

This Land Use Permit Lease (the "Lease") contract is made by and between:

MARTIN TIMBERLANDS L.L.C. (hereinafter referred to as "LESSOR") a Louisiana Limited Liability Company domiciled in Rapides Parish, Louisiana, with its principal place of business located at 2189 Memorial Drive, Alexandria, Rapides Parish, Louisiana, with mailing address of P.O. Box 1110, Alexandria, Louisiana 71309-1110, represented herein by its duly authorized officer,

And

XXXXXXXXXXXX HUNTING CLUB whose physical address is **XXXXXXXXXXXX** in **XXXXXX** Parish, Louisiana and whose mailing address is **SAME**, (hereinafter referred to as "LESSEE")

WHEREAS, LESSOR owns or controls property used for purposes of growing and harvesting timber; that the conditions herewith are established to recognize that access, heavy equipment and growth are normal functions of such purposes; and that this Lease is to be operated and maintained in a manner to avoid or minimize hazard or interference therewith; and,

WHEREAS, LESSEE desires to lease property from LESSOR for the purpose of recreational hunting for the sole benefit of LESSEE, who accepts the premises in its present condition, and hereby releases LESSOR from, for and against any liability, injury, death, loss or damage caused by or resulting from conditions of the premises including but not limited to flood, wind, fire or other natural causes or LESSOR'S normal activities of timber and land management; and,

WHEREAS, LESSOR AND LESSEE agree this Lease shall not give rise to a partnership or joint venture relationship between them, neither party shall have the authority to bind the other and at the termination of this Lease, LESSEE shall deliver and surrender peaceable possession of the Leased premises to the LESSOR in like condition received, subject to normal wear and tear and any damage as a result of acts of God.

WHEREFOR, LESSOR and LESSEE agree as follows:

1. PROPERTY DESCRIPTION

LESSOR hereby rents and Leases to LESSEE **XX** acres in **XX** Parish, Louisiana, and LESSEE here present accepts for itself said premises subject to the following terms and conditions:

PROPERTY DESCRIPTION: **XXXXXX**

REFER TO THE ATTACHED MAP.

2. TERM/ PAYMENT/CANCELLATION

The term of this Lease shall be three (3) years from **JULY 1, 2016** to **JULY 1, 2019**. LESSEE shall pay rent annually on July 1st each year to LESSOR as follows: AND 00/100-----(\$.00) -----DOLLARS, said payment being in the form of a personal check, cashier's check or money order, or credit card which is subject to a 2.5% service charge. LESSOR acknowledges receipt of the sum of \$.00 which represents the Lease payment for the first year of this Lease.

This Lease as well as all appendices, addendum(s) and attachments will remain in force and effect at each anniversary upon receipt of the annual rent payment for that year.

LESSOR has the authority to change any item in this Lease with an Addendum(s) during the term of this Lease. All changes will be considered accepted when sent to LESSEE as provided in Section 17 below.

LESSOR may cancel this Lease, for cause, if LESSEE violates any provision hereof, and such violation continues for a period of ten (10) days after notice is given by LESSOR specifying the breach. In such event LESSOR shall retain the rentals paid in advance.

LESSOR and LESSEE shall each have the right to immediately cancel this Lease, with or without cause. No refund of rent shall be due upon cancellation or termination.

3. PREMISES & IMPROVEMENTS

LESSEE shall place no improvements on premises, other than the improvements specifically allowed herein; nor fence property for any purposes, nor use more land than is described in this Lease without the written consent of LESSOR. There shall be no planting and/or other crops which will interfere with tree growth. There shall be no planting of food plots or other crops on any road used for the transportation of timber. LESSOR allows planting of native, non-invasive food plots or other crops in existing openings such as fire lines, logging sets, and pipeline and power line rights-of-way so long as the LESSEE abides by the Louisiana Underground Utilities and Facilities Damage Prevention Law. LESSEE shall be prohibited from planting invasive, non-native species on LESSOR's property. There shall be no clearing of trees to make food plot openings. There shall be no fox pen fencing including electric fencing. The improvements which LESSEE may place on the premises are:

Entrances located on LESSOR'S property not otherwise gated may be "gated" by LESSEE using cables, chains, or metal apparatuses of any design providing that handling of the apparatus can be done easily by a single person. For any gating installation, the width shall be a minimum of 16 feet, **and the location shall be set back 75 feet from any roadway intersections** to allow loaded trucks to turn without damage to LESSEE'S construction. LESSEE may not use barbed wire as a gating apparatus under any circumstances. If cables or chains are used as a gating apparatus, said cables or chains shall be clearly marked with metal reflectors so they are visible at all times. Gates, cables, or chains may not be attached or affixed to trees on LESSOR's property; the use of metal or wooden posts is required. Entrances and gates are to be posted boldly. **Any proposed gate(s) must be approved by LESSOR prior to installation.**

LESSEE may be allowed to establish one camp per Lease at a location subject to approval by LESSOR at no additional charge. Not all Leased premises lease establishment of a campsite and no warranty is made by LESSOR in that respect. Should utilities

be desired by LESSEE, their establishment, location and routing must be approved by LESSOR. In addition, LESSOR will only allow portable/movable camps (i.e. camper, travel trailer, etc.) that have a self-contained sewer system. No permanent structures will be allowed. No in ground sewer systems will be allowed. LESSEE shall be prohibited from discharging wastewater into streams, lakes, rivers, and ponds or on and across any lands owned by LESSOR. Campsites shall occupy the minimum area practical and in no circumstances exceed one-quarter acre. Additional campsites shall be paid for on a yearly basis as a separate campsite.

LESSEE will be allowed to place deer stand or blinds within the Leased area only and in accordance with the stipulations contained herein. It is the strict intent of LESSOR and this Lease that all hunting or recreational activities of LESSEE, their invitees, assigns or guest will be conducted within the boundaries of LESSOR'S property as herein described. No placement of deer stands or blinds shall be made that unduly interferes with the rights or enjoyment of adjacent land owners or hunting lessees. If it comes to LESSOR's attention that deer stands or blinds have been so placed, notice to either relocate or remove them, as appropriate, will be given by LESSOR. **If those deer stands or blinds are not relocated or removed by LESSEE within ten (10) days from the notice, LESSEE shall reimburse LESSOR for full cost of removal and the Lease may be subject to termination.**

Improvements placed upon the land by LESSEE may be removed by LESSEE, except such as may be made or affixed to an existing building on the premises. **With respect to all improvements made by LESSEE, LESSEE agrees to remove such improvements within thirty (30) days of cancellation or termination of Lease. If improvements are not removed by LESSEE, LESSEE shall reimburse LESSOR for full cost of removal of said improvements. Improvements shall include camps, campers, structures, deer stands, fences, septic systems, trash, etc.**

4. TERMS & CONDITIONS

- LESSEE shall prevent, as well as refrain from doing, any unlawful act incident to the use of premises.
- LESSEE shall comply with all applicable federal, state and local laws, ordinances and regulations; and explicitly notify the local game warden of the intent and existence of this Lease and have said lands available for his inspection at any time. Safety in all activities must be the highest of priorities.
- LESSEE verifies that it is not a "motorized off-road vehicle activity sponsor", a "motorized off-road vehicle professional", and the premises will not be used as a "motorized off-road vehicle facility" or engaged in those activities defined in and governed by LA Rev Stat 9:2795.4.
- LESSEE shall prevent and refrain from damaging the existing access by improper use. IF LESSOR determines that LESSEE has caused damage to the roads and fire lanes, LESSEE will be required to promptly repair the access to the satisfaction of LESSOR, and failing to do so after notice, LESSOR has the option to repair the access and LESSEE will be responsible for the immediate reimbursement of LESSOR'S cost or LESSOR can cancel the lease.
- LESSEE shall neither create nor permit any nuisances on premises, including the depositing of junk, trash or garbage on the premises.
- At no time permit the discharge of any weapon on the premises other than at targets, game or varmints during open season thereon, and shall not utilize trees on the premises for target practice of any sort. LESSEE shall exercise extreme caution when target practicing and shall not under any circumstances target practice down any roads, trails, or other rights-of-way in which other people may be traveling.
- LESSEE shall not cut, remove or permit to be cut or removed any standing, live, or other timber on or from said premises, or on or from any other lands belonging to LESSOR. However, dead or downed trees of any species are permissible for use as firewood by LESSEE, but not as a commercial product. Also, use of top wood remaining from logging operations is permissible.
- LESSEE shall, with reasonable diligence, protect the premises from trespassers and from damage by fire, and shall, as soon as reasonably practical, notify LESSOR of fires and acts of trespass on the Leased premises, as well as on lands owned by LESSOR in the vicinity thereof, or as to fires on lands in close proximity which create the possibility of fire on LESSOR'S said lands.
- LESSEE shall not place steel nails and spikes in standing trees. However, soft aluminum nails may be used for attachment of signs to trash hardwoods. Also, nails of any type shall not be used to secure deer stands to trees. Should infractions occur and LESSOR incurs costs for corrective measures, such costs shall be added to the Lease for payment upon renewal if not paid in response to receipt of a damage billing. All deer stands placed on the Lease premises shall have the occupant's name and telephone number and each stand shall be located no closer than 20 feet from the back slope of any graded road ditch.
- LESSEE shall not install/construct and/or maintain boundary fences.
- Upon request of Lessor, LESSEE shall furnish to LESSOR a map of the Leased premises identifying the location of all permanent deer stands and food plots.
- LESSEE'S club shall be organized and operated in a manner which will maintain good relations with adjoining land-owners and the local community.
- LESSEE shall avoid altercations with LESSOR'S personnel. Thus, there shall not be any threats, verbal or physical abuse, detention, or damage or defacement of LESSOR'S property while LESSOR'S employees are performing normal forestry practices such as logging, control burning, chemical application, marking, fire suppression, road building, etc. Cancellation shall be immediate.
- LESSEE shall not dig for or collect artifacts on LESSOR'S property.

5. ACCESS & ACCESS CONTROL

LESSEE will have access and/or entry to the premises through LESSOR'S right of ingress and egress, if any, where the premises are not accessed directly by public roads.

LESSEE will be permitted access through any gates installed by LESSOR. LESSEE must provide its own lock. Should LESSEE damage LESSOR'S lock on any gate, the cost of a replacement lock shall be paid by LESSEE at the rate of \$50.00 per lock.

Entry to LESSOR'S property is permitted for all persons, activities and purposes allowed and sanctioned by LESSOR.

LESSEE is prohibited from limiting normal access to the premises, or limiting the traditional access to the lands of others, or engaging in acts of harassment to prevent access to lands of others, including but not limited to, intentionally felling trees, digging trenches or using destructive devices such as nail-boards, scattered roofing nails or broken bottles.

6. MULTIPLE USE OF PREMISES/INTERRUPTION OF LEASE ACTIVITIES

This Lease is made and accepted subject to any and all valid subsequent and existing rights-of-way, easements, servitudes, surface Leases, mineral Leases, etc., if any, in favor of other parties, which are of record or otherwise entered into by LESSOR. LESSEE understands and accepts that no conveyance is made of any interest whatsoever in or to the land subject to this Lease. This Lease shall be applicable only upon LESSOR’S undivided interest in the subject property if said interest is found to be less than 100%.

Use of the premises is reserved by LESSOR for access under, over and across the premises for any purpose desired by it at all times, including but not limited to all forestry activities by LESSOR or its agents, and logging at any time at any place by contractors as agents of LESSOR. This is true even if the intended use is interrupted. LESSEE understands that LESSOR’S proprietary interest in the land is primary and LESSEE’S use of the land is secondary. The rights of the LESSEE to use the land shall be inferior to the rights of the LESSOR for any purpose that LESSOR deems proper. LESSOR has the right to interrupt and suspend any activities subject to this Lease without either written or advance notice being required. LESSOR will endeavor to make the suspension brief depending on the cause or circumstances for the interruption and suspension.

7. INSURANCE

LESSEE, from the commencement and during the term of this Lease, shall secure and keep in force the following insurance coverage:

a) *General Liability* Contractor shall provide comprehensive general liability insurance as follows:

- 1) Bodily Injury: \$1,000,000 each occurrence
 \$1,000,000 each aggregate
- 2) Property Damage: \$1,000,000 each occurrence
 \$1,000,000 each aggregate

If combined coverage, single limit \$1,000,000.

LESSOR shall be named as an additional insured on each policy required here under, and all coverage shall be maintained with an insurance company satisfactory to LESSOR. LESSEE shall provide a copy of the required policy to LESSOR to be attached as Appendix B. Any and all policies referred to and/or required by this contract shall contain provision and/or endorsements stating that any and all contractually assumed liability by LESSEE is covered to the fullest limits of the insurance requirements contained in this contract and will satisfy LESSEE’S obligations of indemnity, legal defense, and insurance agreements to LESSOR.

All such policies shall contain a provision that said insurance shall not be canceled, nor the coverage modified, nor the limits changed without first giving thirty (30) days written notice to LESSOR. Any cancellation of the policy shall be delivered via certified mail to the registered agent of the LESSOR. Such policy or policies of insurance shall be written in a form reasonably satisfactory to LESSOR and by an insurance company satisfactory to LESSOR. LESSEE shall not enter upon the premises Leased hereunder until all evidence of such insurance has been delivered to and approved by LESSOR.

Failure to provide or maintain in force the required insurance will prevent the initial effectiveness of or cancel this Lease, and LESSOR may consider the premises to be open or Lease to others. LESSOR will not search out insurance for delinquent LESSEES. Even if Lease rental is paid, the Lease shall not be effective until insurance certification is provided. LESSEE will receive just one notice of cancellation and be allowed ten (10) business days to provide certification.

8. MEMBERSHIP LIST

LESSEE shall maintain and submit annually, during the term of this Lease, a current written list of all club members utilizing the Leased premises for hunting purposes to be attached as Appendix A. Records shall also be kept by LESSEE of the names and addresses of any guest or guests accompanying members. Upon request by LESSOR, LESSEE shall promptly provide the written list of guests or a copy thereof for any given day so requested. LESSOR reserves the right to determine, in its sole discretion, whether the hunting club membership exceeds a number that is appropriate and reasonable for the size and location of the premises and the associated activities. LESSOR may, in its discretion, require LESSEE to reduce its membership or forfeit the Lease.

9. SUSPENSION FOR CAUSE

Suspension by LESSOR without either written or advance notice of any and all hunting activities by LESSEE on any part or all of the Leased premises may occur at any time when, in the sole judgment of the LESSOR, LESSEE’S hunting activities pose a hazard to LESSOR’S employees situated in or near the Leased premises, or LESSEE leases acts which hinder operations of LESSOR or its grantees.

If LESSEE otherwise leases activities which are objectionable, offensive or cause embarrassment to LESSOR or are detrimental to LESSOR’S interests, LESSOR may suspend hunting activities immediately upon Notice by LESSOR to LESSEE as provided in Section 18 that such unacceptable conditions exist. Hunting activities by LESSEE on the premises will remain suspended until LESSOR notifies LESSEE that a resumption of hunting will be permitted.

If the issues resulting in suspension are not resolved or remediated to LESSOR’S satisfaction, it will be considered a default or breach and will result in termination of the LEASE.

10. COMPENSATION FOR DAMAGES

LESSEE shall not receive compensation for damages to improvements of LESSEE which are unintentionally damaged by LESSOR. However, LESSOR and its agents will not intentionally damage property of LESSEE, and will take precaution to avoid damage.

11. ASSUMPTION OF RISK

LESSEE understands and acknowledges that the leased premises is in its natural wooded, wild and undeveloped state which may have obstacles and hazards that could be hidden or covered by debris, including but not limited to, things such as tree limbs, leaves, rocks, tree wells, tree stumps, flowing and standing water, ravines, rocky terrain, forest deadfall, holes, depressions and

potentially harmful plants such as poison ivy may be present, even if leaves are absent. Wild animals and insects may sting or bite. LESSOR does not maintain the premises in other than its natural state or for any purpose other than conducting timber and logging operations. With full knowledge of this natural condition, LESSEE assumes and accepts all liability associated with his presence and activities on the premises. It is understood that without this assumption by LESSEE of this risk, LESSOR would not allow the leasing of the premises.

12. LIMITATION OF LIABILITY

LESSOR under LA Rev Stat 9:2791 owes no duty of care to keep such premises safe for entry or use by others for hunting, fishing, camping, hiking, sightseeing, or boating or to give warning of any hazardous conditions, use of, structure, or activities on such premises to persons entering for such purposes, whether the hazardous condition or instrumentality causing the harm is one normally encountered in the true outdoors or one created by the placement of structures or conduct of commercial activities on the premises. If an owner, lessee, or occupant gives permission to another to enter the premises for such recreational purposes, he does not thereby extend any assurance that the premises are safe for such purposes or constitute the person to whom permission is granted one to whom a duty of care is owed, or assume responsibility for or incur liability for any injury to persons or property caused by any act of person to whom permission is granted.

13. INDEMNIFICATION

To the fullest extent permitted by law, LESSEE agrees that it will indemnify, legally defend and hold LESSOR, its officers, agents, employees, contractors, successors, subsidiaries and assigns, harmless from and against any and all liability of any kind whatsoever, including but not limited to, claims for personal injury, wrongful death, property damage, interest, court costs, expert fees, and attorney's fees which may in any way arise out of or result from LESSEE'S use, operations, activities, work or enjoyment of the rights and privileges granted under this agreement, or resulting from the breach by LESSEE or its agents, subsidiaries, employees or invitees of any covenant or condition of this contract. LESSEE hereby acknowledges its familiarity with the LESSOR premises, which may be involved in LESSEE'S operations, activities, work or enjoyment of the rights and privileges granted under this agreement, and it has inspected same and acknowledges that LESSEE, its agents, subsidiaries, employees, or invitees are aware that the premises is raw natural land and/or an improved premises and that they are aware of inherent defects, flaws or dangers associated with traversing said premises. LESSEE further agrees that its indemnification, defense, and hold harmless of LESSOR, includes these risks and specifically, any claim, demand, suit, judgment, loss, settlement, and/or expense including attorney's fees, including court costs and/or cost of defense, for the aforementioned types of risks or damages whether or not they result from the shared negligence or fault of LESSOR and LESSEE, or the sole negligence or fault of LESSOR, even as to risks created by the condition of the premises, whether raw natural land or improved premises, even as to what is commonly referred to as "premises liability" and/or other form of LESSOR'S independent negligence, fault or liability. LESSEE hereby affirms that this clause of the contract has been discussed with its attorney and it agrees that without the clear meaning of this clause having been included and enforced, LESSOR would not have entered into this contract.

14. BEAVER CONTROL

LESSEE shall assist LESSOR in the control of beavers on the leased premises by means including, but not limited to, trapping of beavers and the removal of beaver dams. This activity shall be conducted in accordance with the current policies and procedures of LESSOR in such control

15. QDM PROGRAM PARTICIPATION

LESSEE shall practice Quality Deer Management (QDM) at all times.

Minimum deer management prescriptions shall be: the protection of ALL spikes coupled with an adequate antlerless deer harvest. LESSEES are encouraged to protect ALL yearling bucks, not just the spikes.

Failure to adhere to the QDM Program guidelines as established will result in the cancellation of the Lease and/or reimbursement to LESSOR of the net difference between current rates and those of non-participating Leases in comparable regions.

Deer hunting with dogs is strictly prohibited.

16. ASSIGNMENT AND COMMERCIAL USAGE

This Lease shall not be assigned or sublet in whole or in part under any circumstances. LESSEE understands and agrees that LESSEE shall not perform commercial hunting or guiding services on the premises; nor shall LESSEE enter into any commercial venture of any kind as to the Leased premises by permitting its use by third parties for hire.

17. NOTICE AND ELECTRONIC SIGNATURES

The Parties acknowledge and agree that the use of electronic records, transactions and signatures as defined in the Louisiana Electronic Transactions Act, LSA-R.S. 9:2601 et seq., are permitted by this Lease. An "electronic signature" means an electronic sound, symbol, or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record. An electronic signature must be capable of being verified/validated in Microsoft Word.

Any notice required or permitted to be given under this Lease, unless otherwise indicated, shall be in writing and deemed sufficiently given if it is delivered electronically to the individual below or sent by prepaid mail, registered or certified, return receipt requested, by a nationally recognized overnight courier, or facsimile to the attention of the individual and office noted below.

LESSOR: **MARTIN TIMBERLANDS L.L.C.**
P. O. BOX 1110
ALEXANDRIA, LA 71309-1110
ATTENTION : HUNTING LEASE DEPT
PHONE : 1-800-299-5175 FAX : 318-483-3889

LESSEE: X
 C/O X
 X
 X
 PHONE:
 E-MAIL:

18. ADDITIONAL ASSISTANCE

Consultation with LESSOR'S personnel will be by appointment only. In an effort to serve you better we ask that you call ahead and make an appointment with personnel before coming into the office.

19. GOVERNANCE

This agreement shall be governed by and construed in accordance with the Laws of the State of Louisiana. Venue for any actions shall be appropriate in the City of Alexandria, Rapides Parish or the 9th Judicial District Court, Parish of Rapides, State of Louisiana. LESSOR shall be entitled to recover all costs and expenses incurred by it in connection with the enforcement of the terms and provisions of this Lease including, but not limited to, all attorney's fees, court costs, survey costs, expenses incurred for remedial action, and all other costs and expenses of whatsoever kind and nature.

20. SURVIVAL OF OBLIGATIONS

LESSEE'S obligations under this Lease shall survive the expiration or early termination of this Lease.

XXXXXX HUNTING CLUB

XXXX LAND USE PERMIT LEASE

XXXXPARISH, LOUISIANA

XXCRES

RENTAL PAYMENT SCHEDULE

GENERAL LEASE RATES:

YEAR	RATE
2016	\$8.25/ACRE
2017	\$8.50/ACRE
2018	\$8.75/ACRE

[Signatures on the following page.]

THUS DONE, READ, AND SIGNED in Alexandria, Louisiana, on this 19th day of August, 2016.

MARTIN TIMBERLANDS L.L.C.

By: *Cade Young*

Printed Name: CADE YOUNG

Title: Manager

THUS DONE, READ, AND SIGNED in _____, Louisiana, by the duly authorized representative of XXXXX Hunting Club in the presence of the undersigned Notary and competent witnesses on this _____ day of _____, 20____.

WITNESSES:

XXXXXX HUNTING CLUB

By: _____

Printed Name: _____

Printed Name: _____

Home Phone: _____

Business Phone: _____

Printed Name: _____

Notary Public

Printed Name of Notary

Notary No. _____

Parish of _____, State of _____

Commission expires: _____

APPENDIX A MEMBERSHIP LIST

APPENDIX B INSURANCE CERTIFICATES