

## Terms and Conditions

**The terms and conditions below are a summary of certain key licensing provisions and do not include all of the terms and conditions which are included in a license!**

RAYONIER and LICENSEES enter agreements, beginning on the date of RAYONIER's execution and ending on May 31, 2009, unless different in accordance with the terms of the License Agreement. LICENSEE'S payment includes the rights and privileges granted in the license agreement and for RAYONIER's purchase of a liability insurance policy, said purchase on behalf of and at the direction of LICENSEE. The insurance coverage purchased shall include \$1,000,000 Bodily Injury Liability and Property Damage Liability and a \$250 deductible per claim.

LICENSEE shall observe and comply with all applicable laws, including but not limited to land use regulations, game laws, endangered or protected species laws, environmental laws and criminal laws pertaining to use or manufacture of controlled substances (i.e. marijuana or meth labs), ordinances, requirements, orders, directives, rules and regulations of any Federal, State or local governmental authority having jurisdiction.

LICENSEE shall insure that no archaeological sites or objects of antiquity on the licensed property are disturbed, altered, damaged, or vandalized by any means, including, but not limited to digging, probing, or deliberately plowing or cultivating such site(s) for the express purpose of exposing artifacts or archaeological sites or other objects of antiquity.

RAYONIER makes no warranties concerning the condition of the Land or its suitability for LICENSEE'S purposes. The Land is taken and accepted by LICENSEE in an "as is" condition. LICENSEE acknowledges that the Land is timberland, and specifically accepts the Land in its present condition. LICENSEE'S members, agents, employees, and guests shall enter upon the Land at their own risk; LICENSEE acknowledges and agrees that RAYONIER shall have no liability of any kind or character to LICENSEE or LICENSEE'S invitees, employees, contractors, agents or servants by reason of any damage to property or of physical injury to any such persons.

It is understood and agreed that LICENSEE, any individual LICENSEE and each member or guest of LICENSEE'S hunting club agree and represent that each is of the age of majority under the laws of the state in which the Land is located and with regard to any minor with whom he hunts or who accompanies him on the Land, LICENSEE, and each member or guest of LICENSEE'S hunting club will defend, indemnify and hold harmless RAYONIER 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 Land.

LICENSEE is entitled to use the Land in accordance with the terms and conditions set forth in the license agreement only for recreational hunting purposes and for no other purposes whatsoever. No dedicated shooting range is to be maintained on the Land – 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.

Vehicular travel on or across licensed property shall be allowed only in furtherance of hunting and shall be limited to the established roads now located thereon, and is expressly prohibited in, on, over, or across areas on which young timber stands have been established. The use of four-wheel-drive (all wheel) or all-terrain vehicles (ATV) in wet weather, resulting in excessive damage to roads is expressly prohibited. The use of the licensed property for recreational and off-road vehicle "sporting purposes" (such as "4-wheeling"; "trail biking"; etc.) is expressly prohibited.

LICENSEE may, but is not required to, install gates at access roads leading into the Land. In the event LICENSEE does elect to install gates, their location and manner of construction is subject to approval by RAYONIER. **No cable, rope, wire or similar material may be placed across a road or trail or be installed as a barricade to prohibit traffic around gates at any time.** Upon agreement of RAYONIER's Forest Supervisor, LICENSEE is permitted to install its own locks on specified gates. Such locks are to be installed in such a manner that RAYONIER's access through its own security system will not be hampered; RAYONIER reserves the right to remove any lock that prevents such access. LICENSEE shall provide to RAYONIER at least one set of keys that will open all the locks installed by LICENSEE.

Rayonier shall have no 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.

No hunt club member, agent, employee or guest of LICENSEE shall enter on or use the Lands under the license unless such person has fully signed the Release and Waiver of Liability Indemnity and Hold Harmless Agreement, duly witnessed

by two club officers.

The rights hereby granted are for the sole use of LICENSEE, its members and guests, and may not be transferred or assigned. Selling daily or short-term permits to non-members shall not be permitted. The operation of this License Agreement 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 the License Agreement.

Prior to expiration of any License Agreement and upon ten (10) days written notice to LICENSEE, RAYONIER shall have the right to cancel or suspend any License Agreement at any time, for any reason. Except as provided below, LICENSEE shall be entitled to a refund of a pro-rata portion of the license fee paid for the subject year. The refund will be based upon the pro-ration of the number of days remaining under the License Agreement, less the portion attributable to the purchase of the Liability Insurance Policy.

However, if the cancellation is due to a breach of any term or condition of this License Agreement or other wrongdoing by LICENSEE, its members, or guests, then RAYONIER may retain all sums paid on account hereunder as liquidated damages. Moreover, LICENSEE shall forfeit its right to a ten (10) day written notice and RAYONIER shall have the right to terminate immediately upon written notice to LICENSEE.

Notification of cancellation and issuance of a refund, if any, shall constitute a release of the Land herein described.

LICENSEE shall:

1. promptly reimburse RAYONIER for any damage to it resulting from the exercise of the hunting privileges referred to herein, **and in the event that LICENSEE is not solvent or cannot pay for such damages, each of its members and guests shall be responsible individually to comply with this and other obligations hereunder.**

2. defend, indemnify and hold harmless, RAYONIER, its agents, members, partners affiliated companies, assigns, employees and officers, against any and all loss, damage, fine, cost, injury (including death) and attorneys' fees the indemnified parties may suffer or incur which may result or arise from the grant of privileges to LICENSEE or its members or guests.

3. remove all equipment or other personal property of LICENSEE, or any member thereof, within twenty-five (25) days after the date of any written notice to LICENSEE that the license has been revoked, cancelled or that the term has expired and will not be renewed or extended; all property of LICENSEE remaining thereafter shall become property of RAYONIER and it may use or dispose as it may deem appropriate. Furthermore LICENSEE must remove all trash and debris from the property within the above twenty-five (25) day period. RAYONIER may, in its sole discretion, require LICENSEE or any of its members or guests to remove trash and debris or equipment or other personal property prior to any revocation, termination or cancellation of this License Agreement, and failure to do so shall constitute a terminable offense to be handled as a breach of this License Agreement.

4. confine the construction of permanent deer stands to hardwood trees. No stands of any type (portable, free standing, climbing or permanent) will be permitted any closer than 100 feet of the perimeter of the Land.

5. promptly report to RAYONIER and proper authorities any suspected activity on the Land that violates or may appear to violate any law, regulation, ordinance or rule whether state, local or federal including, but not limited to, drugs such as marijuana or methamphetamine, commonly known as crystal meth.

LICENSEE **shall not**:

a. conduct field trials or open hunts, for revenue or otherwise.

b. stock the licensed area.

c. place any signs upon the property (including trees) without the prior approval of RAYONIER or place any permitted sign over RAYONIER blue or yellow painted bands on the trees. LICENSEE recognizes that RAYONIER is in the timber business and metal fasteners, if embedded in the bark and wood of a tree, could be detrimental to the barking tools, chippers, saws and persons in the manufacturing process. In recognition of the potential for future damage LICENSEE agrees to restrict the fasteners used on living trees to those made of aluminum and to a size equivalent to or less than a 10 penny nail.

d. set fire to or upon any part of the Land and LICENSEE will make reasonable efforts to suppress any fires on the Land during the term hereof.

- e. transfer or assign this License Agreement or any privileges herein granted to any other club, group, person or entity.
- f. injure or destroy any trees, crops, buildings, fences or other improvements located on the Land.
- g. do any form of trapping.
- h. establish food plots or do any alterations to the land by any mechanical means without the permission of RAYONIER.
- i. operate any shooting range on the Land.

LICENSEE agrees that all trash, cans, bottles or garbage left on the Land as a direct or indirect result of LICENSEE's use must promptly be removed by LICENSEE at all times during this License Agreement and all dead animal remains must be buried or removed. Under no circumstances whatsoever will any carcinogenic, controlled, toxic or hazardous substance or material, or a container presently holding or formerly holding such substance(s), be permitted to drain, or percolate on or into, or be stored, dumped, buried, or otherwise contaminate, the Land or any other land adjacent to or in the vicinity of the Land.

No interest in real estate is herein granted. Personal property is placed upon the Land under the conditions of the license agreement and RAYONIER has no responsibility or liability for any such personal property and such permissive use may be revoked at any time upon notice to LICENSEE.

RAYONIER and its affiliated or related companies reserve the right to transfer or convey its interest in the Land. In such event, LICENSEE will be given ten days written notice and a portion of the herein paid charges will be refunded, less the portion attributable to the purchase of the Liability Insurance Policy.

This License Agreement shall become effective only when all parties have executed same, and deposit of tendered money by RAYONIER shall not be deemed to be acceptance, or evidence of intention to accept, the proffered agreement.

Rayonier is under no obligation to renew this agreement and any renewals shall be solely at Rayonier's option.

The License Agreement constitutes the entire, full and complete understanding between the parties, superseding all prior letters, agreements, understandings, negotiations and practices. There are no representations, inducements, promises or agreements, oral or otherwise, between the parties upon this matter not embraced within the License Agreement

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**Hold Harmless Agreement:**

If you elect to enter Rayonier's premises to view a recreational license unit or for any other reason, you agree to do so at your own risk. To the fullest extent allowed by law, you waive any claims against, and agree to hold Rayonier, its affiliates, employees, officers, directors and contractors harmless from, all claims or liability of every type (including court costs and legal fees) for injury or death to any person or for damage to property arising out of or relating to your presence on land owned or leased by Rayonier. This agreement applies to you and any other party accompanying you, under your direction, or at your request.