



HUNTING LEASE AGREEMENT

THIS HUNTING LEASE AGREEMENT (“Lease” or “Agreement”), made and entered into this ____ day of _____, 2017, by and between LYKES BROS. INC., a Florida corporation with its offices and principal place of business in Tampa, Hillsborough County, Florida, hereinafter referred to as “Owner”, and Glades County Fish & Game Club whose address is P.O. Box 426, Moore Haven, FL 33471 hereinafter referred to as “Tenant”.

WITNESSETH:

That the parties hereto, in consideration of the rental to be paid by Tenant and the covenants and agreements of the parties as hereinafter provided, do hereby agree as follows:

1. **Purpose & Premises:** Owner does hereby, subject to the terms, conditions and limitations hereinafter contained, give and grant unto Tenant the exclusive right (subject to the provisions hereof) to take wildlife and fish and to camp and make habitat improvements for any and all wildlife and fresh water fish, on the land of Owner situate in Glades County, Florida, as more particularly described in Exhibit “A” and as outlined in red on the map designated Exhibit “B” hereto attached and by this reference made a part hereof (the “Premises”). This is not a lease for residential purposes and does not create a residential tenancy.

2. **Term:** The term of this Lease is for a period of twelve (12) months beginning August 1, 2017 and terminating at five o’clock p.m. on July 31, 2018.

3. **Rent:** Tenant shall pay to Owner as rental for the privileges herein granted to Tenant the sum of One Hundred Eighty Thousand Three Hundred Sixty and no/100 Dollars (\$180,360.00), payable as follows: \$18,036.00 on or before June 1, 2017 as a non-refundable deposit with \$162,324.00 on or before August 1, 2017 as the balance due, without any right of setoff or deduction. Rent shall be paid to Owner at 106 SW County Road 721, Okeechobee, Florida 34974, or at such other address and to such other person as Owner may from time to time designate in writing.

4. **Owner's Use, Rights and Privileges:** The Lease privileges hereby granted to Tenant are subject and subordinate to the right of Owner to the use of the Premises, and Tenant's use of the Premises for any of the purposes set forth in Paragraph 1 (including such use by any Permitted Persons, as defined below) shall not harm or damage any of Owner's cattle, timber or any other operations being conducted on the Premise by Owner.

5. **Employees or Agents:**

(a) Tenant shall provide to Owner a list of employees in the format of Exhibit “C”, which shall be updated periodically as may be required so as to keep such list in a current form (the “Employees”) and provided to Owner. The maximum number of Employees that Tenant may have on the Premises at any particular time shall be zero (0). All Employees shall be required to carry an identification card signed by Tenant in the form of Exhibit “D”. All Employees shall be required to produce such card and picture identification upon request of Owner or its agents and employees. No employee shall be permitted entrance to the Premises until such person’s name is identifiable on Exhibit “C” or any updated version thereof provided to Owner.

(b) Tenant shall be solely responsible for all persons employed by Tenant to be in charge of or work on the Premises for the purposes aforesaid and Tenant shall ensure all such persons have safe driving records, clean criminal records and are knowledgeable regarding the work to be performed. Tenant shall, upon Owner's request, provide Owner with full information and credentials on such persons, including, but not limited to, copies of employment applications, motor vehicle reports, licenses, and criminal background checks. Should any Tenant Employee become unacceptable to Owner, in Owner's sole discretion, such person shall thereafter be excluded by Tenant from the Premises. Nothing herein contained shall be construed to make Tenant's Employees the employees of Owner, and such persons shall at all times be under the supervision and control of Tenant and not of the Owner. Employees of Tenant or of Licensed Participants, as defined below, are not authorized to hunt without the Tenant or a Licensed Participant being present.

(c) In addition to Tenant's employees, the only other permitted persons on the Premises shall be the "Licensed Participants" set forth on Exhibit "E". Licensed Participants are individuals who may share in Tenant's costs and expenses under this Lease and may enter the Premises as if they were Tenant or subject to such stricter conditions as Tenant may impose. All Licensed Participants must be approved by Owner prior to being granted access to the Premises. Tenant shall provide a photocopy of a current driver's license, identification card, or military identification to Owner for approval prior to Owners approval of Licensed Participant. The maximum number of Licensed Participants is one hundred fifty (150). All Licensed Participants shall carry an identification card signed by Tenant in the form of Exhibit "D" and shall produce this card and picture identification upon request of Owner or its agents or employees. Tenant shall be solely responsible for the activity of Licensed Participants and shall ensure their compliance with the terms hereof. Tenant understands and agrees that Owner shall have the right to immediately terminate the privileges of any Licensed Participants for violating any terms and conditions of this Agreement and Tenant shall indemnify, defend and hold Owner, its officers, directors, shareholders, employees and agents harmless from and against any and all losses, claims, liabilities, causes of action, proceedings, damages, costs and expenses (including reasonable attorneys' fees) arising out or resulting from any such termination of privileges of any Licensed Participants.

(d) Tenant, its Employees, Licensed Participants, and Tenant's and Licensed Participants' respective guests shall constitute "Permitted Persons" hereunder. Tenant shall, at all times, maintain a logbook located at the point of ingress and egress to the Premises which is accessible by Owner or agents of Owner at all times, in the form of Exhibit "F" showing all dates of entry and exit from the Premises by Tenant and all Permitted Persons. No one other than a Permitted Person shall enter the Premises by or through Tenant. Tenant and Licensed Participants shall cause their respective guests, as a condition to their entry on the Premises as Permitted Persons, to acknowledge and agree to the provisions of this Lease that relate to such persons' activities on the Premises.

6. Management Practices: Conservative and practical game propagation and recognized game management practices shall be employed by Tenant and all other Permitted Persons, in and about the Premises. All feeding stations, hunting blinds, stands, platforms, and food plots shall be located at least 100 yards from any lease boundary. All game feeders shall be identified with the first and last name of the Tenant or Licensed Participant responsible for maintaining and operating the game feeder. Lettering shall be at least 2 inches in height, be in a contrasting color to the background, and must be located so it is legible when game feeder is in its normal operating position.

7. Number of Vehicles and Hunters: The number of motorized vehicles used for hunting activities shall be limited to not more than one for Tenant, and one for each Licensed Participant and not more than one hundred (100) hunters shall be hunting at one time. All hunting shall be conducted in accordance with the game laws of the State of Florida and the United States and in accordance with all applicable rules, regulations, ordinances, directives and orders pursuant thereto or promulgated by any authorized agency of said governments and no violations of any kind thereof shall be permitted by Tenant to occur on the Premises. Tenant, Licensed Participants and guests of either Tenant or Licensed Participants shall be subject to the terms and conditions of the

Games Violation and Penalties Policy set forth in Exhibit "L". Hunting with a gun and a light (fire hunting) will not be allowed. Night-vision scopes may only be used for hunting hogs and coyotes at night, after providing Owner's security personnel at least 48 hours prior notice either in person or by telephone. Hunting with a light and dogs, but no gun, may be done after notifying Owner's security personnel either in person or by telephone. HUNTING WITH DEER DOGS IS PROHIBITED AT ALL TIMES. Deer may be trailed with dogs if they are leashed and in control of the Licensed Participant or Tenant, but cannot be turned loose to pursue game.

The only persons permitted to hunt, fish or camp on the Premises shall be the Tenant and Licensed Participants. Guests of either Tenant or Licensed Participants may camp but are strictly prohibited from hunting. Guests must be accompanied by the Tenant or Licensed Participant at all times.

8. Locks, Keys and Identification of Vehicles and Hunters: Tenant and all other Permitted Persons shall make certain that the gates are kept locked when not being used for the purpose of gaining ingress to and egress from the Premises. For the purposes of ingress and egress to and from the Premises, Tenant, its Employees and Permitted Persons shall use only those six (6) gates as marked on Exhibit "B", for which Tenant shall install five locks. Tenant shall provide Owner with duplicate keys for each such lock and may distribute keys to Employees and Licensed Participants and no others. Tenant will not put additional locks on any other gates or allow any additional locks to be installed. All locks installed by Tenant shall be removed immediately upon termination of this Lease. If an agent of Owner does witness Tenant, its Employees or any Permitted Persons opening a gate and not closing the same immediately, then Tenant shall be required to pay Owner a fine of \$500.00 for leaving the gate open per occurrence. Said fine will be payable upon demand by Owner.

Vehicles operated off of existing roads shall be operated in a manner which shall avoid damage to Owner's land. Tenant shall not cause or permit rutting of the soil, damage to wetlands or native plant species.

9. Airboating Prohibited. Tenant, its Employees and Licensed Participants understand and agree with Owner that airboating and the use of jet powered watercraft for any purposes whatsoever is strictly prohibited under the terms of this Lease. Tenant and Licensed Participants shall cause their respective guests, as a condition to their entry on the Premises as Permitted Persons, to also acknowledge and agree that airboating and the use of jet powered watercraft for any purposes whatsoever is strictly prohibited under the terms of this Lease. Further, Tenant, its Employees, Licensed Participants, and Tenant's and Licensed Participants' respective guests shall promptly report to Owner all known instances of the use of airboats or jet powered watercraft on the Premises.

10. Unauthorized Activity: Tenant and his Employees and all other Permitted Persons shall prevent unauthorized cutting or burning of timber on the Premises and shall promptly report to Owner all known unauthorized grazing, burning or cutting of timber, or other improper uses of the Premises, so as at all times to fully protect the rights of Owner to the Premises.

11. No Permanent Improvements: Tenant shall make no permanent improvements on the Premises without the prior written consent of Owner. Tenant shall not plant any food plots or other crops without the prior written consent of the Owner. Tenant shall not construct or place any camps, buildings, or trailers on the Premises without the prior approval of the Owner. Any buildings approved by Owner shall be properly permitted with the appropriate county. A map showing the location of all hunting camps and a list of each hunting camp with the name of the Tenant or Licensed Participant shall be provided to the Owner. All hunting camps must display the name and telephone number of Tenant or Licensed Participant on a sign no smaller than 2'x 2' which shall be located no more than 10 feet from the entrance to camp. All signs shall be constructed so that the lettering is at least 2 inches in height and a contrasting color from the background. Tenant shall pay all personal property taxes assessed against its improvements or Licensed Participant's improvements. Tenant recognizes and understands that Owner is engaged in agricultural business practices including but not limited to controlled burning. Tenant is solely responsible for the protection of Tenant's improvements and personal property from adverse impacts caused

by Owner's agricultural business practices. Notwithstanding anything to the contrary contained herein, Tenant understands and agrees that Owner shall have no liability whatsoever for any damage or destruction to any camps, buildings, trailers, equipment, or personal property of Tenant, its Employees, Licensed Participants or Permitted Persons, however caused, including, but not limited to, any damage or destruction caused by the negligence of Owner, its employees or agents. Prior to the termination of this Lease, Tenant shall remove (at Tenant's expense) all property (owned by Tenant or Tenant's guests) from the Premises. Property left on the Premises after termination of this Lease (whether owned by tenant or others), may be removed or destroyed in place by Owner at Tenant's expense. Tenant hereby irrevocably agrees that any property left on the leased premises by Tenant or others after termination of the lease has no value. Tenant hereby indemnifies Owner from all claims and demands, including damages, attorney fees and all costs of defense, arising out of Owner's disposition of property (owned by Tenant or others) left on the Premises.

12. Repairs: Tenant shall not damage improvements on the Premises, but should damage occur, Tenant at his expense shall repair all gates, fences, culverts, roads or other improvements damaged by Tenant or by any other Permitted Person. Tenant shall additionally be responsible for the acts of omissions of Tenant or the other Permitted Persons.

13. Limitation of Rights: Nothing contained in this Lease shall give Tenant any interest in or ownership of the Premises or any rights to any minerals, oil, or gas therein and thereunder or any other sub-surface rights in and to the Premises. Owner reserves the right to explore, prospect, or mine for minerals, oil or gas or other substances on the Premises and Tenant shall not make use of Tenant's privileges hereunder in any manner that will interfere with the aforesaid use or other uses of the Premises by Owner or by others authorized by Owner. The sole rights given the Tenant hereunder shall consist of using the Premises for hunting, fishing and camping thereon, including the uses described in Paragraph 1 hereof, and none other. This Lease and the rights of Tenant hereunder may not be assigned or sublet, either in whole or in part, without prior written consent of Owner. There shall be no commercial hunting or fishing on the Premises and no individuals shall be allowed to hunt or fish on the Premises for a fee or charge to be paid to Tenant, except as specifically set forth in Section 5(c) above with respect to Licensed Participants.

14. Default by Tenant & Termination: In the event Tenant shall default in payment of the rental or if Tenant shall violate any of the other covenants, terms and conditions hereof, and shall fail to fully and completely correct and cure such default (provided same is susceptible to cure) within ten (10) days after written notice specifying the default has been given by Owner to Tenant, or immediately, if not susceptible to cure, Owner may forthwith terminate and cancel this Lease and all rights and privileges of Tenant hereunder. Notwithstanding anything to the contrary contained herein, in the event that Tenant, its Employees, Licensed Participants, or Tenant's and Licensed Participants guests (i) operates or sells commercial hunts or fishing trips in violation of the terms and conditions of this Lease, (ii) allows unaccompanied guests on the Premises or leaves or makes keys for use by other than Tenant, its Employees or Licensed Participants, (iii) fails to immediately record any game harvest in violation of the terms and conditions of this Lease or any applicable law, rule or regulation or fails to adhere to any harvest restrictions set forth in this Lease, (iv) causes a fire as discussed in Paragraph 17 below or (v) violates any applicable federal, state or local game law, rule or regulation, then Owner may, at its option, elect to terminate this Lease immediately upon written notice to Tenant, or immediately remove any Licensed Participants found violating the terms of this Agreement. The failure of Owner to terminate this Lease for the non-performance by Tenant or any Permitted Person of any of the obligations herein imposed upon Tenant or any Permitted Person shall not be deemed a waiver of forfeiture and shall not operate to bar, abridge or destroy Owner's right to terminate this Lease upon any subsequent default or breach by Tenant or any Permitted Person. Owner shall have all legal rights and remedies provided hereby or which it may have by statutory or common law on account of any breach of any of the conditions of this Lease by Tenant or any Permitted Person and all such remedies shall be cumulative.

15. Termination in Event of Sale: In the event that Owner enters into negotiations to sell or lease all or

any part of the Premises, except in the event of leasing for hunting or fishing, Owner shall have the right to terminate and cancel this Lease and all rights and privileges of Tenant hereunder upon ten (10) days prior written notice given to Tenant by Owner. Pursuant to paragraph 11 hereof, prior to the effective date of the termination and cancellation of this Lease as specified by Owner, Tenant shall remove (at Tenant's expense) all Property from the Premises. Upon termination pursuant to this paragraph, Owner shall refund to Tenant any rent payment made in advance on a pro-rata basis through the date of termination according to the following schedule:

<u>Month</u>	<u>Percentage of Annual Rent</u>	
	<u>Paid to Tenant</u>	<u>Retained by Owner</u>
August	90	10
September	80	20
October	70	30
November	60	40
December	50	50
January	40	60
February	30	70
March	20	80
April	15	85
May	10	90
June	5	95
July	0	100

The refund of any advance rental payment is Tenant's sole remedy for termination pursuant to this paragraph and Tenant agrees never to institute or participate in any suit, proceeding or action at law or otherwise against Owner relating to such termination.

16. Control of Hogs, Predators and Alligators: Owner retains the right to control the population of wild hogs, predators, and alligators on the Premises, by whatever means is considered necessary by Owner, it being understood that wild hogs, predators and alligators are a nuisance to agriculture and are considered to be an expensive problem by Owner. It is agreed that methods of control can include, but are not limited to, trapping and shooting by employees or agents of Owner who are assigned to eliminate the problem of wild hogs, predators, and alligators. Owner also reserves the right to harvest any and all game animals for the purposes of game management including but not limited to controlling population, managing sex ratio, participation in research data collection, or managing age distribution.

17. Fire and Damage: If Tenant, Permitted Person, or any non-Permitted Person on the Premises as a result of the acts or omissions of Tenant or the other Permitted Persons should cause a fire, or if equipment of such persons should cause a fire, resulting in damage to Owner's property, all damages to Owner's property shall be paid for by Tenant in the amount deemed adequate by Owner. Tenant shall report all fires to Owner upon immediate discovery regardless of the size or type of fire. Additionally, in the event of any such fire, Owner shall have the option to terminate this Lease within thirty (30) days of the occurrence of said fire. Tenant understands and acknowledges that from time to time Owner may conduct controlled burns to be conducted on the Premises and that Tenant shall not conduct, nor cause to be conducted, any controlled burns on the Premises without the express written consent of the Owner.

18. Harvest Data: Tenant and Licensed Participants shall follow all game harvest requirements as specified in Exhibit "H". Tenant shall complete and submit a Harvest Data report in the form of Exhibit "I" along with the lower left jawbone for all deer, no later than February 1st. Tenant shall complete and submit a Harvest Data report in to form of Exhibit "J" no later than May 15th for Turkey.

19. Exotic Animals: No Elk, Fallow Deer nor any exotic animal or animals and no animal of a

protected species shall be shot or otherwise harmed, interfered with or molested by Tenant or by anyone allowed by Tenant to come onto the Premises.

20. Waiver and Release Forms: Tenant shall cause all Permitted Persons, prior to coming upon the Premises, to execute and deliver to Owner a Waiver Indemnification and Release Agreement in the form attached hereto as Exhibit "G" and hereby made a part hereof. No person shall be granted access to the Premises prior to execution and delivery of such Waiver to Tenant, who shall submit to Owner within one (1) week of receipt.

21. Liability and Property Damage Insurance: Prior to commencement of the term hereof or entering upon the Premises, Tenant shall obtain and provide and thereafter during the term hereof maintain and keep in force and effect and pay all necessary premiums upon the following insurance:

Automobile Liability-	\$1,000,000.00 C/S/L
Bodily Injury and Property Damage (including owned, non-owned and hired coverage).	Each Occurrence

Tenant shall provide that Owner shall be named as an additional insured on the foregoing policy by written endorsement to such policy.

Tenant shall also furnish certificates evidencing Workers' Compensation insurance coverage as required by law, written by an insurance company authorized and qualified to write Workers' Compensation insurance in Florida. If the Home Office of Tenant is not within the State of Florida, or if the Workers' Compensation insurance is written outside of the State of Florida, said certificate shall include evidence of extension of Workers' Compensation insurance coverage to Tenant's activities and operations in Florida. Tenant shall also provide and furnish a certificate evidencing employer's liability insurance coverage in the amount of \$500,000.00 per occurrence.

All Certificates of insurance shall provide for at least thirty (30) days' notice by registered mail from insurer to Owner before cancellation of any policy.

Owner and Tenant understand and agree that Owner has purchased, and has named Tenant as an additional insured on, a Commercial General Liability Insurance Policy with a general aggregate limit of \$2,000,000 and a \$1,000,000 limit for each occurrence which provides insurance coverage for bodily injury and property damage to 3rd parties arising out of Tenant's negligence relating to its operations under this Lease, a copy of which will be furnished to Tenant upon request. Tenant understand and agrees that said Commercial Liability Insurance Policy provides no coverage for any damage under any circumstance to any personal property, including but not limited to automobiles, rolling stock of any kind, watercraft of any kind, equipment and firearms, brought onto the Premises by Tenant or any other Permitted Person, or otherwise used by Tenant in its operations under this Lease.

22. Indemnification: Tenant agrees that Tenant will indemnify, save harmless, protect and defend Owner (including Owner's employees, agents, officers, directors and shareholders) from and against any and all injuries and damage (and any and all types of claims for liability therefore) to persons or property of Tenant, Tenant's subcontractors, agents, Permitted Persons or Owner and Owner's Employees, agents, officers or invitees and all other persons, firms or corporations and the public arising or accruing out of the operations or activities of Tenant covered by this Lease or the conditions of the Premises, or resulting from any violation of any obligation of Tenant or Permitted Persons under this Lease or negligence on the part of Tenant, Permitted Persons or Tenant's Employees, agents, contractors or invitees, together with any and all attorneys' fees and costs incurred by Owner on account of any thereof.

23. No Mechanic's Liens: It is hereby stipulated and agreed by and between the parties hereto that from the date of the execution of this Lease by the parties and during the entire term hereof, there shall be no mechanic's lien upon Owner's interest in the Premises and in the buildings and improvements located thereon, arising through the act of Tenant or any person claiming under or through Tenant. The mere fact of the existence of a mechanic's lien or materialmen's lien or liens, however, shall not of itself operate as a forfeiture or termination of this Lease, provided Tenant, within thirty (30) days after the receipt by it of written notice of lien from the lienor or the recording of such notice of lien among the public records of the County which the Premises are located, shall cause the same to be canceled, released or extinguished, or the Premises released therefrom by the posting of a bond or by any other method prescribed by law, and proper evidence thereof shall be furnished to Owner, and if such lien or liens appear of record, Tenant shall cause the same to be canceled, satisfied and discharged of record, or the Premises to be released from the effect thereof as above set forth. All persons with whom Tenant may deal are put upon notice that Tenant has no power to subject Owner's interest to any claim for mechanic's or materialmen's lien claims, and all persons dealing with Tenant must look solely to the credit of Tenant and to Tenant's assets and not to Owner or Owner's assets.

24. Condemnation: In the event of any condemnation of the Premises or any part thereof, Owner shall be entitled to receive all compensation for land and improvements taken together with all damages to the remaining property caused by such taking. Tenant shall not be entitled to participate in or to a proportion of any award for just compensation made to Owner as a result of the taking and shall have no claim against Owner in respect thereof. There shall be no abatement for rental in the event of taking of less than the whole of said property.

25. Hazardous Materials: Neither Tenant nor any Permitted Person shall bring upon the Premises or possess thereon or make, produce or discharge thereon any hazardous or toxic materials, wastes or substances as such terms are defined in the Resource Conservation and Recovery Act (RCRA) (PL 94-590, 90 Stat. 2796 [1976] and amendments thereto, the Clean Water Act of 1972 (33 USC 1321 [f]) and subsequent amendments thereto, the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) (PL 96-510, 94 Stat. 27, 67 [1980] and subsequent amendments thereto, the rules and regulations of the United States Environmental Protection Agency promulgated thereunder, Chapter 403 Florida Statutes, and the rules and regulations of the Florida Department of Environmental Protection; and shall not bring upon or leave upon the Premises any containers, receptacles or the like containing such wastes, substances or materials. If any materials, wastes or substances left on the Premises by Tenant or any Permitted Person should at any time be classified or determined by a governmental authority as substances required to be removed from the Premises or disposed of at a qualified hazardous waste or disposal site, Tenant shall be obligated at Tenant's expense to remove and dispose of the same in a regulatory approved manner. Notwithstanding the foregoing prohibitions, should Tenant or any Permitted Person, while occupying or carrying on any operations or activities upon the Premises, cause the deposit on the Premises or any other area, of any such wastes, substances or materials which pursuant to any foregoing laws, statutes, rules or regulations or orders of any governmental entity or agency Owner might have an obligation to clean up or participate in the clean up from any such deposit area, Tenant shall assume all such obligations of Owner thereunder. Tenant hereby agrees to indemnify and save Owner harmless from any damages, expenses or liability resulting from any violation of the provisions of this paragraph by Tenant or any Permitted Person or any other person present on the Premises as a result of the acts or omissions of Tenant or any Permitted Person. Tenant's obligations under this paragraph, including Tenant's indemnification obligations and Tenant's obligations to remove and dispose of in an approved manner any such materials, substances or wastes brought upon or left upon the Premises by Tenant and Tenant's obligations to assume Owner's obligations or liabilities for clean up as aforesaid shall be continuous and shall survive the expiration or termination of this Lease.

26. Offensive and Unlawful Use: Neither Tenant nor any Permitted Person shall discard or leave any item upon Owner's land that Tenant or such person has brought upon the land, such as but not limited to, the following examples of items that Tenant routinely brings upon the land; waste motor oil, oil filters, fuel filters, oil cans or drums, fuel cans or drums, tires, batteries, air filters, food and drink containers (the "Offensive Items").

These items and other items that Tenant brings upon the land shall not be discarded or left upon the land. Failure to remove each and every Offensive Item (even if it is not listed here) shall result in a fine of \$500.00 per Offensive Item discovered by Owner. Said fine is payable upon demand by Owner.

27. Compliance with Laws and Regulations: Tenant and all Permitted Persons shall abide by all local, state and federal laws, ordinances and regulations, particularly those laws, regulations and ordinances relating to wildlife, hunting and the use of firearms.

28. Compliance with Lease: Tenant shall be fully responsible and liable hereunder for the acts and omissions of both Tenant and all Permitted Persons

29. Memorandum of Lease: Upon request by Owner, Tenant shall execute and acknowledge short form Memorandum of Lease for recording, in form prepared by Owner.

30. Compliance with Conservation Easement: (if applicable) Tenant is hereby notified that Owner has granted a Conservation Easement (see Exhibit "B") to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. A copy of the granted Conservation Easement has been provided to Tenant. Tenant shall abide by all the terms of the granted Conservation Easement and the future Conservation Easement. As specified in the Settlement Agreement, authorized individuals may access the Fisheating Creek Wildlife Management Area by crossing the boundary fence if the authorized person is in possession of an entry permit. All authorized individuals may apply for an entry permit following the procedure outlined in Exhibit "K".

31. Owner's Photography, Film and Video Policy. Tenant understands and agrees that still photography, filming and digital imaging of or upon any of the Owner's lands and anything contained thereon by anyone, except for employees of Owner, is permitted for private, noncommercial use only. Photographs, film and digital images cannot be published, sold, reproduced, transferred, distributed, posted on the internet, or otherwise commercially exploited in any manner whatsoever without the express written consent of Owner. Notwithstanding anything to the contrary contained herein, Owner reserves the right, at its sole discretion, to withhold or withdraw any permission granted to anyone to take photographs, film or any digital images of or upon any of Owner's lands and anything contained thereon. Tenant agrees to the terms of this photography, film and video policy as a condition to its entry on the lands of Owner, and shall cause all Permitted Persons to abide by these terms.

32. Owner's Corporate Responsibility and Sustainability Policy: As part of Owner's Corporate Responsibility and Sustainability Policy (the "Policy"), Owner is committed to having its suppliers, contractors, and others that it does business with take actions that are consistent with the Policy; therefore, in connection with this Lease, Tenant hereby agrees to review the Policy at www.lykes.com by accessing the About Lykes and Corporate Responsibility links and to use its best efforts to comply with the values and goals of the Policy.

33. Miscellaneous Provisions:

(a) Attorneys' Fees: It is agreed that should either party be required to bring legal action or commence any proceeding the terms of this Lease, the prevailing party shall be entitled to recover its reasonable attorneys' fees, together with all costs and expenses, up to and including any appeals.

(b) Assignment; Successors: This Lease may not be assigned or transferred by Tenant without the prior written consent of Owner. This Lease may be assigned or transferred by Owner. Subject to the provisions contained herein, this Lease will be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and permitted assigns. Any purported assignment made in contravention of this section shall be null and void.

(c) Entire Agreement; Waivers; Amendments or Modifications: This agreement constitutes the entire agreement of the parties hereto as to the subject matter of this Lease, and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. No waiver of the provisions of this Lease shall be deemed or shall constitute a waiver of any of the other provisions, nor shall any waiver constitute a continuing waiver. This Lease may not be supplemented, altered, modified or amended or otherwise changed except by an instrument in writing signed by an officer of the party against whom such supplement, alteration, modification, amendment or other change is sought to be enforced. The course of dealing or course of performance between the parties shall not commit either party to duties or obligations which are not expressly stated by this Lease.

(d) Severability: If any provision of this Lease or any application of it shall be judicially declared to be invalid or unenforceable, the remainder of this Lease and any other application of such provision shall not be affected by such invalidity or unenforceability.

(e) Governing Law: This Lease shall be construed in accordance with, and governed by the laws of, the State of Florida.

(f) Notices: Any and all notices required to be given under this Lease shall be sent by either hand delivery, Certified Mail, return receipt requested, postage prepaid, or by reliable confirmed overnight courier at the following addresses:

Owner: LYKES BROS. INC.
c/o Joe Collins, Senior Vice President
106 SW County Road 721
Okeechobee, Florida 34974

With a copy to: LYKES BROS. INC.
c/o Corporate Secretary
PO Box 1690
Tampa, Florida 33601

Tenant: Glades County Fish & Game Club
P.O. Box 426
Moore Haven, FL 33471

Owner and Tenant may from time to time designate any other address for this purpose by written notice to the other parties. All notices hereunder shall be deemed received immediately upon hand delivery, one (1) day after mailing by confirmed overnight courier or five (5) days after mailing by U. S. Postal Service.

[Intentionally Blank – Agreement continues on next page]

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be duly executed as of the day and year first hereinabove written.

OWNER:

Witnesses as to Owner:

LYKES BROS. INC.

By: _____
Charles P. Lykes, Jr.
CEO and President

Witnesses as to Tenant:

TENANT: Glades County Fish & Game Club

By: _____
Print Name: _____

EXHIBIT "A"

HUNTING LEASE AGREEMENT

LEGAL DESCRIPTION

All that land owned by Lykes Bros. Inc. outlined in red on Exhibit "B" and further described as:

Bordered on the north and east by US Highway 27, bordered on the south and east by Wayman Road, bordered on the south by State Highway 78 less that portion of Sections 10, 11, 14 and 15 of Township 42 South, Range 30 East and bordered on the West by State Road 29 in Glades County, Florida.

Containing 32,535 acres, more or less.

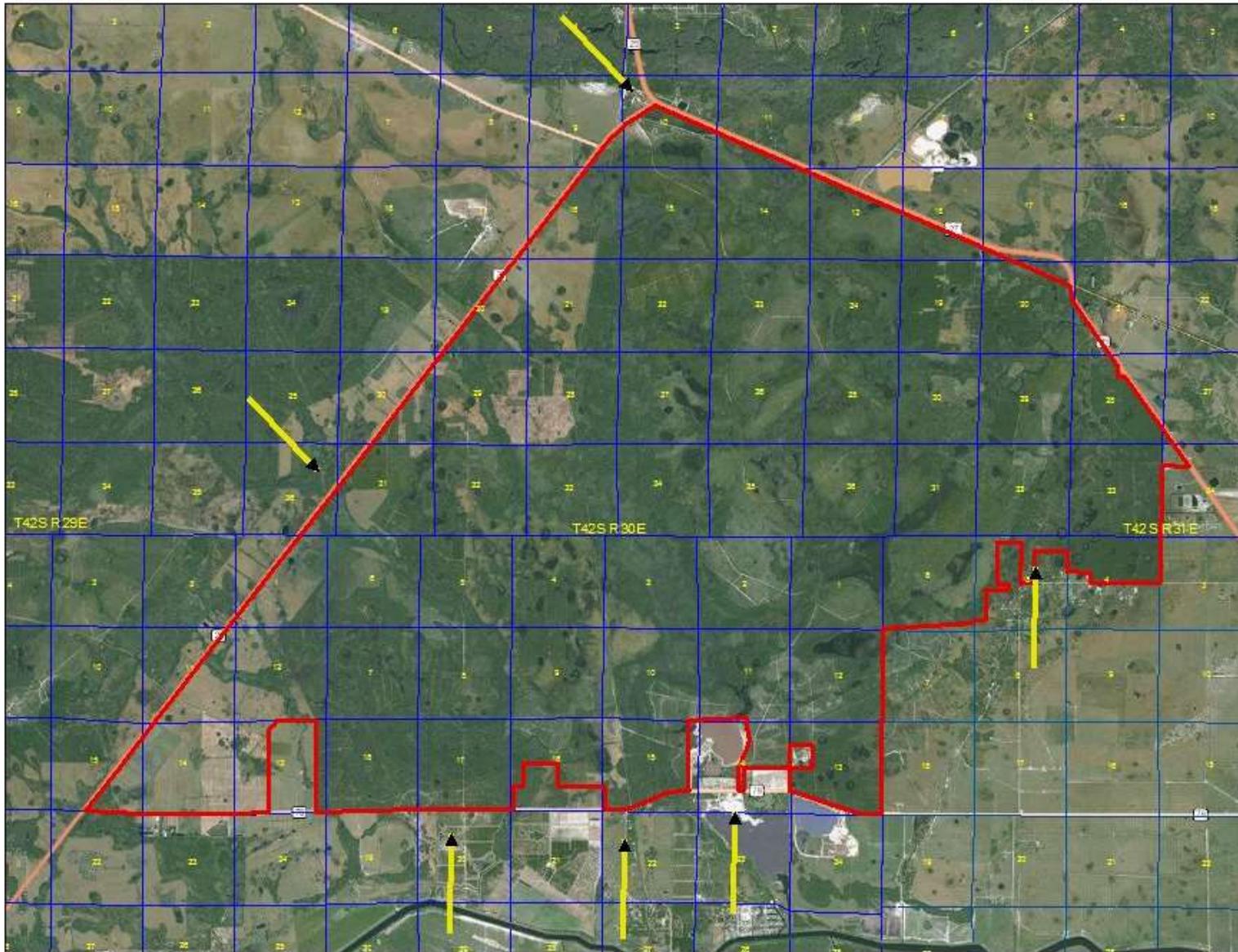


Date: 3/21/2017

Exhibit "B"
Hunting Lease Agreement
2017-2018
Glades County Fish & Game Club



1.5 0.75 0 1.5 Miles



32,535 Acres

EXHIBIT "C"

HUNTING LEASE AGREEMENT

EMPLOYEES

1. Name:
Address:
City, State, Zip:
Telephone #:
Email:
Decal #:
Key #:

EXHIBIT "D"

HUNTING LEASE AGREEMENT

IDENTIFICATION CARD

	MEMBERSHIP 2017-2018
###	
Glades County Fish & Game Club P.O. Box 426 • Moore Haven, Florida 33471	
Name _____	
Address _____	
Special Hunts _____	
Type of Permit _____	
Date _____ Secretary _____	
A <input type="checkbox"/> ML <input type="checkbox"/> CB <input type="checkbox"/> SG <input type="checkbox"/>	

EXHIBIT "E"

HUNTING LEASE AGREEMENT

LICENSED PARTICIPANTS

1. Name:
Address:
City, State, Zip:
Telephone #:
Email:
Decal #:
Key #:

EXHIBIT "F"
HUNTING LEASE AGREEMENT

LOG BOOK 2017-2018
LEASEE / TENANT's NAME: GLADES COUNTY FISH & GAME CLUB

Name and Address	Member	Guest	Date of Arrival	Date of Departure

EXHIBIT "G"
HUNTING LEASE AGREEMENT

WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT

The undersigned, herein called "Permitted Person", in consideration of being permitted by Glades County Fish & Game Club, Lessee, to enter upon certain lands of LYKES BROS. INC., Lessor, for purpose of hunting, fishing, working or participating in any of the permitted activities of Lessee thereon, acknowledges that Lessee is required to obtain from undersigned by the terms of Lessee's Agreement with Lessor, prior to entering such lands, the execution of this Waiver, Release and Indemnification Agreement, and Permitted Person hereby agrees as follows:

1. ASSUMPTION OF RISK

The Permitted Person knows and understands the scope, nature and extent of the risks involved in those activities contemplated by Lessee and Permitted Person upon said premises, and voluntarily and freely chooses to incur such risks. The Permitted Person also knows and acknowledges that the waters on the lands referred to above are not treated nor controlled by Lessor, and that the waters may not be pure or free from obstruction.

2. EXEMPTION FROM LIABILITY

The Permitted Person exempts and releases the Lessor, its stockholders, directors, officers, agents, servants, and employees, from any and all liability, claims, demands or actions or causes of action whatsoever arising out of any damage, loss or injury to the Permitted Person or the Permitted Person's property while upon the premises of the Lessor or while participating in any of the activities contemplated by any arrangements between Permitted Person and Lessee whether such loss, damage or injury results from the negligence of Lessor, its officers, directors, agents, servants, or employees, or from some other cause.

3. COVENANT NOT TO SUE

The Permitted Person agrees never to institute any suit or action at law or otherwise against Lessor, its stockholders, directors, officers, agents, employees, or servants, nor to initiate or assist in the prosecution of any claim for damages or cause of action which the Permitted Person, the Permitted Person's heirs, executors, or administrators hereafter may have by reason of injury to the person of the Permitted Person or to the Permitted Person's property while on the property of Lessor or arising from the activities contemplated by Permitted Person.

4. INDEMNITY AGAINST THIRD PARTY CLAIMS

The Permitted Person will indemnify, save and hold harmless Lessor, its stockholders, directors, officers, agents, servants, and employees from any and all losses, claims, actions or proceedings of every kind and character which may be presented or initiated by any other persons or organizations and which arise directly or indirectly from the activities of the Permitted Person while engaged in any activities upon the property of Lessor aforesaid.

5. PERSONAL PROPERTY

The Permitted Person shall, at their expense, remove all of their personal property from the Premises prior to the expiration of the Lease; agrees that any personal property left on the Premises after termination of the lease has no value and may be removed by Owner at the expense of the Permitted Person; and waives the application of Chapter 715, Florida Statutes, to property left on the Premises after termination of the Lease. **BY SIGNING THIS AGREEMENT, THE TENANT AGREES THAT UPON SURRENDER, ABANDONMENT, OR RECOVERY OF POSSESSION OF THE PREMISES, THE OWNER SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE TENANT'S PERSONAL PROPERTY.**

6. CONTINUATION OF OBLIGATIONS

The Permitted Person agrees and acknowledges that the terms and conditions of the foregoing EXEMPTION FROM LIABILITY, COVENANT NOT TO SUE, and INDEMNITY AGAINST THIRD PARTY CLAIMS shall continue in full force and effect now and in the future at all times during which the Permitted Person participates, either directly or indirectly in any activities on said property of Lessor, and shall be binding upon the heirs, executors and administrators of said Permitted Person or his estate.

PERMITTED PERSON HEREBY ACKNOWLEDGES THAT HE OR SHE HAS READ ALL OF THE PROVISIONS ABOVE, FULLY UNDERSTANDS THE TERMS AND CONDITIONS EXPRESSED HEREIN, AND HAS FREELY CHOSEN TO ACCEPT THE PROVISIONS HEREOF.

IN WITNESS WHEREOF, the parties have affixed their signatures this _____ day of _____, 20_____.

Permitted Person Signature: _____

Age: _____ Printed Name: _____

Parent (if Permitted Person is under 18): _____

Address: _____

Telephone: _____

Witness Signature: _____

EXHIBIT "H"

HUNTING LEASE AGREEMENT

GAME HARVEST REQUIREMENTS

Allowable hunting methods:

Archery and Muzzle loading during appropriate seasons. Shotguns for General Gun and Spring Gobbler season only.

Harvest Restrictions:

1. All male deer shall have a minimum of eight (8) antler points measuring at least one (1) inch in length.
2. Tenant will not harvest more than thirty (30) male deer.
3. Tenant shall harvest zero (0) female deer for every male deer harvested.
4. Tenant shall not harvest any male turkeys with less than a six (6) inch beard length.
5. Tenant shall not harvest more than thirty (30) male turkeys.
6. Tenant **does not** have the authority to harvest CULL deer.

Exhibit "J"
*** TURKEY ***

Lykes Bros. Inc. Harvest Form
 2017-2018 Glades County Fish & Game Club Hunting Lease

DATE OF KILL (MM/DD/YY)	WEIGHT		LENGTH OF BEARD		LENGTH OF SPUR				HUNTER'S NAME
	POUNDS	OUNCES	X"	X/16"	LEFT		RIGHT		
					X"	X/16"	X"	X/16"	

RETURN NO LATER THAN MAY 15, 2018

Beard - Beard must be measured (to the nearest 16th inch) from the central point of protrusion from the skin to the end of the longest bristle.

Spurs - Spurs must be measured along the outside centerline, from the point at which the spur protrudes from the scaled leg skin to the tip of the spur (to the nearest 16th inch).

EXHIBIT "K"

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EXHIBIT "L"

Game Violation and Penalties Policy

The protection of the wildlife resources is materially affected by the degree of compliance with the state statutes, laws, regulations, ordinances, and administrative rules relating to wildlife. Wildlife resources are valuable without regard to property lines or lease boundaries; therefore, every person with access to Owner's property is required to comply with all wildlife preservation, protection, management, restoration laws and rules as described in the Florida Administrative Code ("FAC") and the Lease. It is equally important that persons having access to Owner's property are law abiding and have no record of serious crimes. As outlined below, any and all persons engaged in hunting activities on the Premises will be held to the standards outlined in F.S. 379.401 Penalties and Violations, with the penalties for violation(s) outlined below:

Minor Violations (Level I & II as defined in FAC 379.401):

- Section 379.354 (1)-(15), providing for recreational licenses to hunt and fish
- Rules relating to seasons or time periods for the taking of wildlife
- Rules establishing bag, possession, or methods for taking wildlife
- Rules prohibiting access to wildlife management areas
- Rules relating to the feeding of wildlife
- Rules relating to restricted hunting areas or critical wildlife areas
- Section 379.33
- Section 379.105
- Violation of any term or condition of the Lease

1st Minor violation will result in the individual being placed on probation for a period of 1 year from the date of the violation. Individual will still have access to property during probationary period. At the conclusion of the probationary period, the record of the individual will be reviewed. If there are no additional violations during the probationary period, then the individual will be removed from probationary status. If there are additional violation(s) during the probationary period then the individual will be excluded from Owner's property for a period of 10 years.

Major Violations (Level III & IV as defined in FAC 379.401):

- Section 379.407(2), Section 379.354(17), Section 379.3014
- Section 379.401(1),(3),(6), Section 379.354(16), Section 379.404(5)
- Section 379.409
- Any Felony conviction, Trespass, Armed Trespass, Hunting from Road R of W, Gun & Light.
- Three or more minor violations within the past 10 years

Any major violation(s) will result in the individual being excluded from Owner's property for a period of 10 years from the date of the violation. If the individual is interested in accessing Owner's property after the 10 year period, then Owner will review the individual's background check, and make a decision based on the findings.

For the purposes of this policy a violation is defined as a person being issued a citation and receiving any judicial disposition other than acquittal or dismissal.