

RECREATIONAL LEASE

This Lease, made this ____ day of _____, _____, by and between **WEYERHAEUSER COMPANY**, a Washington corporation hereinafter referred to as "LESSOR," and _____ whose address is _____, hereinafter referred to as "LESSEE."

WITNESSETH:**1. THE LEASED PREMISES – GRANT OF LEASE – RESERVED POSSESSION AND USE.**

A. That LESSOR for and in consideration of the payment of the rental as hereinafter stipulated and in further consideration of the covenants and agreements to be observed, kept and performed by LESSEE and subject to the conditions, stipulations, restrictions and reservations, hereinafter more fully set forth by these presents does lease, let and demise unto LESSEE the exclusive right and privilege, but for the sole and only purpose for itself, its agents and invitees only, to hunt for animals, game and fowl, fish and use the Premises for a hunting camp site and/or recreational use, and for preparation for such hunting and for no other purpose, only during such times as permitted by applicable law. The lands in, on, over and upon which the rights and privileges herein granted are situated in _____ County, Michigan, containing _____ acres, more or less, and more particularly described and/or shown on Exhibit "A", attached hereto and made a part hereof as if fully incorporated herein (the "Land").

B. This Lease shall be specifically and particularly subject and subordinate to any and all operations and developments, uses and occupations in, on and from the Premises or any part thereof which may now or at any time hereafter be carried on by LESSOR, its tenants or assigns. LESSOR may fully and freely use the Premises for lumbering, timbering, residential farming, mercantile and all other lawful purposes, whether of same or similar kind or not. LESSEE acknowledges that LESSOR owns the Premises primarily for timber production and the exploration and development of minerals and LESSEE shall in no manner interfere with LESSOR's timber harvesting, silvicultural activity, miscellaneous commercial or mineral operations or those of LESSOR's contractors or mineral lessees on the Premises. LESSOR's reserved possession and use includes, but is not limited to, the following:

(a) All the timber now or hereafter located on the Land, whether standing or fallen, and including, without limitation, all sawtimber, pulpwood timber, seedlings, saplings, all other trees of every size and kind whatsoever and all growth hereafter occurring on all such timber, trees, seedlings and saplings (all of the foregoing being hereinafter called the "Timber");

(b) The exclusive right to (i) enter upon, use and occupy the Land to the extent necessary, appropriate or desirable in order to cultivate, plant, grow, produce, manage, protect, cut, harvest, scale, gather, store, remove, transport, market and sell the Timber and timber and forest products located on other lands, (ii) reforest the Land and (iii) conduct on the Land all such activities and operations and make, construct and use all improvements and facilities as are necessary, appropriate or desirable in connection with the activities set forth in clauses (i) and (ii);

(c) The exclusive right to (i) open, clear, construct, maintain and use roads, trails, bridges and access ways and other improvements incidental thereto on, over, across and through the Land for the purposes described in subparagraph (b) above and (ii) grant easements and licenses to third parties for any purposes described in clause (i) of this subparagraph (c). The reserved rights set forth in this subparagraph (c) and subparagraph (b) above are hereinafter called the "Reserved Rights"; and

(d) All of the minerals of whatever kind and character, including, without limitation, gas, oil, metals and ores (hereinafter called the "Minerals") in and under all tracts of the Land and all of the usual and customary rights to enter upon and use the surface of the Land in any way or manner necessary or convenient for the purposes of exploring for, drilling,

mining or extracting by underground methods and removing and storing any or all of the Minerals (the "Mineral Rights") which in each case have been conveyed or reserved of record or are owned by LESSOR or a person other than LESSOR (any such person is hereinafter referred to as a "Mineral Rights Owner" and all of such persons are collectively referred to as the "Mineral Rights Owner").

The Timber and the Reserved Rights are hereby excepted and reserved for the benefit of LESSOR and its successors and assigns; the Minerals and the Mineral Rights are hereby excepted and reserved for the benefit of LESSOR and its successors and assigns or the Mineral Rights Owners and their successors and assign, as the case may be. The time, place, means and methods of the use, exercise and enjoyment of any and all of the Reserved Rights, the management, cultivation, protection, production, cutting, harvesting and removal of the Timber and the reforestation of the Land shall be determined by LESSOR in its sole discretion; the time, place, means and methods of the use, exercise and enjoyment of any of the Mineral Rights shall be determined by the owner thereof, whether LESSOR or a Mineral Rights Owner, in its sole discretion. The Timber may be cut or harvested, from time to time, by selective, clear cutting or any other methods as LESSOR shall in its sole discretion determine. LESSOR and the Mineral Rights Owners shall also have the right to permit their respective employees, agents and contractors to enter upon, use and occupy the Land for and in connection with the exercise and enjoyment of (i) in the case of LESSOR, the Reserved Rights and the Mineral Rights or such portion thereof as may be owned by LESSOR from time to time and (ii) in the case of each Mineral Rights Owner, the Mineral Rights or such portion thereof as may be owned by such Mineral Rights Owner from time to time. The Land, exclusive of the Timber, the Reserved Rights, the Minerals and the Minerals Rights, is hereinafter referred to as the "Premises".

2. TERM.

The term of this Lease shall commence on _____ and extend through _____. LESSEE acknowledges that LESSOR has made no oral or written commitment or promise to renew or extend this Lease. It is expressly understood and agreed that LESSOR shall have the right and option to terminate this Lease with or without cause at any time upon ten (10) days written notice to LESSEE. In the event of termination by LESSOR without cause, LESSEE shall be refunded the pro rata portion of advanced, unearned rental paid by LESSEE.

3. BASE RENTAL FEE.

LESSEE shall pay to LESSOR the amount show on Exhibit "B" ("Base Rental Fee"). The Base Rental Fee includes additional rent for real estate taxes and assessments. LESSEE shall also pay for all taxes levied or assessed against the Premises or any improvements which LESSEE may construct thereon becoming due and payable during the term of this Lease; provided that LESSEE shall not be obligated to pay for any taxes or assessments with respect to the Timber or the Minerals. The parties shall prorate any taxes or assessments relating in whole or in part to periods before the Commencement Date or after the expiration date of this Lease. Such Rent shall be paid by **U.S. Postal Money Order, certified check, credit card or electronic funds transfer (EFT).**

4. USE.

LESSEE may hunt for animals, game and fowl, fish and use the Premises for a hunting camp site and/or recreational use, and for preparation for such hunting, and for no other purpose. Incidental only to the use of the Premises as permitted hereunder LESSEE may cut fallen or dead timber found on the Premises for burning in fires for heating any dwelling on the Premises.

5. LESSEE'S COVENANTS.

Without LESSOR'S prior written approval LESSEE, for itself and for its agents and invitees, shall not:

(a) Cut or remove any of the Timber located on the Premises or do or permit to be done upon the Premises anything which would interfere with the exercise by LESSOR of any of the Reserved Rights or by LESSOR or the appropriate Mineral Rights Owner, as the case may be, of any of the Mineral Rights or which may materially damage, destroy or detract from

or adversely affect the Timber of the Minerals or to any material extent any of the other natural environmental qualities and properties of the Premises.

(b) Construct any road or roads on the Premises. LESSEE shall in no event damage or destroy any road or roads now located or to be located in the future on the Premises. In accordance with our "Best Management Practices," LESSEE shall not remove or damage erosion control devices including but not limited to water bars. A copy of these guidelines will be made available upon request. LESSEE shall use trucks, automobiles, tractors, jeeps and other similar licensed vehicles where approved on existing established woods roads.

(c) Clear or construct shooting lanes, food plots or other wildlife enhancement projects on the Premises.

(d) Place or drive nails, spikes, or metal objects into any trees or timber on the Premises for any purpose whatsoever.

(e) Erect any type of road barrier. If approved by LESSOR, LESSEE shall have permission to construct a gate to LESSOR'S specifications upon the Premises. LESSOR reserves the right to require LESSEE to use a lock on the gate as provided by LESSOR. **It is further understood and agreed that under no circumstances shall LESSEE use chains and/or cables as blocking devices.**

(f) Construct or erect structures, buildings, power lines, waterlines, roads or other improvements upon the Premises. No deer stands shall be placed, erected or constructed on any improved road right-of-way that would impede the maintenance of said right-of-way.

(g) Engage in any commercial hunting, fishing or recreational pursuits on the Premises, nor permit any other persons to do so, nor make any charge, on a commercial basis, to anyone for the privilege of hunting, fishing, or recreation on the Premises.

(h) Agree to any plan or program concerning the regulation of the management of water, land or other natural resources on the Premises.

(i) Except as set forth in Paragraph 5 hereof, set fires or allow fires to be set on any portion of the Premises. LESSEE will promptly notify LESSOR of any fire on the Premises or on adjacent lands.

(j) Hunt within one hundred (100) yards of any public road or public right-of-way, nor discharge a firearm across any public road or public right-of-way, or within sight of any house or public property, or hunt within three hundred (300) yards of any active timber management and/or harvesting operations.

(k) Use trucks, automobiles, tractors, jeeps and other similar licensed vehicles or ATV's except where approved on existing established woods roads.

(l) Commit or suffer any waste of the Premises, (ii) permit anything to occur thereon which constitutes a nuisance or (iii) permit the Premises or any part thereof to be used for any unlawful purpose. LESSEE shall keep the Premises free of all trash, refuse and garbage.

(m) Locate a cable across any roads or trails on the Premises.

(n) Make any additions to or modify or remodel any structures already existing on the Premises, nor construct or place any new structures (such as outbuildings, sheds or any other buildings of any kind or size) on the Premises without express prior written consent of the LESSOR, which may be withheld or denied in LESSOR's sole discretion. Any and all such requests for consent to make additions to, modify or remodel any such existing structures or to construct or place any new structures on said Premises shall be directed to the LESSOR at the address specified in Paragraph 19 of the Lease Agreement, Attention: Forestry Manager, and

shall be accompanied by plans showing the proposed addition, modification or remodeling in reasonable detail.

(o) Neither ignite nor permit to be ignited any fires on the Premises, except fires for heating any dwelling on the Premises, if such fires are incidental to the use of the Premises by LESSEE as permitted hereunder.

Failure to comply with any of these covenants will be a material breach of this lease which may result in cancellation of the lease at the LESSOR's election.

6. REPAIR AND MAINTENANCE.

A. LESSEE shall, at its own cost and expense, keep and maintain any structures or other improvements which it may construct on the Premises in such condition and repair as is safe and sanitary and suitable for the purposes for which the same are being used from time to time and shall make all necessary repairs, replacements and renewals in order to maintain such repair and condition. LESSOR shall have no liability or responsibility for the maintenance and repair of the roadways and trails, if any, on the Premises or of any structures or other improvements constructed thereon by LESSEE, or any other buildings, structures or improvements now or hereafter located on the Premises. LESSEE shall not alter, damage or in any way whatsoever do any act which shall diminish the value of any buildings, structures, improvements or any roadways and trails related improvements, which are now, heretofore or hereafter located on the Premises, and LESSEE shall repair any damage to such buildings, structures, improvements or roadways, trails and related improvements resulting from use by LESSEE, its agents or invitees.

B. LESSEE assumes responsibility for the condition of the Premises, and LESSOR shall not be liable or responsible for any damages or injuries caused by any defects therein to the LESSEE or to any other persons in or on the Premises who derive their right to be thereon from the Lessee.

7. COMPLIANCE WITH LAWS; LIENS.

A. In its use of the Premises and in any construction, installation, erection, alteration, maintenance and repair of any structures or other improvements, LESSEE shall comply with all applicable laws, regulations and orders of all governmental entities having jurisdiction thereof. LESSEE will not use or occupy the Premises for any unlawful or illegal purpose whatsoever.

B. LESSEE shall not create or permit to be created or to remain, and will remove and discharge any charge, lien, security interest or encumbrance upon the Premises which arises for any reason (excluding any lien, encumbrance or charge created by LESSOR or of record as of the Commencement Date), and any charge, lien, security interest or encumbrance which arises out of the use, occupancy, alteration, repair or rebuilding of the Premises by LESSEE or by reason of labor or materials furnished or claimed to have been furnished to LESSEE at the Premises. Nothing contained in this Lease shall be construed as constituting the consent or request of LESSOR, express or implied to or for the performance by a contractor, laborer, materialman, or vendor of any labor or services or for the furnishing of any materials for construction, alteration, addition, repair or demolition of or to the Premises or any part thereof. Notice is hereby given that LESSOR will not be liable for any labor, services or materials furnished or to be furnished to LESSEE, and that no mechanics or other liens for any such labor, services or materials shall attach to or affect the interest of LESSOR in and to the Premises. LESSEE shall obtain lien releases in advance of having any labor and/or materials furnished to the Premises.

8. DEER STANDS.

All deer stands shall be portable and shall not be nailed to or otherwise permanently affixed to or built in trees. LESSOR shall not be held responsible for deer stands or feeders damaged or destroyed by any timber harvesting or silvicultural activity upon the Premises. No deer stands shall be placed, erected or constructed on any improved road right-of-way that would impede the maintenance of any such right-of-way.

9. LIABILITY; INDEMNIFICATION; INSURANCE; EXCULPATION.

A. LESSEE ACKNOWLEDGES THAT (i) NO REPRESENTATIONS HAVE BEEN MADE BY LESSOR OR ANY OF LESSOR'S EMPLOYEES OR AGENTS WITH RESPECT TO THE CONDITION OF THE PREMISES, ACCESS THERETO OR ITS SUITABILITY FOR THE USES PERMITTED UNDER THE LEASE OR THE BUILDING, CONSTRUCTION OR USE OF ANY PERMANENT STRUCTURE, BUILDING OR OTHER IMPROVEMENT THEREON, AND (ii) LESSOR SHALL HAVE NO LIABILITY FOR AND LESSEE ASSUMES ALL RISK ASSOCIATED WITH ITS USE AND OCCUPANCY OF THE PREMISES AND ALL LOSS, DAMAGE OR INJURY THAT MAY BE INCURRED BY LESSEE AND ITS AGENTS AND INVITEES IN THE COURSE OF THEIR USE AND OCCUPANCY OF THE SAME. LESSEE AGREES THAT THE PREMISES ARE LEASED "AS IS", "WHERE IS", WITH ALL FAULTS AND DEFECTS WHATSOEVER, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND THAT LESSOR SHALL NOT BE OBLIGATED TO PROVIDE ACCESS TO THE PREMISES.

B. LESSEE shall indemnify and save harmless LESSOR and the interest of LESSOR in and to the Premises from and against any and all loss, damage, expense, liabilities, demands and causes of action, and any incidental expense incurred by LESSOR in connection therewith including, without limitation, reasonable attorney's fees, resulting from injury to or death of persons, or damage to property, occurring on or about the Premises or in any manner directly or indirectly growing out of or in connection with the use, occupancy or condition of the Premises or any part thereof or the breach of any covenant or obligation to be kept or performed by LESSEE hereunder, unless such injury, death or damage was sustained as a direct result of the exercise, use or enjoyment of any of the Reserved Rights by LESSOR, any of the Mineral Rights by LESSOR or the appropriate Mineral Rights Owner, as the case may be, or by the employees, agents or contractors of LESSOR or the Mineral Rights Owner in their capacity as such.

C. LESSOR agrees to purchase on behalf of LESSEE general liability coverage, covering Premises/Operations liability for occurrences arising out of activities and operations of LESSEE with minimum limits of \$2,000,000 general aggregate. This policy of insurance will list LESSEE as a named insured, while on the Premises pursuant to the Lease and LESSOR as an additional insured. LESSEE acknowledges that the annual rental rate set forth in Paragraph 3 includes an amount to reimburse LESSOR for LESSEE's proportionate share of the premium paid for this policy of insurance. This policy of insurance shall be deemed to provide primary coverage, exclusive of any insurance of LESSOR covering the same risk, and shall be exhausted first notwithstanding the existence of any insurance of LESSOR covering the same risk. The purchase and/or maintenance of this insurance shall not in any way operate to limit the liability of LESSEE to LESSOR under this Hunting Lease. LESSOR makes no representations or warranties as to the sufficiency of the coverage afforded to LESSEE under this policy. LESSEE expressly acknowledges that LESSOR has not made any representations or warranties whatsoever concerning this policy of insurance. For further information concerning this coverage or to request a certificate of insurance or copies of the policy, contact the Weyerhaeuser Manager of Risk & Insurance at (253) 924-3114.

D. It shall be the sole obligation of LESSEE, at its own expense, to keep any improvements which it may construct upon the Premises insured against loss by fire and other casualties as LESSEE may require, and LESSOR shall have no obligation to insure any such property. LESSOR shall have no liability to LESSEE for (i) any loss or damage to or any theft or destruction of any improvements which LESSEE may construct upon the Premises which may arise or occur by reason of acts or omissions of any person other than LESSOR or its agents or employees or (ii) any damage to or destruction of any such improvements by reason of any fire, casualty, act of God or nature or any other cause whatsoever, whether similar or dissimilar to the foregoing, and LESSEE does hereby assume full risk with respect thereto.

E. Notwithstanding anything to the contrary provided for herein, each and every term, covenant, condition, and provision of this Lease is hereby made specifically subject to the provisions of this subparagraph 10E. It is specifically understood and agreed that LESSEE's sole recourse in the event LESSOR fails to observe or perform any term, covenant, condition or provision of this Lease shall be against the interests of LESSOR in and to the Premises, and LESSEE shall have no right to obtain a judgment against LESSOR or any officer, director or employee of LESSOR for any sum of money which is or may be payable under this Lease, or for any deficiency after realization against the Premises, or to enforce or attempt to enforce a claim for any such sum against any of the other assets of LESSOR or any officer, director or employee of LESSOR. Such exculpation of personal liability is absolute and without any exception whatsoever.

10. ACCESS.

A. LESSOR hereby grants to LESSEE permission to cross the lands of LESSOR on roads for access to and from the Premises to the extent reasonably required by LESSEE. Such access permission shall terminate on the termination date set forth in this Lease. LESSEE shall not erect any type of road barrier without prior written approval of LESSOR.

B. LESSEE shall not prevent the general public from crossing the Premises to existing properties now owned by LESSOR or any properties to be acquired at a future time by the LESSOR that are or may be listed under the Commercial Forest Act. Any such restriction of access to properties listed under the Commercial Forest Act shall be cause for immediate termination of this Lease.

11. ASSIGNMENT AND SUBLETTING.

LESSEE shall not assign this Lease nor sublet any portion of the Premises. Any attempted or purported assignment transfer or subletting shall be void and shall confer no rights on the assignee, transferee or sublessee, and shall at LESSOR's election and option be cause for immediate termination of this Lease.

12. DEFAULT.

A. If LESSEE fails to pay the rental or any other sum to be paid hereunder by LESSEE, or LESSEE fails to perform or observe any other covenant or condition to be performed or complied with by LESSEE under this Lease, then LESSOR may, in accordance with the applicable laws of the State of Michigan, re-enter the Premises and/or terminate this Lease upon written notice to LESSEE.

B. No right or remedy herein conferred upon or reserved to LESSOR is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder, or now or hereafter existing by law, in equity or by statute.

C. The obligations of LESSEE hereto shall not be released or diminished or in any way affected by any indulgence granted by LESSOR or by any failure of LESSOR to enforce any provision of this Lease or any modification, revision, or supplement thereof, or by failure of LESSOR to notify LESSEE of any default in the performance thereof, or by any action or non-action of LESSOR, or by the release of any party or parties liable, or who might be liable thereon, and LESSEE hereby consents to all such indulgences and all such failures to enforce and to all such action or non-action of LESSOR or to the release of any party or parties liable or who might be liable thereon and hereby waives all notice of default.

13. QUIET ENJOYMENT.

A. So long as LESSEE pays all rental and other sums due hereunder and performs and observes its obligations and agreements under this Lease, LESSEE shall peacefully and quietly hold the Premises throughout the term of this Lease free from any disturbance by LESSOR or any person claiming by, through or under LESSOR, subject nevertheless to the provisions of this Lease; provided that LESSOR shall have no liability with respect to and shall not be obligated to prevent, protect or indemnify LESSEE from (i) any unlawful trespass upon the Premises or any part thereof or (ii) any interference with LESSEE's use and enjoyment of the Premises by reason of the exercise of the Reserved Rights, the Mineral Rights or any other rights or interests in the Premises which are accepted or reserved in this Lease.

B. LESSEE shall ensure that all minors permitted on the Premises by LESSEE shall be under the direct supervision of one of their parents or legal guardians and said parent or legal guardian shall be fully and solely responsible for their acts and safety and further, LESSEE shall hold LESSOR harmless there from, regardless of the nature of the cause of damage, whether property or personal injury to themselves or others.

14. SURRENDER.

At the expiration or earlier termination of this Lease, LESSEE shall surrender possession of the Premises to LESSOR in a neat and orderly condition. Regardless of whether or not LESSEE is in default under the terms of this Lease at the expiration of the term or upon the earlier termination of this Lease, LESSEE shall have the right to remove from the Premises, within sixty (60) days after receipt of notice of termination or the expiration date of this Lease, as the case may be, any structures or other improvements which LESSEE may have constructed upon the Premises and all other property belonging to LESSEE. LESSEE shall promptly repair any

damage to the Premises resulting from such removal and restore the Premises to the condition in which they existed prior to construction. Any of such structures or other improvements or personal property which shall not be removed from the Premises within the time period prescribed herein shall be deemed abandoned and shall become the property of LESSOR without any payment therefore.

15. RIGHTS OF OTHERS.

LESSEE shall respect the rights of adjacent landowners and conduct all activities in a courteous manner, with regard for the rights, safety and well-being of all persons. LESSEE agrees to be solely responsible for, and to promptly resolve any problems with adjacent landowners arising from LESSEE's activities and to indemnify and hold LESSOR harmless therefrom as provided below.

16. MISCELLANEOUS.

A. LESSEE shall not be considered the agent or employee of LESSOR and at no time shall the members or guests of LESSEE hold themselves out or represent themselves to be agents or employees of LESSOR.

B. LESSOR shall have no obligation to prevent trespassing, including poaching on the Premises and assumes no responsibility for the acts of any third parties thereon. LESSEE shall have the right at its sole risk and expense to post the Premises and (subject to the reserved rights of LESSOR) exclude trespassers.

C. All property of every nature and description that may be on the Premises during the continuance of this Lease shall be at the sole risk of LESSEE and LESSOR shall not be liable to LESSEE or any other person for injury, loss or damage to any person or property on the Premises.

17. RIGHTS TO SELL, EXCHANGE OR CONVEY.

LESSOR reserves the right to sell, exchange or convey all or any part of the Premises. In the event of such sale, exchange or conveyance, this Lease shall automatically terminate, as of the closing date, as to the portion of the Premises sold, exchanged or conveyed; provided, however, that LESSOR shall refund a pro rata portion of advanced, unearned rental paid by LESSEE and provided that this provision shall not apply to transfers to affiliates of LESSOR.

18. NOTICES.

All notices required to be given under the terms of this Lease shall be addressed to the parties, postage prepaid, at the addresses shown as follows:

LESSOR: Weyerhaeuser Company
Attn: Recreation Lease
14410 Seneca Trail North
Lewisburg, WV 24901
(304) 520-3317

with a copy to:

Weyerhaeuser Company
Attn: Director Law
220 Occidental Avenue South
Settle, WA 98104

LESSEE: Customer Address

The parties may, from time to time, change their notice address by written notice to the other party at its then current mailing address, in accordance with the provisions of this Paragraph.

19. DRUG POLICY.

LESSEE hereby acknowledges that LESSOR has informed LESSEE of its policy that being under the influence of, bringing in, possessing, providing, manufacturing, or other production of, buying, selling or using unauthorized drugs or controlled substances on the Premises is strictly prohibited. LESSEE understands and agrees that LESSEE will follow this policy during the term of this Lease. LESSEE further agrees to report to the proper law enforcement authorities or LESSOR, either locally or anonymously to the LESSOR's Hotline at 1-800-354-3975, any observed or suspected marijuana or other controlled substance growing or being manufactured on the Premises.

20. WARRANTIES.

This Lease is made and accepted (a) without any representations or warranties of any kind on the part of LESSOR as to the title or suitability to the purposes for which the same is executed; and (b) expressly subject to any and all existing easements, mortgages, reservations, liens, right-of-ways, contracts, leases (whether grazing, farming, oil, gas or minerals) or other encumbrances or servitudes now of record or on the ground affecting the Premises herein described or to any such agreements that may hereafter be entered into from time to time with others by LESSOR.

21. MISCELLANEOUS PROVISIONS.

A. It is further stipulated and agreed that whenever the word "LESSEE" is used herein, it is intended and shall be deemed to include and shall be binding upon LESSEE, its successors and assigns, and LESSEE's invitees, guests, and agents.

B. If any provision of this Lease (other than those relating to the Rental Amount) or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

C. This Lease shall be interpreted and construed under the laws of the State in which the Premises are located.

D. If either party hereto is required to retain an attorney to bring suit to enforce any provision of this Lease, the substantially prevailing party shall be entitled to reasonable attorneys' fees regardless of whether the matter proceeds to judgment or is resolved by defaulting party curing such default.

E. LESSEE shall notify LESSOR immediately of any activity being conducted on the Premises known to LESSEE that might cause damage either on or below the surface of the Premises. Notification by LESSEE shall, if possible, include the nature of the damages, the date the damages occurred, the name, address, and telephone number of the individual or individuals causing the damages.

22. ENTIRE AGREEMENT.

This document incorporates the entire agreement of the parties and supersedes and replaces any prior written or oral agreement of the parties. No prior representation, stipulation, agreement or understanding will be valid or enforceable unless incorporated herein. Any amendments to this Lease must be in writing and executed by both the LESSOR and LESSEE.

IN WITNESS WHEREOF, the undersigned have hereunto affixed their hands and seals on the day and year first hereinabove written.

LESSOR:

WEYERHAEUSER COMPANY

By: _____

Name: LeaseManagerName

Title: Recreational Lease Manager

LESSEE: {Lessee Name}

Authorized Signature

Print Name

LeaseNameFooter2 / LeaseManagerName2

SAMPLE

EXHIBIT "A"
TO LEASE

SAMPLE

EXHIBIT "B"

Annual Rent

Lease Name: _____

Lessee: _____

Submit online rent payment by electronic funds transfer (EFT), credit card, or mail rent payment using U.S. Postal Money Order or certified check made payable to Weyerhaeuser.

Lease / Invoice Number	Acres		EARLY DISCOUNT AMOUNT if paid in full and postmarked by date	FULL AMOUNT (No Discount) (or 2 equal installments) if postmarked after date
		Base Rental Fee:		
AMENITIES				
		Amenity Subtotal:		
Administrative Fee				
		Total if paid by Credit Card:		
		Total if paid by Paper Check:		
		BEST VALUE Total if paid by EFT:		

Please send payment to:

WEYERHAEUSER COMPANY
Attn: Recreation Lease
14410 Seneca Trail North
Lewisburg, WV 24901
(304) 520-3317

Payments must be received at our office by or your lease will be cancelled.

Overnight shipping may be necessary to ensure timely arrival.