

ACCESS LICENSE

Subject to the terms and conditions set forth in this Access License (this “Agreement”), *Five Dot Land & Cattle Company*, including any affiliated entities, subsidiaries, or commonly owned properties operating under another name, including but not limited to *Mapes Ranch* (hereafter called “OWNER”), does hereby grant:

(hereafter called “LICENSEE”) a limited, non-exclusive, and revocable right to access and use only those portions of real property owned, leased, managed, or otherwise controlled by OWNER (the “Property”) to which LICENSEE has been specifically granted permission by OWNER, and only during dates and times communicated by OWNER to LICENSEE through a separate process or schedule.

Access is granted strictly for the purpose of *hunting and activities related to hunting*, which may be conducted under the name *Five Dot Pheasant Club* or *Five Dot Pheasant & Chukar Club* (the “Purpose”). This Agreement does not entitle LICENSEE to access any portion of the Property beyond the areas or timeframes specifically authorized by OWNER.

TERM:

This Agreement is valid from the date of execution until the end of that calendar year. LICENSEE shall execute a new Agreement annually thereafter to request access and use of the Property. OWNER reserves the right to modify and/or terminate the term of this Agreement at any time, notwithstanding any terms and conditions described herein and below.

LIMITATION ON PROPERTY ACCESS AND TIMING:

This Agreement does not grant LICENSEE unrestricted access to all land owned or controlled by OWNER. LICENSEE may only access those specific properties or portions of properties on such dates and times as have been separately designated or communicated by OWNER. All such scheduling, coordination, and access limitations shall be determined at OWNER’s sole discretion and conveyed via email, phone, text, map, calendar, or other communication methods deemed appropriate by OWNER. Unauthorized entry onto any undesignated property or during unauthorized times shall constitute a material breach of this Agreement.

PURPOSE:

LICENSEE shall only take actions and conduct activities responsibly and reasonably necessary to carry out the Purpose, while visiting the Property.

COMPLIANCE WITH LAWS:

LICENSEE shall comply with all applicable federal, state, and local laws and regulations, including all laws, regulations, and rules relating to hunting, wildlife, and firearms. If LICENSEE violates any such law, regulation, or rule, LICENSEE’S rights and privileges under this Agreement may, at the election of the OWNER, be immediately terminated.

WAIVER OF CLAIMS AND INDEMNITY:

LICENSEE waives all claims against the OWNER and OWNER’S officers, directors, employers, lessees, and agents (the “Indemnities”) for damage to any property, or injury or death of any

person on the Property, arising from LICENSEE'S use of the Property and from any cause other than the gross negligence or willful misconduct of the Indemnities. LICENSEE shall keep OWNER safe, harmless, and defend OWNER against all claims, liability, damage, or loss arising out of any injury or death of any person or damage to or destruction of property attributable to the use of the Property by LICENSEE, except that caused by the gross negligence or willful misconduct of the Indemnities.

These waivers of claims and indemnity obligations shall apply even if such claims, liability, damage, or loss results, or is claimed to result, from the negligence of the Indemnities. These obligations shall include reasonable attorney fees, investigation costs, expert fees, and all other reasonable costs incurred by OWNER from the first notice that any claim or demand is to be made or may be made. OWNER shall promptly give notice to LICENSEE of any claim or demand. The provisions of this section shall survive the termination of this Agreement for any event occurring prior to termination.

LICENSEE understands that the Property is primarily used for grazing and agricultural operations and may contain a variety of natural and man-made hazards (the "Hazards"), including but not limited to: concealed holes or irregularities in terrain; barbed wire or fencing (some of which may be in disrepair); heavy equipment; dry, intermittent, or active creeks, streams, lakes, or other bodies of water; dirt roads or trails that may be in disrepair; farm animals; wild animals; plants which may be dangerous; and risks associated with the discharge and presence of firearms. LICENSEE recognizes that injuries or fatalities may result from such Hazards and acknowledges that these risks may be both obvious and concealed. LICENSEE agrees that hazards may arise from or be caused by negligent actions or omissions of the Indemnities.

LICENSEE agrees to accept and assume all risks related to entering and using the Property, including travel across the Property, use of vehicles, participation in hunting activities, and other related actions. LICENSEE expressly waives any claims against the Indemnities for injury or damage, and hereby gives up and waives, on behalf of themselves and their spouse, children, heirs, and assigns, any and all claims against the Indemnities for damage, liability, or expenses of any kind arising directly or indirectly from any Hazards on the Property.

LICENSEE SIGNATURE

DATE

INSURANCE:

LICENSEE shall maintain homeowners' insurance or other insurance with general liability coverage for personal injury, death, and property damage, with limits of no less than \$1,000,000. Proof of such coverage shall be provided to OWNER upon request.

REVOCAION OF ACCESS:

OWNER reserves the right to revoke LICENSEE'S access to the Property at any time, with or without cause, and without notice. Revocation may occur immediately and without refund if LICENSEE violates any provision of this Agreement, any law or regulation, or any rule or guideline issued by OWNER. Upon revocation, LICENSEE shall immediately vacate the Property and remove all personal property. Failure to comply may result in legal action.

ADHERENCE TO RULES:

OWNER may issue rules and guidelines regarding LICENSEE'S conduct while on the Property. LICENSEE agrees to comply with all such rules. Any violation of these rules may result in immediate termination of all rights under this Agreement.

CONDITION OF PROPERTY "AS IS:"

LICENSEE accepts the Property in its current, "as is" condition, without warranty or representation of any kind by OWNER.

BINDING UPON OTHERS:

This Agreement shall be binding upon each party's heirs, assigns, agents, employees, and personal representatives.

COUNTERPARTS:

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

ENTIRE AGREEMENT:

This Agreement constitutes the entire agreement between OWNER and LICENSEE with respect to the use and access of the Property for the stated Purpose. Any prior or contemporaneous agreements not expressly stated herein are null and void unless otherwise agreed to in writing by both parties.

EXECUTION:

LICENSEE:

Printed Name

Mailing Address: Street City State Zip Code

Day-Time Phone Email Address

Signature Date

OWNER:

Five Dot Land & Cattle Company
Printed Name

Mailing Address: P.O. Box 50 Standish CA 96128
Street City State Zip Code

RULES OF CONDUCT – HUNTING

I. General Conduct and Access

1. LICENSEE shall comply with all applicable laws, including those of the California Department of Fish and Wildlife.
2. LICENSEE shall not enter the Property under the influence of drugs or alcohol beyond the legal limits.
3. Unauthorized guests or individuals not listed on a signed access agreement are not permitted to accompany LICENSEE while on the Property.

II. Safety Rules

1. Firearms must be used lawfully and safely at all times. Unsafe handling or discharge will result in immediate removal from the Property.
2. LICENSEE shall not discharge firearms across roads or in a manner that endangers persons, animals, structures, vehicles, or as otherwise restricted by law.
3. Target shooting or casual discharge of firearms for non-hunting purposes is strictly prohibited unless specifically authorized by OWNER.
4. All LICENSEES and guests must wear blaze orange hats and/or vests while hunting, unless otherwise exempted by law or OWNER.

III. Vehicle and Equipment Use

1. Vehicles shall not be operated on roads that are wet or muddy to the extent that visible ruts are left. LICENSEE is responsible for determining road conditions. Any damage caused may result in LICENSEE being held financially responsible for road repairs.
2. Vehicle access may be restricted in certain areas or during certain seasons to protect roads, pastures, or wildlife habitat.
3. ATVs or other recreational off-road vehicles are prohibited unless specifically authorized by OWNER.

IV. Property Respect and Land Use

1. All gates must be left in the condition in which they were found (open or closed).
2. LICENSEE shall not interfere with ranch operations, employees, or equipment, including but not limited to approaching livestock or entering barns, shops, corrals, or other structures.
3. Use of drones or other aerial surveillance equipment is prohibited unless expressly approved by OWNER. This includes for purposes such as scouting wildlife, recording video, or surveying land.
4. The use of bait, feed, or attractants is prohibited unless expressly authorized by OWNER and compliant with state law.

5. Permanent blinds or stands may not be constructed. Temporary blinds or stands must be removed after each hunt unless otherwise authorized in writing by OWNER.

V. Campfires, Camping, and Clean-Up

1. Campfires are not permitted for any reason.
2. No overnight camping is allowed on the Property unless expressly authorized by OWNER.
3. All trash, spent shell casings, and personal belongings must be removed upon departure.

VI. Disciplinary and Incident Reporting

1. Trespassing on adjacent lands may result in immediate expulsion without refund.
2. LICENSEE cited for hunting violations or observed violating regulations may be expelled without refund.
3. Any accidents, injuries, or property damage must be reported to OWNER immediately.

By my signature below, I acknowledge that I have read, understand, and agree to abide by the terms of this Agreement and the rules stated above.

LICENSEE SIGNATURE

DATE