

OUTDOOR RECREATIONAL ACTIVITY LICENSE AGREEMENT

This Outdoor Recreational Activity License Agreement ("License") is by and between **TENSAW LAND AND TIMBER COMPANY, INC.**, hereinafter referred to as LICENSOR, having a mailing address of 3511 Montlimar Plaza Drive Mobile, Alabama 36609 and **CLUB NAME** having a mailing address of **ADDRESS c/o NAME** ; hereinafter referred to as LICENSEE.

For the term, and in consideration of the annual license payment received as indicated below and subject to the conditions and other obligations set forth in the terms and conditions to be observed by the LICENSEE, LICENSOR does hereby license unto LICENSEE, its members and invited guests, subject to the terms and conditions hereinafter set forth, the exclusive right, license and privilege of accessing the lands subject to this license agreement for Permitted Outdoor Recreational Activities as defined in Paragraph 13 (A) herein, unless limited by the special conditions of Paragraph 2 herein (with such privileges authorized herein being collectively referred to as "Rights and Privileges") on approximately **TOTAL ACRES** acres, more or less, owned or managed by LICENSOR in the state of **ACREAGE LOCATION STATE**, being more particularly described on the map attached hereto as Exhibit A and by this reference made a part thereof. The property hereby licensed is estimated to contain the number of acres stated above, but no warranty or guarantee is made that the acreage estimate is accurate, and neither party shall have any obligation to obtain a survey or other information to more accurately estimate the number of acres.

Licensee covenants and agrees to pay an annual rental to Licensor due on or before the 15th day of July each year during the term of the License as follows:

TERMS AND CONDITIONS

1. **TERM.** This License covers the period from July 1, _____ to June 30, _____. By mutual consent, the start date may vary; however the end of the term will remain June 30, _____.
2. **SPECIAL CONDITIONS.** If checked, the following Special Conditions will apply.
 - ____ Still Hunting Only. LICENSEE is not granted the right or privilege to engage in the hunting of deer with the use of dogs. LICENSEE shall still hunt for deer only.
 - ____ Archery Hunting Only. LICENSEE is permitted to hunt any game species with only archery equipment at any time while this License is in effect.

3. **LICENSOR'S RIGHTS.** LICENSEE hereby confirms the primary and predominate rights of the LICENSOR in and to all the lands referenced in this License and shall, at all times, remain cognizant of those rights in the exercise of its rights hereunder. LICENSEE acknowledges that all lands covered by this License are managed by LICENSOR for the primary purpose of planting, growing and harvesting of fiber, timber, or other forest products and for other purposes. If, in the course of LICENSOR'S land management, harvesting operations or other purposes, it becomes necessary, expedient, or advisable for LICENSOR to prohibit, curtail, or suspend all permitted outdoor recreational activities including but not limited to hunting or other activity on the lands, LICENSOR shall have the right to do so immediately upon written or verbal notice thereof to LICENSEE, or LICENSOR may cancel this License as provided in Paragraph 7 below.
4. **LICENSE ONLY.** This License and the Rights and Privileges granted to the LICENSEE hereunder shall in no manner be construed as a sale, transfer, or lease, profit a prendre, easement, or covenant which will run with the land, or any other manner of disposition of any interest, either legal or equitable, in the lands. The exercise by the LICENSEE of any Rights and Privileges hereunder is permissive only and in no sense adverse to the title, ownership and possession of the LICENSOR. LICENSEE hereby acknowledges that it has inspected the lands, knows the condition thereof, and is entering into this License with full knowledge of the state and condition of the lands. LICENSOR makes no representations or warranties regarding the suitability of the lands for the Rights and Privileges set forth in this License, the relative safety or risks and hazards of entering upon the lands and/or risks associated with participating in the permitted activities. LICENSEE is fully aware of and specifically assumes all risks and hazards associated with the permitted activities and traversing improved and unimproved land and voluntarily elects to enter upon the land and engage in the activities with a full appreciation and acceptance of all risks and hazards. LICENSEE and LICENSOR agree this License is a mere revocable license to use the lands, and does not, nor shall it be construed to, create any other interest in the lands.
5. **LICENSOR'S RESERVATIONS.** LICENSOR reserves unto itself, its successors, assigns, and contractors, the absolute and unrestricted ownership, possession, use, and control of the real property herein involved, subject only to the Rights and Privileges hereby granted to LICENSEE. LICENSOR reserves the right to inspect and patrol said property periodically to engage in any and all lawful activities incidental to its ownership and management of the property, including but not limited to forest and wildlife management activities and timber harvesting and logging operations, control burning or conducting other silvicultural activities, prospecting or exploring for oil, gas and/or other minerals or other natural resources and related activities. LICENSEE shall not restrict LICENSOR'S access to the property. In the event an action of the LICENSEE shall cause access to said

property to be locked or otherwise restricted, authorized representative(s) of LICENSOR shall have the right to cut any cable, chain, lock, or use whatever means are necessary to enter said property, and the cost of any replacement necessitated thereby shall be the responsibility of LICENSEE. LICENSEE agrees that all rights, titles, and privileges hereunder granted are, and shall be, at all times expressly subordinate to and subject to LICENSOR's right to prevent any fire, waste, nuisance, or unnecessary injury to said property and adjacent property or to the commercial values thereof, and to develop, use, enjoy and protect its timber and properties without limitation. LICENSEE realizes that logging operations, oil and gas exploration and other activities may render some or all roads impassable and the LICENSOR makes no warranty or guarantee of ingress or egress over and through the property. LICENSOR has no responsibility to maintain said roads in a passable condition for LICENSEE's hunting or other activities hereunder.

6. **SALE OR EXCHANGE OF LANDS.** LICENSOR reserves the right to sell or exchange the lands or create liens upon the lands or collaterally pledge this License. In such event, if LICENSOR so chooses, the License will automatically terminate and LICENSOR will refund a pro-rata amount of License Fee paid for the period of the License in accordance with the reimbursement provisions in Paragraph 24. LICENSOR will allow LICENSEE fifteen (15) days from date of notice of cancellation for removal of LICENSEE'S improvements or personal property or equipment from the lands.
7. **TERMINATION OF LICENSE.** LICENSOR reserves the right to amend, terminate, or assign this License in whole or in part at any time during the term hereof and for any reason, at LICENSOR'S sole discretion, upon immediate written notice to the LICENSEE. In the event of early termination without cause, LICENSEE shall be entitled to a pro rata reimbursement of the license fee paid by LICENSEE to LICENSOR for the current year in accordance with the reimbursement provisions of Paragraph 23 attributable to that portion of the land terminated or deleted from the agreement.
8. **BREACH BY LICENSEE.** Time is of the essence in this License. If LICENSEE fails to make timely payment of any fees, costs, charges or reimbursements due under this License, or fails to meet any other obligations which are a condition of renewal, or violates any of the terms stated herein; LICENSOR may at its option, immediately or otherwise, terminate this License with cause immediately by written notice of such termination delivered to the LICENSEE by ordinary mail at the address furnished. In addition, LICENSOR shall have the right to assess and collect from LICENSEE a late fee of \$100.00 for less than 1,000 acres or \$200.00 for 1,000 acres or more for payments that are not received when due. Date of cancellation will be the date on which the notice of cancellation is postmarked at time of mailing. In such cases LICENSOR can take possession of the lands without further notice or penalty,

and may expel LICENSEE with or without process or law or in equity. In the event of termination with cause, LICENSEE forfeits all license fees and other considerations made to LICENSOR and agrees to remove all of LICENSEE's improvements or personal property and equipment at a time specified by LICENSOR not to exceed ten (10) days of the date of notice of cancellation. No delay or forbearance on part of LICENSOR shall be deemed a waiver of its right to exercise this option upon any subsequent default.

9. **PROTECTION OF TIMBER AND OTHER PROPERTY.**

- a. As consideration for the execution of this License, LICENSEE covenants and agrees that its officers, members and guests will exercise the Rights and Privileges hereby conveyed in such a manner as to (i) avoid damage to trees (including seedlings or young timber), crops, buildings, fences, roads or other improvements located on said lands; (ii) to avoid any interference with LICENSOR's forest, wildlife or land management or forest harvesting activities; and (iii) not trespass or exercise any Right or Privilege on, over or across any property owned by any person or entity other than LICENSOR or property owned by LICENSOR not subject to this License.
- b. LICENSEE agrees to exercise extreme care to avoid occurrence of forest fires on any part of the described lands and will make all reasonable efforts to suppress any fires encountered on the lands during the continuance of this License. LICENSEE agrees to immediately report to LICENSOR all fires observed on the property, and any potential fire dangers.
- c. LICENSEE is authorized to post the lands subject to this License, to publish notices and use any and all lawful means to prevent trespass, or prohibit recreational activities, including hunting and fishing on said property by persons other than its members or guests. Posted signs or other signs erected by LICENSEE may be nailed to trees with aluminum nails or staples only, or otherwise affixed to trees with a non-metallic fastening device.
- d. LICENSEE is encouraged to patrol lands subject to this License at reasonable intervals for the discovery and prevention of trespass by persons or livestock not authorized by LICENSOR, and to inspect for conditions detrimental to said lands or to the trees, timber, or other property situated thereon, including damage as a result of forest fires, winds, storms, insects, disease, beaver, or other causes, and upon discovery thereof will promptly report same to the authorized representative of LICENSOR.
- e. It is the responsibility of LICENSEE to control within any and all legal constraints any animal population which in the opinion of LICENSOR noticeably damages, degrades, or destroys the present or potential value of the timber, wildlife, or land resource. Introduction or removal of live wild, pen-raised, feral or domestic animals (including hogs) to or from LICENSOR's lands is strictly prohibited. No exotic, threatened or endangered animal, fish, bird, or plant species can be introduced to or established on LICENSOR lands at any time.

- f. LICENSEE will assume responsibility to pay for any trees or other forest products that may be cut, used, damaged, or removed from the lands by LICENSEE or its guests. LICENSEE is not granted any license to cut or remove any trees or timber without written permission of LICENSOR and LICENSEE shall not, without written consent of LICENSOR, cut or remove from said property or permit anyone else to cut or remove therefrom any timber, wood or wood products, soil, stone, sand, gravel or other natural resources from said property. LICENSEE may plant food plots only in such locations and in such sizes as are specifically authorized by LICENSOR pursuant to Paragraph 13(D) hereof, and in no case shall productive timberland be cleared for this purpose.
- g. LICENSEE shall not burn, bury, or dispose of any trash, garbage, waste, refuse or chemicals upon the lands. LICENSEE shall promptly notify LICENSOR should LICENSEE become aware of any illegal dumping or disposal of the same on the lands.
- h. LICENSEE shall insure that no significant archeological sites (if any) on the lands are disturbed, altered, damaged, destroyed or vandalized
- i. LICENSEE will not use explosives or exploding targets of any kind, including but not limited to Tannerite® or other explosive compounds or incendiary devices in exploding targets, for any use or purpose, at any time on lands licensed from LICENSOR.

10. **TRANSFER OF RIGHTS AND PROHIBITION OF COMMERCIAL ACTIVITIES.**

LICENSEE may not transfer, assign, sell, license, or sublicense this License, the lands subjected, or the hunting and fishing privileges conveyed herein, in whole or in part. LICENSEE, its members, and guests, shall not engage in any commercial recreational, hunting, fishing or any other activity on the property herein involved, not permit any other party to do so without prior written permission of LICENSOR. LICENSEE may require its members or guests to pay prescribed fees or dues for the privilege of membership and to cover reasonable costs of club operation. LICENSOR shall have the right at any time to review the use of the Property by members and guests in order to determine whether such fees, dues or expenses are a subterfuge for a public or commercial activity.

11. **COMPLIANCE WITH LAW.** LICENSEE will comply, and require each and all of its members and guests to comply, with all laws, rules, and regulations now existing or hereinafter enacted by any federal, state, county, parish, or local governmental authority including but not limited to conservation, endangered species, environmental protection, health and safety and game and fish, and shall be responsible for violation of said laws and regulations by LICENSEE, its members or guests. Violation of said laws by LICENSEE, or any of its members or guests will be cause for immediate termination of this License, with no refund due LICENSEE.

12. **LIABILITY INSURANCE.** LICENSOR, on behalf of both LICENSEE and LICENSOR, shall procure and maintain during the full term of the lease the following insurance, with insurance company(s) satisfactory to LICENSOR. The base policy to be provided under an "Occurrence Form" of Commercial General Liability Insurance at a minimum limit of \$1,000,000 combined aggregate single limit for bodily injury and property damage. LICENSEE understands this coverage is specifically for the lands as described and covered by this License.

- a. Coverages specifically shall include:
 1. Contractual Liability specifically covering the liability of the LICENSEE under the Indemnification Clause of the lease
 2. Fire Damage Liability
 3. Personal Injury Liability
 4. Punitive Damage (where allowed by law)
 5. Product Liability
- b. It is understood and agreed that LICENSOR may acquire the specified insurance coverage by means of one broad blanket policy providing coverage to the LICENSOR and LICENSEE, thereby resulting in a savings with respect to the amount of the insurance premium attributable to LICENSEE. It is further understood and agreed that when LICENSOR invoices LICENSEE on an annual basis for the amount of the annual license fee, there shall be an additional charge or fee included on LICENSOR's invoice representing a portion of the cost of insurance protections arising from this License including but not limited to the cost of this or other insurance secured by the LICENSOR for its and / or the LICENSEE's benefit. This additional charge or fee for the insurance premium shall be due and payable at the same time and manner as the annual license fee.
- c. It is understood that if LICENSEE members or guests are using automobiles, trucks, boats, motorcycles, bicycles, ATVs, UTVs or other vehicles, licensed or not, on the LICENSOR's lands, that liability insurance beyond coverages specified in the above policy are the responsibility of the vehicle owner and LICENSEE agrees to indemnify and hold LICENSOR harmless for the use of motorized or non-motorized vehicles by LICENSEE, its members or guests.
- d. LICENSEE and Red Mountain TimberCo, IV, LLC will be named as an additional insured on the Commercial General Liability policy.
- e. Insurance secured by the LICENSOR provides limited protection for both the LICENSOR and LICENSEE. LICENSOR may secure additional insurance protections for itself that may not inure to the benefit of the LICENSEE. LICENSEE is encouraged to evaluate LICENSEE's potential liability and available insurance coverage and to secure any additional insurance protection LICENSEE deems appropriate.

13. **LICENSEE PRIVILEGES.** The following privileges are also extended to the LICENSEE, upon prior written approval of the authorized LICENSOR representative, and subject to the conditions conveyed herein:

- A. Permitted Outdoor Recreational Activities. LICENSEE has the privilege to engage in the following "Permitted Outdoor Recreational Activities" and none other: hunting, shooting, and otherwise legally taking wild game and fish. Specifically excluded from Permitted Outdoor Recreational Activities are any activities that may or may be likely to increase LICENSOR'S hazard insurance on the Property or cause or be likely to cause damage to trees, roads, soils, stream crossings, gates, bridges, fences, research plots or improvements whatsoever made to the property by LICENSOR or others on behalf of LICENSOR or LICENSOR'S predecessors in title. All Permitted Outdoor Recreational Activities must be conducted in a manner that complies with all other terms of this License and all Appendices to the agreement and may only be engaged in by LICENSEE members and guests (and in the case of guests with at least one LICENSEE member present at all times of use by guests).
- B. Tree Stands. Tree stands shall not be fastened to trees with nails or any other metal fastening device that penetrates the bark of the tree to which it is affixed. Chains and binders may be used to secure tree stands on a temporary basis, but must be loosened periodically so as to prevent damage to the tree. LICENSEE will not drive nails, spikes, or metal objects into any trees for any purpose, except for posting purposes and trail markers provided only aluminum nails or staples are used. No tree stand will be placed or erected within fifty (50) yards of the right-of-way of any public road or the boundaries of the lands licensed to the LICENSEE.
- C. Gates. Gates may be erected at access points to the lands, upon approval of the designated representative of the LICENSOR and to the specifications required by the LICENSOR. At a minimum, gates will be metal a minimum of 16 feet in width from post to post, and highly visible. No cable gates are permitted at any time for any reason, nor is the use of barbed wire for gates or gate construction or as an extension on the side of either gate post permitted at any time. In the event this License is terminated for any reason, LICENSEE understands and agrees that all gates erected on the property by LICENSEE or LICENSOR immediately become property of the LICENSOR. Furthermore, LICENSOR is not obligated to pay for, or reimburse, LICENSEE for any gate, gate materials, or labor costs incurred by LICENSEE unless previously arranged and approved in writing by LICENSOR. LICENSEE shall keep all gates leading into the property closed and locked at all times and must provide two (2) keys per lock to LICENSOR. LICENSEE shall not allow the public any use or access to any of the Property at any time.
- D. Roads and Improvements. LICENSEE will not install upon the lands any crops, planting, food plots, roads, bridges, fences, gates, buildings, lodges, shelters, docks, landings, or other structures without first obtaining LICENSOR's written consent. LICENSEE shall use only existing roads and bridges on said lands, and LICENSOR is under no obligation to construct, maintain or repair any roads or

bridges. LICENSOR reserves the right to close any road at any time for any reason at sole digression of LICENSOR. Food plots will be permitted in designated areas upon written approval of the appropriate representative of the LICENSOR. LICENSEE will refrain from rutting and using roads and trails for vehicular traffic during periods of wet weather. LICENSOR further licenses to LICENSEE during the period of this License the exclusive right to use any existing camps, buildings, lodges, shelters, shooting houses, tree stands, ladder stands and other similar structures (except for _____) customarily used in connection with hunting or fishing, whether permanent or temporary, that may be located on the property at the commencement of this License; provided however that LICENSEE accepts any such structure AS IS and IN ITS PRESENT CONDITION, and agrees that LICENSOR has no obligation to maintain any such structure for any particular use or purpose; and provided further that LICENSEE shall be solely responsible for the condition, repair, maintenance and upkeep of said structures during the existence of this License. LICENSEE shall not use any such camp, building, lodge, shelter, shooting house, tree stand, ladder stand or similar structure for any purpose if such use would be in violation of any federal, state, county or municipal statute, ordinance, regulation or other law. LICENSOR shall not be liable to LICENSEE, or any of LICENSEE's members, permittees, guests, representatives, agents, invitees, servants, contractors, or employees for any damage to the personal property or any persons by reason of accidents, injuries or death of any kind whatsoever occurring on, about or adjacent to the property. LICENSEE acknowledges that the terrain of the property and roads and other conditions may be hazardous, and LICENSOR makes no representation or warranty that any of same is safe for hunting, walking, riding, or otherwise using same; and LICENSEE assumes all risks and full responsibility for all matters and persons involved with LICENSEE's use and occupancy thereof and safety of others.

- E. All Terrain and Utility Vehicles (ATVs and UTVs). Off-road vehicles, generally described as "all-terrain vehicles" (ATVs) or "utility vehicles" (UTVs) may be operated on designated roads on lands subject to this License during hunting season for hunting purposes only, or to patrol and inspect said lands throughout the year. Use of off road vehicles or ATVs in stream beds or other water bodies not designated as fords or improved crossings will not be tolerated and will be cause for immediate cancellation of the License without refund. LICENSOR assumes no responsibility or liability for any accident or incident resulting from use of an ATV.

14. SAFETY

- a. Operations. LICENSOR reserves the right to restrict outdoor recreational, hunting, fishing or other activities of LICENSEE immediately adjacent to operations of LICENSOR, its agents, assigns, contractors, and licensees, when it is deemed to be in the best interest of personnel or equipment.

- b. Use of Firearms. LICENSEE, its members, guests, and permittees are prohibited from hunting within fifty (50) yards of the right of way of any public road, third party owner's property, or discharging a firearm across any public road or right-of way, third party owner's property or toward any house, public property, or ongoing silvicultural or harvesting operation permitted by LICENSOR that is in an open line of sight to and from the location of the hunter or shooter.
- c. Right to Exclude: LICENSOR shall have the right to exclude from the lands any person, whether LICENSEE's member or guest, for conduct which in LICENSOR's sole opinion, is in violation of the terms of this License. This includes but is not limited to the right of LICENSOR to require that LICENSEE exclude from entrance onto the lands any member or guest of LICENSEE for drunkenness, carelessness with firearms, violation of laws, violation of this License, trespassing on adjoining neighbor's property, or otherwise being disrespectful of LICENSOR, neighbors or others in the community. If LICENSEE fails to exclude any such member or guest after being requested to do so by LICENSOR, then LICENSOR shall have the right to terminate this License without refund.

15. **RIGHTS OF ADJOINING LANDOWNERS.** LICENSEE will respect the rights of adjoining landowners and conduct all recreational activities in a courteous manner, with due regard for the rights, safety, and well being of all persons. LICENSEE agrees to be solely responsible for, and to promptly resolve any problems with adjoining landowners that may arise for LICENSEE's activities or use of the lands and to indemnify and hold LICENSOR harmless as provided for in Paragraph 25 below. LICENSEE further acknowledges it has received herewith a copy of the Tensaw Good Neighbor Policy attached as Appendix "A," and agrees to abide by all the provisions of said policy. Failure to comply with the spirit and letter of the Tensaw Good Neighbor Policy will be grounds for immediate termination of this License, without refund.

16. **MANAGEMENT PLANS.** LICENSEE will make no agreement, or enter into a plan or program for the regulation or management of animal populations, water, or other natural resources on these lands with state or federal agencies, private organizations or individuals, without first obtaining written approval of LICENSOR. It is agreed that, upon request of LICENSOR, LICENSEE will cooperate with LICENSOR and any state or federal agency or university in conducting research, management, or activities relative to animals, plants or other natural resources found on the lands. All state and federally protected plant or animal species will be given special protection and consideration by LICENSEE, its guests, members, and permittees, as required by all applicable state and federal laws and conservation plans of LICENSOR. At the request of LICENSOR, or with LICENSOR approval, LICENSEE agrees to participate in deer and other game animal management programs,

including but not limited to antlerless deer harvest, weighing and measuring animals harvested, and other activities that may be required by LICENSEE.

17. **RELEASE OF PLANTS OR ANIMALS.** LICENSEE will not release any animal, wild or domesticated, or plant or release any invasive exotic plant upon lands covered by this License at any time without the prior written permission of LICENSOR. Furthermore, LICENSEE will not live trap for purposes of removal any wild or domesticated animal from these lands. As permitted by state law, LICENSEE may trap wild hogs if they are not transported live from the trap site to any other location. LICENSOR does reserve the right to trap, have trapped, or remove by any legal means beaver or nutria on said lands at any time during the period of this License.
18. **PRESIDENT.** The LICENSEE's President (or the signatory of this License if not the President) shall be responsible for all operations of LICENSEE, and is hereby deemed the agent of LICENSEE for all purposes of this License, including, but not limited to, all notices required from time to time, and as agent is authorized to act on behalf of LICENSEE in its relationship with LICENSOR.
19. **MEMBERS, GUESTS AND PERMITEES.** LICENSEE agrees to inform its members, guests, and permittees of their obligations and responsibilities under this License and Tensaw Good Neighbor Policy and to make available to each member or post at a visible location at the main gathering area an unaltered copy of the same. LICENSEE shall not allow and shall not have the right to allow any such person to enter upon the Property for any reason unless such person shall have first signed a Release, Waiver and Indemnity Agreement in the form attached as Exhibit B hereto (or, if such person is under the age of 19, unless a parent or legal guardian for such person shall have first signed a Release, Waiver and Indemnity Agreement. All such executed forms shall be maintained by LICENSEE and delivered to LICENSOR ten (10) days prior to October 1st. Notwithstanding anything to the contrary, hunting club memberships or permits shall be for a period of not less than twelve (12) months.
20. **OFFICERS.** LICENSEE agrees to furnish to LICENSOR annually a list of all officers and members of LICENSEE, with mailing addresses and contact information including phone or email address. LICENSEE further agrees to notify LICENSOR at any time when a change of LICENSEE's President (or the signatory of this License if not the President) takes place. LICENSEE further agrees to furnish LICENSOR, upon request, a copy of LICENSEE'S organizational documents.
21. **ACCESS.** LICENSOR assumes no responsibility to provide access to the lands. LICENSEE shall be solely responsible for and bear all costs in obtaining all lawful

rights of ingress and egress to the lands and LICENSEE shall hold LICENSOR harmless from and against any and all claims and liabilities arising therefrom.

22. **LIMITED PURPOSE.** LICENSEE and its members, guests, and permittees access to the property shall be solely for Rights and Privileges as permitted herein. Use of the property for any other purpose shall be cause for immediate termination WITH CAUSE of this License by LICENSOR.
23. **LICENSOR AMENDMENTS.** This License is subject to amendments by LICENSOR at any time at its sole discretion and upon written notice addressed to LICENSEE.
24. **CANCELLATION.** Except as otherwise provided herein, LICENSOR reserves the right to cancel this License without cause, and for any reason, after first giving the other party fifteen (15) days prior written notice thereof. If LICENSOR terminates the License prior to the end of the license term other than for reason of LICENSEE's breach of this License, the LICENSOR will rebate to the LICENSEE on a prorated basis any prepaid license fee.
25. **INDEMNITY.** LICENSEE agrees to come in, defend, indemnify and save LICENSOR and Red Mountain TimberCo, IV LLC and their agents, successors in interest, assigns, officers, directors, employees and members/owners harmless from and against any and all claims, demands, payments, liabilities, suits, losses, actions, recoveries, and judgments of whatsoever nature, kind and description, brought or recovered against LICENSOR and/or Red Mountain TimberCo, IV LLC, and their agents, officers, directors, employees and members/owners for, or on account of, any injury (including death resulting there from) or damage or loss received or sustained by any person or persons by reason of any act or omission of LICENSEE, its members, guests, permittees, or agents resulting from, incidental to, or arising out of the operation of LICENSEE or the presence of LICENSEE on LICENSOR's land, including but not limited to death, personal injury or damage to property whether such is alleged to have been caused in whole or in part by the negligence of LICENSOR, Red Mountain TimberCo, IV LLC, their agents, employees, or contractors. LICENSEE further agrees to come in, defend, indemnify and save LICENSOR and Red Mountain TimberCo, IV LLC and their agents, successors in interest, assigns, officers, directors, employees and members/owners harmless from and against any loss, liability, damage, claims, causes of action, fines, demands, debts, expense, fees (including the fees for attorneys, appraisers, surveyors, cruisers, consultants, engineering, remediation and other professionals) or claims arising from or out of the imposition or recording of a lien, the incurring of costs or expenses of required repairs, clean up, remediation, detoxification or removal of any hazardous, toxic or regulated material, substance, liquid or waste, or solid waste, as regard any environmental, health, safety, forestry, act, law, regulation or rule

whether federal, state, county or local (including, but not limited to certain federal laws such as the Comprehensive Environmental, Response, Compensation and Liability Act, as amended, the Hazardous Materials Transportation Act, as amended, the Emergency Planning and Community Right to Know Act, as amended, the Resource Conservation and Recovery Act, as amended, the Clean Water Act, as amended, the Federal Energy Regulatory Commission) with respect to the property or liability to any third party in connection with any hazardous, toxic, solid or regulated material, substance, liquid or waste of any kind (collectively called "hazardous materials"), and any other loss, liability, damage, expense or claim which may be incurred by or asserted against Licensor, Licensor's partners (to include Red Mountain TimberCo, IV LLC), successors in interest or assigns, officers, directors, shareholders, employees, servants, agents or any one of them, directly or indirectly resulting from the presence on or under or the discharge, emission or release from the property, into or upon the property, atmosphere or any watercourse, body of surface or subsurface water or wetland, arising from the use, generation, handling, storage, removal, clean up or disposal of any such hazardous materials, and a loss of value to the property as a result of any such lien, repair, cleanup, detoxification, removal, loss, liability, damage, expense or claim. LICENSEE further agrees to defend all such actions at its own expense, to pay all attorney's fees and court costs, and all other expenses of any kind and character and, in the event that judgment is rendered against LICENSOR and/or Red Mountain TimberCo, IV LLC and their agents, officers, directors, employees and members/owners in any such action, to satisfy same.

26. **RECORDING.** This License shall not be recorded in the land records.
27. **DISCLAIMERS; SUBORDINATION.** This License is made and accepted (i) without any representations, warranties, or guaranties of any kind by LICENSOR as to the title, accuracy of acreage, condition or suitability of the property, or any structure or improvement, for any purpose for which the same is granted; and (ii) expressly subject to and subordinate to any and all existing easements, mortgages, reservations, liens, rights-of-way, contracts, licenses (whether grazing, farming, oil, gas or minerals) or other encumbrances or servitudes whether or not of record or visible on the ground affecting the property herein described, or to any such agreements that may hereafter be granted from time to time to others by LICENSOR.

In WITNESS WHEREOF, the parties cause by this License to be executed in duplicate originals by their duly authorized agents on this day and year first herein set out.

Witness:

LICENSEE:

<<HUNT CLUB NAME>>

BY: _____
(Signature)

Title: _____

Witness:

LICENSOR:

TENSAW LAND & TIMBER COMPANY, INC.

BY: _____
(Signature)

Title: _____

Appendix A

GOOD NEIGHBOR POLICY

Preamble

Tensaw wants your club to have a safe and enjoyable time while using the lands we manage. We also expect you to promote the forest stewardship objectives of our company, conduct your activities in a safe and responsible manner, and maintain good relations with neighboring landowners. Toward that end, RMS has developed a "Good Neighbor Code of Ethics" for all that wish to hunt, fish, or otherwise recreate on RMS managed lands.

Good Neighbor Code of Ethics

- **Safety is the highest priority for all activities.** Each member and guest is expected to act in a safe manner at all times and is encouraged to complete training in hunter safety.
- **Demonstrate your respect for the property rights of others.** Make an effort to meet neighboring landowners and develop good relationships. Promptly address and resolve concerns with neighbors and others in the community. Always obtain permission before going onto a neighbor's property. The privilege of using RMS managed lands ends at the property lines.
- **The President of each club is expected to act as your representative** in issues that may arise with your neighbors, and in communicating issues or concerns to RMS. To improve local communication, provide your neighbors with the name and phone number of your club president.
- **You are an ambassador for the future of hunting, fishing and recreation.** Always consider how others will view your activities. Do not hunt, display, or discharge firearms in a careless manner or in close proximity to any occupied residence, residential area, school, church, or place of business. Never hunt or erect stands within 50 yards of any public right-of-way or neighboring property. Never discharge a firearm from or across any public right-of-way. Always exercise your privilege to hunt, fish and engage in Permitted Outdoor Recreational Activities in a responsible manner.
- **All hunting, fishing and outdoor recreational activities should be conducted in an ethical manner.** Hunters, fishermen and members of the public who engage in outdoor recreation are the minority in an increasingly urban society comprised mostly of people who do not participate in outdoor activities. Avoid public display of harvested game. Dispose of carcasses and offal in a responsible and legal manner (which may include burial).
- **Keep your lands licensed free from garbage and litter,** and in compliance with company requirements, and local, state, and federal regulations. Promptly remove and properly dispose of abandoned camps, appliances, abandoned stands, and other refuse. Dumping or littering is expressly prohibited. You should periodically inspect and remove all trash and litter you find.

- **Alcohol and hunting, fishing and outdoor recreational activities do not mix.** Hunting, fishing and operating a vehicle or engaging in recreational activities while under the influence of alcohol or drugs of any kind is a license agreement violation and will result in forfeiture of that privilege.
- **Develop and maintain a good relationship with local conservation and law enforcement officers.** Know who to contact and what steps to take in case of a medical or other emergency. Prepare for an emergency before it happens.
- **Recreating on Tensaw owned and RMS managed lands is a privilege.** All members and guests are expected to conduct their activities accordingly.

Exhibit A

Exhibit B

ADDENDUM TO OUTDOOR RECREATIONAL ACTIVITY LICENSE

This Addendum serves to amend that certain Outdoor Recreational Activity License Agreement dated (the "License"), between **Tensaw Land & Timber Company, Inc.** ("Licensor") and ("Licensee") as follows:

COGONGRASS. Cogongrass (*Imperata Cylindrica*), also known as "Jap Grass", is an invasive grass species that spreads underground and by seeds being blown around in the wind. It prevents the growth of other plants which serve as food for game such as whitetail deer, turkey, dove, squirrel and rabbit. It also creates a safety hazard for timber because it is highly flammable, burns very hot and readily and can cause severe damage to seedlings and timber plantations. LICENSEE is encouraged to identify and treat infected areas. The suggested treatment is an initial spraying with an herbicide containing Glyphosate (Roundup, Glypro, Accord) or Imazapyz (Arsenal, Arsenal AC and Chopper). A second application of the herbicide is suggested to fully eradicate the infestation.

LICENSEE is prohibited from disking, bush-hogging or otherwise moving dirt in any food plots or land containing cogongrass without first applying the above treatment process. In addition, all equipment, including, but not limited to, bush hogs, plows, disks, box blades, or four wheelers with attachments, must be cleaned prior to being brought onto LICENSOR's land so as not to spread cogongrass seeds to uninfected areas. For additional information on identifying cogongrass as well as additional treatment options, please see: <http://www.cogongrass.org/alabama/>

All terms and conditions of the License, except as herein amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have caused this Addendum to be executed by its duly authorized representatives on this the ____ day of _____, 20__.

LICENSOR:

TENSAW LAND & TIMBER COMPANY, INC.

By: _____

LICENSEE:

By: _____