



Property:
Tract:
County:
State:
Acres:
RLU #:

HUNTING LICENSE AGREEMENT

This Hunting License Agreement (this "Agreement") is made and entered into as of the Effective Date, as set forth below, by and between the Licensor and the Licensee set forth below.

ARTICLE 1 BASIC LEASE TERMS

Capitalized terms not otherwise defined in this Agreement shall have the following meanings:

1.1 Effective Date:

1.2 Licensor:

1.3 Licensor's Agent: Orbis, Inc
8809 Lenox Pointe Drive, Suite B
Charlotte, NC 28273
Email: aurorarecreation@orbishuntlease.com
Phone: (980) 430-6151

* For Inquiries and other notices regarding payment, the website, license administration, and similar matters.

1.4 Licensor's Consultant:

* For notices regarding of critical nature regarding the condition of the property, fires and related hazards, accidents and injuries, violations, and related matters.

1.5 Licensee:

Licensee is comprised of and organized by individuals listed in the membership directory designated in *Exhibit B*.

1.6 Property: the property depicted on the map attached hereto as *Exhibit A*.

1.7 License Fee: XX per year, payable to Licensor on or before XXX

1.8 Term: this Agreement shall commence on the Effective Date and expire on the twelve (12) month anniversary of the Effective Date, as further provided in Section 7.1, and subject to any early termination, as further provided herein.

ARTICLE 2 GRANT AND RESERVATION OF RIGHTS

2.1 Grant. Licensor hereby grants Licensee the right to hunt, fish, and trap all state-recognized

game species on the Property unless otherwise specifically excluded under the terms set forth on *Exhibit D* attached hereto and, in each case, subject to applicable laws and regulations with respect thereto. The rights that Licensor grants to Licensee hereunder shall constitute a mere license and shall not be construed as a sale, transfer, lease, profit, or other disposition of any interest in the Property. Licensee's exercise of any rights hereunder is permissive only and in no sense adverse to the title, ownership and possession of Licensor. The rights herein granted are restricted solely to hunting, fishing, and trapping in each case, subject to applicable laws and regulations with respect thereto (the "Limited Purpose"), and the Property and the rights granted in this Agreement shall not be utilized for commercial purposes.

2.2 Reservations. Licensor reserves the right to enter and to otherwise use the Property at any time for any purpose, including, but not limited, to inventorying and harvesting trees, timber, pulpwood and other natural resources; carbon inventories; site tours; planting and caring for trees; site preparation and weed tree control; intermediate timber stand improvement; pest control; development and removal of infrastructure, oil, gas, mineral, gravel, renewables, carbon sequestration and storage, solar, wind and other resources; cutting fire lanes; road, stream, water body and trail maintenance; wildlife and ecological research; apiary and bird watching activities; bee keeping; protection of wildlife, historical and cultural resources; FSC certification activities; other silvicultural and fire prevention practices and any other commercial or non-commercial activities. In furtherance of the foregoing and notwithstanding anything to the contrary herein, Licensor and its and its affiliates' employees, personnel, lessees, licensees, agents, contractors, contract counterparties and other invitees, reserve and shall have the unrestricted right of ingress to and egress from the Property during the Term at any time and for any reason it may deem necessary or desirable, without violation of any of the rights granted herein. Licensor and guests designated by Licensor shall have the same privileges and rights to hunt, fish and trap on the Property as granted herein to the Licensee. Licensor reserves the absolute right to convey, sell or otherwise dispose of the Property, or any portion thereof or rights or interests therein, at any time during the term of this Agreement without the consent of Licensee or prior notice to Licensee, whereupon the rights granted Licensee hereunder shall be governed by the terms of Article 8 hereof. This Agreement does not confer upon Licensee the right to conduct any other activities on the Property, including but not limited to, commercial recreational developments or facilities, commercial camping activities, commercial fishing rights, non-hunting and fishing related vehicular activities, grazing rights, agricultural rights, or any rights to timber, carbon, or minerals in or under said lands. Licensor grants to Licensee only such rights to the Property as Licensor may have, and it is specifically agreed and understood that this Agreement is without any warranty or representation whatsoever on the part of Licensor or any of its affiliates, as to the title or suitability to the purpose for which the same is granted, or otherwise. Notwithstanding anything in this Agreement to the contrary, Licensor shall have the right to inform and enlist the help of law enforcement with respect to any trespassing or other illegal activity on or around the Property. Selling daily or short term leases or hunts shall not be allowed.

ARTICLE 3 OPERATION UNDER THE LICENSE

LICENSEE shall be fully responsible for ensuring that its members, guests and any other persons on the Property under the authority of Licensee abide by the following requirements imposed on Licensee:

3.1 Compliance with Laws. In all its operations on the Property and the Limited Purpose, Licensee shall comply with all applicable federal, state and local laws and regulations and any other legal requirements now in effect or subsequently adopted during the term of this Agreement, including but not limited to those governing hunting, shooting, fishing, and the use of motorized vehicles. Licensee's compliance with all applicable federal, state, and local laws and regulations and related requirements is of the essence of this Agreement. Licensee will report all violations of laws and regulations as soon as practicable (and in any event no later than 48 hours after any such occurrence) and will assist law enforcement officers when possible. Upon notification of a guilty plea or conviction of any law or ordinance

by Licensee, Licensor may, at its sole discretion, charge the Licensee a violation assessment and shall be permitted to terminate this Agreement. The decision to charge a violation assessment lies solely with Licensor and shall in no way diminish the right of the Licensor to terminate this entire Agreement, with cause, pursuant to Article 8 or to exercise any other remedies for Licensee's default.

3.2 Communication with Licensor. For purposes of communication with Licensor and its agents, Licensee shall designate a Club Contact from within its members. The designated Club Contact shall provide Licensor and its Agent with their names, addresses, telephone number(s), and email addresses. The current designations and information are set forth on *Exhibit B* attached hereto, and Licensee will provide Licensor with any changes thereto during the Term of this Agreement. Any communications from Licensor to the Club Contact shall be deemed to be a communication to all of the members of Licensee. In addition to the reporting requirements set forth in Section 3.1, Licensee will report to Licensor's Consultant all impermissible and/or illegal activities identified or observed on the Property by Licensee (and in any event no later than 48 hours after any such occurrence), including but not limited to dumping of trash, cutting of trees, trespass, property damage, game law violations and any other violations of applicable federal, state or local laws or regulations.

3.3 Waivers. Licensee covenants that each of its member are listed in *Exhibit B* and that each member shall sign a copy of the waiver in the form attached hereto as *Exhibit C*. Licensee shall maintain at least one copy of each signed waiver during the Term. Notwithstanding the execution of such waiver, Licensee expressly acknowledges and that it is joint and severally liable for the acts and omissions of its members and their guests, and that Licensor shall not be precluded in any way from any action to enforce the provisions of this Agreement with respect to Licensee due to the fact that such member or guest has signed such waiver.

3.4 Guests. Licensee may invite guests onto the Property solely in connection with the Limited Purpose, provided that (a) guests are accompanied by a member designated in *Exhibit B* attached hereto, (b) each guest carries a hunting permit issued by Licensee pursuant to Section 3.4 below, (c) the guests are subject to the same liability and indemnification provisions as Licensee and the members (see Article 5 below), and (d) prior to entering the Property, each guest sign a waiver in the form attached hereto as *Exhibit C*. It is the responsibility of the Licensee to ensure all members and guests are aware of all rules, regulations, and requirements contained in this Agreement.

3.5 Guest Permits. Each hunting guest of Licensee shall carry a GUEST HUNTING PERMIT as provided in *Exhibit C* issued by the Licensee for the specific date(s) that the guest has the right to hunt or fish on the Property. Licensee's designated Club Contact must maintain one copy of each waiver and permit issued to a guest, and the Club Contact shall provide a second copy of the waiver and permit to Licensor upon request.

3.6 Wildlife Management. 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 Licensor (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 Licensor prior to developing or engaging in any formal wildlife and/or fisheries management program not specifically directed by Licensor, and any such program is subject to Licensor's consent, which may be withheld in Licensor's sole discretion. Licensee shall report to Licensor any problem, either potential or immediately evident, which directly or indirectly affects the health and well-being of the wildlife and/or fisheries resources on the Property.

3.7 Fire Prevention and Control. Licensee shall ensure that no fires shall be set upon the Property except at specific locations established with the prior consent of Licensor, which consent may be withheld in Licensor's sole discretion. If federal, state or local laws or regulations restrict fires on the Property, Licensee shall comply with such requirements. All camp fires shall be contained and shall be attended to at all times with due care. All locations shall have a shovel, rake, and no less than a five gallon pail of water available at all times. Licensee shall not set fires in any unauthorized location on the Property. Furthermore, if Licensee discovers or learns of any fire on the Property or in the vicinity thereof, Licensee shall immediately notify the local fire department, the governing State Forestry Commission or Department, and Licensor's Consultant. Licensor retains the right to close the Property to use by Licensee when fire hazard conditions exist. Licensor shall have sole discretion to determine when fire hazard conditions are deemed to exist.

3.8 Interference with Licensor Activities. Licensee recognizes the primary right of Licensor to the Property. Licensee shall not interfere with any of the rights of Licensor reserved under Article 2 hereof or with the rights of any other person, firm or corporation holding any interest in the Property under Licensor.

3.9 Use of Hunting Blinds and Stands. In connection with the Limited Purpose, Licensee may use portable tree stands in accordance with all federal, state, and local laws governing the hunting of game from said structures and at Licensee's sole cost and risk. Licensee shall not engage in or permit any activity that would destroy or injure the Property including any timber, pulpwood or other tree growth thereon. Prohibited activities include, but are not limited to, placing nails, spikes, screws, screw in type tree steps or other metal objects in any tree on the Property. Licensor reserves the right to require Licensee to remove any and all nails, spikes, screws, or other metal objects from any tree on the Property and to compensate Licensor for said damage at a rate determined by Licensor.

3.10 Litter and Waste. Licensee shall not permit any litter on the Property and shall procure, erect, utilize, and maintain trash container(s) in a central location, at Licensee's sole cost. Prohibited items include, but are not limited to, petroleum product containers, beverage and food containers, appliances and furniture, and household garbage. Licensee shall undertake all reasonable efforts to prevent and remove litter and waste from the Property. Excessive litter and waste found on and about the Property, whether proven to be a direct result of Licensee activity or not, may constitute grounds for termination of this Agreement as deemed necessary solely by Licensor.

3.11 Cultivation and Construction. Licensee shall not cultivate any food patches, or build or construct any road, building, free standing hunting blind, gate, lake, pond, or other structure of any type without the prior written approval of Licensor, which may be withheld in Licensor's sole discretion.

3.12 Use of Vehicles. Licensee may not operate uninsured or unlicensed automobiles on the Property. Licensee's operation of any vehicle, including but not limited to all-terrain vehicles (ATV's) and motorcycles, on the Property is subject to all state laws and Property rules regarding the operations of such vehicles. Motorized vehicles may be used by Licensee on the Property only in connection with the Limited Purpose (which may include hunting area inspection & scouting, food plot maintenance, boundary marking, and stand placement, but may not include deviating from the routes used for such purposes). Use of motorized vehicles for general recreational purposes ("poker runs," rallies, organized UTV/ATV rides, scenic viewing, etc.) or any purpose unrelated to hunting is prohibited. Motorized vehicles shall be used only where expressly permitted by Licensor. It is incumbent upon Licensee to request information regarding

any such restrictions governing the movement and travel through Property and to only travel upon such trails, roads or paths as are necessary for hunting and other permitted activities. Licensor does not guarantee, warrant, or imply that any portion of the Property, including but not limited to existing roads or trails, are safe, suitable or shall ever be maintained for any form of vehicular use, and thus all vehicular travel is at Licensee's own risk. Vehicles must be parked no further than five feet from roadways and shall not be in a position to block or limit travel along the main roadway. The speed limit for all vehicles is 15 mph. Abandoned vehicles are not allowed to be left of the Property. Licensor reserves the right to remove any abandoned vehicles and charge Licensee for the full cost of removal.

3.13 Cutting/Damage. Licensee shall not cut or otherwise damage any timber, pulpwood or trees of any kind on the Property for any reason whatsoever, including to create a shooting lane or food plot, without the prior written consent of Licensor, which may be withheld in Licensor's sole discretion.

3.14 Food Plots. Licensee shall not introduce any plants or any flora for food plots or any other purpose without prior written consent of Licensor, which may be withheld in Licensor's sole discretion. Licensee agrees that food plots meet FSC standards including but not limited to – no GMOs, no exotic species, and no herbicides. Seed mixes should include native species and all food plot locations will be shared in advance with the Licensor.

3.15 Posting. Licensee must post the Property in accordance with the laws of the applicable state and parish or county, but only insofar as said laws allow posting by the use of signs or no trespassing paint. In the event there are no such legal requirements, Licensee may erect posted signs along each side of public access roads crossing the Property. Licensee is permitted to post property lines and/or interior lines that signify the acreage covered in this Agreement, subject to applicable laws and regulations. The placement of posted signs along such boundaries is limited to wood posts and non-merchantable hardwood trees that are no more than 10 feet inside the Property. Signs placed beyond the 10-foot limit shall be removed and residual damage to timber shall be charged to and paid for by the Licensee. Said signs may prohibit hunting by persons not authorized to do so under the terms of this Agreement. Posted signs must be secured with aluminum nails. Licensee shall under no circumstances paint or place signage over any blue or white or other existing painted lines. Licensee shall bear all costs of posting whether by signs or no trespassing paint as indicated by above laws. Signs shall be removed from the Property by the Licensee upon the termination or cancellation of this this Agreement. The Licensee shall not post any land that does not belong to Licensor.

3.16 Boundaries. Licensee shall exercise its best efforts to ensure that its members and guests have strict knowledge of, and adhere to the boundaries of the Property where adjoining lands of other owners are not a part of the area in which Licensee has the right to hunt. Licensee acknowledges that neither Licensor nor its agents bear responsibility for Licensee's trespass or other illegal activities on adjoining ownerships. Licensee is expressly prohibited from constructing any exterior or interior fences whatsoever on the Property. IT IS SPECIFICALLY UNDERSTOOD AND AGREED THAT LICENSOR SHALL HAVE NO OBLIGATION TO PREVENT TRESPASSING, INCLUDING POACHING, ON THE PROPERTY, AND ANYONE ENTERING THE PROPERTY WITHOUT PERMISSION FROM LICENSOR OR THE LICENSEE WILL BE CONSIDERED TRESPASSING. LICENSOR ASSUMES NO RESPONSIBILITY FOR THE ACTS OF ANY THIRD PARTIES ON OR AROUND THE PROPERTY.

3.17 Hunting Near Woodland Operations or Residences. Licensee shall not hunt or trap within 500 feet, or the greater as may be required by federal, state or local laws or regulations, of any active timber or pulpwood harvesting operation, work party, active construction, operational facility, or of any private residence, or active agricultural facility. Licensee shall do no hunting or shooting within or into active livestock enclosures. It is Licensee's responsibility to ensure all members and guests are aware of safety zones, proximity of public and private access roads, property entrances, etc.

3.18 Roads. Use of all roads shall be restricted to suitable weather conditions only. Licensor or Licensor's Consultant may declare roads closed due to weather at their discretion. Licensee agrees to abide by and enforce road closure decision made by Licensor or Licensor's Consultant or relevant forestry personnel. It is incumbent on Licensee to avoid driving on roads when conditions are present which will damage Licensor roads and/or lead to permanent rutting on the roads. Licensee shall ensure that the entire width of all road surfaces remain unobstructed, included but not limited to from parked vehicles, trailers, hunting blinds, or stands. Where access to the Property is gained through a right-of-way across an adjoining landowner, Licensee is prohibited from parking on or hunting from such right-of-way. The cost of any repairs necessary to road systems as a result of Licensee's use shall be the responsibility of the Licensee. Any and all costs associated with such repairs shall be billed to and reimbursed by the Licensee within ten (10) days of receipt.

3.19 Removal & Clean Up of Property. Upon the expiration or termination of this Agreement by lapse of time, default, or otherwise, or at any time upon written request from Licensor, Licensee shall remove all personal property, constructed or placed by Licensee on the Property including but not limited to: camps, tree stands, hunting blinds, picnic tables, camp trailers, tents, tires, grills, targets or other debris, and shall level off the Property as near to its prior condition as is reasonably practicable. Should Licensee fail to comply with such written demand of Licensor within ten (10) days from the date of demand, title to all of such property and improvements shall at Licensor's sole election, automatically revert to Licensor. Licensor may thereafter, at Licensor's sole election, sell, remove, burn or otherwise demolish any such property and improvements, without any liability to Licensee or any accounting to Licensee as to the proceeds of any such sale. Any and all costs associated with such removal, burning or other demolition shall be billed to and reimbursed by the Licensee within ten (10) days of receipt. The obligations in this Section shall survive the expiration or termination of this Agreement.

3.20 Temporary Closure. Licensor may suspend Licensee's rights under this Agreement for short periods of time if Licensor determines that any condition(s) exist that warrant such action in its sole and absolute discretion.

3.21 Target Shooting. Target shooting is strictly limited to areas pre-approved by Licensor and may be restricted or prohibited at any time at the sole discretion of Licensor. All target shooting is limited to the hours of 1 hour after sunrise to 1 hour before sunset. Only legal hunting weapons for the state in which the Property is located may be used on the Property. Excessive or rapid fire shooting, as determined by Licensor, is prohibited. Licensee bears full responsibility for all safety and environmental liabilities associated with the use of target shooting areas as required by Licensor or any federal, state, or local regulatory agency including but not limited to: clean-up and/or mitigation measures regarding soil stabilization and lead abatement; installation and/or improvement of safety measures; and posting of safety zones. The use of humanoid targets is prohibited.

3.22 Introduced Species. The transport and/or release of livestock, game animals or other native, non-native, domestic or exotic species is strictly forbidden without prior written consent from the Licensor, which may be withheld in Licensor's sole discretion. The foregoing prohibition applies to both animal and plant species. Licensee shall make every effort to shoot feral hogs when encountered on the Property. Licensees shall notify Licensor immediately if/when feral hogs and/or any other form of non-native species are witnessed on the Property.

3.23 Disposal of Animal Parts. The burying, concentration, or dumping of any animal parts (gut piles, hides, carcasses, etc.) on the Property is strictly forbidden without written consent from Licensor, which may be withheld in Licensor's sole discretion. Field-dressed remains (gut piles) may be left on site at the point of harvest. However, unless otherwise restricted and/or dictated by state law or regulation, the carcass, hide and meat must be removed from the Property after harvest.

3.24 Restrictions on Access. Licensee may not erect gates, fences and other barriers on the Property without Licensor's written consent, which may be withheld in Licensor's sole discretion. If permitted, all gates and barriers situated on the Property shall have double lock mechanisms installed by Licensee at Licensee's expense. Keys and/or combinations to Licensee locks may be made available to members of Licensee hunting club only. Keys and/or combinations to every double lock must be made available to Licensor's Consultant. This Agreement prohibits the erection of cables, chains and wire gates. If Licensor has erected a gate on the Property, Licensee is required to lock the gate immediately after passing through. Licensee may not leave the gate unlocked or remove the lock under any circumstances.

3.25 Prohibitions on Chemical Application. Commercially produced and/or over the counter chemical herbicide and pesticide use on the Property is prohibited.

3.26 Additional Rules and Regulations. Licensor fully expects all Licensees to conduct themselves in a respectful manner when dealing with adjoining landowners and the general public. Licensee and its guests are expected to respect adjoining landowners and neighbor's rights to enjoy their property. Licensee understands that it and its guests are expected to allow neighbors and adjoining landowners to enjoy their property, safely and free from harassment. Rude, aggressive, threatening, or unsafe behavior will not be tolerated. Licensee shall show special consideration for the privacy and quiet enjoyment desired by Licensor's adjoining landowners. Licensee agrees to comply with Licensor's conditions required by Forest Steward Counsel (FSC) and when requested by Licensor, to receive training with regard to FSC requirements.

3.27 Encumbrances. The Agreement is made subject to any existing or future easements, servitudes, surface leases, mortgages and other types of occupancy agreements that may affect the Property and is also subject to any existing or future, gravel, mineral, carbon, renewables and other leases that may affect the Property. Licensor reserves the right to construct or to grant to others the right to construct roads, pipelines, power lines, ditches, canals, wells, infrastructure, facilities or any other improvements which Licensor deems advisable or necessary, and may execute all such instruments, including without limitation, rights of way and easements which it may deem necessary.

3.28 Other Conduct. Licensee agrees that it, and its guests, shall not conduct any activities in the vicinity of any of Licensor operations, including but not limited to Licensor's inventorying and harvesting trees or other natural resources, research facilities, carbon capture and storage facilities or other natural resources or renewable energy facilities (collectively, "**Licensor's Operations**"), in any way that could endanger the people or property involved in such operations. Further, Licensee may not disturb or otherwise disrupt Licensor's Operations.

3.29 Archeological Sites. Licensee shall ensure that no archaeological sites or objects of antiquity on the Property are disturbed, altered, damaged or vandalized by any means, including but not limited to digging, probing or deliberately plowing or cultivating such sites for the express purpose of exposing artifacts or archaeological sites or other objects of antiquity. Licensee will ensure that no state or federal laws pertaining to cultural resources and/or human burials on the Property are violated.

ARTICLE 4 NO WARRANTY

Licensor makes no warranty that it has good title to the above-granted rights and shall not be liable to Licensee for failure of its title or right to possession of any part of the Property. Licensor further makes no warranty of any type as to the condition of the Property or its suitability for the Limited Purpose. Licensee accepts the Property in its AS-IS/WHERE-IS condition and at its sole risk. Licensor shall not be liable to Licensee or its guests for the condition of the Property.

**ARTICLE 5
LIABILITY AND INDEMNIFICATION**

Licensee, its members, guests and others on the Property under authority of Licensee, shall conduct all their activities on the Property strictly at their own risk and solely in furtherance of the Limited Purpose. Licensee hereby agrees that the Limited Purpose involves activities that are inherently dangerous and assumes all liability for any and all injuries or damages to persons or property or arising in any way from the exercise of rights granted under this Agreement.

Licensor, Licensor's Agent, Licensor's Consultant and its and their directors, officers, personnel, employees, agents, representatives, contractors and vendors (the "Licensor Representatives," and each a "Licensor Representative") shall not be liable for any damage or destruction of property, or injury or death of persons, or any violation of law, which may arise in any manner as a result of Licensee's exercise of its rights and duties under this Agreement, regardless of the sole or contributory fault, negligence, or strict liability of Licensor and/or any Licensor Representatives including, but not limited to, the condition of any private roads, bridges, drainage structures, gas or other infrastructure installed or maintained at the Property. Licensee hereby covenants and agrees to indemnify, defend, and hold harmless Licensor and the Licensor Representatives from and against any and all fines, penalties, damages, forfeitures, judgments, claims, causes of action, suits, attorney's fees, costs or other expenses related to damage or destruction of property, injury or death of persons or violation of laws that may arise out of or in any way related to the activities of Licensee, or any other person on the Property under the authority of Licensee. If Licensee sustains a loss by reason of a claim, cause, loss or damage which is a type of risk covered by required insurance, Licensee agrees that it shall seek relief from its insurance provider and it shall have no right of recovery against Licensor or any Licensor Representative, and no third party shall have any right of recovery against Licensor or any Licensor Representative by way of subrogation or assignment. Licensee acknowledges that it does not, in executing this Agreement, rely on any representation as to coverage or amount of any insurance that may be secured by Licensor.

All minors permitted on the Property for the Limited Purpose shall be under the direct supervision of one of their parents (or guardian) and when children are present on the Property, the parents (or guardian) shall be fully responsible for their acts and safety.

The provisions of this Article 5 shall survive the expiration or termination of this Agreement.

**ARTICLE 6
LICENSE FEE**

6.1 Payment. Licensee shall pay an Annual License Fee as set forth in Section 1.7 above, to the address of Licensor's Agent as set forth in Section 1.3 above.

6.2 Late Fees. Payment for all amounts owed shall be paid on or before the due date. Failure to pay by the due date will result in an additional reprocessing fee of 5% of the license fee or a minimum of \$100.00. Upon non-payment after fourteen days and any day thereafter, the Licensor may, at its sole discretion, terminate this Agreement in its entirety.

**ARTICLE 7
TERM**

This Agreement shall remain in force for the Term set forth in Section 1.8 above. At the expiration of the Term, this Agreement shall terminate without notice to Licensee. At the sole election of Licensor, sixty days prior to termination of this Agreement, Licensor may elect to deliver a new Agreement to Licensee for

a successive Term. If Licensee does not execute and return such new Agreement prior to the expiration of the Term, Licensee agrees to vacate the Property and remove all personal property as more fully set forth in Sections 3.17 and 8.3.

ARTICLE 8 TERMINATION

8.1 Termination. This Agreement may be terminated by either party with or without cause at any time upon five (5) days prior written notice to the other.

8.2 Obligation of Licensors Upon Termination. Upon termination of this Agreement by Licensor without cause, or as a result of any disposition of the Property under Section 2.2 hereof, Licensor shall reimburse Licensee a pro rata share of the annual payment for the year of termination by a fraction whose denominator is 12 and whose numerator is the number of months remaining in said year after the date of termination.

8.3 Obligation of Licensee Upon Termination. Upon termination or expiration of this Agreement, Licensee shall repair any damage to the Property caused by its activities (normal wear and tear excepted), remove all signs or barriers or portable tree stands, and repair any damage caused by such removal, and vacate the Property within ten (10) days. If Licensee fails to make any necessary repairs or remove signs or barriers as required above, Licensor may make such repairs or remove such signs or barriers at the expense of Licensee as more fully set forth in Section 3.17.

ARTICLE 9 DEFAULT AND REMEDIES

9.1 Default. If Licensee (a) fails to make any payment due to Licensor under this Agreement within five (5) days of notice thereof from Licensor; (b) fails to maintain the insurance required in Article 10 hereof; or (c) violates any other term of this Agreement (including a violation by any guest of Licensee) and fails to cure such violation within ten (10) days of notice thereof from Licensor, Licensor shall be in default of this Agreement.

9.2 Remedies. Upon an uncured default by Licensee, Licensor may (a) terminate this Agreement, without any refund due to Licensee under Section 8.2 above; (b) cure the default at Licensee's cost, whereupon Licensee will reimburse Licensor for such costs within ten (10) days of receipt of an invoice therefor; and (c) exercise any other rights or remedies available at law or in equity. All sums not paid when due hereunder shall bear interest at the rate of 18% per annum or the greatest rate allowable by law, whichever is less.

9.3 Cross Default. A default by Licensee under this Agreement shall constitute a default under any other hunting or recreational license agreement entered into between Licensee or any of its affiliates and Licensor or any of its affiliates, entitling Licensor (or its applicable affiliate(s)) to exercise all remedies for Licensee's (or its applicable affiliate(s)) default thereunder.

ARTICLE 10 INSURANCE

10.1 Insurance. LICENSOR shall procure a liability insurance policy identifying LICENSEE as the insured and LICENSOR as additional insureds. Coverage limits of said policy are as follows:

General Aggregate Limit	\$2,000,000
Products/Completed Operations Aggregate Limit	\$1,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Damage to Rented Premises -	
Each Occurrence	\$300,000
Total Aggregate for all Claims	\$300,000
Per Claim Deductible	\$1,000
Medical Expense Limit -	
Any One Person	\$5,000

LICENSOR makes no representation or warranty as to the adequacy of the insurance coverages for the purposes of LICENSEE or its members. LICENSEE shall independently evaluate its insurance requirements and shall procure at its sole cost and expense such additional or supplemental coverages as LICENSEE determines, in its sole judgment, to be necessary or appropriate to protect its interests and those of its members.

**ARTICLE 11
GENERAL PROVISIONS**

11.1 Assignment/Sublease. Licensor shall have the right to assign this Agreement and/or any of its rights or interests at any time without consent of the Licensee. Licensee shall not assign or sublease any of its rights or interests under this Agreement without the prior written consent of Licensor, which may be withheld in Licensor’s sole discretion.

11.2 Non-waiver. No failure of either party to exercise any power given hereunder or to insist upon strict performance of any provision of this Agreement and not custom or practice at variance with the terms hereof shall waive, effect, or diminish any right of such party thereafter to demand strict compliance with the terms hereof.

11.3 Attorney’s Fees. Licensee agrees to pay all reasonable costs, attorney's fees and expenses that shall be incurred by Licensor in enforcing the terms of this agreement, including but not limited to the collection of the annual license fee payments required hereunder.

11.4 Governing Law. This Agreement shall be governed by and interpreted under the laws of the state or commonwealth in which the Property is located.

11.5 Dispute Resolution and Arbitration. Each party shall use its reasonable efforts to resolve any dispute arising under or in relation to this Agreement through joint cooperation and consultation. Any dispute arising under or in relation to this Agreement that is unable to be settled within sixty (60) days as set forth in the preceding sentence shall be resolved by final and binding arbitration before a single arbitrator selected by Licensor and serving under the American Arbitration Association. Any such arbitration shall be held in Chappel Hill, North Carolina, unless another location is mutually agreed upon by the parties to such arbitration. Such arbitration shall be the exclusive remedy hereunder with respect to the subject matter of such arbitration, provided however, that nothing contained in this paragraph shall limit any party’s right to bring a (a) post arbitration action seeking to enforce an arbitration award or (b) action seeking injunctive or similar relief in the event of a breach or threatened breach of the provisions of this Agreement. The party whom the arbitrator determines is the prevailing party in such arbitration shall receive, in addition to any other award pursuant to such arbitration or associated judgment, reimbursement from the other party of all reasonable legal fees incurred with respect to such arbitration. EACH PARTY HEREBY KNOWINGLY AND VOLUNTARILY WAIVES TRIAL BY JURY IN ANY LITIGATION IN ANY COURT WITH RESPECT TO, IN CONNECTION WITH, OR ARISING OUT OF THIS AGREEMENT OR ANY ANCILLARY AGREEMENT OR THE VALIDITY, PROTECTION, INTERPRETATION, COLLECTION OR ENFORCEMENT

THEREOEF.

11.6 Notices. All notices under this Agreement shall be in writing and sent to the parties at their respective addresses set forth in Article 1. Notices delivered in person (including via overnight courier) shall be effective as of the date of actual delivery. Notices to be mailed shall be sent by certified or registered mail, postage prepaid, and shall be effective as of the date of receipt by addressee. Notices sent via email shall be effective upon confirmation of receipt. Licensee shall direct all inquiries and other notices regarding payment, the website, license administration, and similar matters to Licensor's Agent. Licensee shall direct all notices regarding the condition of the Property, fires and related hazards, accidents and injuries on the Property, and related matters to Licensor's Consultant.

11.7 Headings. Headings herein are inserted for the convenience of reference only and shall have no application in the interpretation or construction of this Agreement. The language of each article and section shall be fully controlling.

11.8 Partial Invalidity. If any of the provisions of this Agreement shall be held void or unenforceable, the other provisions shall survive and remain in full force and effect.

11.9 Integration. This Agreement, together with its Exhibits, which are made an integral part hereof, represents the entire understanding of the parties hereto with respect to the subject matter hereof, supersedes all prior written or oral agreements, and shall not be modified except by a subsequent written agreement duly executed by or on behalf of the parties.

11.10 Time of the Essence. Time is of the essence of this Agreement.

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURES FOLLOW]



AURORA

SUSTAINABLE LANDS

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below their respective signatures, but so as to be effective on the Effective date, in two counterparts, each of which shall be deemed an original agreement.

LICENSOR:

LICENSEE:

By: _____
Name:
Its:
Date:

By: _____
Name:
Its:
Date:



AURORA
SUSTAINABLE LANDS

EXHIBIT A - PROPERTY MAP



**EXHIBIT B
CLUB MEMBER LIST**

TITLE	NAME	ADDRESS	PHONE
Club Contact			
Members			

**EXHIBIT C
HUNTING PERMIT AND WAIVER**

To obtain permission to access and use the Property described in Hunting License Agreement RLU# (the “Agreement”), the undersigned,

[Name of Guest or Club Member]

I am visiting the Property (as defined in the Agreement) solely for the purpose of hunting (the “Limited Purpose”). In consideration of being permitted to enter the Property for the Limited Purpose:

1. I understand that such activity involves inherent risks and dangers, including but not limited to bodily injury and death, and I assume all liability for any and all injuries or damages to persons or property arising in any way from entering the Property. I voluntarily agree to assume all risks associated with entry on the Property and I accept the Property in its existing condition, with all faults, hazards and dangers, whether patent or latent.
2. I acknowledge that has executed the Agreement with Licensor (as defined in the Agreement) and by execution of this waiver, I hereby agree to be bound by the terms, conditions and rules of access contained in that Agreement.
3. I agree that I will follow all instructions of any representative of Licensor or Licensee while on the Property.
4. I agree that minors permitted on the Property for the Limited Purpose shall be under the direct supervision of one of their parents (or guardian) and when children are present on the Property, the parents (or guardian) shall be fully responsible for their acts and safety.
5. I agree that Licensor, Licensor’s Agents, Licensor’s Consultants and its and their directors, officers, personnel, employees, agents, representatives, contractors and vendors (the “Licensor Representatives,” and each a “Licensor Representative”) shall not be liable for any damage or destruction of property, or injury or death of persons, or any violation of law, which may arise in any manner as a result of my entering the Property, regardless of the sole or contributory fault, negligence, or strict liability of Licensor and/or any Licensor Representatives including, but not limited to, the condition of any private roads, bridges, drainage structures, gas or other infrastructure installed or maintained at the Property. I hereby covenant and agree to indemnify, defend, and hold harmless Licensor and the Licensor Representatives from and against any and all fines, penalties, damages, forfeitures, judgments, claims, causes of action, suits, attorney’s fees, costs or other expenses related to damage or destruction of property, injury or death of persons or violation of laws that may arise out of or in any way related to my activities, or any other person on the Property under my authority.
6. I agree that if any term or provision of this waiver is invalid, illegal, or enforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Hunting Permit and Waiver or invalidate or unenforceable such term or provision in any other jurisdiction.

Signature Page Follows



AURORA

SUSTAINABLE LANDS

WITNESS: _____

NAME: _____

SIGNATURE: _____

Date: _____, 202_____

This waiver is to be reproduced by the hunt club and a copy signed by each guest or member, as applicable. It is the hunt club's responsibility to ensure all guests and members have signed the waiver and to retain copies throughout the Term of the Agreement.



AURORA
SUSTAINABLE LANDS

EXHIBIT D
SPECIAL CONDITIONS

Special Conditions: