

CROWN PINE LEASING, LLC

RECREATIONAL LICENSE AGREEMENT

Contract No: NX-7939

THIS RECREATIONAL LICENSE AGREEMENT ("License"), made this 2nd day of March, 2020, between **CROWN PINE LEASING, LLC** ("Licensor"), with a mailing address of c/o Forest Resource Consultants, Inc., 702 North Temple Drive, Diboll, Texas 75941, and **LEGACY HUNTING CLUB** ("Licensee"), having an address of c/o **Dennis Shook, 8823 Austin Thomas Dr, cypress, TX, 77433**.

WITNESSETH:

LICENSED PREMISES: For and in consideration of the license fee hereinafter set forth, and the covenants, conditions and obligations to be observed and performed by Licensee as set forth in this License, Licensor hereby grants to Licensee for the Term as defined below, a revocable license for hunting purposes and any other purpose contained herein only, on the following described property (the "Premises"), which Premises is more particularly described on Exhibit "A" attached hereto and hereby made a part hereof:

<u>License No:</u>	<u>Approximate Acres:</u>	<u>County/State</u>
NX-1947-1	1345.30	Angelina, TX

TO HAVE AND TO HOLD THE LICENSED PREMISES upon the terms and conditions set forth in this License.

Wherever the term "Licensee" or "Licensees" is used in this License, it shall mean **LEGACY HUNTING CLUB** and each of its members listed in the Member Roster on the hunting club's web page in HCM (the "Members"), and such Licensees acknowledge and agree that each one of them shall be jointly and severally liable for all obligations of Licensee and Licensees hereunder.

TERM: The term of this License shall be for a period of one year beginning on **July 01, 2020**, and ending at midnight on **June 30, 2023**, unless sooner terminated as hereinafter provided (the "Original Term"). The term of this License may be extended for up to two additional one-year periods (each, an "Extension Term" and collectively with the Original Term, the "Term") upon the mutual consent of Licensor and Licensee, which may be evidenced by Licensor sending an invoice to Licensee for the applicable Extension Term and Licensee paying the invoice by the due date set forth below.

FEES: Licensee shall pay to the Licensor the fee specified below **on or before** the following dates:

<u>Term</u>	<u>Date Due</u>	<u>Acre Rate</u>
Original Term:	June 1, 2020	\$8.25/Ac
Extension Terms:	June 1, 2021	\$8.50/Ac
	June 1, 2022	\$8.80/Ac

Licensee shall pay the License Fee by electronic ACH payment, a cashier's or certified check or money order made payable to **Crown Pine Leasing, LLC** by delivery to Licensor's Agent, Forest Resource Consultants, Inc., whose mailing address is 702 North Temple Dr., Diboll, TX, 75941. **If any payment of the License Fee by Licensee is returned due to non-sufficient funds in Licensee's account, Licensee shall be responsible and shall reimburse Licensor for any fees or charges incurred by Licensor.**

CROWN PINE LEASING, LLC

STANDARD CONDITIONS OF LICENSE AGREEMENT

1. Licensee shall ensure that the exercise of this License by all Licensees and their agents, contractors, employees, guests and invitees ("Licensee Parties") shall comply with all wildlife game and fish laws, statutes and regulations of the United States and the State in which the Premises are located and all other governmental laws, statutes and regulations.
2. Licensees and Licensee Parties will exercise due care to prevent, control and eliminate forest fires, will not cause or permit damage or injury to fences, crops, trees or equipment and will not commit, suffer or permit waste, damage or injury in or to the Premises. Licensees and Licensee Parties are only permitted to operate or ride all-terrain vehicles ("ATVs") on the Premises in connection with hunting activities and then in accordance with all applicable laws. Hunting activities include travel to and from deer stands, feeders, food plots, scouting expeditions, and looking for new deer stand locations. No Licensee or Licensee Party shall operate or ride any ATVs on the Premises for any other purpose without prior written permission from Licensor. In addition, clubs that have fishable waters are allowed to travel to and from fishing locations.
3. Licensees shall not operate vehicles under conditions and in areas where damage to roads or to the land may occur. Licensees shall be responsible for road maintenance costs arising from unreasonable use of or damage to Licensor's roads, ditches and gates.
4. Licensees shall pay an additional 10% of the Fee, up to a cap of \$500.00, if the full amount of the Fee has not been received by the payment due date. Licensor may immediately revoke and terminate this License and the rights and privileges of Licensees hereunder if the Fee is not received on the payment due date.
5. No commercial hunting or fishing activities or operations by Licensees or Licensee Parties shall be permitted on or from the Premises.
6. Licensees shall not sell, directly or indirectly, any hunting or fishing permit, or any other right or privilege hereunder or in the Premises, or assign any or all of the rights and privileges of Licensees granted hereunder without the prior consent of Licensor, which consent may be withheld by Licensor in its sole discretion. Licensor shall have the right, in its sole discretion, to sell, transfer or convey the Premises and the rights and privileges of Licensor under this License. Subject to the foregoing limitations, this License shall bind and inure to the benefit of Licensees and Licensor, and their respective heirs, successors and assigns.
7. At any time during the Term, Licensor shall have the right upon notice to Licensee to immediately revoke and terminate this License and the rights and privileges of Licensees hereunder. Licensee shall have the right upon thirty (30) days prior notice to Licensor to terminate this License. In the event of the termination of this License pursuant to this Section 7, Licensor agrees to refund to Licensee a prorated portion of the consideration paid hereunder by Licensee in an amount equal to the unused period of time from the date of the termination of the License to the end of the Term.
8. LICENSEE AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS LICENSOR, ITS AFFILIATES (AS DEFINED HEREIN), AND ALL OFFICERS, DIRECTORS, PARTNERS, MEMBERS, MANAGERS, EMPLOYEES, AND AGENTS OF LICENSOR OR OF ANY AFFILIATE (ALL OF THE FOREGOING ARE HEREINAFTER, SEPARATELY AND COLLECTIVELY, REFERRED TO AS "INDEMNITEE"), FROM AND AGAINST ALL CLAIMS, CAUSES OF ACTION, LOSSES, DAMAGES, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEY'S FEES, FOR DAMAGE TO ANY PROPERTY, OR FOR INJURIES TO OR SICKNESS OR DEATH OF ANY PERSON, CAUSED BY, ARISING OUT OF OR RELATED, DIRECTLY OR INDIRECTLY, TO THE USE OR ENJOYMENT OF THE PREMISES BY LICENSEE, ANY LICENSEE PARTY, OR ANY OTHER PERSON OR ENTITY, ON THE PREMISES UNDER THE AUTHORITY OR CONSENT OF LICENSEE. THIS INDEMNITY APPLIES EVEN THOUGH ANY SUCH DAMAGE, INJURY, SICKNESS OR DEATH IS CAUSED IN WHOLE OR IN PART BY ANY DEFECT IN OR CONDITION OF THE PREMISES OR ANY DEFECT IN OR CONDITION OF ANY AREA, FACILITIES, EQUIPMENT, TOOLS OR OTHER ITEMS WHICH MAY BE PROVIDED BY INDEMNITEE, AND WHETHER SUCH DEFECT OR CONDITION WAS KNOWN BY INDEMNITEE. THIS INDEMNITY APPLIES REGARDLESS OF WHETHER ANY SUCH DAMAGE, INJURY, SICKNESS OR DEATH IS CONTRIBUTED TO BY THE NEGLIGENCE OR FAULT OF INDEMNITEE, AND ALSO EVEN THOUGH INDEMNITEE IS STRICTLY LIABLE THEREFOR. FURTHERMORE, THIS INDEMNITY INCLUDES, BUT IS NOT LIMITED TO, ANY CLAIM OR ACTION FOR DAMAGES ON ACCOUNT OF INJURY TO OR ILLNESS OR DEATH OF A LICENSEE PARTY. UNDER THE PROVISIONS OF THIS INDEMNITY, LICENSEE IS AGREEING TO INDEMNIFY INDEMNITEE FROM INDEMNITEE'S OWN NEGLIGENCE OR FAULT, BUT THIS INDEMNITY SHALL NOT APPLY TO ANY SUCH DAMAGE, INJURY, SICKNESS OR DEATH WHICH WAS CAUSED BY THE SOLE NEGLIGENCE OR SOLE FAULT OF INDEMNITEE AND WHICH WAS NOT CAUSED IN PART BY

THE NEGLIGENCE OR FAULT OF LICENSEE, ANY LICENSEE PARTY, OR OF ANY OTHER PERSON OR ENTITY. IF REQUESTED TO DO SO BY INDEMNITEE, LICENSEE WILL ASSUME, WITHOUT EXPENSE TO THE INDEMNITEE, THE DEFENSE OF ANY SUCH CLAIMS OR ACTIONS AND WILL REIMBURSE INDEMNITEE FOR ALL EXPENSES (INCLUDING WITHOUT LIMITATION COURT COSTS AND ATTORNEY'S FEES) INCURRED IN INVESTIGATING, HANDLING AND DEFENDING AGAINST ANY SUCH CLAIM OR ACTION. THE TERM "AFFILIATE" AS USED HEREIN SHALL MEAN A CORPORATION OR OTHER ENTITY WHICH, DIRECTLY OR INDIRECTLY, CONTROLS, OR IS CONTROLLED BY OR IS UNDER COMMON CONTROL WITH LICENSOR.

9. At all times during the Term of this License, Licensor, at the cost and expense of Licensees, shall maintain a liability insurance policy specifically applicable to the Premises insuring Licensor and Licensees as their respective interest may appear. The liability insurance shall contain limits of no less than \$1,000,000 for bodily injury and/or property damage per each occurrence. The cost of this insurance is paid by Licensee under Licensor's blanket policy as a part of the License Fee on this tract; no additional payment is required. Licensees shall abide by any guest requirement established by the insurance company under the liability insurance policy and failure to do so shall automatically cancel this License at the time the guest requirement is violated. No provision herein with regard to insurance shall reduce or change the indemnity obligations in this License. The above provisions with respect to Licensor providing insurance are solely for the benefit of Licensee and Licensor and third parties shall have no rights under or by reason of such provisions. All Members of Licensee must be included in the HCM roster for Licensee.
10. Licensee may camp on the Premises. The number, size and location of campsites and duration of temporary structures, trailers and campers on the Premises shall be subject to prior written approval by Licensor. Trailers, vehicles and campers must be currently registered and display a current license tag. Installation of power lines, septic tanks and wells is strictly prohibited without prior written permission from Licensor.
11. Other than Licensees and the Licensee Parties, Licensees covenant and agree that no person whatsoever shall at any time be allowed on the Premises by Licensees or shall be permitted to exercise any right or privilege under this License. Other than Licensees, no Licensee Parties shall at any time be allowed on the Premises or shall be permitted to exercise any right or privilege under this License unless and until the Licensee Party executes and delivers to Licensor, or the Licensor's agent or other person designated by Licensor, a Release and Indemnity Agreement in favor of Licensor in the form attached hereto as **Exhibit "B"** Licensee shall ensure that any use of the Premises by an Licensee Party is in compliance with the terms of this License.
12. Licensees may post "No Trespassing" signs on the Premises. Posted signs shall be attached to trees using aluminum nails only. Nails or steel spikes may not be driven into trees for any other purpose. Licensees shall have the nonexclusive right to prosecute in accordance with law anyone trespassing on the Premises for hunting purposes. Licensor shall have no obligation to ensure quiet enjoyment of the Licensees nor shall Licensor be obligated to prosecute any trespassers on the Premises.
13. Licensees acknowledge that the grant of the Licensee hereunder shall not be deemed to convey to Licensees any interest, right or title in or to the Premises and that without the prior written consent of the Licensor, except as provided in Section 10, no structures of any kind or character shall be permitted at any time on any part or parts of the Premises, and, except as provided in Section 12, no nails or spikes or other objects shall be driven into or otherwise attached or fastened to any tree on Premises. Deer stands permanently attached to trees are prohibited. Deer stands must be at least 100 feet from the property line and face into the tract.
14. Hunting within 200 yards of any timber harvesting operation, work party, or private residence is prohibited.
15. Licensees shall not engage in any activity that will result in the disturbance of soil without the prior written permission of Licensor. With the prior written approval of Licensor, which approval may be withheld in the sole discretion of Licensor, Licensee may establish, at Licensee's sole cost and expense and in full compliance with all applicable laws, statutes, rules and regulations, wildlife food plots on the Premises for the sole purpose of attracting and feeding deer, turkeys and other wildlife. Licensor shall have the right to approve the location and size of each wildlife food plot and the species of plant to be planted in the plot area. Licensee covenants and agrees that neither the installation nor the maintenance of any wildlife food plot shall damage, destroy or otherwise adversely affect any trees or seedlings located on the Premises. Licensor may require Licensee to relocate any such wildlife food plots on the Premises at any time upon notice to Licensee. Any and all debris and garbage shall be removed by Licensees from the Premises prior to the end of the Term. Licensees will not dispose of any garbage or debris on the Premises. Licensees will promptly report to Licensor any garbage or debris disposed of on the Premises by others. Licensee shall dispose of all sewage and garbage in strict conformity with all county and state standards set by law and by any additional requirements set by Licensor and shall keep the Premises free from litter at all times.
16. Licensee hereby agrees that Licensee's use of the licensed Premises is subordinate and subject at any and

all times to any rights and privileges that Licensor, through its employees, agents, licensees, and invitees may care to exercise over said licensed Premises. Such use may conflict with or interfere with Licensee's use of the licensed Premises, and in each and every such instance, and also where no conflict exists, Licensor's activities shall in each and every case take precedence over Licensee's activities. Furthermore, Licensee understands that Licensor's activities, including forest management activities, are likely to occur during the hunting season and that no refund, compensation or reduction in any rent will be due from Licensor to Licensee because of Licensor's use of the licensed Premises for its ongoing forest management activities or otherwise, including the destruction of crops or other improvements located thereon. This License is made and accepted (i) without any representations or warranties of any kind by Licensor as to the title of the Premises; and (ii) subject to any and all existing easements, mortgages, reservations, liens, rights-of-way, contracts, leases (whether grazing, farming, oil, gas or minerals) or other liens, claims, encumbrances or servitudes now or hereafter affecting the Premises.

17. Licensor shall have the full free and absolute right and authority, by itself or its agents, contractors and employees, and others from time to time authorized by Licensor or its agents, contractors or employees, to go on, upon and over the Premises for any purpose or purposes including, but not limited to, planting, cutting, removing, protecting, caring for and dealing with any part or parts or all of Premises and neither Licensees nor anyone else shall have any right, power or privilege to prohibit, block or in any manner interfere with any road or route used or useful for or in connection with such road or route into, on or through the Premises. Neither Licensees nor the Licensee Parties shall have any right under this License to prevent any agent, contractors or employee of Licensor from traversing the Premises. Licensees shall have the right to prevent others from exercising the hunting and/or fishing rights granted herein. With the prior consent of Licensor, Licensees may install gates with locks to restrict access to the Premises via existing private roads on the Premises. Licensee will use and provide their own locks. Licensee is prohibited from installing cables, chains, etc. to restrict access to the Premises. Licensees must follow the guidelines set forth in the Recreational License Policies and Procedures that have been provided to Licensees in connection with the execution of this License.
18. It is expressly agreed and understood that any and all maps, drawings, photographs, sketches, or tracings of the Premises, or any part or parts thereof, may not be completely accurate, and Licensor shall have no liability as a result of any inaccuracies regarding the same.
19. Licensees shall keep, and shall cause all of the Licensee Parties to keep, the Premises free of all petroleum products, flammable explosives, radioactive materials, asbestos or material containing asbestos, polychlorinated biphenyl and/or any hazardous, toxic or dangerous waste, substance or material defined as such or as "Hazardous Substance" or any similar term under or pursuant to any federal, state or local statute, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning environmental matters. Licensees shall give Licensor prompt notice in the event Licensees become aware that any such substance has been released on the Premises.
20. In the event of a violation of the provisions of the License by Licensees or the Licensee Parties, Licensor may immediately terminate this License upon notice to Licensee, and Licensor may enter upon the Premises and take possession thereof without any further notice or penalty and without liability to Licensee for trespass, and may expel Licensee with or without process of law. In the event of such termination, Licensee shall not be entitled to any reimbursement of any fee paid. No failure to exercise such option and no waiver by Licensor of any right or privilege shall operate as a waiver of any right, option, power, or privilege as to any other, further, or future violation.
21. Except as expressly permitted herein, whenever any notice, demand, direction, guideline or instruction is required or permitted to be given under any provision of this License (or under any statute not expressly providing for a form of notice) such notice, demand, direction, guideline or instruction shall be in writing, signed by or on behalf of the person giving the same, and, unless otherwise agreed by the parties to such notice, shall be deemed to have been given to or received by the appropriate party as of the date on which it is personally or electronically delivered or, if mailed by first class mail, postage prepaid, on the fifth business day after the date of the postmark applied by the United States Postal Service, if mailed or delivered to the attention of a person duly authorized to receive such notice. Any such notice shall be delivered to:

TO LICENSOR:

Crown Pine Leasing, LLC
c/o Forest Resource Consultants, Inc.
702 North Temple Drive
Diboll, Texas 75941
Telephone: (936) 829-6300
Email: recreationalleases@frcleasing.com

with a copy to: Lesley Solomon, General Counsel
CatchMark Timber Trust, Inc.
Five Concourse Parkway, Suite 2650
Atlanta, Georgia 30328
Telephone: (404) 445-8236
Email: lesley.solomon@catchmark.com

TO LICENSEE: Dennis Shook
8823 Austin Thomas Dr
cypress, TX 77433
Telephone: 7138572529
Email: shookdennis@sbcglobal.net

22. This License (including the exhibits hereto) constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, supersedes all prior agreements between the parties hereto relating to the matters contained herein and may not be modified, waived or terminated orally and may only be amended by an agreement in writing signed by the parties hereto.
23. This License shall be administered, construed and enforced according to the laws of Texas.
24. The invalidity or unenforceability of any provision of this License shall not in any way affect the validity or enforceability of any other provision and this License shall be construed in all respects as if such invalid or unenforceable provision has never been in the License.
25. This License may be executed in any number of counterparts with the same effect as if all of the parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one agreement. All parties agree that facsimile or e-mail signatures shall be treated as, and the equivalent of, an original signature.
26. Licensee acknowledges and agrees that licensee is experienced in the licensing and utilization of properties similar to the premises and that licensee or licensee's representative has or has had the opportunity to have inspected the premises, including structures and improvements to its satisfaction. Licensee acknowledges that it is fully relying on licensee's (or licensee's representative's) inspection of the premises, structures and improvements and not upon any statements (oral or written) which may have been made or may be made (or purportedly made) by licensor or any of its representatives. Licensee acknowledges that licensee has (or licensee's representatives have) thoroughly inspected and examined the premises to the extent deemed necessary by licensee in order to enable licensee to evaluate the condition of the premises and all other aspects of the premises (including, but not limited to, the environmental condition of the premises), and licensee acknowledges that licensee is relying solely upon its own (or its representative's) inspection, examination and evaluation of the premises. As a material part of the consideration for this license, licensee hereby accepts the premises, structures and improvements, in its "as is" - "where is" condition and with all faults, if any, and without representations and warranties of any kind, express or implied, or arising by operation of law. Without limiting the generality of the foregoing, in connection with the license of the premises to licensee, licensor and licensor's officers, members, agents, directors, employees, managers, attorneys, contractors, representatives and affiliates ("licensor's related parties") have made no, and specifically disclaim, and licensee accepts that licensor and licensor's related parties have disclaimed, any and all representations, guarantees or warranties, express or implied, or arising by operation of law. The licensee hereby expressly assumes all risks, liabilities, claims, damages, and costs (and agrees that licensor shall not be liable for any special, direct, indirect, consequential, or other damages) on and after the date of this license resulting or arising from or related to the use, conditions, locations, maintenance, repair or operation of the premises. Licensee expressly waives (to the extent allowed by applicable law) any claims under federal law, state or other law that licensee might otherwise have against licensor relating to the use, characteristics or condition of the premises, and licensee unconditionally releases, discharges and forever holds harmless licensor and licensor's related parties from all costs, expenses, claims, causes of action, suits, damages and liabilities of every kind for which licensor and licensor's related parties might otherwise become liable by reason of any accidents, or injuries to or death of any persons, including licensee and licensee parties, or damage to property, or both, in any manner arising or resulting from, caused by, connected with or related to the presence of any such person or property upon the premises, regardless of how, where, or when such injury, death or damage occurs, even if caused by the negligence of licensor and licensor's related parties, or due to conditions on or defects in the premises, whether or not such defect or condition was known by licensor and licensor's related parties.
27. Licensee agrees to pay all taxes, levies and assessments upon all or any part of Licensee's interest herein should such interest be levied or assessed as a result of Licensee's actions or otherwise imposed by state or local governments relative to hunting, fishing, or other activity covered by this License.
28. If any provision of this License or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this License shall not be affected thereby, and each provision

of this License shall be valid and enforceable to the fullest extent permitted by law.

29. No waiver by any party of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by the other party of the same or any other provision. Either party's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of such party's express written consent to or approval of any subsequent act by the other party.

[Signatures set forth on following page.]

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this License as of the day and year first above written.

LICENSOR:

CROWN PINE LEASING, LLC

By: Crown Pine Leasing, LLC

By: _____

Name: _____

Title: Recreational Lease Manager

LICENSEE:

LEGACY HUNTING CLUB

By: _____
(Signature)

Print
Name: _____

Its: _____
(Must be an Officer of the Hunting Club or Main Contact Person)

EXHIBIT "A"

Legal Description / Map on Following Page

EXHIBIT "B"

Release and Indemnity Agreement

This Release and Indemnity Agreement is executed on _____, by _____ ("Releasor") in favor of Crown Pine Leasing, LLC ("Licensor") as Licensor under that certain Recreational License Agreement (the "License") dated _____, by and between the Licensor and the **Legacy Hunting Club**.

In consideration for being permitted to enter upon and participate in hunting activities upon the property of Licensor, as described in Exhibit "A" attached to the Hunting License (the "Premises"), I, _____, Releasor, for myself, my spouse, heirs, legal representatives, executors, administrators and assigns, hereby RELEASE, INDEMNIFY AND FOREVER DISCHARGE THE LICENSOR AND ITS SUCCESSORS, ASSIGNS, AGENTS, CONTRACTORS, EMPLOYEES AND/OR OTHERS AUTHORIZED BY THE LICENSOR TO GO OVER OR UPON THE PREMISES, OF AND FROM ANY AND EVERY CLAIM, DEMAND, ACTION OR RIGHT OF ACTION, OF WHATEVER KIND OR NATURE, EITHER IN LAW OR IN EQUITY ARISING FROM OR BY REASON OF DEATH, BODILY INJURY OR PERSONAL INJURIES KNOWN OR UNKNOWN, LOSS, OR PROPERTY DAMAGE RESULTING OR TO RESULT FROM MY PARTICIPATION IN HUNTING OR FISHING OR ANY ACTIVITIES IN CONNECTION WITH HUNTING OR FISHING, WHETHER SUCH CLAIM, DEATH, LOSS, INJURY OR DAMAGE IS CAUSED BY, OR ARISES OUT OF, THE NEGLIGENT ACT OR OMISSION OF THE LICENSOR OR ITS SUCCESSORS, ASSIGNS, AGENTS, CONTRACTORS OR EMPLOYEES, AND/OR THOSE AUTHORIZED BY LICENSOR TO GO OVER OR UPON THE PREMISES.

This Release and Indemnity Agreement contains the entire agreement between the parties hereto and the terms of this Release and Indemnity Agreement are contractual and not a mere recital.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THIS IS A RELEASE OF LIABILITY AND CONTRACT BETWEEN MYSELF AND LICENSOR, AND I HAVE SIGNED IT OF MY OWN FREE WILL.

IN WITNESS WHEREOF, Releasor has executed this Release and Indemnity Agreement as of the day and year first above written.

Releasor:

Signature: _____

Print

Name: _____

LICENSED ACRES: 1345.30

LICENSE NUMBER: NX-1947-1

