

HUNTING LEASE AGREEMENT

Lease period

January 1,2023 thru December 31,2023

This Agreement dated the 1st day of January 2023 and between Diana Land Management LLC hereinafter called "Lessor", and The Brown Creek Club, Harrisville, New York, hereinafter called "Lessee". Membership list will be provided at signing and updated annually.

1. Lessor is the owner of real property and does hereby lease to Lessee, for the purpose of hunting in accordance with the laws, rules and regulations of the State of New York, the following described premises located on the Goose Pond Road, Town of Diana, Lewis County, New York, "the leased premises":

a. Lands known as the "Laparr Tract approx. 488 acres and Ashlaw Tract approx. 170 acres". The Laparr tract located between the Foley and Diana Timberlands bordering Craig Foley, Diana Timberlands LLC, John Laduc, Bowen, and NY State land as shown on attached map. The Ashlaw tract bordering Bowens, NY State, and the 13.5 Club as shown on the attached map.

b. Access to the leased Laparr Tract shall be gained by the Goose Pond Road and Bryant's Bridge road using Diana Timberlands Right of Way across The Harrisville Rod and Gun Club. Access to the Ashlaw tract shall be gained along the Goose pond road where Diana Timberland posters come to the road. Bowens have granted one point of access in the middle of the property where the Creek runs out of the leased property crossing the slim strip owned by Bowen. The Bowen access can be revoked at any time.

2. The term of this Agreement is for the 2023 calendar year to cover deer, bear, turkey and small game hunting. Should either party wish not to renew this Agreement, the party must provide a 1 year notice to allow each party to secure new arrangements; otherwise, this Agreement shall be automatically renewed on an annual basis and the consideration for the lease will not increase more than 2% annually unless Diana Land Management LLC. Notifies The Brown Creek Club one year in advance of any consideration changes.

3. The total consideration, in the amount of \$6,897.00 is to be paid by Lessee to Lessor in two semi-annual payments. The first half of the annual payment is due on or before August 1, and the second half payment due on or before December 31, of the lease year. Failure to pay either semi-annual payment lessor shall thereupon terminate and cancel this Agreement, and any amount already paid shall be forfeited by Lessee. Any adjustment to

the consideration shall be negotiated by the parties and agreed to in writing prior to the due date of the first payment.

4. Lessor granted The Long Pond Snowmobile Club annual permission to cross leased land starting the Monday after the end of Big Game hunting season thru March 31st for the purpose of a snowmobile trail subject to annual renewal.

5. Lessor granted Singing Hills Hunting Club annual permission to cross the bridge coming off the Goose Pond Road to provide direct access to their property. This access is subject to annual renewal.

6. Lessor and guest will vacate the Leased property and have no recreational use during the lease period except for use of the Long Pond snowmobile club trail during snowmobile season. Lessor will have unrestricted access to leased property for forestry work not limited to logging, timber cruises, and timber marking, trapping outside of hunting season, land management, surveying, posting, painting property lines, and access to gravel. In addition, Lessor will make every effort to refrain from these activities during the big game hunting season and will provide notice if access is needed to leased property during the hunting season.

7. Lessee accepts the premises "as is" and shall take proper care of the leased property, and all improvements located thereon, and shall be liable to the Lessor for any damage to the property due to negligence of Lessee, or their guests exercising privileges under this Agreement, beyond normal wear and tear. Lessee may not make any alterations, improvements, or renovations to the property without consent of the Lessor. The Lessor's President and Vice President have the right to inspect the leased property at any time only giving notification to The Brown Creek President or Vice President if the lessor wishes to inspect during hunting season. In the event the Lessor's President and Vice President are unavailable, The Lessor's President or Vice President may delegate two of the lessor's directors to inspect the leased Property.

8. Lessee further covenants they have inspected the described property, and have found the premises to be in acceptable condition. Lessee hereby waives any right to complain, or to recover from Lessor for the condition of the leased premises.

9. Lessee may be permitted to construct ground blinds and or manufactured tree stands on the leased premises. Home built tree stands will not be permitted and must be removed. Upon termination of this agreement the lessee shall remove ground blinds and tree stands. Ground blinds or manufactured tree stands shall be constructed in a manner that will not damage trees located on the property.

10. Lessee shall exercise extreme care and caution in the use of the leased premises for hunting purposes, and shall ensure all parties using said premises follow safe hunting and fishing practices, abiding by New York hunting laws and operate all vehicles in a responsible fashion abiding by New York motor vehicle and recreational vehicle laws. Lessee shall supervise the use of the leased premises.

11. Lessee agrees to protect, defend, indemnify, and hold Lessor harmless from any and all liability, claims, demands, causes of action of every kind, and character, without limit and without regard to the cause or causes therefore of the negligence of any party or parties arising in connection herewith in favor of:

- a. Any Lessee hereto,
- b. Any person who comes on the leased premises with the express or implied permission of Lessee.

The above indemnity shall apply even if Lessor's sole negligence is the cause of such accident, injury or damages. Lessee will maintain a liability policy specifically covering tree stands and member to member coverage.

12. Parking vehicles will be allowed in the area of the Laparr camp on Diana Timberlands LLC when accessing from the Middle Branch Road.

13. Diana Land Management LLC and its affiliates will not be held responsible for any damage or theft of property owned by Brown Creek Club, its members, or guest in connection with leased property.

14. The Brown Creek Club will provide annual insurance certificates naming Diana Land Management LLC and its affiliates as additional insured.

15. If Lessee defaults in the performance of any of the covenants or conditions hereof, then such breach may cause an immediate termination of this Agreement by the lessor, and forfeiture to Lessor of all rentals prepaid. In the event a lawsuit arises out of or in connection with this Lease Agreement, and the rights of the parties thereof, the prevailing party may recover not only actual damages and costs, but also reasonable attorney's fees and disbursements expended in the matter.

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease the day and year first above written.

The Brown Creek Club

Diana Land Management LLC

Date _____

Date _____

By: _____

By: _____

President

President