

INDIVIDUAL LAKE LEASE CONTRACT



STATE OF FLORIDA
COUNTY OF HAMILTON

THIS AGREEMENT, made and entered into the _____ day of _____ 20____, by and between **WESTPORT CAPITAL PARTNERS, LLC (a Florida Partnership), d.b.a., BIENVILLE PLANTATION.**, (herein called “Lessor”), and _____, (herein called “Lessee”):

That for the term and in consideration of the rentals hereinafter set forth, and the covenants, conditions and obligations to be observed and performed by Lessee, Lessor does hereby grant unto Lessee limited rights and privileges proscribed in this document “A” and addendum “B” of protecting and taking legal fish on certain contained non-navigable bodies of water of Lessor in Hamilton County, Florida (the “Property”), which are more particularly described and set forth in Exhibit A, which is attached and by reference specifically made a part hereof, together with full rights in Lessee to enter, upon, over, across, and out of the Property solely for purposes above described and for none other whatsoever. It is understood that fishing rights for any excluded species may be granted to a third party, by the Lessor.

The term of the Lease is one (1) year, and unless sooner terminated as provided herein, will extend from the _____ day of _____, 20____, to the _____ day of _____ 20____, (the “Term”). The grant of any extension or renewal hereof, as well as its terms and conditions, shall be at the sole discretion of Lessor and, if granted, shall be reduced in writing and executed by the parties. Check all that apply and add total on line (1).

_____ Lake Bienville - \$3,250.00

_____ Lake Purvis - \$3,000.00

1. (a) The initial annual rental fee (less any pro rata from any previous agreement) for which this Lessee is granted is _____ Dollars, (\$_____), payable in advance to Lessor at its office in White Springs, Florida and must be made by personal check, cashier’s check, money order or a valid credit card prior to the commencement of the Term. A credit card is required to be recorded for future charges.

(b) The annual Lease fee after the initial year of the Term shall be subject to negotiation between the parties. The annual Lease fee after the initial year shall be agreed to, in writing, at least sixty (60) days, before the expiration of the then current Lease year. If either of the foregoing conditions shall not be met, then the Term shall notwithstanding any other provision hereof, be terminated on the last day of the then current Lease year. "Lease Year" shall mean each twelve (12) month period commencing on the month and day that the Term commences.

(c) In the event that any rental fee is not paid when due, Lessee shall pay a late fee of five percent (5%) of the amount thereof.

2. Lessee recognizes, understands and acknowledges that Lessor has acquired and holds the Property for the purpose of planting, growing, protecting, maintaining, conserving and harvesting thereof, trees, timber, pulpwood and other forest products, and for other uses in connection with its operations, and Lessee agrees that all rights and privileges hereunder granted are, and shall be, at all times expressly subject to Lessor's basic and primary rights to prevent any fire, waste, nuisance or unnecessary damage to the Property or the commercial value thereof, and to develop, use enjoy and protect the Property without limitation. Therefore, Lessee's exercise of any of its rights under this Lease shall in no way impede or hinder Lessor in the full enjoyment of the Property as above described, and if it becomes necessary, expedient or advisable for Lessor to prohibit, curtail or suspend all fishing on the Property, Lessor shall have the right to do so immediately upon written notice thereof to Lessee, or Lessor may cancel this Agreement as provided in Paragraph 4 hereof.
3. Lessee recognizes that Lessor reserves the right to limit fishing on all leased lakes to preserve and protect the quality of the fisheries. In the event of such a limitation is deemed necessary by Lessor, Lessor shall give Lessee a minimum of fourteen (14) days prior written notice to email address provided by Lessee in this contract. Lessee further recognizes that Lessor reserves the right to suspend fishing on all leased lakes without notice in the event of the following: (1). Major weather events that may affect the conditions of the roadways, (2). If Lessee is required to close roadways due to mining and/or maintenance of roadways. If in the event Lessee is affected by such roadway closure due to mining and/or maintenance for more than seven (7) consecutive days then that period of time that Lessee was affected will be added onto the end of the lease period.
4. Lessee further expressly covenants and agrees:
 - (a) Additionally, whether Lessee is a corporation or not, Lessee shall provide to Lessor the name, address and driver's license number of the guest of Lessee to whom the privileges of fishing on the property has been granted by Lessee prior to that guest fishing on the Property as well as the specific time period that the guest shall fish on the Property.
 - (b) That neither Lessee nor his guest shall engage in any commercial, fishing, or recreational pursuits on the Property, except as specifically allowed by Lessor or permit any other persons to do so, and Lessee shall not sell or sublicense the fishing rights on the

Property, nor make any charge, on a commercial basis, to Lessee's or guest for the privilege of, fishing, or recreation on the Property.

(c) To use every precaution to protect the aforesaid land, soil, timber, trees and forest products from fire or other damage and, to that end, Lessee will assist and exercise every effort to extinguish any fire or correct any damage that occur on the Property. In the event that any fire shall be willfully or negligently started or allowed to spread onto the Property by Lessee or by his guest or in the event that other damage is caused to the Property, Lessor shall have the right immediately to cancel this agreement without notice, and any unearned rentals theretofore paid shall be forfeited to Lessor. In addition, Lessor shall be entitled to recover from Lessee any loss caused to Lessor including costs and reasonable attorney's fees that Lessor sustains as the result of such fire or damage.

(d) To assume responsibility, and to pay, for any trees, timber or other forest products that may be cut, used, damaged and/or removed from the Property by Lessee, or guest.

(e) To comply when using the Property with all laws, ordinances, and regulations pertaining to environmental matters and shall not permit any hazardous materials (as that term is defined by law) to be placed or kept on the Property; and to not cause any pollution to air, ground or water from Lessee's use of the Property; and to make no use of the Property which involves any disturbance to surface water including drainage, retention or storage thereof.

5. Except as otherwise provided, Lessor and Lessee each reserve the right to cancel this Agreement, for any reason, after first giving the other party thirty (30) days prior written notice thereof. In the event of any cancellation by Lessor without cause, Lessor covenants and binds itself to refund unto Lessee any prepaid rentals on a prorated basis governed by the time within the then current Lease year that the Property has been available to Lessee and the time that it has not been available for fishing. In the event if cancellation by Lessee, or in the event of cancellation by Lessor for cause, no prepaid rentals shall be subject to refund and Lessor shall retain all such amounts, not as penalty, but as liquidated damages for breach of this Agreement.

Lessor has informed Lessee that mineral rights in, on and under the Property are held by PCS which has the right to mine, explore for and extract the minerals from the Property during the term of this Agreement in such manner as to materially interfere with the rights of Lessee granted pursuant to this Agreement, then either party shall have the right, upon ten (10) days written notice to the other, to terminate this Agreement in whole, or with respect to that part of the Property as to which granted between the parties upon termination, and neither shall have any further liability to the other with respect to that part (or all) of the Property as to which the Agreement is terminated.

6. Lessee agrees to maintain and conduct all activities on the Property in a clean and litter-free manner. All dumping or littering is expressly prohibited and Lessee further agrees periodically to inspect the Property and to remove all unauthorized trash.

7. The rights and privileges granted herein shall not be assignable, transferable or sublicensed by Lessee with the express written consent of Lessor. Any attempts by Lessee to assign, transfer or sublicense the privileges granted by the Agreement without consent of Lessor as provided herein, shall be void ab initio and shall result in the immediate cancellation of this Agreement without refund.
8. Lessee will be provided a combination to the lock maintained on the gate to the access road to the property. At no time should Lessee take any action to exclude, "bypass" or "lock-out" Lessor from the property, either through the use of said lock or any other method.
9. If Lessee shall fail or refuse to pay the aforesaid rent at the time and in the manner set out herein, or fail to do or perform any of these other covenants or undertakings on its part herein contained, or violate any of the conditions hereof, then Lessor shall have the right of immediate termination of this Agreement; and upon written notice of such termination delivered to Lessee by mail or in person, may enter upon the Property and take possession of the Property without further notice, and may expel Lessee thereof with or without process of law. In the event of such termination, Lessee shall not be entitled to any reimbursement of rental paid. No delay or forbearance on the part of Lessor shall be deemed a waiver of its right to exercise this option upon any subsequent default.
10. Lessee agrees to inform its guests, of their obligations and responsibilities under this Agreement.
11. Lessor shall provide any notice required herein to Lessee at the address listed below.
12. The parties hereto agree that there are no oral or written conditions, promises, covenants, representations or inducements in addition to or at variance with any of the terms hereof and that this Agreement represents the voluntary and clear understanding of both parties fully and completely.
13. Lessee agrees to indemnify and hold Lessor and PCS harmless from and against all claims, demands, payments, suits, actions, recoveries and judgments of whatsoever nature, kind, and description, brought, recovered or exacted against Lessor for, or on account of, any injury (including death resulting thereof) or damage received or sustained by any person or persons by reason of any act or omission of Lessee, his agents, guests and those acting by or through Lessee, resulting from, incidental to, or arising out of the operations of Lessee hereunder, whether or not such is alleged to have been caused on whole or in part be the negligence of Lessor, his agents, employees or guests. Lessee further agrees to defend all such actions at its own expense, to pay all charges of attorney's fees and court costs and all other expenses of any kind and character and, in the event that judgment is rendered against Lessor in any such action, to satisfy the same.
14. Lessee assumes responsibility for the condition of the Property, and Lessor shall not be liable or responsible for any damages or injuries caused by vices or defects therein to the Lessor, its members or retail guests, or to any other persons in or on the Property who derived his right to be thereon from the Lessee.

15. Lessee and Lessor agree that notwithstanding local law, convention or custom, this Lease creates a mere Agreement to use the Property and does not, nor shall it be construed to create, an interest in the Property. Lessee acknowledged that it does not and will not use or claim any interest in the Property or in any land adjacent or contiguous thereto adversely to Lessor.
16. This Agreement is made and accepted; a) without any representations or warranties of any kind on the part of the Lessor as to the title or suitability to the purposes for which the same is granted, and, b) expressly subject to any and all existing easements, mortgages, reservations, liens, rights-of-way, contracts, leases (whether grazing, farming, oil, gas or minerals) or other encumbrances of servitudes now of record or on the ground affecting the Property and to any such agreements that may hereafter be granted from time to time to others be Lessor.
17. It is further stipulated and agreed that; a) whenever herein the title "Lessee" is used, it is intended, and shall be deemed, to include and shall be binding upon, Lessee, his successors and assigns, and Lessee's servants, employees, invitees, guests, agents and contractors, and, b) wherever herein the title "Lessor" is used, it is intended and shall be deemed to include and shall be binding upon Lessor's successors and assigns, save and except only in either case those instances wherein the text clearly indicated a contrary intention.
18. Lessor and guests of the Lessor reserve the unlimited right to hunt and/or fish on the Property.
19. Lessee, and his guest shall, at all times upon the Property, comply with all federal, state and local laws, ordinances, regulations and rulings related to hunting, fishing and environmental matters. All Lessee/guest will be subject to be inspected by Florida Game and Fish and/or Bienville Security or Staff.
20. Lessee and any guest shall abide by the following rules and regulations:
Failure to abide by every one of the following rules and regulations will result in immediate termination hereof.
 - 1) Lessee or guest shall not enter any plants, work areas or other designated Bienville/PCS owned areas.
 - 2) Lessee shall stay on existing roadways and shall not block such roadways. Lessee shall only traverse roads designated for lake access.
 - 3) There shall be no boats in restricted areas (personal vehicles, trailers, etc.)
 - 4) Lessee shall neither wade nor swim in the waters located on said property.
 - 5) Lessee can fish from the shore at Lake Purvis, but only while lodging. There is to be no night fishing. Lake Purvis is available for those purchasing a lease for that lake or those purchasing all lakes as one package.

- 6) Boats used by Lessees are restricted to electric trolling motors or gasoline engines at idle speed only. There shall be no riding dikes or levees.
- 7) Lessee shall use caution and watch for electrical power, vehicles, equipment, deep water and drop-offs.
- 8) No bass are to be taken by Lessee or any guest thereof; any and all bass are to be released immediately. If caught with bass in your possession at any time, Lessor shall be immediately terminated without refund.
- 9) No bream to be taken which weigh less than ¼ pound or crappie less than 8 inches in length. Violations will result in the termination of the lease without refund.
- 10) Lessee may bring no more than **two** guest with them as often as they like per day onto said property. **The Lessee's guest shall be subject to the same rules, regulations as set forth herein, and violations by guest shall be considered a violation by the Lessee.**
- 11) Lessees and guest are required to sign in at the designated check in site, fill out the log sheet. One boat with a maximum of two per boat. No additional guests or boats allowed unless pre-approved by Lessor.
- 12) Lessee must prominently adhere the permit provide by Lessor in the window of their vehicle listing lake/lakes leased with expiration date.
- 13) Refer to Lease guidelines, which are activity specific, listed as addendum **B** to this Agreement **A**.
- 14) **Un-Guided Activity** – **Plantation staff and contract labor are not part of Lessee's scheduled activities.** This lease only gives the Lessee unguided fishing access to the leased portion of the Property referenced on page one (1) of this agreement.
- 15) **Safety** – Bienville Plantation interior roads from time to time may be relocated due to ongoing mining activity. Please use extreme caution and obey all Bienville posted directional signs. Do not deviate from designated lake roads. All other roads will be used by Bienville Plantation staff and hunting lease holders.

IN WITNESS WHEREOF, the parties have cause these presents to be executed in duplicate originals by their duly authorized officers of the day and year first hereinabove set out.

WESTPORT CAPITAL PARTNERS, LLC

BY: _____
Plantation Representative

LESSEE NAME (PRINT): _____ **DATE:** ___/___/20___

LESSEE SIGNATURE: _____

ADDRESS: _____

CITY: _____ **STATE** _____ **ZIP:** _____

WITNESS: _____

VEHICLE TAG#: _____ **VEHICLE DESCRIPTION:** _____

CELL PHONE: () _____ - _____ **WORK PHONE:** () _____ - _____

FAX: () _____ - _____ **EMAIL:** _____

CREDIT CARD # _____

VISA/MC/AMEX _____ **EXP. DATE** _____ **CODE** _____

SIGNATURE ON CARD _____

BY SIGNING, THE MEMBER AUTHORIZES WPC, dba. BIENVILLE PLANTATION TO CHARGE ALL OUTSTANDING BALANCES AND SUNDRY FEES TO THE CARD NUMBER RECORDED.

B

This addendum covers standards for all Lease Holders.

- Unguided fishing, every arrival the Lessee/guest will be required to check in at the designated site to fill out the daily log. This log will need to be filled out completely and correctly. We will keep track of guests brought and the log will be used for the security staff when riding the plantation. Boats and Lessee's/guest **will be checked** at random. It is here at the check in site where you will see the daily posted pass code for the electric gates leading to Lake Bienville and other lease lakes. It will be the Lease Holders' responsibility to retrieve the code each time they arrive. Bienville **WILL NOT** sign Lease Holders in and out, Bienville **WILL NOT** give codes over the telephone. -

Fishing

- **There may not be more than three people in each boat.** ALL Lessee's and guest will be required to check in at the designated check in site each day to fill out the arrival log. **Our security staff will use the log to check daily.**
- **Bienville Plantation Vehicle Stickers – You are required to adhere this current sticker to the inside driver's window. This means, peeling the backing off and sticking it to the windshield. Do not stick to a piece of cardboard, do not tape it to the windshield and do not leave a note on your dash stating that your sticker is in your other vehicle. If you fail to follow the above direction you may be asked not to return to Bienville.**
- Idle Speed only.
- "Snag" hooking for bass is strictly prohibited. Bienville Plantation reserves the right to terminate the lease of any Lessee caught "snag" hooking or having a guest who is caught "snag" hooking.
- Fishing on non-leased lakes is strictly prohibited. Any Lessee or guest found fishing a body of water not falling under this lease will result in immediate termination of the lease without any monies or privileges returned, and shall be considered trespassing.
- Catch and release on bass and artificial bait only.
- Live bait for pan fish (Minnows and Crickets only).
- Lessee & Guest can keep a total of 50 pan fish. The minimum sizes are as follows: Crappie minimum 8" in length limit and 25 pan fish ¼ lb. This is a total of 50 pan fish limit of crappie and/or blue gill/shell cracker limit is PER BOAT, PER DAY. NOT PER PERSON. We understand Florida State Game & Fish Limits as they relate to harvest limits on crappie and blue gill. We at Bienville will do whatever is necessary to maintain the fishery we have built over the years. Having said that, we will set our own limits, boundaries and guidelines to meet or exceed expectations from the State.
- All Lessees are responsible for the removal of their own trash.
- Bienville will not provide ice/drinks; Lessees are encouraged to bring their own.
- Lessees shall not be on the water before safe light and shall be off the water 30 minutes before safe light ends.
- All Lessee boats are subject to inspection by Bienville and Florida Game & Fish at any time. Any violations of Bienville Plantations and/or Florida Game and Fish regulations by Lessee or a guest will result in immediate termination the lease without any monies or privileges returned.

- Guided retail fishing will be sold on lease lakes by Bienville Plantation. Please be respectful of other lease holders, and/or our retail clients fishing that body of water.

Licenses and Fees

- Each member will need to have appropriate documentation on his or her person during any unguided or guided activity while on Bienville property.

Lodging/Dining & Etc.'s

- The pole barn area is off limits to all Lessees and their guests. The pole barn facility is only to be used by Bienville employees and contract guides.
- **Boats, trailers, or vehicles cannot be stored at Bienville.**
- There is to be no cleaning of any fish at the cabins or around the main lodge area.
- Bienville Plantation cannot accept walk in customers for dining; **RESERVATIONS ARE REQUIRED!**
- Restaurant bar privileges are only granted to those Lessees who purchased dinner. **Lessees or guests who sit at the bar for a drink will be graciously turned away if they do not have a dinner reservation.**
- The bar opens at 5:30PM for those enjoying dinner at Bienville Plantation. Dinner meals include open bar during the regular season; there will be no alcoholic beverages served any other time.
- Check in for lodging is before 4:00 PM and check out is by 9:00 AM on the day of departure.
- **Lessee** will be required to sign a one-time release form at the time of contract signing. Lessee's guest will fall under the same guidelines and rules within this contract.
- All charges during a trip incurred by the Lessee and their guest will be placed on ONE reservation and that reservation will be charged to the Lessee. Reimbursement to the Lessee from their guest meals, lodging, activities and other sundries will be the sole responsibility of the Lessee. **Bienville Plantation will not separate charges.** Attending guest will be on the Lessee reservation, there will be no separate reservations done for attending guest. Fees and outstanding balances must be settled before departure. Charges left without settling, including all outstanding balances, will automatically be charged to Lessee's credit card on file.
- No-shows or last minute changes in the number of guests for meals, lodging or activities will not be refunded.
- Bienville Plantation automatically includes a 10% charge for house gratuity on meals and a 12% gratuity charge for lodging. Gratuities are calculated by multiplying the full retail price of your meals by 10% and the full retail price of lodging by 12%. Please **do not leave cash in the cabins or on the dinner table.**
- **Plantation Closing Dates** – The Plantation will be closed for meals, lodging, guided fishing, guided duck, guided quail and unguided deer on the following holidays: **New Year's Eve, New Year's Day, Easter, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Eve and Christmas.** During Christmas, the Plantation will generally be closed two-three days before and two-three days after Christmas (These days will vary from year to year). Lease lakes maybe closed on certain holidays due to security and safety concerns. If in the event lease lakes will be closed Lessor must give Lessee thirty (30) days' notice of such closure.

- **Lake Bienville Closing** – Lake Bienville from time to time will have small corporate tournaments or several guided boats, as with other lease lakes. During these small tournaments, Lake Bienville will still be accessible to lease holders. Lake Bienville will be closed from to time for charitable tournaments. Dates will vary from year to year.
- Lessee's **MUST** accompany their guests at all times.

All Charges and Reservation Amounts Due By Lessee's and Guests Will Be Charged To the Lessee's CC# On File. It Will Be the Lessee's Responsibility To Collect Outstanding Charges Of Their Guests. Final Balances Will Not Be Split For Payment.

C

BIENVILLE RELEASE FORM

The undersigned acknowledges that Westport Capitals Partners, LLC. (“hereinafter referred to as WCP”) and Roaring Creek Plantation, LLC. (“hereinafter referred to as RCP”) are the owners of certain land over which I am participating in a guided tour for the purpose of hunting, fishing and other outdoor activities. I hereby assume risk of the consequences of my activities on the property of WCP/RCP and further acknowledge that neither WCP/RCP nor Potash Corporation of Saskatchewan (hereinafter referred to as “PCS”) is in any way liable to the undersigned for any damages or injury to his person or property, or death, occurring while on the property of WCP/RCP. It is understood and agreed that neither WCP/RCP/PCS nor any agent of WCP/RCP/PCS assumes responsibility for my safety, and I assume all such responsibility for my safety, and I assume all such responsibility. Neither WCP/RCP/PCS shall be liable for any injury or death incurred by the undersigned either while on the property or while making use of any transportation facilities which may be provided by WCP to, from and over the property. It is further understood that the undersigned will indemnify and hold harmless WCP/RCP/PCS from or against any claim, loss or damage whatsoever caused by or arising out of the permission of WCP/RCP/PCS to participate in said tour over its land agrees to release, indemnify and hold harmless for any resulting injuries or damages that I may sustain while on the property of WCP/RCP or that I may cause to any other person or property as a result of my activities.

The undersigned further acknowledges that he/she will participate on a tour guided and conducted by an independent contractor(s). I understand and acknowledge that said guide(s) is not an employee or agent of WCP/RCP but that he/she has the right to conduct this tour, and that WCP/RCP is not responsible for his./her acts or omissions.

Please Sign: _____

By signing this release I understand that it will cover any and all activities I take part in while an active Lease holder of Bienville Plantation and any guest that accompany me will follow all rules set forth in fore mentioned contract and it is my responsibility for any and all actions of my guest and damages that result from their actions.

This _____ **day of** _____ , _____ **thru same day and month of** _____