

Hunting License Agreement

This Hunting License Agreement (“License”) is made by and between Deltic Timber Corporation (“Deltic”) as landowner and licensor, or as agent for the landowner and licensor, and _____ hereinafter referred to as “Licensee”. As used herein, “Licensee”, if a group or entity, whether formally or informally organized, shall also include and contractually bind the officers, agents, employees, members, guests, and their respective estates, of _____, all jointly and/or severally.

WITNESSETH, that Deltic for and in consideration of the payment of license fees and subject to the conditions, stipulations, restrictions, reservations, and waivers as recited herein, does license unto Licensee the permissive and exclusive privilege to lawfully hunt and trap game animals from the lands owned or managed by Deltic. These lands owned or managed by Deltic are referred to herein as the “Licensed Premises” and are described as follows:

See Exhibit “A” attached hereto and made a part hereof, together with privileges in Licensee to enter upon, over, across, and out of said lands solely for the purposes above described and for none other whatsoever.

Licensee shall be entitled only to the permissive use of the Licensed Premises to the extent necessary to carry out the purpose of this License. It is stipulated by and between the parties that all other rights of use and ownership of the Licensed Premises shall remain with the landowner and that no ownership interest of any kind is hereby conveyed. It is further agreed by and between the parties as follows:

1. This License shall be for an initial term of one (1) year from and after September 1, 2011 and renewed from year to year thereafter at the option of the parties unless sooner terminated pursuant to other provisions of this License. Subject to the terms of paragraph 22, either Deltic or Licensee may cancel this License by giving written notice to the other party thirty (30) days prior to the date that fees for any successive one-year renewal term is due, in which event Licensee shall be relieved of the obligation to pay further fees under the terms hereof.
2. The cash consideration for this License is an annual license fee as agreed upon between the parties to be paid by Licensee upon execution of this License document. Annual cash payment for successive one-year renewal terms following the initial term shall be agreed upon by the parties hereto and shall be paid by Licensee no later than thirty (30) days prior to the beginning of each successive one-year period. Payment of such fees will be evidenced by a receipt issued to Licensee by Deltic’s representative.

3. This License is subject and subordinate to any and all operations and developments on the Licensed Premises or any part thereof which may now or at any time hereafter be carried on by Deltic and/or the landowner or by their tenants, successors or assigns. The Licensed Premises may be fully and freely used by Deltic and/or the landowner at any and all times of the year for lumbering, timbering, farming, mercantile, mineral development, and all other lawful commercial purposes, whether of same or similar kind or not. If, in the course of Deltic's land management operations it becomes necessary, expedient, or advisable for Deltic to temporarily prohibit, curtail, or suspend hunting and trapping on any part or all of the above described Licensed Premises, Deltic shall have the right to do so immediately upon written notice to Licensee.
4. Nothing herein shall be construed as restricting in any manner the wildlife management programs (including beaver or feral hog eradication), forestry or other commercial operations of Deltic or as granting any privileges other than hunting and trapping. No stand or blind will be located within 100 ft. of any third party property line(s) or public road(s) without the prior written consent of Deltic. Licensee shall not shoot into or otherwise trespass upon properties adjacent to the Licensed Premises.
5. Licensee shall not engage in any commercial activity upon the Licensed Premises. Said prohibition includes, without limitation, Licensee's selling, subletting, sublicensing, assignment or transfer of any privileges herein granted. Said prohibition also includes, without limitation, any activities for which the Licensee may attempt to open the Licensed Premises to the public (*e.g.*, fundraisers, trail rides).
6. Licensee covenants to fully comply with all state and federal laws, rules, and regulations with respect to hunting, trapping, and conservation of wildlife and natural resources. Additionally, Deltic's wildlife biologist may implement written land, water and game management programs specific to the Licensed Premises, which may curtail some of the activities contemplated by this License or that are more restrictive than state or federal laws. Relocation of any live animal, game or otherwise, to or from the Licensed Premises by the Licensee without the express written consent of Deltic's wildlife biologist is strictly prohibited. A violation of any such foregoing law, rule, regulation or program shall be cause for immediate termination of this License.
7. Deltic reserves the right, power, and authority to exclude from the Licensed Premises any person for conduct which, in Deltic's sole opinion, violates the prohibitions contained in this License. Deltic may cancel this agreement as to any of named parties of this License, or Deltic may require the exclusion of any person because of their drunkenness, carelessness with firearms, violation of the game laws, trespassing on adjoining landowners, or because of their activities which hinder the timber, wildlife, or the mineral operations of Deltic, or because of other activities which cause embarrassment or detriment to Deltic. Failure of Licensee to exclude any canceled party to this License or to exclude any person after being requested do so by Deltic may result in the immediate termination of its License by Deltic without refund as provided herein at paragraph 8.

8. Except as otherwise provided, Deltic reserves the right to cancel this License, at will and for any reason, after first giving the Licensee thirty (30) days prior written notice thereof. In the event of cancellation by Deltic without cause, Deltic will refund any unearned prepaid fees. In the event of cancellation by Deltic for cause, or in the event of cancellation by Licensee, all fees paid and unearned shall be forfeited as liquidated damages. Any refund shall be calculated at the rate of 1/12 of the annual cash fees set out in paragraph 2 for each whole month remaining in the period for which fees have been paid. In the event any portion of the lands described in Exhibit "A" are sold by the landowner during the term of this License, Licensee acknowledges and agrees that it may receive less than thirty (30) days written notice of the termination of this License.
9. Licensee assumes this License for the permissive use of the Licensed Premises, "as is", "where is", with all faults, and at the sole risk of the Licensee. Deltic makes no representations or warranties as to fitness of the Licensed Premises for purposes of this License. Deltic shall neither be responsible for any repairs or replacement of any structures that may be located on the Licensed Premises nor incur any duty to make the Licensed Premises safe. Deltic shall not be liable or responsible for any damages or injuries caused by any vices or defects to Licensee, its members and guests, or to any other person who derives permission to use from the Licensee. Property of the Licensee placed upon the Licensed Premises shall be done so at the Licensee's sole risk. Licensee hereby waives all claims for loss or destruction of the same as against Deltic and/or the landowner.
10. Licensee will not set fires and will not allow fires to be set on any part of the Licensed Premises and will use all reasonable and safe efforts to suppress any fires that may occur on said land during the continuance of this License. Licensee will promptly report any wildfires on or near the Licensed Premises.
11. No structures, buildings, power lines, water lines, roads, or any impediments to access such as fences, gates and cables, or other improvements shall be erected or constructed by Licensee or at the Licensee's direction upon the Licensed Premises, without the prior written consent of Deltic. It is stipulated that such, if already in existence at the time of this License, has been and shall remain the property of the landowner. If such is erected or constructed during the term of this License by the Licensee without prior written consent, Deltic may at any time remove the same at Licensee's expense. If such is erected with prior written consent, Licensee agrees to pay all taxes, including state and county and *ad valorem* taxes, occurring by the installation and/or placing of such improvements on the Licensed Premises.
12. Licensee agrees not to store, treat, dump, or dispose of any hazardous material on the Licensed Premises. For purposes hereof, hazardous material means and includes any hazardous, toxic or dangerous waste substance or mineral defined as such and (or for purposes of) the Comprehensive Environmental Response Compensation and Liability Act (CERCLA), and so-called Superfund or Superlien law, or any other federal, state, or local statute, law, ordinance, code, rule regulation, order, decree or any other requirement of any governmental authority regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous waste, substance, or mineral as may now or

in the future be in effect. Licensee agrees to indemnify, save and hold Deltic and the landowner harmless from claims, costs, expenses, and damages, including fines, remediation costs, and reasonable attorneys' fees that may result from Licensee's violation of this provision.

13. Upon termination of this License, whether by cancellation, forfeiture, or otherwise, Licensee shall deliver to Deltic and the landowner peaceable possession of the Licensed Premises. Subject to the provisions of paragraph 8, Licensee shall have thirty (30) days after the termination to fully remove any improvements to the land made by Licensee. After said thirty (30) days, Deltic may (i) retain the improvements at no cost, (ii) require Licensee to remove the improvements, or (iii) remove the improvements at Licensee's cost. Additionally, Licensee shall return to surface to its pre-License condition, to the extent practical.
14. As a material part of the consideration for Deltic's execution of this License, Licensee, its members, guests and their respective estates, all jointly and severally, agree to indemnify, save and hold Deltic and the landowner, and their respective directors, officers, agents, and employees free and harmless from any and all liens, claims, costs, liabilities, and/or damages for or on account of any injury to or death of persons or damage to persons or to property (including but not limited to Deltic's property) and costs and attorneys' fees incurred in defense, in whole or in part caused by acts of commission, omission on the part of the Licensee, its members, guests, agents, or employees, arising or growing out of the exercise of the privileges granted herein, or the performance, malperformance, or nonperformance of any part of this License, whether such damage, loss or liability is caused or contributed to by any act or omission of the parties indemnified hereunder or by the condition of the Licensed Premises. If the subject land is located in the state of Arkansas, Deltic and the landowner hereby avail themselves, to the extent possible, of the provisions of Arkansas Code Annotated Sections 18-11-301 through 18-11-307 and if the subject land is located in the state of Louisiana, Deltic and the landowner hereby avail themselves, to the extent possible, of the provisions of L.R.S. 9:2795 in limiting liability as provided thereunder, which limiting provisions the parties hereby acknowledge and agree shall apply to and are hereby made a part of this License.
15. Deltic does not guarantee access to the lands licensed hereunder and Deltic shall have no obligation to prevent trespassing, including poaching, on the lands licensed hereunder and assumes no responsibility for the acts of any third parties. Subject to the reserved rights of Deltic and the landowner, Licensee, at its sole risk and expense, shall post the Licensed Premises against trespass in a manner prescribed by Deltic and accordance with laws of the state in which the land is located to the extent of the rights granted by this License. Deltic assumes no duty to post the Licensed Premises on behalf of the Licensee.
16. Licensee assumes a reasonable duty of care for the Licensed Premises and to return the same to Deltic and/or the landowner in the condition as that in which received, ordinary wear and tear excepted. Deltic reserves the right to assess damages to the Licensee. Violation of Licensee's duty of care can result in an immediate termination of this License. This duty of care includes, but is not limited to:

- a. No littering or dumping. Licensee shall remove its refuse after each use of the Licensed Premises and shall promptly report any evidence of dumping on the Licensed Premises to Deltic.
 - b. No nails, spikes, wire, chains or other metal fasteners shall be embedded in, or used to attach anything to any living tree. Poorer form trees or posts may be used for posting purposes provided that wire staples no more than one-half inch long are used.
 - c. The use of trucks, automobiles, tractors, jeeps, campers, recreational vehicles and other similar licensed vehicles shall be restricted to existing established woods roads. Roads closed by Deltic shall remain closed. No new roads shall be created without the advance written consent of Deltic. Off-road use of all terrain vehicles (ATVs) shall not create excessive rutting of the grounds.
 - d. The use of trucks, automobiles, tractors, jeeps, campers, recreational vehicles, boats ATVs and other licensed vehicles and/or other similar motorized equipment on the Licensed Premises shall be at the will of Deltic. In no event shall such be abandoned on the Licensed Premises.
 - e. Existing gates and/or cables must remain shut at all times when the Licensed Premises are not in use by the Licensee.
17. As a material part of the consideration for the execution of this License, Licensee stipulates that this License is made and accepted: (1) without any representation or warranties of any kind on the part of Deltic as to the suitability to the purposes for which it is granted; and (2) expressly subject to Licensee's acknowledgment of Deltic's ownership, or Deltic's agency for the record landowner, of the Licensed Premises as described in Exhibit A as well as the ownership of any and all existing improvements, timber, minerals, easements, mortgages, reservations, liens, rights of ways, contracts, licenses, or other encumbrances or servitudes now of record or on the ground affecting the Licensed Premises, or to any such agreements that may hereafter be entered into by Deltic and/or the landowner; and (3) the unconditional waiver of any and all adverse or prescriptive claims by the Licensee, its guests, or by its members and their respective estates, all jointly and severally, against the ownership of the Licensed Premises whether or not such claims arise incident to the operation of this License.
18. No failure by Deltic to require strict and punctual performance by Licensee of any of the terms, conditions, provisions, or obligations of this License, or any other forbearance, sufferance, or indulgence, however long continued or under whatever conditions, shall constitute a waiver by Deltic of the right at any subsequent time to strict, full, and punctual performance of Licensee's obligations hereunder.
19. This License is personal to Licensee and may not be assigned without the prior written consent of Deltic.

20. Licensee shall fully inform its agents, employees, contractors, members and guests of their obligations and responsibilities under this License including all waivers and indemnities herein contained.
21. No modifications or extension of this License shall be effective unless made in writing and signed by Deltic.
22. Paragraphs 12, 14, and 17 contained herein are material consideration for Deltic's execution of this License and without which there would be no agreement or License. These paragraphs are continuing in nature and shall forever survive any termination of this License.
23. This License shall be executed by the Licensee and, if required by Deltic, by its members or others in any number of counterparts each of which shall, collectively and separately, constitute one agreement and shall be binding, jointly and severally, upon the Licensee as well as its officers and agents, employees, members and guests and their respective estates.
24. All demands, notices, and other communications hereunder shall be in writing and shall be deemed to have been duly given when personally delivered or when deposited with the United States Postal Service, certified, postage prepaid, addressed as listed in Exhibit "A" attached hereto and made a part hereof.

IN WITNESS WHEREOF, this instrument is executed by the duly authorized representative of Deltic on this ____ day of _____, 2011.

Deltic Timber Corporation

By: _____
 Greg Humphreys, License Coordinator

THE UNDERSIGNED AUTHORIZED REPRESENTATIVE AND/OR MEMBERS OF _____ HAVE CAREFULLY READ, CONSIDERED, AND AGREE THAT THE TERMS CONTAINED IN THIS HUNTING LICENSE AGREEMENT ARE BINDING UPON _____, ITS MEMBERS, GUESTS AND THEIR RESPECTIVE ESTATES, ALL JOINTLY AND SEVERALLY.

IN WITNESS WHEREOF, this instrument is executed by the duly authorized representative of Licensee on this ____ day of _____, 2011.

By: _____
 Authorized Representative

With counterparts mailed to the following: