LEASE AGREEMENT

THIS LEASE AGREEMENT (the “Lease”), is made this ____ day of __________, 20____, by and between Aspen Plantation LLP, a Minnesota limited liability partnership (“Lessor”) and _________________ (“Lessee”). Either Lessor or Lessee may be individually referred to herein as a “party” or collectively as the “parties.”

In consideration of the mutual covenants herein contained, and of other good and valuable consideration, the parties hereby agree as follows:

1. PROPERTY. Lessor does hereby lease to Lessee and Lessee does hereby lease from Lessor approximately ________ acres of land legally described on Exhibit A attached hereto (the “Property”).

2. TERM. This Lease shall commence on the later to occur of (a) September 13, 2014; or (b) Lessor’s acceptance of the rental fee as described in Section 5 below, and continue until December 31, 2014 unless terminated early by either party in accordance with the terms hereof (the “Term”).

3. EARLY TERMINATION. Either Lessor or Lessee may terminate this Lease prior to its expiration date for any reason or no reason upon sixty (60) days’ written notice to the other party. In the event Lessee elects to terminate the Lease early, Lessee shall not be entitled to a refund of any portion of the Rent. In the event Lessor elects to terminate the Lease early, Lessee shall be entitled to a refund of the Rent prorated in accordance with the remaining Term of the Lease.

4. USE. Subject to the terms and conditions set forth in this Lease, Lessor does hereby grant to Lessee the exclusive right to access the Property for the purpose of lawfully hunting game and for no other purpose.

(a) Lessee’s access to the Property shall be limited to a maximum of ____________ (__) individual hunters at any given time.

5. RENT. Lessee shall pay to Lessor a rental fee (the “Rent”) in the amount of $_______________ for the Term, payable in full in advance prior to the commencement of the Lease Term via money order or cashier’s check; personal checks will not be accepted.

6. GENERAL POLICIES.

(a) Safety. Safety concerns are of the highest priority. Lessee and all guests and invitees are expected to conduct all activities in the safest manner possible.

(b) Good Neighbor Relations. Lessee shall attempt to settle all disputes with neighboring landowners and hunters before bringing any such dispute to the attention of Lessor.

7. RULES AND REGULATIONS. Lessee agrees that so long as the Lease remains in effect, Lessee shall:

(a) abide by all applicable state and federal hunting and game laws, rules and regulations in effect during the Term, including but not limited to all licensure requirements;

(b) maintain proper safety procedures for possessing and operating firearms;

(c) be personally responsible for the actions and activities of all persons hunting under this Lease and to act as a representative in matters regarding all activities carried out under this Lease;

(d) limit the number of hunters to that provided for in Section 4(a);

(e) keep records of all wild game harvested from the Property;

(f) drive vehicles only on established roads and leave all gates as originally found;

(g) review the terms of the Lease with all of Lessee’s guests, invitees or members;

(h) use every precaution to protect wildlife, timber, trees, forest products and Lessor’s property from poaching, theft, fire or other damage;

(i) repair any and all damage Lessee causes and return the land and Property to Lessor in its prior condition at Lessee’s expense;
report any violations of applicable law, the rules and regulations stated herein, road problems, theft, damage, poaching or fire immediately to Lessor;

prevent trespassing and inform others of its exclusive access to the Property;

remove any equipment or personal property owned by Lessee upon the expiration or termination of the Lease with the understanding that Lessor will take ownership of any property not removed from the Property within fifteen (15) days of expiration or termination of the Lease;

abide by all regulations regarding motorized vehicle use, including all-terrain vehicles, established by the Minnesota Department of Natural Resources; and

abide by all written rules and regulations set forth herein.

Lessee further agrees Lessee shall not:

build or erect a permanent structure of any kind on the Property;

build or create any road on the Property;

feed deer or any other wildlife on the Property;

cut or trim any timber on the Property;

damage, remove or destroy any growing trees, crops, buildings, fences, roads or other improvements located on the Property;

nail, screw or otherwise affix hunting stands to any timber; portable deer stands are permitted;

use freestanding stands higher than sixteen (16) feet;

place hunting stands within fifty (50) feet of a private property line without permission from the adjoining landowner;

nail or fasten signs to timber on the Property;

engage in target practice on the Property, or otherwise discharge any weapon except in the actual act of hunting game;

build or erect gates on the Property without Lessor’s prior written permission; which may be granted or withheld in Lessor’s sole discretion;

litter or dispose of trash of any kind on the Property; or

release, stock, breed or raise any species of animal.

8. LESSOR’S ACTIVITIES. Lessee acknowledges and agrees that forestry and/or agricultural practices are being conducted on the Property and shall in all cases take precedence over Lessee’s rights under this Lease. Neither Lessee nor Lessee’s guests shall interfere with Lessor’s activities. Lessee further acknowledges that at certain times it may become necessary for Lessor to engage in road building, site preparation, planting or logging on the Property. Lessor will not be responsible for damages to temporary structures or any inconvenience to Lessee caused by such activities.

9. LESSOR’S RIGHTS. During the Lease Term, Lessor reserves the right to:

suspend or limit hunting on the Property due to fire danger or to conduct Lessor’s activities as described in Section 8 above;

exclude from the Property any person, whether Lessee’s member, guest or invitee, for conduct which, in Lessor’s sole discretion, violates applicable laws or the terms of this Lease;

access or enter the Property at any time for any reason without notice; and

sell, lease or exchange the Property at any time, in which case the Lease will automatically terminate upon notice to Lessee and Lessor will refund a prorated amount of Rent based on the Term remaining.

10. DEFAULT.

(a) Events of Default. Lessee’s failure or refusal to observe or perform any of the Rules and Regulations or other covenants, agreements or obligations under this Lease shall constitute an event of default.

(b) Remedies Upon Default. Upon any event of default, Lessor shall have the right (in addition to any other rights or remedies) to either immediately terminate the Lease or, from time to time, without terminating this Lease, to terminate Lessee’s right of possession of the Property.
11. **ASSIGNMENT AND SUBLETTING.** Lessee shall have no right to assign this Lease or sublet all or any part of the Property without Lessor’s prior written consent, which consent may be granted or withheld in Lessor’s sole discretion. If Lessor shall so consent to any one assignment or sublease, the consent shall apply only to the specific transaction, and not to any subsequent assignment or sublease.

12. **NOTICES.** All notices required or permitted hereunder shall be in writing and shall be deemed given when mailed by certified first class mail, return receipt requested, or personally delivered to Lessor or to Lessee, at the following addresses, or such other addresses as the parties may notify the other in writing:

   If to Lessee:

   __________________________________
   __________________________________
   __________________________________

   If to Lessor:

   Aspen Plantation LLP
   324 Manitoba Avenue
   Wayzata, MN 55391

13. **CAPTIONS.** The captions and headings herein are for convenience and reference only and do not limit or construe the provisions hereof.

14. **SEVERABILITY.** If any term, condition, covenant or provision of this Lease, or the application thereof to any circumstance shall, to any extent, be held by a court of competent jurisdiction or by any authorized governmental authority to be invalid, void or unenforceable, the remainder of this Lease shall not be affected by such holding, and the remaining terms, conditions, covenants and provisions hereof shall continue in full force and effect.

15. **_BINDING.** This Lease shall be binding upon and inure to the benefit of the parties and their respective heirs, successors and permitted assigns.

16. **LESSEE ACKNOWLEDGES THE INHERENT DANGERS ASSOCIATED WITH HUNTING, BOTH NATURAL AND HUMAN-CREATED.** LESSEE ACKNOWLEDGES THAT ACCIDENTS INVOLVING FIREARMS, AMMUNITION, FALLING TREES, HIDDEN GROUND OPENINGS AND OBSTACLES, POISONOUS PLANTS AND ANIMALS AND VARIOUS OTHER DANGERS MAY OCCUR ON THE PROPERTY. LESSEE ACKNOWLEDGES HIS/HER/ITS RECOGNITION OF THESE DANGERS AND THE POSSIBLE EXISTENCE OF DANGEROUS PHYSICAL CONDITIONS UPON THE PROPERTY, INCLUDING BUT NOT LIMITED TO THOSE DESCRIBED HEREIN. NOTWITHSTANDING THE FOREGOING, LESSEE AGREES THAT IT SHALL ENTER THE PROPERTY AT HIS/HER/ITS OWN RISK AND SHALL FURTHER INDEMNIFY AND HOLD HARMLESS LESSOR AND ALL OF ITS OWNERS, PARTNERS, MANAGERS, OFFICERS, EMPLOYEES, AGENTS AND ASSIGNS, FROM AND AGAINST ANY AND ALL CLAIMS, SUITS, LOSSES, DAMAGES, PERSONAL INJURIES, DEATHS AND ALL OTHER LIABILITY, INCLUDING BUT NOT LIMITED TO ATTORNEYS’ FEES AND COSTS ARISING DIRECTLY OR INDIRECTLY FROM LESSEE’S POSSESSION OF THE PROPERTY OR THE ACTIONS OR INACTIONS OF LESSEE OR LESSEE’S GUESTS ON THE PROPERTY.

17. **Counterpart, Electronic Signatures.** This Lease may be executed in any number of counterparts, and, each shall have the same effect as if each copy were signed by all parties. The parties to this Lease further agree that electronic and/or facsimile signatures on this Lease or any agreement related hereto shall be treated with the same force and effect as original signatures.

   [This space intentionally left blank; Signature Page follows]
In witness whereof, the parties have executed this Lease as of the date and year first above written.

ASPEN PLANTATION LLP

By
Its managing partner

__________________________