

**HUNTING AND RECREATIONAL SURFACE LEASE**

**BE IT KNOWN AND REMEMBERED**, that on the respective days and dates hereinafter mentioned, in the presence of the undersigned Notaries Public, duly commissioned and qualified in accordance with law, and in the presence of the undersigned competent witnesses, personally came and appeared the following, to-wit:

**CREST NATURAL RESOURCES, LLC**, a Limited Liability Company organized under the laws of the State of Delaware, domiciled in Rapides Parish, Louisiana, whose address for the purpose of this lease is P.O. Box 6115, Alexandria, Louisiana 71307, appearing herein by and through its undersigned and duly authorized representative, hereinafter referred to as "LESSOR"; and,

\_\_\_\_\_, a club organized under the laws of the State of **Louisiana**, and herein represented by \_\_\_\_\_, whose address is \_\_\_\_\_ hereinafter referred to as "LESSEE",

who, in the presence of the respective Notary Public and competent witnesses, did witnesseth the following to-wit:

**ARTICLE 1: LEASED PREMISES**

**1.1** Lessor leases to Lessee, for the purposes and terms hereinafter set forth, that certain tract or parcel of land situated in \_\_\_\_\_ Parish, State of \_\_\_\_\_, and generally located within:

Said tract being more particularly shown on a map marked Exhibit "A" attached hereto and made a part hereof, and containing in aggregate \_\_\_\_\_ acres, more or less, which said Tract or parcel of land is hereinafter referred to as "Leased Premises".

**1.2** Lessor grants this Act of Lease unto Lessee for the specific purpose of sport hunting, sport fishing and other recreational activities upon the leased premises, however such activities do not include, by way of illustration only, the following: commercial recreational developments of facilities, commercial camping activities, commercial fishing rights, non-hunting and fishing related vehicular activities, grazing rights, agricultural rights, or any rights to timber upon or minerals in or under said leased premises.

**1.3** Lessor does by these presents grant unto Lessee only such rights to the leased premises as Lessor may have, it being specifically agreed that this Lease is without warranty of title to the leased premises in Lessor, even for the return of any rental that has been paid by the Lessee unto Lessor during the term hereof.

**ARTICLE 2: TERM**

**2.1** The term of this Lease shall be a period of one (1) year beginning on \_\_\_\_\_, and shall end on \_\_\_\_\_, both dates inclusive, unless sooner terminated pursuant to the terms, provisions, and covenants of the Lease.

**2.2** Upon expiration, cancellation, and/or termination of this Lease, all rights granted hereunder shall cease and Lessee shall deliver unto Lessor possession of the leased premises. There shall be no reconduction of this Lease.

**ARTICLE 3: RENTAL**

<b>3.1 Total # Acres</b> _____ x \$ _____/ac	<b>Subtotal: \$</b> _____
<b>Total # of Camper trailers (for deer season only)</b> _____ x \$100	<b>Subtotal: \$</b> _____
<b>Total # Camp structure (all year round)</b> _____ x \$500	<b>Subtotal: \$</b> _____

**The rental for this lease is a TOTAL PAYMENT AMOUNT DUE: \$ \_\_\_\_\_**

Rental is payable in advance.

**3.2** Lessor does by these presents acknowledge receipt of the payment in full of the rental under this contract.

**ARTICLE 4: PERMITTED USES**

**4.1** Neither members nor guests of Lessee shall have any rights or privileges not specifically granted herein, and the rights herein granted are for hunting, fishing and related recreational activities only and shall not be construed to imply or grant any other rights or privileges for other uses of the Leased Premises. Lessee is expressly forbidden to charge members of the club more than each such member's pro rata proportion of the annual lease rental charged by Lessor for this Lease.

**ARTICLE 5: LESSEE'S DUTY TO INSPECT LEASED PREMISES**

**5.1** The Leased Premises are taken and accepted by Lessee in an "as is" condition. Lessee acknowledges that the Leased Premises are timberland, and Lessee takes and accepts the Leased Premises in its present condition. Lessee has inspected the leased Premises prior to the execution of this Lease.

**5.2** It is understood and agreed that Lessor is not warranting or guaranteeing the condition of the Leased Premises, nor its suitability for any purpose or purposes whatsoever, and that Lessor makes no warranty or representation as to whether or not there are or are not dangerous conditions existing upon the Leased Premises. Lessee assumes responsibility for the condition of the Leased Premises in connection with its use of the Leased Premises and acknowledges that Lessor is not liable for injury caused by any defect therein to the Lessee or anyone on the premises that derives his right to be thereon from the Lessee. Lessee's assumption of responsibility for the condition of the Leased Premises is a principal consideration to Lessor for making the Leased Premises available for the aforesaid purposes, and Lessee acknowledges that Lessor is not liable for injury caused by any defect of the Leased Premises to the Lessee or anyone on the Leased Premises who derives his right to be thereon from the Lessee, as provided by LSA-R.S. 9:3221.

**ARTICLE 6: INDEMNITY**

**6.1** Lessee shall hold harmless and unconditionally indemnify Lessor against and from all liability, costs, expenses, claims, demands, causes of action or damages which Lessor may, at any time, suffer or sustain or for which Lessor may become liable by reason of any injuries, deaths or damage to property, resulting from the use of the Leased Premises by Lessee, or Lessee's invitees, guests, agents or employees.

**6.2** Lessee agrees that should Lessor be sued due to any such injuries, deaths or property damage, in any manner arising or resulting from, caused by, connected with or related to activities under this Lease, the Lessor shall notify Lessee of such suit or suits, and Lessor, at its option, shall be entitled to tender the defense of such suit or suits to Lessee to be defended by Lessee at Lessee's cost, or, Lessor may itself defend such suits, in which case Lessee shall pay the expenses, including the attorney fees, incurred by Lessor in the defense of said suit or suits. In the event that any claimant in any such suit recovers a final judgment against Lessor, then Lessee shall be responsible for and pay all of such final judgment.

**6.3** Lessee agrees that all property of every kind and character which may be placed on the leased premises during the term hereof, whether said property is of Lessor or Lessee, shall be located on the leased premises at the sole risk of Lessee.

**ARTICLE 7: TRESPASSERS AND DESTRUCTION OF LESSOR'S PROPERTY**

**7.1** Lessee, during the term hereof shall protect the leased premises against trespassers, squatters, and poachers to the best of the Lessee's ability. Lessee shall report to Lessor, as soon as possible, any and all trespassing from others of whatever kind and nature upon the Leased Premises.

**7.2** Lessee shall not cut or damage any of the trees and timber on the Leased Premises, nor to suffer or permit the cutting or destruction of any timber thereon by any other person, nor use or permit to be used any downed timber without written consent of Lessor.

**7.3** Lessee shall use all reasonable means to protect the trees on the Leased Premises, to prevent the destruction of timber, fences and improvements of Lessor located on the Leased Premises and to repair and/or replace any improvements of Lessor damaged or destroyed by Lessee.

**7.4** Lessee further agrees to exercise its best efforts to prevent forest fires on the Leased Premises, to promptly extinguish any fires that may commence or take place on the Leased Premises or on lands in the vicinity thereof belonging to Lessor, and to report promptly to Lessor all fires that may take place upon the Leased Premises or in close proximity, in accordance with the provision of ARTICLE 19.

**ARTICLE 8: MEMBERSHIP LIST**

**8.1** At the time of execution of this Lease, Lessee shall furnish to Lessor a certified membership list containing an acceptance of the terms and conditions of this Act of Lease, which membership list, shall set forth the names, addresses, and telephone numbers of all persons authorized to enter on the leased premises and which membership list shall be signed by each and every party named therein. The membership list shall be substantially in the form attached to and made a part hereof and Lessee shall notify Lessor immediately upon any changes (additions or deletions) in the membership list so furnished, by certified mail or hand delivered to the Crest office.

8.2 Lessee shall provide unto Lessor on or before the effective date of the Act of Lease a copy of all articles, by-laws, agreements, rules and regulations, and in the event Lessee is a corporation or partnership, then Lessee shall provide to Lessor a certified copy of all Articles and Certificates over the seal of the Secretary of State and the Clerk of Court of the respective Parish/County where the property is situated. Additionally, Lessee shall provide Lessor any amendments or modifications of said documents.

8.3 Lessor retains the absolute right, with or without cause, to reject any listed individual by simply giving Lessee notice of rejection of a particular person. Once Lessor notifies Lessee of its rejection of any individual, Lessee must proceed immediately to terminate such rejected individual's right to hunt upon the Leased Premises and not permit such rejected individual to hunt or otherwise go upon the Leased Premises.

#### **ARTICLE 9: ALTERATIONS OF LEASE PREMISES**

9.1 No improvements of any kind, except as provided for in this Lease, shall be placed upon the Leased Premises by Lessee, nor shall Lessee in any manner alter the Leased Premises either by way of making improvements thereto or by altering existing improvements, without the prior written consent of Lessor.

9.2 At the expiration of the term, or any extended term or terms thereafter, or upon termination at any time of this Lease by Lessor for any reason, as herein provided, any fences or other improvements made to the Leased Premises by the Lessee shall remain as a part of the Leased Premises, and the title thereto shall vest absolutely in Lessor, its successors and assigns.

#### **ARTICLE 10: LESSEE'S TERMINATION RIGHTS**

10.1 This Lease may not be terminated or repudiated by Lessee unless Lessee shall actually vacate the Leased Premises and at that time duly execute and deliver to Lessor a notice in writing that Lessee is electing to terminate this Lease. Upon Lessee's termination of this Lease in the manner herein provided, Lessee shall not be entitled to a refund of any rental payments made hereunder. If, after the expiration of the term of this Lease or after the termination of this Lease for any other reason, Lessee remains or is in possession of the Leased Premises, or any part thereof, Lessor may, at its option, treat this Lease as in full force and effect and Lessee shall be held and considered to be in possession under the terms, provisions and conditions of this Lease.

#### **ARTICLE 11: LESSOR'S TERMINATION RIGHTS**

11.1 This Lease may be terminated by Lessor at any time, with or without cause, by giving Lessee thirty (30) days written notice of such termination, and Lessee shall vacate the Leased Premises within thirty (30) days after receipt of such written notice. However, as long as Lessee remains or is in possession of the Leased Premises, Lessee shall be deemed to be in possession under the terms and provisions hereof, as provided for in Paragraph 10.1 above. Furthermore, in the event Lessor, in its sole discretion, determines that Lessee, any members of Lessee or any individuals authorized to hunt upon the Leased Premises, have violated any of the terms and provision of this Lease, then Lessor may immediately terminate this Lease by giving Lessee notice of termination. This Lease shall immediately terminate upon Lessee's receipt of such notice of termination whereupon neither Lessee nor Lessee's members shall have any further rights hereunder.

#### **ARTICLE 12: COMPLIANCE WITH LAWS**

12.1 Lessee shall at all times abide by and obey all Parish/County, State, and Federal laws and regulations including hunting and fishing laws and regulations and Lessee shall be solely responsible for the conduct of Lessee's members and guests in connection with said hunting and fishing laws and regulations by Lessee, its members and/or guest. Any violations of the law or regulations of any governmental authority by Lessee, its members and/or guests shall give Lessor the right to immediately cancel this Act of Lease, upon written notice to Lessee and in the event of cancellation of said Lease due to violation of such laws or regulations by Lessee, its members or guests, no proration of the rent previously paid shall be made, but such prepaid rental shall be forfeited and retained by Lessor as liquidated damages and Lessee shall, upon receipt of such notice, immediately vacate and surrender unto Lessor possession of the leased premises. Lessee shall also pay any and all fees, if any, that Lessor and/or Lessee may be required to pay in connection with this Lease.

12.2 It is specifically agreed and understood that Lessee, during the term of this Lease, shall be directly responsible to keep the leased premises free and clean of all debris, refuse, trash, and waste upon the leased premises.

12.3 Lessee and each member of Lessee, by their signatures on this Lease or on the Membership Name and Address List with respect to this Lease or any Agreement to Extend Hunting and Recreational Lease agree that neither the members or any guest or invitees of Lessee or of any member will operate an ATV or motorized off-road vehicle as such described in Louisiana Revised Statute 9:2795.4 before first having become proficient in the use of such motorized off-road vehicle sufficient to engage safely in motorized off-road vehicle activity and without having first specifically read the following notice:

**"...WARNING Under Louisiana law, motorized off-road vehicle activity sponsor or motorized off-road vehicle professional is not liable for an injury to or the death of a participant in a motorized off-road vehicle activity resulting from the inherent risks of the motorized off-road vehicle activity, pursuant to R.S. 9:2795.4."**

Lessee and its members shall be fully responsible for determining that members and any guest have the ability to safely engage in motorized off-road vehicle activity and that they (members or guests) were specifically notified of and read in its entirety the above stated warning prior to the use of any ATV or the engaging of any motorized off-road vehicle activity on the leased premises.

#### **ARTICLE 13: INSURANCE**

13.1 Lessor currently keeps in force a commercial general liability insurance policy ("CGL Policy") written on an occurrence form with policy limits of one million dollars (\$1,000,000) per occurrence and aggregate. Lessor is Named Insured as Lessor, and Lessee (and other similarly situated lessees) will be a Named Insured as Lessee. Included in the rental set forth above is a pro rata portion of Lessor's cost to carry such insurance based on the number of acres under lease by Lessee compared to the total acres under recreational lease that are covered by the policy. Lessor shall not bear any of the cost of the CGL Policy.

13.2 We have been advised that the general liability insurance policy covers only the hunting club and its members. Guests are not covered. Family members are only covered if they are considered to be members under the bylaws or rules of your club. Make sure all family members are listed on club membership rolls regardless of the age of the family member. Guests will be covered only if your club bylaws or rules provide for a day membership and the guest is charged a fee for day membership. A copy of the general liability insurance policy is available on our website at [crestnaturalresources.com](http://crestnaturalresources.com)

13.3 In the event Lessor is no longer able to carry such CGL Policy, or chooses not to carry a CGL Policy, Lessee agrees to obtain a commercial general liability policy with policy limits of one million dollars (\$1,000,000) per occurrence and aggregate issued by an insurer carrying a minimum Best's Rating of A- VII or written with Lloyds of London. In such event, such insurance shall name Lessor as an additional insured against third party claims and Lessee will provide Lessor a certificate of insurance issued by the carrier setting forth the policy number, limits of coverage, the expiration date and providing for a thirty (30) day written notice to Lessor before the coverage is materially altered or terminated. Failure to provide the required insurance will be grounds for Lessor to terminate this Lease immediately upon written notice. Any such policy will require the insurer to waive, by endorsement of policy, all rights of subrogation against Lessor, and such waiver is to be evidenced on the Certificate of Insurance provided by the Lessee. However, the obtaining and maintaining of the required insurance coverage shall not bar Lessor from filing a claim against Lessee or its members.

#### **ARTICLE 14: LESSOR'S RETAINED RIGHTS**

14.1 Lessor reserves the right to clear, reforest, cultivate or farm all or any portion of the Leased Premises as it may, in its sole discretion, determine to be desirable. At the commencement of any such activities, Lessee shall have the option of either continuing this Lease as to the unaffected portion of the Leased Premises, or of terminating this Lease;

14.2 Lessee acknowledges that Lessor is presently utilizing the Leased Premises primarily for the growing and harvesting of timber, and Lessee shall in no manner interfere with Lessor's timber and accessory operations of those of Lessor's timber contractors on the Leased Premises, which operations may be conducted at any time, and from time to time, and Lessor reserves the right in its sole discretion at any time to perform all acts in conducting land improvement practices on the Leased Premises and to cut, saw and remove any and all timber, wood or growth of any kind upon any or all of the Leased Premises;

14.3 Lessor reserves the right, for the use and benefit of Lessor, and its agents, employees, successors, assigns and mineral lessees, to investigate, explore, prospect, drill and mine for and produce oil, gas and other minerals, to lay pipelines, to build tanks, power stations, telephone lines and other structures thereon, to produce, save, take care of, treat, transport, and own said products, and to dredge and maintain canals, construct roads and bridges, and to build houses for its employees, and in general, for all appliances, structures, equipment, servitudes and privileges which may be necessary for use or convenient to, or in connection with such operations, on the Leased Premises;

14.4 This Lease is also made subject to the rights of any present or future mineral owners or subleases and the owners of any existing servitude, subleases or any rights affecting the surface of the Leased Premises;

14.5 Lessor, its employees, licensees, agents and contractors, reserves and shall have the unrestricted right of ingress to and egress from the Leased Premises during the term of this lease at any time and for any reason it may deem necessary or desirable, without violation of any of the rights granted herein. Lessor further reserves the right to construct or grant to others the right to construct roads, pipelines, power lines, ditches, canals or any other improvements which Lessor deems advisable or necessary, and may execute all such instruments, including without limitation, rights of ways and servitudes which it deem necessary;

14.6 Lessor shall at all times have exclusive control over all structures, roads and improvements situated on the Leased Premises, and may from time to time construct additional roads and improvements on the Leased Premises, and may limit and regulate the use of any

such roads and improvements so added. Control of water levels in lakes or impoundments presently situated or subsequently built on the Leased Premises shall likewise be exclusively controlled by Lessor;

**14.7** Lessor may sell or assign, to third parties, all of any part of the Leased Premises without consent of Lessee, and upon such sale or assignment of all or part of the Leased Premises, this Lease shall terminate as to the portion of the Leased Premises sold or assigned and the purchaser thereof shall take free from the terms of this Lease; provided, however, that Lessor agrees to refund any unearned rental to Lessee as to the portion of the Leased Premises which is sold; and,

**14.8** Lessor reserves unto itself any other rights which it has to the Leased Premises which have not been specifically granted herein to Lessee. Should Lessor, or its agents, either enter and use the Leased Premises for the purpose of cutting or removing timber, for preventing or suppressing fires or for exploring for, drilling, mining, producing, saving and marketing minerals, Lessor reserves the right to make such opening in any fences constructed by Lessee that may be deemed convenient or desirable by Lessor for carrying on such operations. No such operations shall be deemed as diminishing the rights of Lessee hereunder, and Lessee waives all claims of damages to persons and property that may result therefrom. Failure of Lessor to exercise any of the rights it reserves shall not constitute a waiver thereof.

#### **ARTICLE 15: NAILS, SPIKES – DEER STANDS**

**15.1** No nails, spikes or metal objects shall be driven into trees or timber on the Leased Premises for any purpose whatsoever, except that trees may be used for posting purposes provided aluminum nails are used (maximum 4 nails per sign). Staple guns may be used to attach signs. Fences or cables may **NOT** be nailed to or attached to trees in any fashion.

**15.2** No deer stands shall be located within 150 yards of the boundary of the Leased Premises and Lessee shall prohibit its members and guest from shooting into open fields or pipeline/power line right-of-ways abutting or adjacent to the Leased Premises.

#### **ARTICLE 16: OFFENSIVE ACTIVITIES**

**16.1** Lessor reserves the right to deny access to the Leased Premises to any person or persons because of their drunkenness, carelessness with guns or archery equipment, trespassing on adjoining landowners, and/or the committing of acts which strain relations with adjoining landowners. In like manner, Lessor reserves the right to terminate this Lease in the event Lessee permits acts which hinder mineral, farming, or timber operations of Lessor or its Lessor or grantees, or activities which are objectionable, offensive, or cause embarrassment to Lessor or are detrimental to Lessor's interest. Failure of Lessee to expel or deny access to the Leased Premises to any person or persons after being notified to do so by Lessor or of Lessee to cease the aforesaid acts, shall result in the immediate termination of the Lease with forfeiture of all rent previously paid.

#### **ARTICLE 17: MINORS**

**17.1** All minors permitted by Lessee to use the Leased Premises shall be under the direct supervision of one of their parents (or guardian) and when children are present on the Leased Premises, their parents shall be fully responsible for their acts and safety and agree, together with Lessee, to indemnify, defend and hold harmless Lessor therefore, regardless of the nature of the cause of damage, whether property or personal injury, to themselves or others.

#### **ARTICLE 18: OBLIGATION TO INFORM**

**18.1** Lessee shall inform its members and guests of their obligations and responsibilities under this Lease by furnishing each member with a copy of this Lease and by posting a copy in a conspicuous place.

#### **ARTICLE 19: FIRE PROTECTION**

**19.1** Lessor shall exercise extreme care in order that forest fires be avoided and to aid in the prevention and suspension of any fires encountered on the Leased Premises, and shall promptly report to (a) Lessor, (b) the State Office of Forestry in the applicable parish/county, and (c) Sheriff's Department of the parish/county in which the fire is located, all known fires, all to the end that the mature and immature standing timber, vegetation and brush on the Leased Premises shall be protected and preserved for the future benefit and use of Lessor. Failure to give such notices of forest fires shall be grounds for immediate termination of this Lease and without Lessor giving the thirty (30) days notice as provided for in Article 11. If, at any time during the existence of this Lease, Lessor believes any extremely dangerous fire period exists, based solely, wholly or partially on advisories of State fire protection officials, Lessor may notify Lessee in writing to suspend the use of the Leased Premises and to temporarily vacate the same until said fire period has passed. Lessee shall neither start nor build any fires on the Leased Premises except in a fireplace in the main camp house, or in a cleared area in the immediate proximity to the main camp house. All such fires shall be observed at all times and completely extinguished at all times when such cannot be observed.

#### **ARTICLE 20: ROADS**

**20.1** Lessee shall not construct any road or roads upon the leased premises without having first obtained written consent from Lessor or Lessor's representative, and Lessee shall in no event damage or destroy any road or roads now located or to be located in the future on the leased premises.

**20.2** Lessee shall maintain and repair all existing, roads, bridges, and culverts as well as roads constructed by Lessee as above provided, in as good a condition as prevailing for an existing road at the beginning of this Lease.

**20.3** Lessee agrees that all vehicular travel on or across the leased premises shall be limited to established access roads or improved logging roads located thereon and that such vehicular travel is expressly prohibited in, on, over or across on which young timber stands have been established. The use of four-wheel drive and/or two-wheel drive and/or all-terrain vehicles in wet weather, ("Mud-Riding") resulting in excessive damage to roads is expressly prohibited. Normal pickup truck travel, both four-wheel drive and two-wheel drive is allowed. Logging roads which have been improved (ditched and/or water bars installed) are to be protected from damage. **If damage is caused by Lessee, members, and/or their guests to any improved access road or improved logging road and repairs are not performed in a timely manner by Lessee, Lessor reserves the right to repair such road damage at Lessee's expense.**

**20.4** Lessor shall not have any obligation or duty to maintain or repair any road on the Leased Premises, regardless of whether or not Lessor caused the damage to the road. Lessor shall have the absolute right to relocate any road on the Leased Premises.

#### **ARTICLE 21: POSTING, FENCING, AND IMPROVEMENTS**

**21.1** Lessee shall have the right to post the leased premises in accordance with applicable State and Parish/County laws and ordinances to insure Lessee's exclusive use of the Leased Premises for the limited purposes set forth in Article 4. In the event Lessee desires to erect exterior or boundary fences, such shall be done at the sole cost and expense of Lessee after prior approval of the type and location of such fencing by Lessor.

**21.2** Lessor shall not be responsible unto Lessee for keeping trespassers and/or any persons off the leased premises.

**21.3** Lessee, subject to the prior written authorization of Lessor, may erect other fences, signs, buildings, or other structures on the Leased Premises, provided, however, that the specifications for all additional fences and the size of all structures must be first approved by Lessor and shall be situated in the areas designated by Lessor; provided, however, that Lessee covenants and agrees that Lessee shall pay promptly when due, all bills for labor performed or materials, or both, furnished in connection with construction of any fence, building or structure on the Leased Premises free and clear of any and all claims whatsoever for which a lien or privilege might be exerted. Lessee agrees that all permanent improvements or alterations made to the Leased Premises shall become the property of Lessor at the termination of the Lease and Lessee shall not be entitled to any credit, reimbursement or payment for such improvements.

**21.4** Lessee agrees that any camping on the leased premises shall only be on those sites approved by Lessor, and such sites shall be maintained in a neat and orderly manner and kept free of litter trash, and other debris.

**21.5** Lessor, their employees, contractors, agents, and assigns may open any fences erected on the Leased Premises in order to gain ingress and egress from the Leased Premises, and in the event of such opening, Lessor shall replace or repair fencing so affected to its equal or better condition as of such time before opening.

**21.6** Lessor may require each club to restrict and control all points of access into the leased property. All gates and gaps must be locked with a chain and lock so that Lessor can place a lock in the chain. Also, there may be other landowners owning land behind the leased property who will be allowed to have a lock on the gates leading to their property, as well as pipeline and electric companies for their access to their right-of-ways.

**21.7** The location and size of all gates and gaps must be first approved in writing by Lessor and must be back away from public roads a sufficient distance to allow log trucks to easily make their turn onto the road. Gates must be at least sixteen (16) feet wide. The expense for gating Common Access Roads which are being used by more than one club for lease access should be shared equally between clubs using the road. Gating procedures of these types of roads should be worked out between the officials of the clubs involved. The quality of the gates and fencing used must be good enough to keep unauthorized people off the land.

**21.8** Lessee may not move any fences, gates or gaps on the Leased Premises without first obtaining written consent of the Lessor.

#### **ARTICLE 22: NON-ASSIGNABILITY**

**22.1** Lessee shall not assign or sublease this Lease or any part thereof. Any attempt to do so shall be grounds for immediate termination.

**22.2** It is specifically agreed and understood that in the event a majority of the members of Lessee, holding membership in Lessee at the time of the effective date of the primary term of this Lease, whether such membership is in the form of an individual interest in Lessee, a partnership interest in Lessee, or the ownership of corporate stock of Lessee or any other form of membership, should transfer or assign their membership in Lessee to any person, partnership, firm, or corporation, or other legal entity during the term of this Lease, without the prior written consent of Lessor this Lease shall be automatically terminated and voided.

**ARTICLE 23: NO WARRANTY BY LESSOR**

23.1 Lessor does not make any warranty of title with respect to the Leased Premises, and this Lease is subject to any restrictions, reservations, conditions, subleases, servitudes, rights-of-way or any other matters of record in the records of the Parish in which the Leased Premises are located, including any exception, reservation, or leasing of the oil, gas and other minerals, whether recorded or unrecorded.

**ARTICLE 24: NOTICE**

24.1 Any notice, demand or document required or permitted to be delivered by this Lease shall be deemed to be delivered when delivered personally or when deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the parties at their respective addresses set forth above on page 1.

24.2 The parties hereto and their respective successors legal representatives, and assigns, shall have the right from time to time and at any time change their respective addresses and each shall have the right to specify as its address or any other address within the United States of America by at least fifteen (15) written notice to the other party. Each party shall have the right to change such party's address for purposes of notice, by giving written notice to the other party in the manner set forth herein.

**ARTICLE 25: SPECIAL CONDITIONS**

25.1 It is specifically agreed by Lessee and Lessor that this lease may be cancelled by Lessor for any breach hereof by Lessee, or their guests, invitees, contractors, and/or agents, including but not limited to, for Lessee's failure to take proper precautions against fire hazards of Lessee's causing of excessive damage to roads or timber on the leased premises as determined in the sole discretion of Lessor. Notice of such breach and/or violation shall be deemed sufficient when addressed to and sent by certified mail to the party and addressed set forth below. Lessor shall have the right to retain all sums paid on account as liquidated damages and as penalty for violating the terms of the lease. Lessee may also be charged for repair of damages from improper care and use of roads, fire related damages and any other damages deemed to be the fault and responsibility of the Lessee.

25.2 Lessor is under no obligation to renew this Lease and any renewal shall be solely at the option of Lessor.

25.3 Lessee agrees to inform its members and guests of their obligations and responsibilities under this Lease by furnishing each member with a copy of this Lease and posting a copy in the main temporary camping facility.

25.4 Hunting, shooting, target practicing, and other activities facilitating the use of firearms of any type or archery equipment of any type shall be strictly prohibited within two hundred (200) feet of any public road or driveway and two hundred (200) feet from all boundaries of this lease as described in the lease or any subsequent amendment.

25.5 Food plot locations must be restricted to utility right-of-ways, fire lines, ditches, and unimproved logging roads and trails. **Food plots are PROHIBITED in planted, bedded or site prepared areas.**

25.6 **Hunting of deer with dogs is prohibited.** Trailing of wounded deer shall be permitted, provided the trailing dog or dogs are on a leash. Violation of this prohibition shall be grounds for terminating this Lease. Lessee agrees to inform all members and guests of this stipulation.

**ARTICLE 26: COURT OF JURISDICTION**

26.1 This lease should be deemed to have been made in and shall be construed pursuant to the laws of the State of Louisiana. Should a legal action result as to the terms of this lease, the court of jurisdiction shall be in Rapides Parish, State of Louisiana.

**THUS DONE AND PASSED** in the City of Pineville, Parish of Rapides, State of Louisiana, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in the presence of me, Notary and the undersigned competent witnesses after reading the whole.

WITNESSES:

**CREST NATURAL RESOURCES, LLC**

By: **David Grassi**  
Title: **President**

**THUS DONE AND PASSED** in the City of \_\_\_\_\_, Parish/County of \_\_\_\_\_, State of \_\_\_\_\_, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in the presence of me, Notary and the undersigned competent witnesses after reading the whole.

WITNESSES:

LESSEE: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Print Name

Print Name

\_\_\_\_\_

Print Name

\_\_\_\_\_  
Notary Public

**MEMBERSHIP LIST**

We, the undersigned members of \_\_\_\_\_, declare that we read the Hunting and Recreational Surface Lease with **CREST NATURAL RESOURCES, LLC**, and as part of the consideration for the grant of the rights and privileges therein set forth, during the period ending **June 30, 20** we do jointly and severally accept the same and shall exercise the rights and privileges there under subject to all the terms and conditions thereof, and agree to be bound, in so lido, for the performance of all obligations set forth in said Lease.

The President and Secretary certify the undersigned to be all members of Lessee and the signature of each to genuine signatures of the members.

This \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
HUNTING CLUB PRESIDENT  
Telephone Number \_\_\_\_\_

\_\_\_\_\_  
HUNTING CLUB SECRETARY  
Telephone Number \_\_\_\_\_

Name	Name	Name
Address	Address	Address
City/State/Zip	City/State/Zip	City/State/Zip
Telephone Number	Telephone Number	Telephone Number
Signature	Signature	Signature
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Address	Address	Address
City/State/Zip	City/State/Zip	City/State/Zip
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