

GRAZING LEASE

THE STATE OF TEXAS }}
 }} KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF McCulloch }}

THIS GRAZING LEASE is made this 1st day of January, 2023, between Silver Creek Ventures, LLC its heirs, representatives, successors and assigns, 1001 Water Str., Ste. B200, Kerrville, Texas 78028 (hereinafter called "Lessors") and Eric Pinkert, 2736 Lincoln Road, Levelland, Texas 79336 ("Lessee").

WITNESSETH

1. **Purpose:** This lease shall be for the purpose of grazing cattle. Any other use of the property by Lessee must be approved in advance by Lessors.
2. **Property Description:** This lease shall be for all certain lands described below: 763.11 acres more or less known as Heritage Ranch.
3. **Primary Term:** This lease is for a primary term of seven (3) years beginning January 1st, 2023.
4. **Consideration:** As consideration for this lease, Lessee agrees to the following:
Lessee to maintain all water wells, water lines and pay any electric bills associated with said wells and fences on the ranch.
5. **Stocking Rate:** Lessee agrees to stock the lease premises with livestock at an animal rate no greater than the industry standard for commercial livestock operations in McCulloch County. Lessee also agrees to use good grazing management practices, including a rotation grazing system on the lease when possible.
6. **Lessors's Obligations:** Lessors will be obligated to:
 - a. **Preserve Fences:** If Lessors desires to remove or alter any existing fences on his property, Lessors shall notify Lessee at thirty (30) days in advance in order for Lessee to maintain control of his livestock located on the ranch.
 - b. **Close Gates:** Lessors hereby agrees to keep all gates (perimeter and interior) closed at all times.
 - c. **Fence Out Personal Property:** Lessors hereby agrees to fence off all personal property (i.e. campsites, game feeders, residences, wells) with a type of fencing suitable for excluding livestock from such areas. Lessee shall not be held liable for damage to personal property caused by Lessee's livestock.
7. **Lessors's Reservations:** Lessors hereby reserves:
 - a. **Hunting Rights:** Lessors has reserved for his personal use, all the hunting privileges associated with the property. Lessors hereby agrees with the Lessee that Lessors will be responsible to Lessee for any damage caused to Lessee's livestock as a result of hunting activities on the property and Lessee may look directly to Lessors for any damages to Lessee's livestock as a result of hunting activities on the property.
 - b. **Access to the Property:** Lessors reserves for himself and his employees, agents and representatives, the right to go upon the property at all times.
 - c. **Use of the Property:** Lessors reserves the right to use the property for any purpose, other than grazing livestock, which Lessors may desire, so long as such use does not materially interfere with Lessee's rights hereunder.
8. **Right to Terminate Lease:** Lessors or Lessee may terminate this agreement at any time by written notice 60 days prior to termination. Any individual tract owner at any time will have the right to cancel the lease on part or all of his property by constructing fencing that meets local standards and specifications for fencing in McCulloch County and then giving Lessee thirty (30) days advance written notice that the owner wishes to withdraw his property from this lease.
9. **Lessee's Required Notice to Subsequent Owners:** If part or all of the property is ever sold, then the Successor Owner of the property will continue to be obligated and bound under the terms and conditions of this lease. Lessors shall cause any Subsequent Owner of any portion of the property to assume in writing this grazing lease, and thereby acknowledge that such Subsequent Owner understands that if he cancels the grazing lease on his property or changes the use of his property and if

"roll-back" taxes are assessed for the current year or any prior year on the property then such Subsequent Owner shall be liable for and pay any and all "roll-back" taxes assessed against his property.

- 10. **Lessee's Indemnity:** Lessee does hereby hold harmless Lessors from and against any and all liability whatsoever arising out of, resulting from or in connection with Lessee's activities upon the property, whether property damage or personal injury. Property owners shall be held personally liable for any injury or death to Lessee's livestock that can be proven to be directly attributable to said property owner's actions.
- 11. **Assignment and Sublease by Lessee:** Lessee shall have the right to assign this lease or sublease under this lease with Lessors's consent.
- 12. **No Partnership:** This lease shall not be deemed to give rise to a partnership relation between Lessors and Lessee and neither Lessors nor Lessee shall have the right or authority to obligate the other for any debts incurred in connection with the activities of Lessors and Lessee, respectively, upon the property. Further Lessee covenants and agrees not to permit any person to file a lien upon the property in connection with the activities of Lessee on the property.
- 13. **Enforceability:** This lease shall be binding upon Lessors and Lessee, and their respective heirs, legal representatives, successors and assigns. This lease shall be governed and construed in accordance with the laws of the State of Texas and the obligations of the parties hereto are and shall be performable in Kerrville, Texas.
- 14. **No Representations:** Lessee acknowledges that Lessors has made no representations or warranties, written or verbal, express or implied, with respect to the condition of the property of the adequacy of the property for livestock grazing activities.
- 15. **Subordination of Lease:** To secure loans from lenders, purchasers of tracts will be required to allow lenders to place alien on the Property, which is a portion of the premises described in the Lease. Tenant is in possession of all or part of the premises. As a condition for closing the loans, advancing the funds, and accepting the notes and deeds of trust from purchasers, lenders will require that Tenant make the following agreements and warranties.
In return for valuable consideration, Tenant (1) subordinates the Lease and all of Tenant's rights under it to any deed of trust lien, (2) agrees that any deed of trust liens will remain superior to the Lease and all of Tenant's rights under it, regardless of the frequency and manner of renewal, extension, or alteration of the notes and the liens securing it, and (3) warrants that the rent specified in the Lease is being paid to Landlord.
- 16. **Attorney's Fee:** In the event of any dispute concerning this lease, the prevailing party in any litigation shall be entitled to recover in addition to any other relief, such party's attorney's fees and costs incurred.

IN WITNESS WHEREOF, Lessors and Lessee have executed this lease effective as of the 1st day of January, 2023.

Lessors:



Silver Creek Ventures, LLC

Lessee:

DocuSigned by:


Eric Pinkert