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. <u>Grant of License.</u> 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. <u>Visible Clothing.</u> Licensee must wear visible clothing (i.e., burst orange) while accessing the Property during all periods and conditions when required by State law and by any additional rules and regulations Property Manager may require.
- ii. <u>Copy of License.</u> 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. <u>Keys.</u> 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. <u>Personal Use Only; No Commercial Activities.</u> 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. <u>No Companions.</u> 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. <u>No Access To Restricted Areas.</u> 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. <u>Fire Prevention</u>. 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. <u>Red Flag Warning</u>. Except as specified otherwise in any addendum hereto, 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. <u>Accidents.</u> 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. <u>Insurance.</u> Licensee agrees and represents that Licensee has adequate vehicle/auto 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. Upon request from Owner Party from time to time, Licensee shall promptly deliver certificates of insurance evidencing the coverage required under the Contract. 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. <u>No Removal of Forestry Products.</u> Except as expressly permitted in any addendum hereto, 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.

b. <u>No Injury to Trees.</u> 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. <u>No Improvements; No Disturbance.</u> 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. <u>No Trash.</u> 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. <u>No Transportation to Adjacent Lands.</u> 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. <u>Use of Motorized Vehicles</u>. Except as expressly permitted in any addendum hereto, 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. <u>Safe hunting distances.</u> This Contract is not effective as to any lands, whether or not included within the Property, which are within a distance of 500 yards, or less as indicated by local law, 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. <u>No fires.</u> 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. <u>Term.</u> The License is valid for only the identified term (the "*Term*").

- 3. <u>License Fee.</u> For and in consideration of the rights granted under this License, Licensee must pay Owner the required nonrefundable license fee (the "*License Fee*").
- 4. <u>Termination of License.</u> 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.

Recreation Access License Agreement

between Manulife Forest Management Inc. and Dip-N-Vat Hunting Club, Inc. 2025-2026

7. <u>Release and Waiver.</u> 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. <u>Indemnification</u>. 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. <u>Release of Minor.</u> 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. <u>No Assignment by Licensee</u>. 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. <u>No Interference</u>. 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. <u>Confidential Information</u>. 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. <u>Subordination</u>. 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. <u>WAIVER OF JURY TRIAL; JURISDICTION; VENUE; LIMITATION OF LIABILITY.</u> 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. <u>GOVERNING LAW.</u> 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. <u>Entire Agreement.</u> The Contract (including any applicable addendum) 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. <u>Captions.</u> The captions in the Contract are for convenience of reference only and do not define or limit the provisions thereof.
- 18. <u>Miscellaneous.</u> 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**. <u>Electronic Form.</u> 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.

Exclusive Hunting Club Addendum incl. Campsite/Structure Add on addendum(Recreation Licenses ONLY) - revised 3/6/2025

EXCLUSIVE HUNTING CLUB ADDENDUM

This Exclusive Hunting Club Addendum (this "<u>Addendum</u>") 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 in the Recreational Access License Agreement, the terms of this Addendum shall control.

<u>Exclusive Hunting Club License</u>. 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.

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.

Hunting Terms and Conditions.

<u>No Shooting Range</u>. 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.

<u>No Recreational Sport Vehicles</u>. 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".

<u>No Short-Term Sales</u>. 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.

<u>Dogs</u>. 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.

<u>Firearms</u>. 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.

<u>Rules and Regulations</u>. 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.

<u>No Structures</u>. 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.

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

<u>Food Plots</u>. 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.

<u>Harvesting of Game</u>. 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.

<u>Hunting Club Code of Ethics</u>. It is 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.

<u>No Violation of Hunting Laws</u>. 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.

<u>Safety</u>. 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.

<u>Respect for Hunting Property</u>. 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.

<u>Respect and Courtesy towards Neighbors</u>. 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 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.

<u>Assist Landowner With Property Protection</u>. 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.

<u>Wildlife Management</u>. Licensee shall exercise its rights hereunder in accordance with all applicable federal, state, and local laws and regulations and with accepted wildlife and fisheries management principles and shall perform those wildlife and fisheries management functions deemed necessary by Owner (including, but not limited to, a quality deer management program - deer jawbone and data collection, antler restrictions, doe quotas, buck harvest limits, etc.). Licensee must notify Owner prior to developing or engaging in any formal wildlife and/or fisheries management program not specifically directed by Owner, and any such program is subject to Owner's consent, which may be withheld in Owner's sole discretion. Licensee shall report to <u>Owner</u> any problem, either potential or immediately evident, which directly or indirectly affects the health and wellbeing of the wildlife and/or fisheries resources on the Property

<u>No Protection</u>. 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.

CAMP/STRUCTURE ADD-ON ADDENDUM

This Add-On Addendum ("<u>Addendum</u>") amends and modifies and forms part of the Recreational Access License Agreement between the Parties. In the event of any conflict between the provisions of this Addendum and the Recreational Access License Agreement, the terms of this Addendum shall control.

<u>Recreation Rights</u>. Notwithstanding anything to the contrary in this Contract, provided Licensee has paid the applicable add-on fee and subject to the terms and conditions hereof, the Recreation Rights granted to Licensee under this Contract include the right to build or bring onto the Property a temporary building within an area selected by Licensee and approved by an Owner Party (a "<u>Campsite</u>") that is used for the benefit of licensee including, but not limited to, recreational vehicles with sleeping quarters (RVs), cover for vehicles, tents, covered or enclosed storage areas, lean-tos, and buildings related to the storing, harvesting, or butchering of any harvested animals (each, a "<u>Structure</u>").

<u>Fees</u>. The rights granted under this Addendum shall only apply in the event Licensee has paid the applicable license fees for such additional rights. Campsites may be up to an acre in size; each additional acre is considered a new Campsite. Campsites greater than an acre may be denied due to size and impact on forestry operations. Licensee may only use the applicable Campsite(s) for which Licensee has paid the required fees hereunder. Licensee shall not be entitled to build or bring onto the Property any Structure without first paying the applicable Campsite fee. Paying the Campsite fee entitles Licensee to build or bring onto the Campsite **one (1)** Structure at no additional charge. Licensee must pay an additional fee for each additional Structure which Licensee intends to build or bring onto such Campsite (i.e., for Structures 2, 3, 4, etc...)

<u>Campsite Specific Terms and Conditions</u>. In addition to the other terms and conditions set forth herein, the creation or utilization of any Campsite is subject to the following terms and conditions:

<u>Size and Location</u>: A Campsite can be no more than one acre in size, where location, orientation, and utilization must not interfere with any Owner Party's usage of the Property. Licensee must identify the desired location of the Campsite to Property Manager for review and approval. Approval of the location by Property Manager must be obtained prior to establishing camp.

<u>AS-IS</u>, <u>WHERE-IS</u>: Licensee shall accept the Campsite in its AS-IS, WHERE-IS condition without any representation or warranty, express or implied, of any kind or nature whatsoever, by any Owner Party including, but not limited to, any warranty of habitability.

<u>Use</u>: Licensee shall use the Campsite for hunting or other recreational purposes consistent with this Contract and to (a) construct/keep those temporary Structures for which Licensee has paid a Structure fee, (b) utilize a travel trailer, provided same shall at all times remain with wheels and axels attached, tires fully inflated, and capable of being removed upon immediate notice; and (c) utilize tents, canvas tarps and/or woven polyethylene tarps. Licensee shall ensure the Campsite grounds are neatly maintained and kept clean and free of litter, trash, junk or scrap materials. Wood, metal, or other materials being used for construction or repair at the Campsite must be neatly stored. Trash should be placed in appropriate containers, and emptied weekly. No trash is to be burned or buried. All trash must be removed from the Property and disposed of at an approved landfill. No chemicals or hazardous materials will be stored at the Campsite. Refrigerators or freezers in an unsecured area must have a locking device securing the door. No domesticated or feral animals shall be kept at a Campsite at any time, except dogs may be kept at the Campsite during legal hunting and training seasons and only while Licensee is present.

<u>Campsite Restrictions</u>: Licensee is strictly prohibited from using the Campsite: (a) to place any permanent structure on the Property; (b) to place any mobile home, manufactured home, modular home, prefabricated temporary building, or other structure brought into or upon the Property of a permanent or semi-permanent nature; (c) for a permanent or semi-permanent residence; (d) for a temporary residence for anyone not a member or guest of Licensee; (e) for any utility service of any kind whatsoever that requires a granting of a right-of-way to the utility; (f) to pour, bring in or create concrete slabs or similar structures or improvements; (g) to build or place foundational elements, including the use of cinder blocks, in the building of semi-permanent structures; (h) for polyethylene plastic, tar paper, paper mill felt or any other material not approved in writing by an Owner Party; (i) to run water and sewer utilities to Campsites; (j) to discharge in any manner effluence of any type; or (k) to bury effluence, septic systems, or waste containers.

<u>Effluence Requirements</u>. As set forth above, discharge of effluence of any type on the Property is not permitted. Accordingly, Licensee shall only be permitted to discharge effluence via (a) porta-potty with a contract for pumpout, (b) a holding tank on a camper that can be driven to a pump station, (c) portable enviro-toilets, or (d) any other portable container that prevents discharge onto the Property.

<u>Right to Relocate</u>: Licensee may be required to relocate temporary Campsites if an Owner Party deems the current location unsuitable or if a temporary Campsite conflicts with current or anticipated forest and/or agricultural operations. Upon notice, Licensee shall promptly remove any and all improvements, Structures, trash, or debris from the Property. Should Licensee fail to remove any property to the satisfaction of an Owner Party, Licensee shall be responsible for the cost of Property Manager removing the property.

<u>Campfires</u>: Campfires are allowed at a Campsite subject to the following rules: (a) campfires are strictly prohibited during the local fire season or on high risk days (it is Licensee's responsibility to confirm that it is not a fire season and there is not a high fire risk rating where the Property is located); (b) campfires must be a maximum of three

feet (3') in diameter and surrounded by two feet (2') of bare mineral soil, rock, brick, or metal enclosure; (c) all fires must be completely extinguished using water or foam before Licensee leaves the campfire; (d) no firewood may be brought on the Property for use at any campfire (notwithstanding the foregoing, Licensee may use fallen forest remnants found on the Property such as cut limbs following harvest operations by Owner Parties for use in permitted campfire on the Property, but not for removal or sale); and (e) Licensee must carry on the Campsite appropriate fire suppression equipment at all times.

<u>Structure Specific Terms and Conditions</u>. In addition to the other terms and conditions set forth herein, placing a Structure on the Property is subject to the following terms and conditions:

<u>Size and Location</u>: The size of one Structure is limited to a maximum of 600 square feet; each increment over 600 square feet is considered an additional Structure (e.g., 700 square feet is two Structures, 1250 square feet is three Structures, etc.). Licensee shall pay to Owner the required fee for the rights and privileges set forth herein. Additions to free-standing Structures will be considered additional Structures and will be charged accordingly. Licensee may not keep or build any Structure outside its approved Campsite area.

<u>Structure Requirements</u>: Structures must be free-standing and not have posts inserted into the ground, and may not be attached to trees in any way, shape, or form. All Structures must be maintained in good working and visual order, including current registration on vehicles, and must be able to be removed immediately if notice is given to vacate.

<u>Structure Restrictions</u>: Structures cannot be (a) mobile homes, manufactured homes, modular homes, prefabricated temporary buildings, or other structures of a permanent or semi-permanent nature; (b) used as permanent or semi-permanent residence; or (c) used for a temporary residence for anyone not a member or guest of Licensee.

<u>Non-Usable Structure</u>: Licensee may not build, keep or use any Structure that (a) no longer has a recreational purpose; (b) cannot be maintained or inhabited, or (c) is considered unsafe, abandoned or otherwise derelict. Licensee shall promptly remove, at its own cost, any such non-usable structure on its Campsite.

Violation of any of the foregoing provisions of this Section 4 will result in an additional fee of \$500.00 per month per violation until such time as the applicable violation is cured. Any additional fee imposed hereunder shall be payable by Licensee upon demand therefor.

General Terms and Conditions for any Campsite and Structure.

<u>Ad Valorem Taxes</u>: Should any additional tax assessment be made based upon any improvement of the Campsite or any Structure specified in this addendum or any Structure located on the Property whether or not Licensee paid a Campsite Fee, Licensee shall promptly pay to Owner the increased taxes attributable to the Campsite or Structure within five days after written request by an Owner Party, regardless of whether or not an Owner Party has previously paid the tax collector for such assessment or will thereafter pay the tax collector for such assessment.

<u>Water</u>: No Owner Party makes any warranty of the potability of any surface or subsurface water on the Property. Licensee agrees to utilize drinking water brought on to the Property by Licensee only. Licensee may use existing water wells with prior written permission of Property Manager and upon conditions imposed by Property Manager. Licensee shall not dig or construct any new water wells.

<u>Vehicles</u>: All road-approved vehicles of any type or kind including automobiles, trucks, trailers, or other vehicles utilized or located upon the Property at any time shall be state licensed and registered, fully operational and capable of immediate removal upon notice. Abandoned vehicles are not allowed to be left on the Property. Each Owner Party reserves the right to remove any abandoned vehicles and charge Licensee for the full cost of removal.

<u>Flammables</u>: No gasoline, charcoal starter, oils, or other flammables shall be stored on the Property except for immediate temporary use associated with hunting or recreation as authorized by this Contract. Petroleum products, other than propane or heating fuel may not be stored in containers larger than 5 gallons. Fuel of any type must be stored in appropriate, commercially fabricated containers that are in good condition. No such materials other than propane or heating fuel shall be stored at the Property at any time when the Campsite is not being used by Licensee.

<u>Personal Property</u>: Personal property and items may not be stored on the Property other than those relating to the purpose of the License granted hereby.

<u>Liability; Risk of Loss</u>: Licensee accepts all risk of loss of any kind or nature to any Structure or Campsite, and any personal property or the property of others at the Property or arising out of this addendum. No Owner Party shall have any liability for damage to any Structure, or personal property even if such damage is caused by an Owner Party, or their respective contractors, agents or assigns. Licensee may obtain separate insurance coverage for its personal property.

<u>Reservation of Rights</u>: Each Owner Party reserves the right to use all of the Property to support its timberland and/or agricultural operations, notwithstanding the presence of any Campsite.

Addons addendum

This Add-On Addendum ("Addendum") amends and modifies and forms part of the Recreational Access License Agreement (the "Rec License") between the Parties. In the event of any conflict between the provisions of this Addendum and the Rec License, the terms of this addendum shall control.

- Recreation Rights. Notwithstanding anything to the contrary in this Contract, provided Licensee has paid the applicable add-on fee and subject to the terms and conditions hereof, the Recreation Rights granted to Licensee under this Contract include the right to build or bring onto the Property a temporary building within an area selected by Licensee and approved by an Owner Party (a "Campsite") that is used for the benefit of Hunting Club members including, but not limited to, recreational vehicles with sleeping quarters (RVs), cover for vehicles, tents, covered or enclosed storage areas, lean-tos, and buildings related to the storing, harvesting, or butchering of any harvested animals (each, a "Structure").
- 2. Fees. The rights granted under this Addendum shall only apply in the event Licensee has paid the applicable license fees for such additional rights. Campsites may be up to an acre in size; each additional acre is considered a new Campsite. Campsites greater than an acre may be denied due to size and impact on forestry operations. Licensee may only use the applicable Campsite(s) for which Licensee has paid the required fees hereunder. Licensee shall not be entitled to build or bring onto the Property any Structure without first paying the applicable Campsite fee. Paying the Campsite fee entitles Licensee to build or bring onto the Campsite **one (1)** Structure at no additional charge. Licensee must pay an additional fee for each additional Structure which Licensee intends to build or bring onto such Campsite (i.e., for Structures 2, 3, 4, etc...)
- **3.** Campsite Specific Terms and Conditions. In addition to the other terms and conditions set forth herein, the creation or utilization of any Campsite is subject to the following terms and conditions:

i. Size and Location: A Campsite can be no more than one acre in size, where location, orientation, and utilization must not interfere with any Owner Party's usage of the Property. Licensee must identify the desired location of the Campsite to Property Manager for review and approval. Approval of the location by Property Manager must be obtained prior to establishing camp.

ii. AS-IS, WHERE-IS: Licensee shall accept the Campsite in its AS-IS, WHERE-IS condition without any representation or warranty, express or implied, of any kind or nature whatsoever, by any Owner Party including, but not limited to, any warranty of habitability.

iii. Use: Licensee shall use the Campsite for hunting or other recreational purposes consistent with this Contract and to (a) construct/keep those temporary Structures for which Licensee has paid a Structure fee, (b) utilize a travel trailer, provided same shall at all times remain with wheels and axels attached, tires fully inflated, and capable of being removed upon immediate notice; and (c) utilize tents, canvas tarps and/or woven polyethylene tarps. Licensee shall ensure the Campsite grounds are neatly maintained and kept clean and free of litter, trash, junk or scrap materials. Wood, metal, or other materials being used for construction or repair at the Campsite must be neatly stored. Trash should be placed in appropriate containers, and emptied weekly. No trash is to be burned or buried. All trash must be removed from the Property and disposed of at an approved landfill. No chemicals or hazardous materials will be stored at the Campsite. Refrigerators or freezers in an unsecured area must have a locking device securing the door. No domesticated or feral animals shall be kept at a Campsite at any time, except dogs may be kept at the Campsite during legal hunting and training seasons and only while Licensee is present.

iv. Campsite Restrictions: Licensee is strictly prohibited from using the Campsite: (a) to place any permanent structure on the Property; (b) to place any mobile home, manufactured home, modular home, prefabricated temporary building, or other structure brought into or upon the Timberland Property of a permanent or semipermanent nature; (c) for a permanent or semi-permanent residence; (d) for a temporary residence for anyone not a member or guest of Licensee; (e) for any utility service of any kind whatsoever that requires a granting of a right-of-way to the utility; (f) to pour, bring in or create concrete slabs or similar structures or improvements; (g) to build or place foundational elements, including the use of cinder blocks, in the building of semi-permanent structures; (h) for polyethylene plastic, tar paper, paper mill felt or any other material not approved in writing by an Owner Party; (i) to run water and sewer utilities to Campsites; (j) to discharge in any manner effluence of any type; or (k) to bury effluence, septic systems, or waste containers.

v. Effluence Requirements. As set forth above, discharge of effluence of any type on the Property is not permitted. Accordingly, Licensee shall only be permitted to discharge effluence via (a) porta-potty with a contract for pump-out, (b) a holding tank on a camper that can be driven to a pump station, (c) portable enviro-toilets, or (d) any other portable container that prevents discharge onto the Property.

vi. Right to Relocate: Licensee may be required to relocate temporary Campsites if an Owner Party deems the current location unsuitable or if a temporary Campsite conflicts with current or anticipated forest and/or agricultural operations. Upon notice, Licensee shall promptly remove any and all improvements, Structures, trash, or debris from the Property. Should Licensee fail to remove any property to the satisfaction of an Owner Party, Licensee shall be responsible for the cost of Property Manager removing the property.

vii. Campfires: Campfires are allowed at a Campsite subject to the following rules: (a) campfires are strictly prohibited during the local fire season or on high risk days (it is Licensee's responsibility to confirm that it is not

a fire season and there is not a high fire risk rating where the Property is located); (b) campfires must be a maximum of three feet (3') in diameter and surrounded by two feet (2') of bare mineral soil, rock, brick, or metal enclosure; (c) all fires must be completely extinguished using water or foam before Licensee leaves the campfire; (d) no firewood may be brought on the Property for use at any campfire (Licensee may use forest and/or agricultural remnants in connection with a permitted campfire); and (e) Licensee must carry on the Campsite appropriate fire suppression equipment at all times.

4. Structure Specific Terms and Conditions. In addition to the other terms and conditions set forth herein, placing a Structure on the Property is subject to the following terms and conditions:

i. Size and Location: The size of one Structure is limited to a maximum of 600 square feet; each increment over 600 square feet is considered an additional Structure (e.g., 700 square feet is two Structures, 1250 square feet is three Structures, etc.). Licensee shall pay to Owner the required fee for the rights and privileges set forth herein. Additions to free-standing Structures will be considered additional Structures and will be charged accordingly. Licensee may not keep or build any Structure outside its approved Campsite area.

ii. Structure Requirements: Structures must be free-standing and not have posts inserted into the ground, and may not be attached to trees in any way, shape, or form. All Structures must be maintained in good working and visual order, including current registration on vehicles, and must be able to be removed immediately if notice is given to vacate.

iii. Structure Restrictions: Structures cannot be (a) mobile homes, manufactured homes, modular homes, prefabricated temporary buildings, or other structures of a permanent or semi-permanent nature; (b) used as permanent or semi-permanent residence; or (c) used for a temporary residence for anyone not a member or guest of Licensee.

iv. Non-Usable Structure: Licensee may not build, keep or use any Structure that (a) no longer has a recreational purpose; (b) cannot be maintained or inhabited, or (c) is considered unsafe, abandoned or otherwise derelict. Licensee shall promptly remove, at its own cost, any such non-usable structure on its Campsite.

Violation of any of the foregoing provisions of this Section 4 will result in an additional fee of \$500.00 per month per violation until such time as the applicable violation is cured. Any additional fee imposed hereunder shall be payable by Licensee upon demand therefor.

5. General Terms and Conditions for any Campsite and Structure.

i. Ad Valorem Taxes: Should any additional tax assessment be made based upon any improvement of the Campsite or any Structure specified in this addendum, Licensee shall promptly pay to Owner the increased taxes attributable to the Campsite within five days after written request by an Owner Party, regardless of whether or not an Owner Party has previously paid the tax collector for such assessment or will thereafter pay the tax collector for such assessment.

ii. Water: No Owner Party makes any warranty of the potability of any surface or subsurface water on the Property. Licensee agrees to utilize drinking water brought on to the Property by Licensee only. Licensee may use existing water wells with prior written permission of Property Manager and upon conditions imposed by Property Manager. Licensee shall not dig or construct any new water wells.

iii. Vehicles: All road-approved vehicles of any type or kind including automobiles, trucks, trailers, or other vehicles utilized or located upon the Property at any time shall be state licensed and registered, fully operational and capable of immediate removal upon notice. Abandoned vehicles are not allowed to be left on the Property. Each Owner Party reserves the right to remove any abandoned vehicles and charge Licensee for the full cost of removal.

iv. Flammables: No gasoline, charcoal starter, oils, or other flammables shall be stored on the Property except for immediate temporary use associated with hunting or recreation as authorized by this Contract. Petroleum products, other than propane or heating fuel may not be stored in containers larger than 5 gallons. Fuel of any type must be stored in appropriate, commercially fabricated containers that are in good condition. No such materials other than propane or heating fuel shall be stored at the Property at any time when the Campsite is not being used by Licensee.

v. Personal Property: Personal property and items may not be stored on the Property other than those relating to the purpose of the License granted hereby.

vi. Liability; Risk of Loss: Licensee accepts all risk of loss of any kind or nature to any Structure or Campsite, and any personal property or the property of others at the Property or arising out of this addendum. No Owner Party shall have any liability for damage to any Structure, or personal property even if such damage is caused by an Owner Party, or their respective contractors, agents or assigns. Licensee may obtain separate insurance coverage for its personal property.

vii. Reservation of Rights: Each Owner Party reserves the right to use all of the Timberland Property to support its timberland and/or agricultural operations, notwithstanding the presence of any Campsite.

WHEREAS, Lessee has entered 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 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

maybe and /or become hazardous or dangerous either concerning 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 agree to indemnify and save harmless Lessor and Lessor Related Parties, their respective successors and assigns from and against 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 attorney's fees, expert witness fees, and all other costs. This paragraph shall survive the termination of this Agreement.

Lessor: Manulife Investment Management Forest Management, Inc.

Lessee: Dip-N-Vat Hunting Club. Inc.

BY SIGNING THIS DOCUMENT, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND IT AND ALL OF ITS PROVISON, AND I AM SIGNING IT VOLUNTARILY.