

Dear Landowner,

Base Camp Leasing has been serving landowners for 25 years in promoting their properties through our marketplace of over 80,000 members across the United States. Our program is developed to professionally market properties and to achieve a top dollar return for the landowner. The Base Camp Leasing model is the most successful system in the country at doing this. With our professionally written and time-tested lease agreement along with a free industry leading \$5 million dollar liability policy, Base Camp Leasing takes the stress out of doing hunting leases on your own or by generating additional income from an unknown source.

If you are interested in this program, our local Base Camp Leasing agent can give you an estimate over the phone of the value of leasing the hunting rights to your property. Upon a commitment, the Base Camp Leasing agent will personally inspect the property and finalize the lease amount. Several factors are taken into consideration when analyzing your property, including location, quality of habitat, abundance and diversity of game, and much more.

Base Camp Leasing will take care of the entire process from start to finish including any negotiations that may arise. Our goal is to provide you with excellent service as well as peace of mind. With the Base Camp Leasing model, the landowner never pays a fee. The lessee (hunter) is required to pay the 25% commission for Base Camp Leasing's services.

Our Services:

- **\$5 million liability insurance policy** where insurer is legally obligated to defend you against any lawsuit, whether frivolous or with merit
- **80,000+ subscribing members** (hunters) creating an unmatched demand that generates maximum value for landowners
- · Upfront certified funds from hunter(s) for immediate payment to landowner
- · Professional written hunting license agreement
- · 2.5% automatic annual lease value inflation adjustment

Enclosed are sample copies of our license agreement along with the listing agreement between Base Camp Leasing and yourself. If you have any questions, please call us toll free at (866) 309-1507 or by email at info@basecampleasing.com.

Sincerely,





Chief Operating Officer Base Camp Leasing





POWERED BY THE AMERICAN LANDOWNER

LEARN ABOUT BASE CAMP LEASING

Base Camp Leasing was founded by Steve Meng, an

accomplished whitetail deer hunter and former grain industry professional. Personally experiencing discouragement in the lack of accessibility to private hunting property, Steve was motivated to develop a mutually beneficial business model to serve both landowners and hunters alike. Established in 1999, Base Camp Leasing has led the way in the hunting lease industry and continues to expand to new states every year. "Live the lifestyle", a core value of Base Camp Leasing, is one of the reasons for our growth and success. Our team understands the importance of landowners and the role they play in allowing hunters the ability to enjoy the resource of private hunting land. As a matter of fact, Base Camp Leasing is "**Powered by the American Landowner**", where we see first-hand the joy, memories, and smiles thousands of hunters experience by utilizing our service to find the right hunting lease property.

25 YEAR OF SERVING LANDOWNERS JUST LIKE YOU.

\$80,000,000+ TOTAL PAID TO LANDOWNERS.



6,500,000+ TOTAL ACRES OPENED FOR LEASING.

80,000+ TOTAL NUMBER OF SUBSCRIBING MEMBERS ACROSS THE U.S.A. \$276,000+ TOTAL DONATIONS/SUPPORT OF HUNTING CONSERVATION.

1/100 ON AVERAGE THERE IS 1 HUNTER PER 100 ACRES OF LAND.

WHY THOUSANDS OF LANDOWERS ARE USING BASE CAMP LEASING

MAXIMUM VALUE. MINIMAL RISK.

We are constantly in search of quality hunting land for lease. **Don't rule out your land because you might think it's not an optimum hunting lease, simply contact us to find out.** You'll be surprised to learn the monetary return that your property may hold for hunting. Many landowners are realizing the value of leasing hunting rights to their huntable land for an additional income stream and property security. Base Camp Leasing's marketplace of hunters is what truly drives the demand and what gets landowners the maximum value of their land. Our membership database creates the highest demand for hunting leases in the United States. With this competition, we are able to price leases corresponding, but fairly, with their demand. Base Camp Leasing is here to create as much benefit for the landowner as possible.

LEARN ABOUT LANDOWNER BENEFITS

OVER \$80,000,000+ PAID OUT TO LANDOWNERS

Many landowners are realizing the value of leasing hunting rights to their huntable land for an additional income stream and property security. You'll be surprised to learn the monetary return that your property may hold for hunting.



Professionally written hunting lease that includes a release of liability clause



Avoid dealing with feuds between parties that want to hunt your property for free



Receive upfront payment in full from your hunters



\$5 million liability insurance policy included for FREE



Hunter's wildlife management helps reduce crop damage



Decrease trespassing and poaching on your property



agement



Have the peace of mind knowing who is hunting your property



Have only premium hunters on your property

LANDOWNER REVIEWS

SEE WHAT OUR LANDOWNERS THINK ABOUT US

C

GOOGLE REVIEWS

OVER 84 REVIEWS | 4.3 STARS



Jackie | Kentucky

$\star\star\star\star\star$

The hunters on my land have been very respectful and I am happy to have them coming in again this fall. I would recommend this process to those interested in having hunters on their land, and as a source of extra income from your property.



Bradford | Missouri

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As a landowner, leasing land can be a stressful experience. Not knowing the hunters and not knowing if you're pricing the land accurately are two main stressors as a landowner. Base Camp took away all of the anxiety by listing and marketing the property, leasing it for a fair and competitive price, and vetting the hunters to ensure they were quality people. This was the easiest experience I've had and would highly recommend Base Camp leasing to a hunter or landowner.



Johnny | Michigan

$\star \star \star \star \star$

If you are a landowner and could use some extra income, Base Camp Leasing is a great opportunity to do so! My agent Andy was very informative and helpful throughout the whole process of signing up. I'd recommend giving them a trv!



Richard | Ohio



So far my experience with Base Camp Leasing has been Good. Joe, my Representative has been great to work with, he always calls me back and answers all my questions. The hunters that leased my property are good people, just doing what they enjoy."



I've been leasing land through Base Camp since they started business here in Indiana. It has made the whole process of managing hunting rights simple for me while generating nice extra income. The hunters who ended up leasing my properties have been very respectful.



Jeff | Kansas



G

I've been with Base Camp five years. Have had absolutely wonderful leasers on my property every year. Our Agent with Base Camp is great to work with.

FREQUENTLY ASKED QUESTIONS LET US QUICKLY ANSWER SOME COMMON QUESTIONS

» HOW IS THE PRICE DETERMINED ON A PROPERTY?

Pricing for a lease is determined by the leasing agent for the territory. Their experience and knowledge of the going rate is how they determine a quote for a property. Many factors will be taken into consideration when an agent is determining the price. This includes, the amount of timber, age of the timber, food sources, water, terrain, and population of game in the area.

» WHO SETS THE NUMBER OF HUNTERS FOR A PROPERTY?

The leasing agent will suggest the number of hunters that could comfortably hunt a given property. Limiting the number of hunters provides a better experience for the hunters and ensure the property isn't being over hunted with too many people having access.

» DO I GET TO MEET THE HUNTERS ON MY PROPERTY?

Once the property is leased you will receive the hunter's contact information. You will be able to reach out to them at any time during the lease.

» IS THERE ANY OUT-OF-POCKET COST TO THE LANDOWNER?

Leasing a property through Base Camp leasing doesn't cost a landowner anything. Base Camp Leasing gets paid for our services in the form of commission once a property is leased.

» WHO IS RESPONSIBLE FOR POSTING THE PROPERTY?

The hunters who lease the property are responsible for making sure the property is posted properly to prevent unwanted trespassing on the property.

» CAN I STILL ACCESS MY PROPERTY AFTER IT IS LEASED?

The property still belongs to you. You are allowed full access to the property even during a lease. We just ask landowners to be mindful of when hunters are on the property. They are paying a premium price to hunt your property and deserve to have as few interruptions as possible.

» CAN THE HUNTERS BRING GUESTS ON MY PROPERTY?

No, all hunters who will have access to a property must be listed on the lease. Anyone who accesses the property and is not listed on the lease will be considered trespassing.

» HOW IS TRESPASSING HANDLED ON A PROPERTY?

The hunters are responsible for protecting the property from trespassers. They are responsible for posting the property and monitoring it. On the majority of our leases through Base Camp Leasing, hunters have the authority to press charges against anyone who is caught trespassing on the property. This provides a hands-off approach for the landowner as they are not bothered with handling trespassing issues.

OUR BYLAWS

PROUDLY SERVING LANDOWNERS AND HUNTERS SINCE 1999

We expect only responsible and ethical sportsmen to use Base Camp Leasing's services and we are proud to offer this service to them. All hunters that lease hunting rights through Base Camp Leasing are required to purchase a Base Camp Hunt Club Membership. A Base Camp Hunt Club Membership includes a \$5,000,000 liability insurance policy that covers all hunters leasing the property and their guests, thereby providing additional peace of mind for landowners and hunters. In addition to abiding by local laws and regulations, Hunt Club Members must agree to abide by the bylaws listed below.

- » To abide by any and all state, federal and local hunting regulations, including any quotas prescribed by lessor.
- » To maintain proper safety procedures regarding firearms, including but not limited to, ensuring that all firearms are unloaded while in vehicles and in vicinity of all buildings.
- » To maintain proper vigilance aimed at preventing fires or damage by other means to the real estate, and to immediately report any wildfires that may occur on the real estate to lessor.
- » To ensure that vehicles are driven only on established roads and that all gates are left as originally found.
- » To wear a safety helmet while riding ATVs, which are only allowed for hunting purposes. NO recreational riding is allowed.
- » To maintain a no hunting or shooting zone within 100 yards of any occupied building and around all other designated areas.
- » To remove all personal property or structures placed or constructed by lessee upon the leased area at termination of this lease unless the lessor has provided prior written consent to leave any or all such property.
- » To repair any damages caused to the real estate and to return the real estate and property to the lessor in the same condition that existed upon commencement of the lease. Any clearing of underbrush must be done in a manner so as not to damage any trees or crops that have been planted.
- » To in no way hinder farming or damage crop production.
- » To use only tree stands or blinds that do not damage the trees. Stands or blinds are to be removed at the end of the lease period. NO permanent tree stands are permitted without express permission from the landowner. The use of spikes, screw-in tree steps, or other penetrating devices is not allowed.
- » To be tethered with proper safety gear while hunting from an elevated stand. To not enter upon any neighboring land or hunt on any real estate not described herein.
- » To not sublease the real estate, nor shall lessee grant permission to anyone who is not a part of this lease or a member of the hunting group to hunt or otherwise use the real estate. To keep the real estate free of litter at all times.

HUNTING RIGHTS LICENSE AND INDEMNITY AGREEMENT (Property ####)

This Hunting Rights License and Indemnity Agreement ("Agreement") is made and entered into as of the **Day of Month**, **Year**, by and between **Joe Farmer** (as "Licensor"), and the following individual or group of individuals **Hunter Smith** (singularly or collectively referred to as "Licensee"). This Agreement has been exclusively facilitated by Base Camp Leasing (BCL) as the exclusive Licensing Agent.

WITNESSETH

Subject to the terms and conditions set forth in this Agreement, Licensor does hereby grant to Licensee the exclusive license and right to use the Burdened Premises, ("Premises") for recreational, non-commercial hunting of only the following game species with the following weapons:

All game species with all legal firearm and archery equipment for the state of **STATE**, as may be found upon and harvested from the following License Area:

Legal description of property inserted here:

Licensee's rights hereunder shall constitute a mere license and shall not be construed as a grant, sale, transfer, lease, profit à prendre, or other disposition of any interest in the Premises. Licensee's exercise of any rights hereunder is permissive only and in no sense adverse to the title, ownership and possession of the Premises by Licensor. It is understood that the rights and privileges granted herein are not assignable without the express written consent of the Licensor. This License is strictly limited to the use of the Premises for the activities described herein, and notwithstanding anything contained herein to the contrary, the Licensee has no other rights to the use of the "Premises".

Section I – Term

1. The initial term of this Agreement shall be for a period from Month, Day, Year to Month, Day, Year.

Section II - Licensee

1. The Licensee agrees:

To pay Licensor the sum of **\$**{**{Cost}**} as consideration for the use of the Premises for the initial term. If Licensee desires to renew, at Licensor's discretion, the License for an additional one (1) year term, Licensee shall notify Base Camp Leasing ("Licensing Agent") in writing at least thirty (30) days prior to the expiration of the initial term and shall pay such sum to Base Camp Leasing, not later than two weeks prior to the expiration of the current term. Failure to pay such sum within the time constraints herein imposed releases the Licensor and Licensing Agent from performance of this License and Licensor, through the License Agreement, up to a maximum of a 5% increase will be added to the annual renewal amount due. Annual renewal amounts may be adjusted for other reasons.

a. To not sublicense the Premises, nor shall Licensee grant permission to anyone who is not a party to this Agreement or a member of the Hunting Group to hunt or otherwise use the Premises. For purposes of this Agreement, the Hunting Group shall be defined as the Licensee, which can consist of up to **number** (#) individuals. Licensee and all members of the Hunting Group shall execute this Agreement prior to acquiring any rights hereunder (including but not limited to entry onto the premises) and Licensee shall be responsible to ensure all such persons execute this Agreement or Licensee shall be subject to immediate termination of this Agreement and all rights hereunder, including but not limited to, forfeiture of all sums paid hereunder without recourse, upon written notice to Licensee.

- b. To abide by any and all State, Federal and local hunting regulations, including any quotas prescribed by Licensor. Failure to follow said regulations, by Licensee or other member of the Hunting Group may, at Licensor's option, cause immediate cancellation of the Agreement as to that Licensee or to all Licensees (at Licensor's sole discretion) and without refund of all fees paid or any portion of the Deposit.
- c. To maintain proper safety procedures regarding firearms, including but not limited to, ensuring that all firearms are unloaded while in vehicles and in vicinity of all buildings.
- d. To maintain proper vigilance aimed at preventing fires or damage by other means to the Premises, and to immediately report any wildfires that may occur on the Premises to Licensor.
- e. To ensure that vehicles are driven only on established roads and that all gates are left as originally found.
- f. To maintain a no hunting or shooting zone within 100 yards of any occupied building and around all other designated areas. Local or state minimum regulated distances will supersede this distance if more than 100 yards.
- g. To remove all personal property or structures placed or constructed by Licensee upon the Premises at termination of this Agreement unless the Licensor has provided prior written consent to leave any or all such property. Personal property and/or structures shall become possession of the licensor at the end of the term of this agreement. Nothing in this paragraph shall be construed as granting Licensee the right to place or construct any structure on the Premises.
- h. To repair any damage caused to the Premises and to return the Premises to the Licensor in the same condition that existed upon commencement of the Agreement. Any clearing of underbrush must be done in a manner so as not to damage any trees or crops that have been planted.
- i. To in no way hinder farming or damage crop production.
- j. Licensee is responsible and will pay for all damages caused by such Licensee and his or her guests.
- k. To not enter upon any neighboring land or hunt on any land not described herein.
- 1. To keep the Premises free of litter at all times.
- m. That Base Camp Leasing is a third party beneficiary and exclusive Licensing Agent of this Agreement and any attempt to negotiate a new or revised Agreement with Licensor upon expiration or earlier termination of this Agreement, without the inclusion of Licensing Agent as a third party beneficiary will result in legal action taken against those parties. Any new Agreement entered into by Licensee, his agents, representatives, successors, affiliates or subsidiaries, with Licensor but without inclusion of Licensing Agent, will result in significant and unascertainable damages to Licensing Agent; therefore, in such event, Licensee shall pay Licensing Agent, as liquidated damages, a sum equal to Two Hundred Fifty percent (250%) of the total consideration payable under this Agreement. Licensee agrees to pay such sum within five (5) days of the commencement of the new Agreement. Licensee shall also pay Licensing Agent's attorney fees and costs incurred to enforce payment and/or compliance.
- n. Licensee agrees that failure to abide by the terms and stipulations above or any of the attached amendments by any person present on the premise area under this agreement will constitute cause for the forfeiture of all hunting rights, deposits and fees.
- o. Licensee agrees that should its failure to abide by the terms and stipulations above or any of the attached amendments result in the Licensor terminating his/her relationship with Base Camp Leasing then Licensee shall be responsible for paying two (2) years worth of the commission that is earned by Base Camp Leasing according to this Agreement.
- p. Licensee agrees that should Licensor sell the Premises the hunting license shall terminate. In the event, Licensor sells the Premises the Hunting License does not transfer to the new owner.
- 2. The Licensee has chosen of his or her own free will to go hunting on the Premises, and realizes there are inherent dangers from the sport of hunting, including but not limited to, danger from other hunters, the inherent danger of injury from the presence or use of firearms, and other dangers of any nature whatsoever, including dangers to bodily injury or damage which may occur (such as, but not limited to, the use of hunting, hives, axes, arrows, traveling by vehicle over rough terrain, getting into and out of deer stands for hunting), and the risk of such injury or damage caused by other hunters. Licensee agrees at all times to use extreme caution and care in protecting himself or herself, his or her property, and others and their property, from accident, damage or bodily injury which may result from any such risk.
- 3. Anything (including buildings, blinds, feeders, construction materials, trailers, etc.) left on the Premises after the expiration or cancelation of this non-renewed agreement becomes the property of the Licensor. If the Licensor incurs any expense to remove such items from the Premises, the expenses will be billed and paid by the Licensee.
- 4. It is mutually agreed that failure to abide by the terms and stipulations above by any Licensee or member of the Hunting Group constitutes a material breach of this Agreement and may result in the forfeiture of all hunting rights, deposits and fees.

Section III- Licensor

Licensor hereby agrees:

- a. To provide the Licensee with hunting rights on the Premises during the term of this Agreement, subject to the conditions and restrictions provided herein.
- b. To not license to or give any other individual(s) permission to access for recreation, occupy for recreation, or use for recreation purposes, or hunt on the Premises during the term of this Agreement. This does not restrict the licensor or the licensor's agent from farming, harvesting timber or firewood, conducting mineral exploration, or general maintenance of the Premises.
- c. That Base Camp Leasing is a third party beneficiary and exclusive Licensing Agent of this Agreement and any attempt by Licensor to negotiate a new or revised Hunting Rights License with any Licensee or party of the Licensee, upon expiration or earlier termination of this Agreement, without the inclusion of Licensing Agent as a third party beneficiary, will not release Licensee or Licensor of the compensation due Licensing Agent.
- d. Licensor does hereby appoint and designate Licensee as Licensor's true and lawful attorney-in-fact for the limited purpose or prosecuting claims for trespass on the Premises which affect Licensee's hunting rights. This appointment shall terminate upon the expiration or earlier termination of this agreement. Licensor agrees to indemnify and hold harmless any person who, in good faith, acts under this limited appointment in reliance thereupon, without actual knowing of its revocation.
- e. <u>Sale of Property</u>. The hunting license agreement is non-transferable. If the property is sold in a bona fide arms-length transaction during the term of an existing license, licensor must submit to licensee a refund up to the full amount in immediately available funds, for all sums paid by licensee or less the amount of in season hunting time that has elapsed, including but not limited to, the commission paid to Licensing Agent. This refund will be determined by Base Camp Leasing the exclusive licensing agent.

Section IV - Release and Indemnification

As further consideration for the rights and privileges granted herein, Licensee agrees to the following:

- 1. It is understood that the Premises consists of mostly undeveloped and untamed land, and the Licensee has had an opportunity to inspect the Premises and accepts the Premises in an "as is" condition and further, the Licensee understands that hunting is a dangerous activity and that there may be hazards (known and unknown, hidden and observable), including but not limited to, dangers such as holes, cracks or openings in the earth, fence wire, snakes, wells, swamps, brush and other growth, ponds, harmful plants, wild or poisonous animals, insects, bats, unauthorized or careless persons on the land, other hunters, or other risks that may be dangerous and cause injury and/or death and that Licensee assumes all such risks as his/her own responsibility, without liability to or recourse against the Licensor, Licensor's Agent or their agents, officers, directors, employees, assignees and heirs.
- 2. Licensee recognizes the inherent dangers associated with hunting, both natural and human-created. Licensee recognizes that accidents involving firearms, ammunition, falling trees, and animals and various other dangers may forcibly occur on the Premises. Licensee acknowledges his/her recognition of these dangers and the possible existence of dangerous physical conditions upon the Premises. With the aforementioned recognitions in mind, Licensee agrees to indemnify and hold harmless Licensor and all of his/her family, servants, employees and agents from all claims, suits, losses, personal injuries, deaths, property liability and all other liability resulting directly or indirectly from or on account of hunting activities engaged in by Licensee or Licensee's guests on the Premises. Obligations to indemnify extend to the reimbursement of Licensor for all expenses and suits including but not limited to, judgments, attorneys' fees and court costs.
- 3. That although Licensor may have a greater knowledge of the Premises than Licensee, that it is impracticable and virtually impossible for Licensor to list and/or to physically show Licensee each and every potential hazard on the

Premises and Licensee enters onto said Premises despite same and at Licensee's own risk and without liability to Licensor, Licensor's Agent or their agents, officers, directors, employees, assignees and heirs.

4. To forever release, defend, indemnify, and hold harmless Licensor and Licensor's Agent, their agents, officers, directors, employees, assigns and heirs, from and against any and all liability, claims, fines, settlements, damages, demands, suits or causes of action of whatsoever nature, including but not limited to reasonable attorney's fees, arising out of bodily injury to, illness or death of any person, including Licensee or other member of the Hunting Group, damage to property of any person, legal entity, or third party, in any occurrence incident to or arising out of or relating to this Agreement or any activities occurring upon the Premises, whether by Licensee or otherwise; the performance or non-performance by Licensee of its obligations hereunder; a breach of any term, provision or warranty contained in this Agreement; or any violation of any laws, regulations or ordinances related to Licensee's obligations or performance hereunder.

Section V - Miscellaneous

- 1. This license shall be deemed to have been executed in Indiana, and all rights and obligations hereunder shall be governed by the laws of the State of Indiana, excluding its choice-of-laws principles. If any provision in this License is deemed unenforceable or illegal by a court of competent jurisdiction, then the offending words will be stricken and all remaining provisions shall remain in full force and effect. Licensee and Licensor agree to irrevocably and unconditionally (a) consent and submit to the exclusive jurisdiction of the state courts located in Hamilton County, State of Indiana (the "Hamilton County State Courts") for any actions, suits or proceedings arising out of or relating to this License, (b) waives any objection to the laying of venue of any such litigation in the Hamilton County State Courts and waives any right to and agrees not to plead or claim in any Hamilton County State Courts that such litigation brought therein has been brought therein has been brought in any inconvenient forum or improper venue. Regardless of Licensee and Licensor's present or future residence or domicile, Licensor and Licensee hereto irrevocably and unconditionally confirm and agree that they are and shall continue to be subject to the exclusive personal jurisdiction of and venue in, the Hamilton County State Courts.
- 2. The parties to this agreement irrevocably and unconditionally waive the right they may have to a trial by jury in respect to any litigation directly or indirectly arising or relating to this License or the transactions contemplated by this Agreement.
- 3. In the event that any action is filed in relation to this Agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all other sums that either party may be called on to pay, a reasonable sum for the successful party's attorneys' fees.
- 4. Either party's failure to complain of any act or omission on the part of the other party, no matter how long same may continue, shall not be deemed a waiver by such party of any of its rights hereunder. No waiver by either party at any time, express or implied, of any breach of any provision of this Agreement shall be deemed a waiver or a breach of any other provisions of this Agreement or a consent to any subsequent breach of the same or any other provision.
- 5. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns.
- 6. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.
- 7. The titles to the paragraphs of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.
- 8. This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.
- 9. Any notice provided for or concerning this Agreement shall be in writing and be deemed sufficiently given when sent by certified mail or registered mail to the respective address of each party as set forth in this Agreement.
- 10. The rights of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.
- 11. If any provision of this Agreement shall be held to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby, and each remaining provision shall be valid and enforceable to the fullest extent permitted by law.
- 12. This Agreement shall be construed under and in accordance with the laws of the state in which a majority of the Premises is located.

SIGNATURE PAGE TO HUNTING RIGHTS LICENSE AND INDEMNITY AGREEMENT Property

The undersigned Licensee acknowledges that he or she has read this entire Agreement, including the release and indemnification provisions, and has had ample opportunity to review this Agreement with an attorney, and is signing this Agreement voluntarily, without duress, and by signature hereby accepts and agrees, jointly and severally, to all of the provisions of this Agreement contained herein.

Licensee/Hunters: You will be notified by email when payment has been received inviting you to log in to your account and digitally sign the agreement and add other hunters. You do not need to return this page.

Licensee (Primary Hunter) plus other authorized hunters can total no more than (#).

All people who access the property, for hunting or not, are required to be on the agreement. If you plan to bring friends or family of any age on the property, they **count** towards the maximum number of hunters allowed and must be on the lease agreement. If they aren't listed, they are trespassers and not covered by the liability insurance.

Signed			
Printed	Member First name Last name	Name	
Address	Member Address	Address	
Address	Member City, State Zip	Address	
Email	Member Email	Email	
Phone	Member Phone	Phone	
Date		Date	
Name		Name	
Address		Address	
Address		Address	
Email		Email	
Phone		Phone	
Date		Date	
Name		Name	
Address		Address	
Address		Address	
Email		Email	
Phone		Phone	
Date		Date	
Licensor	(Landowner)	Licensing A	Agent
Signed		Signed _	
Printed		Printed	Nathan Mrnak, COO
Address		Address	10412 Allisonville Road Suite 108
Address		Address	Fishers, IN 46038
Email		Email	info@basecampleasing.com
Phone		Phone	866-309-1507
Date		Date _	

EXCLUSIVE AGENCY AGREEMENT FOR LICENSING OF EXCLUSIVE HUNTING/FISHING PRIVILEGES ONLY

Т	his Exclus	sive A	gency A	greemer	nt ("Agre	ement")	is ma	de ef	fective _			,	by and betw	een	Base C	amp
Leasing w	ith a prind	cipal :	address	of 1041	2 Allisor	ville Rd,	Ste.	108,	Fishers	, IN 46	6038 (he	ereina	fter referred	to as	s "Licen	ising
Agent"),	and										with	а	principal	ad	ldress	of
											(he	reinat	ter referred	to as	"Licens	or").

Property"):

following terms and conditions. To be marketed at \$______for ______hunters. At each renewal of the License Agreement, up to a maximum of a 5.0% increase will be added to the annual renewal amount due. Annual renewal amounts may be adjusted for other reasons.

Section I - Obligations of Licensing Agent. Licensing Agent shall undertake to find a licensee for hunting rights on the abovedescribed property to enter into a Hunting License and Indemnity Agreement with Licensor for one year period(s) under terms and conditions substantially the same as those set forth in the "Hunting License and Indemnity Agreement". Specifically, Licensing Agent shall (1) include the property with the other marketed properties maintained by Licensing Agent and (2) notify Licensor promptly of prospective licensees. Licensing Agent shall pursue these duties and obligations with diligence; however, Licensor understands that this Agreement does not guarantee the license of the hunting rights. Licensing Agent shall maintain a five-million dollar liability policy naming the licensor as an additional insured during term of agreement.

<u>Section II - Licensing Agent's Commission</u>. Licensing Agent shall receive a commission of twenty-five percent (25%) of the license rate for the first year and twenty-five percent (25%) of the license rate for each annual renewal. Base Camp Leasing will send a check to Licensor for 75% of the license price upon receipt of payment from licensees.

<u>Section III - Type of Agreement</u>. This agreement is and shall be considered by the parties to be an exclusive marketing agreement and Licensing Agent's right to a commission will arise upon the license of the hunting rights to a licensee who is procured by any person, including Licensor.

Section IV - Term of Agreement.

A. <u>Term and Renewal</u>. The rights and obligations created by this Agreement shall commence on the effective date set forth above and continue until written notice of cancellation is given and accepted as set forth herein.

<u>Required Notice</u>. This Agreement may not be cancelled or modified for the first 120 days after the effective date as set forth above except by mutual written agreement of the parties. After 120 days, Licensor may cancel or modify the unlicensed portion of this agreement immediately upon written notice to Licensing Agent.

- a) The licensed portion of this Agreement may be cancelled or modified only upon **60 days** prior written notice specifying the modification or cancellation terms. If 60 days prior written notice is not provided the licensing agent shall be immediately due one year of the licensing agent's commission.
- b) Modifications may include, but are not limited to, the price and terms of the license being offered; provided however, if licensor refuses or fails to fully execute an agreement on the marketing terms, Licensing Agent shall be immediately due one year of licensing agent's commission.
- B. <u>Sale of Property</u>. This agreement and the hunting license agreement is non-transferable. If the property is sold in a bona fide arms-length transaction during the term of an existing license, licensor must submit to licensee a full refund, in good, sufficient and immediately available funds, for all sums paid by licensee, including but not limited to, the commission paid to Licensing Agent.

Section V - Licensor's Covenant to License

- A. Licensor warrants that Licensor has full power and authority to execute and agree to this Agreement and to perform its obligations hereunder and that Licensor's authorization, execution, delivery, and performance of this Agreement is not in violation of or does not conflict with any other agreement to which Licensor is a party or by which it is bound.
- B. Licensing Agent is authorized to access the property at all reasonable times, to show the Premises to prospective licensees, and to use pictures for promotional purposes.
- C. Licensor grants to Licensing Agent the sole and exclusive right to publish any and all descriptive information

subject to the

about the Premises including but not limited to text, video, audio, photographic and electronic descriptions. Licensor authorizes Licensing Agent to take photographs of the Premises and have such photographs digitized, reproduced, published, transmitted and disseminated and displayed in any form or manner necessary to aid in the licensing of the hunting rights. Licensor hereby waives, acquits and forever releases Licensing Agent, its officers, directors, employees and representatives from any responsibility or liability concerning any of the forementioned items.

- D. Licensor understands that the information provided to Licensing Agent by Licensor will be used to advertise the hunting license to the public and it is essential that this information be accurate.
- E. Licensor understands and agrees that procurement of a ready, willing, and able licensee by Licensing Agent will entitle Licensing Agent to the commission specified in this Agreement.
- F. Licensor understands and agrees that all licensees originated by Licensing Agent, their identities as potential, present or future licensees, and their information in conjunction with any current or future agreement all constitute confidential information, proprietary property and trade secrets of Licensing Agent that are subject to legal protections. Any agreement, written or oral, that conveys hunting rights, for consideration or without, to any licensees, originated by Licensing Agent whether individually or severally, without the inclusion of Licensing Agent as a third party beneficiary, will result in a penalty of four (4) times the standard commission or one (1) times the original marketing price, which Licensor agrees to pay within five (5) days of the commencement of the agreement. Licensor agrees to pay Licensing Agent's attorney fees and costs incurred to enforce payment and/or compliance hereunder.
- G. Licensor agrees to immediately refer to Licensing Agent all prospective licensees who contact Licensor directly and to provide Licensing Agent with their names and addresses when known.
- H. Licensor agrees to convey to Licensing Agent reasonable advance notice in writing of major activities that may affect the hunting on the premises, including but not limited to timber harvesting, extensive clearing or brush removal, major livestock use changes, and mineral exploration and drilling. Changes to the premises could result in a full or partial refund to the licensees.

Section VI - General Terms

This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party. If any provision of this Agreement shall be held to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby, and each remaining provision shall be valid and enforceable to the fullest extent permitted by law.

Either party's failure to complain of any act or omission on the part of the other party, no matter how long same may continue, shall not be deemed a waiver by such party of any of its rights hereunder. No waiver by either party at any time, express or implied, of any breach of any provision of this Agreement shall be deemed a waiver or a breach of any other provisions of this Agreement or a consent to any subsequent breach of the same or any other provision.

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns. The rights of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the state in which a majority of the Premises is located.

Licensor acknowledges receipt of a copy of this Agreement.

IN WITNESS WHEREOF, each party to this Agreement has caused it to be executed on the date indicated below.

LICENSING AGENT:

Base Camp Leasing	Licensor:
Printed:	Printed:
Dated:	Dated:

Licensor Initials



XHCLELLINGSEN

DATE (MM/DD/YYYY)

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	Address					ACCORDANCE WITH THE POLICY PROVISIONS.						
	City, State Zip											
1						AUTHORIZE	D REPRESE	NTATIVE				

ACORD 25 (2016/03)

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all

_	2 Business name/disregarded entity name, if different from above					
n page 3.	following seven boxes.	Exemptions (codes apply only to certain entities, not individuals; see nstructions on page 3):				
e. Ins on	Individual/sole proprietor or C Corporation S Corporation Partnership Trust/estate E	Exempt payee code (if any)				
₿ <u>;</u> ; [☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►					
rint or type. Instructions	LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that	code (if any)				
г Specific	is disregarded from the owner should check the appropriate box for the tax classification of its owner.					
ĕ		Applies to accounts maintained outside the U.S.)				
	5 Address (number, street, and apt. or suite no.) See instructions. Requester's name and	d address (optional)				
See	6 City, state, and ZIP code Base Camp Leas 10412 Allisonville	ville Rd Ste 108				
ŀ	Fishers, IN 46038					
	7 List account number(s) here (optional)					

Taxpayer Identification Number (TIN) Dart I

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid	Social security number					
backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a</i>						
TIN, later.	or					
Note: If the account is in more than one name, see the instructions for line 1. Also see What Name and	Employer identification number					
Number To Give the Requester for guidelines on whose number to enter.						
Part II Certification						

Under penalties of perjury, I certify that:

- 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- 3. I am a U.S. citizen or other U.S. person (defined below); and
- 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign	Signature of
Here	U.S. person >

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

• Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)

Date >

- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest),
- 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



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