

GRAZING LEASE

THE STATE OF TEXAS }}
 }}
COUNTY OF DUVAL }}

KNOW ALL MEN BY THESE PRESENTS:

THIS GRAZING LEASE is made this 11th day of May, 2022, between Cypress View Investments, LTD its heirs, representatives, successors and assigns, 1001 Water Str., Ste. B200, Kerrville, Texas 78028 (hereinafter called "Lessors") and Ruben Munoz, 1785 Hwy 44, Freer Tx 78357 ("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: 1703 acres more or less known as the 44 Ranch.
3. **Primary Term:** This lease is for a primary term of Three (3) years beginning May 11, 2022.
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 Duval County. Lessee also agrees to use good grazing management practices, including a rotation grazing system on the lease when possible. Lessee shall have the right to conduct aerial observation of livestock by helicopter on the entire property.
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 Duval 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

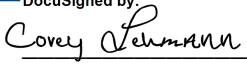
"roll-back" taxes are assessed for the current year or any prior year on the property then such Subsequent Owner shall be liable for and pay any and all "roll-back" taxes assessed against his property.

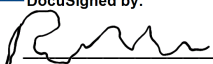
- 10. **Lessee's Indemnity:** Lessee does hereby hold harmless Lessors from and against any and all liability whatsoever arising out of, resulting from or in connection with Lessee's activities upon the property, whether property damage or personal injury. Property owners shall be held personally liable 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 11th day of May, 2022.

Lessors:

Lessee:

DocuSigned by:

 EU120E36DB937471
 Cypress View Investments, Ltd.

DocuSigned by:

 4F95F14AC0E2431F
 Ruben Munoz

Certificate Of Completion

Envelope Id: 2A34A7A2CDD943F489FD99023F38FD58	Status: Completed
Subject: Please DocuSign: grazing lease.doc	
Source Envelope:	
Document Pages: 2	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Corey Lehmann
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	1001 WATER STR.
	STE. B200
	Kerrville, TX 78028
	corey.lehmann@yahoo.com
	IP Address: 71.78.16.90

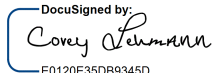
Record Tracking

Status: Original	Holder: Corey Lehmann	Location: DocuSign
5/26/2022 11:26:10 AM	corey.lehmann@yahoo.com	

Signer Events

Corey Lehmann
 corey.lehmann@yahoo.com
 Salesman
 Ranch Enterprises
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 E0120E35DB9345D...
 Signature Adoption: Pre-selected Style
 Signed by link sent to corey.lehmann@yahoo.com
 Using IP Address: 71.78.16.90

Timestamp

Sent: 5/26/2022 11:27:46 AM
 Viewed: 5/26/2022 11:28:25 AM
 Signed: 5/26/2022 11:28:30 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Ruben Munoz
 rmunoz@llcpegasus.com
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 4F95F14AC0B343F...
 Signature Adoption: Drawn on Device
 Signed by link sent to rmunoz@llcpegasus.com
 Using IP Address: 107.77.220.184
 Signed using mobile

Sent: 5/26/2022 11:27:46 AM
 Viewed: 5/26/2022 12:03:25 PM
 Signed: 5/26/2022 12:03:33 PM

Electronic Record and Signature Disclosure:
 Accepted: 5/25/2022 12:51:25 PM
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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/26/2022 11:27:46 AM
Certified Delivered	Security Checked	5/26/2022 12:03:25 PM
Signing Complete	Security Checked	5/26/2022 12:03:33 PM
Completed	Security Checked	5/26/2022 12:03:33 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

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Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari®, 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

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