any CG approved construction or installation must be in strict compliance with any aesthetic specifications or limitations imposed by CG and must be maintained in a condition of repair, cleanliness and safety agreeable to CG. Approval by CG of any construction or required aesthetic specifications shall not constitute any representation or warranty as to any health, safety, structural or other matters with such matters being the sole liability and

responsibility of the **Lessee**.

- CG reserves the right to dismantle or remove any construction or installation that at any time interferes with its operations or that is used in an unauthorized manner.
- **Lessee** will assume responsibility and will be held financially responsible for any forest products, and mineral or cultural resources that may be damaged or removed from the Property by the hunting club or its Members, guests, contractors or agents.
- Neither **Lessee** nor its Members shall take any action which results in a lien being filed against the Property.

Designated Campsites - when not restricted on Exhibit C

- Camping is only allowed at designated sites. **Lessee** must have written permission for a campsite and any campsite improvements (e.g., structures, utilities, etc.) See Campsite Policy and Approval Form.
- All campsite structures must be capable of being moved on demand (i.e., mounted on skids or wheels). The use of mobile homes, shipping containers, or buses is not allowed.
- Campsite structures must have the owner's name and day-time phone number clearly posted at the structures entrance.
- Annual Fees will be assessed for all campsites and structures (e.g., Campers, Trailers, Recreational Vehicles,

Portable Buildings, etc.). It is the responsibility of the Lessee to report all campsite structures to CG. Unreported campsites and structures will be invoiced to the **Lessee** at two times the standard rate).

- No permanent residence will be permitted at campsites.
- Campsite grounds must be kept clean and free of litter at all times. Garbage must not be burned or buried. All garbage must be removed from the Property and disposed of properly. Any materials being used for construction or repair at a campsite must be neatly stored. Junk or unserviceable equipment of any kind, including scrap lumber or metal, must be removed from Property. Any structures not in use must be removed.
- No chemicals of any kind will be stored at the campsite, except for normal household chemicals in consumer -sized containers which shall be stored strictly according to applicable law and label directions. No petroleum products, except propane, may be stored at the campsite in containers larger than 5 gallons. Petroleum containers must be OSHA approved (spill proof). Any spills that are reportable to any government entity under applicable law must first be reported to the applicable authorities and then to CG.
- Septic systems must comply with applicable state and local laws and regulations. Contents of holding tanks and portable toilets must be removed from the Property and disposed of properly. Sewage will not be allowed to drain onto the surface of the ground. No effluent of any type will be allowed to run into any natural drains or water bodies.

Roads & Gates

CG will designate points of entry and exit from the Property from time to time. The **Lessee** shall only use designated points of entry and exit.

Lessee is asked to protect the roads and limit traffic during wet weather as much as possible. **Lessee** must exercise proper caution and care to avoid damage to roads and trails. Particular attention should be given to roads that have water bars or have been seeded to prevent erosion. Any damage to roads or the Property, caused by the **Lessee** shall promptly be repaired by the **Lessee**, at the **Lessee**'s sole cost and expense.

Road maintenance is expensive and funds are limited. CG roads may be maintained, in CG's sole discretion, as time and funding permits. Roads may remain impassable for extended periods.

Lessee must obtain written permission from CG prior to conducting road repairs or maintenance. Written permission is required prior to installing gates. Gates must be built and maintained according to CG's specifications. CG reserves the right to require any and all gates to be locked/unlocked and opened/closed. It is the **Lessee** responsibility to ensure that a CG lock is on all gates. Member will be responsible for the cost of locks.

Cables, chains, ropes, wire, etc. are not to be used as road access barriers.

Hunter Safety and Ethics

Lessee should exercise all reasonable precautions with respect to hunting, firearm and weapons safety. Members are expected to hunt in a safe and ethical manner.

- CG supports efforts to promote and increase hunting safety and recommends that each hunter complete a Hunter Education Course.
- **Lessee** must ensure that all minors are under the supervision of a parent or a guardian; and when minors are present on the Property, the parent or guardian is responsible for their acts and safety.
- When required by law, **Lessees** hunting during a modern gun or muzzleloader deer season must wear a hat and outer garment, above the waistline, of daylight florescent blaze orange (Hunter Orange).
- **Lessee** must not hunt, discharge or display firearms in a careless manner or in close proximity to any residence, residential area, school, church or place of business.
- **Lessee** shall comply with all federal, state and local laws, rules, and regulations
- **Lessee** shall not:
 - o Hunt or shoot, or discharge a firearm or other weapon while under the influence of drugs or alcohol
 - o Hunt or shoot, or discharge a firearm or other weapon within 50 yards of any road open to the public
 - o Discharge a firearm or other weapon from or across any public right-of-way
 - o Hunt or shoot or discharge a firearm or other weapon within 150 yards of a dwelling, business, or working party employed by, or under direct or indirect contract to, the Lessor or CG.
 - o Shoot or discharge a firearm or other weapon, business, or working party employed by, or under direct or indirect contract to, the Lessor or CG.
 - o Shoot or discharge a firearm or other weapon into adjacent property

All hunting activities must be conducted in a safe and ethical manner. Lessee should avoid public display of harvested game must dispose of carcasses and offal in a responsible manner.

Off Road Vehicles Including ATVs

- CG recommends that each operator of an off-road vehicle, including ATVs, complete an appropriate vehicle education course.
- **Lessee shall** not operate motorized vehicles while under the influence of alcohol or drugs.
- The use of motorized vehicles is restricted to established roads and trails.
- All vehicles, including ATVs, shall not be used in a manner that damages, roads, streams or property and any such damages shall be promptly repaired by **Lessee**, at **Lessee's** sole cost and expense.
- Use of off-road vehicles or ATVs in streambeds or the use of stream crossings not designated by CG is expressly prohibited.
- Mud-bogging and other abuses which damage property, roads and trails will not be tolerated.

Equestrian Sports

- CG recommends that each equestrian educate themselves about trail etiquette, preserving resources, and safety as contained in the American Equestrian Alliance safety guidelines:
<http://www.americanequestrian.com/safety-group-guidelines-aea>.
- The construction or use of a horse jumping structure is prohibited. Horse racing is strictly prohibited.

Hunting Blinds, Stands, & Feeders

CG will make a reasonable effort not to damage the Property during forest management and other operations but will not be responsible for any damage. To ensure blinds, stands, feeders or other property are not inadvertently damaged, members should remove their property when they are finished using it.

- Blinds, Deer stands and feeders must at least 100 feet from a timber access roads and lease boundaries.
- Blinds or stands must not be placed within 50 yards of a road open to the public.
- Blinds or stands must not be placed within 150 yards of a dwelling.
- Stands must not be fastened to trees with any device that penetrates the bark.
- Affix the owner's name and a daytime phone number on blinds or stands so that they are clearly visible at eye level.

Lessee may be asked to move stands, blinds or feeders. The owner 's name and a daytime phone number should be affixed so that it is clearly visible at eye level.

Wildlife Management

- The translocation and release of the any wildlife or domestic animal is prohibited.
- No invasive plant species or tree should be planted and vehicles, off-road vehicles, and ATVs should be clean and free of invasive plants or seeds.
- Beavers, nutria, feral hogs, and other nuisance animals are not to be protected. Members are expected to assist with control of nuisance animals by CG.
- No agreement, plan or program concerning the regulation of wildlife, the management of water, land or other natural resources on the Property may be made with any local, state, or federal agency or private group, without the written approval of CG.
- **Lessee** may be required to participate in deer or other wildlife management programs established by CG, including but not limited to:
 - o Collecting Harvest Data - Aging, weighing and measuring animals
 - o Harvesting Restrictions - Harvest quotas; size limits and or bag limits more restrictive than those prescribed by state regulations.
- Members may be required to cooperate with CG in the conduct of wildlife research.

Research, Ecological, Culturally Sensitive Sites

Some CG lands are part of ongoing forest or wildlife research. Some CG lands provide habitat for rare species, ecological communities, or culturally sensitive sites. As a result, Lessee 's activities may be restricted within these sites to protect these sensitive resources.

Research plots may be marked by pipe, pin flags, aluminum tree tags and signs indicating area is a "Research Area". Research plots are especially sensitive; Members are instructed and prohibited from disturbing these sites.

- Do not tamper with pin flags, aluminum tree tags, or poles
- Do not disturb vegetation (e.g., no mowing, disking, etc.)

***Lessee** will be provided with a map that designates any sensitive sites on their Lease.*

Posting & Trespass

Lessee may use lawful means to prevent trespass or prohibit unauthorized hunting or fishing on the Property by persons other than its Members or guests.

Lessee is authorized to post the property. **Lessee** may use signs or painted blazes as prescribed by state law to post. Posted signs should be attached to trees of poor quality or form using aluminum nails, staples, or non-metallic fasteners.

CG reserves the right for its employees, contractors, or designees to enter the Property at any time for any purpose.

Report trespass and game violations to law enforcement authorities and then Campbell Global.

EXHIBIT "C"

RECREATIONAL LEASE RESTRICTIONS

The following restrictions apply to this Lease:

[SpecCnd]

EXHIBIT "D"

MEMBER/GUEST INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

WHEREAS, **Lessee** has entered into a Recreation Lease Contract (the "Agreement") with Lessor, concerning the Property as described in that Agreement and each of the undersigned is a member/guest/invitee of **Lessee** who intends to use the Property for the purposes authorized in the Agreement.

NOW THEREFORE, after reading the Agreement and Lease Policies provided by **Lessee**, each undersigned member/guest/invitee, individually covenants and agrees to fully abide by the terms and conditions of the Agreement and further agree as follows:

1. That Lessor, and its affiliates, officers, agents, managers, employees, contractors and their subcontractors, representatives and servants (collectively Lessor Related Parties) have made no representations regarding the suitability of the Property for the purpose of hunting, the relative safety or risks and hazards of entering upon said Property and/or risks associated with participating in such activities. The undersigned is fully aware of the general risks and hazards associated with the activities of hunting, and/or traversing improved and unimproved terrain and voluntarily has elected to enter upon said Property, appreciating that the condition of the Property may be and/or become hazardous or dangerous either with regard to the physical condition of the Property and/or the hunting, and related activities thereon.

2. The undersigned understands and agrees that in furtherance of his/her safety (and that of others) the undersigned shall comply with and ensure his/her accompanying minor shall comply with, all federal, state or local laws, rules, regulations, orders, decrees, and executive orders including but not limited to hunting laws and regulations.

3. The undersigned, for himself/herself, his/her heirs, his/her accompanying minors, executors and administrators agrees to indemnify and save harmless Lessor and Lessor Related Parties, their respective successors and assigns from and against any and all claims, demands, loss, damage, expenses (including without limitation, attorneys' fees, and costs), litigation, injuries, deaths, property damage and liabilities resulting from or in any way arising out of the exercise of the Agreement and use of the Property. As a part of this indemnification, guest/member/invitee of **Lessee** agrees, upon request by Lessor, to assume, without expense to Lessor and with counsel approved by Lessor, the defense of any such claim, demand, action or cause of action, including the payment of all attorneys fees, expert witness fees, and any and all other costs. This paragraph shall survive the termination of this Agreement.

Read and agreed to and provided to all Members/Guests/Invitees by me as evidenced by my signature below.

Lessee: _____

Lessee Representative: _____

Printed Name: _____

Date: _____

A copy of this document will be provided to Lessor immediately upon request.

EXHIBIT D
LESSEE MEMBER/GUEST/INVITEE LIST

Date	Printed Name	Signature	ADDRESS, CITY, STATE, ZIP CODE
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