**GRAZING LEASE**

This Grazing Lease (this “**Lease**”) is entered into by and between Riverview Enterprises, a Texas company (“**Lessor**”), whose address is 1001 Water Street, Suite B200, Kerrville, Texas 78028, and Price & Oliver Cattle Co., LLC, a Texas limited liability company ("**Lessee**"), whose address is P.O. Box 1627, Ozona, Texas 76943, as of the 1st day of April, 2021 (the “**Effective Date**”). For good and valuable consideration including the mutual covenants set forth below, Lessor and Lessee hereby agree as follows:

1. **LEASED PREMISES:** Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor the following property: that real property in Terrel County, Texas known as the Rock house Ranch(the “**Range Land**”) Lessee accepts the Leased Premises in its current, AS-IS condition.
2. **TERM OF LEASE:** This Lease shall be for a term of one (1) year beginning as of the Effective Date and ending three hundred sixty-five (365) days thereafter (the “**Term**”), with such Term to be automatically renewed and extended on an annual basis unless Lessor provides written notice of termination at least forty-five (45) days prior to the end of the applicable annual period of the Term. Lessee shall remove all of its livestock and personal property from the Leased Premises within ninety (90) days following the final day of the Term; any personal property placed on the Leased Premises by Lessee that is left after ninety (90) days following the expiration or earlier termination of this Lease may be retained, or removed and disposed of, by Lessor without liability to Lessee or any other person.
3. **USE OF LEASED PREMISES:** The Leased Premises may be used by Lessee only for grazing and pasturage of livestock, in accordance with the terms of Paragraph 9 below (the “**Permitted Purpose**”), and for no other purpose, including, but not limited to, hunting or fishing, without Lessor’s prior written consent. All other uses are specifically reserved by Lessor. Notwithstanding the general prohibition on the hunting of game animals, Lessee shall be entitled and encouraged to trap and/or kill wild hogs, coyotes and mountain lions, so long as such animals are harvested in accordance with the regulations established by the Texas Parks and Wildlife Department. Use of ranching facilities, such as fences, wells, troughs, water facilities and livestock pens, by Lessee for the Permitted Purpose is allowed, but no other improvements may be used unless authorized by Lessor.
4. **REPAIRS AND MAINTENANCE OF RANCH FACILITIES: LESSEE ACCEPTS THE LEASED PREMISES IN ITS CURRENT “AS-IS” CONDITION, WITH ALL FAULTS AND DEFECTS, IF ANY, ACCEPTED, AND WITHOUT EXPRESS OR IMPLIED WARRANTIES.** Lessee agrees to maintain all ranching improvements in the condition accepted, such improvements to include, but not be limited to, all fences, water lines, troughs and livestock pens, subject, however, to normal wear and tear and acts of God. Notwithstanding the above, Lessor shall perform all actions necessary to ensure that all water distribution systems on the Leased Premises are in good working condition as of the Effective Date.
5. **TAXES:** Lessor shall pay all ad valorem real property taxes affecting the Leased Premises. Lessee shall pay any personal property taxes assessed on livestock or other personal property placed by Lessee on the Leased Premises.
6. **INGRESS AND EGRESS:** Lessee’s ingress and egress to the Leased Premises shall be via the entrance located at 167 Rockhouse Road.Lessor reserves all rights of ingress and egress throughout the Leased Premises for pleasure, hunting and vacation purposes, subject to the Permitted Purpose. Lessee acknowledges that Lessor, from time to time, may lease the residences on the Leased Premises to third parties, and such third parties shall have reserved rights of ingress and egress to the residential improvements leased thereby.
7. **FIRE AND CASUALTY DAMAGE TO IMPROVEMENTS:** In the event of damage or destruction to improvements caused by fire, tornado or other casualty, Lessee shall give immediate notice thereof to Lessor. Lessor is obligated to repair or restore such improvements only to the extent of the money paid under extended coverage insurance carried by Lessor.
8. **SUBLETTING:** Lessee shall have the right to sublet any portion of the Leased Premises without the prior written consent of Lessor.
9. **RANCH PRACTICES:** Lessee agrees to use best efforts in maintaining during the Term a “1-D-1 Agricultural Valuation” with the Terrel County Appraisal District and a qualifying use or uses for the Leased Premises. Lessee agrees that the Leased Premises shall not be overstocked or overgrazed during the term of this Lease. Lessee shall have the right to clear cedar, mesquite and other brush on the Leased Premises. Any removal of mature oak, pecan or walnut trees shall require Lessor’s prior consent. Lessee shall endeavor to keep the Leased Premises free and clear of all trash and rubbish created by Lessee’s operations thereon, and Lessee agrees to comply with all laws regulating the use of chemicals and other hazardous materials and will hold Lessor harmless for any liability claims involving hazardous material caused by Lessee's operations.
10. **HOLDING OVER:** Should Lessee hold over on the Leased Premises or any part thereof after the expiration of the term of this Lease, unless otherwise agreed in writing, such holding over shall constitute and be construed as a tenancy from month to month only.
11. **INDEMNITY: NEITHER LESSOR NOR IT PARTNERS (THE “INDEMNITEES”) SHALL BE LIABLE TO LESSEE OR LESSEE'S EMPLOYEES OR TO ANY OTHER PERSON WHOMSOEVER FOR ANY INJURY TO PERSON OR DAMAGE TO PROPERTY ON OR ABOUT THE LEASED PREMISES CAUSED BY THE NEGLIGENCE OR MISCONDUCT OF LESSEE, ITS EMPLOYEES OR AGENTS, OR CAUSED BY REASON OF A NATURAL FEATURE OF THE LEASED PREMISES OR THE IMPROVEMENTS LOCATED ON THE LEASED PREMISES BECOMING OUT OF REPAIR, AND LESSEE AGREES TO INDEMNIFY THE INDEMNITEES AND HOLD THE INDEMNITEES HARMLESS FROM ANY LOSS, EXPENSE OR CLAIMS ARISING OUT OF ANY SUCH INJURY OR DAMAGE, INCLUDING ANY LOSS, EXPENSES, OR CLAIMS ARISING OUT OF SUCH INJURY OR DAMAGE UNLESS CAUSED BY THE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE(S).**
12. **DEFAULT BY LESSEE:** If any part of Rental is unpaid for a period of thirty (30) days after due, or in the event Lessee shall fail to perform any of the agreements herein and does not correct such failure after thirty (30) days' written notice to Lessee, then this Lease, at the option of Lessor, may be terminated and canceled and/or Lessor shall have the right to avail itself or any and all remedies provided by law or equity.
13. **NOTICES**: Any notice that shall be given hereunder or payments that shall be made hereunder shall be sent to Lessor or Lessee, as the case may be, and addressed respectively as follows:

Lessor: Riverview Enterprises

Corey Lehmann

1001 Water Street

Suite B200

Kerrville, Texas 78028

Email:

Phone:

Lessee: Price & Oliver Cattle Co., LLC

Attn: James Oliver

P.O. Box 1627

Ozona, Texas 76943

Email:

Phone:

1. **VENUE**: Venue for all disputes arising from this Lease shall be in the state district court of the county where the Leased Premises are located.
2. **BINDING EFFECT AND SALE CONTINGENCY**: This Lease shall inure to the benefit of and be binding upon, Lessor and Lessee herein, and upon their respective assigns, executors, administrators, successors and legal representatives; provided, however, that in the event Lessor enters into a contract for the sale of the Leased Premises or portion thereof, Lessor shall notify Lessee accordingly and this Lease shall, at Lessor’s option, terminate ninety (90) days following the giving of such notice. Following any such event of termination, the rent shall be prorated accordingly and Lessee shall be reimbursed for the fair market value of any unharvested crops and its corresponding planting expenses incurred with respect to said crops prior to the receipt of notice from Lessor.
3. **Counterparts**: This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, and all of such counterparts shall constitute one and the same instrument, with the same effect as if the signatures were upon the same instrument.

Executed to be effective as of the Effective Date.

**LESSOR:**

**Riverview Enterprises, a Texas company**

By:

Corey Lehmann

**LESSEE:**

**Price & Oliver Cattle Co., LLC,**

**a Texas limited liability company**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_