

Grazing Lease

Basic Terms

Date: April __, 2022

Landlord: Bryan Business Council, Inc., a Texas nonprofit corporation
300 S. Texas Avenue
Bryan, TX 77803

Tenant: Rafter D Genetics, LLC, a Texas limited liability company
Attn: Clifford Dorn
7750 Raymond Stotzer Parkway
College Station, TX 77845

Premises: SURFACE ONLY of that certain 196.829 acres situated in Brazos County, Texas as more particularly described on Exhibit "A" attached hereto and incorporated herein for all purposes ("**Land**").

Term: Ten (10) years, beginning on the Commencement Date; subject to the right of Landlord to terminate the Lease upon thirty (30) days' prior written notice to Tenant.

Commencement Date: April __, 2022

Permitted Use: The permitted use of Landlord's property is for grazing of cattle, growing hay, maintaining native pastureland, or other generally accepted agricultural purposes. At no time may a greater number of cattle be placed on property than is consistent with first class husbandry and conservation practice. Tenant may use riparian water for livestock only. Tenant may cut and bale hay anywhere on Premises.

Base Rent: One dollar (\$1.00) per year.

Security Deposit: N/A

Tenant's Insurance: Liability insurance in the amount of at least \$1,000,000.00.

Definitions

"Injury" means (a) harm to or impairment or loss of property or its use or (b) harm to or death of a person.

"Landlord" means Landlord and its agents, employees, invitees, licensees, or visitors.

"Rent" means Base Rent plus any other amounts of money payable by Tenant to Landlord.

"Tenant" means Tenant and its agents, contractors, employees, invitees, licensees, or visitors.

Clauses and Covenants

A. Tenant agrees to—

- a. Lease the Premises.
- b. Accept the Premises in their present condition "AS IS," the Premises being currently suitable for the Permitted Use.
- c. Obey all laws, ordinances, orders, and rules and regulations applicable to the use,

condition, and occupancy of the Premises.

- d. Pay yearly, in advance, on the **first day of May**, the Base Rent to Landlord at Landlord's Address.
- e. Pay for all labor, fuel, and utility services used by Tenant.
- f. Pay all taxes on Tenant's property located on the Premises.
- g. Allow Landlord unrestricted access to the premises.
- h. Repair any damage to the Premises or Land caused by Tenant.
- i. At Tenant's expense, Tenant will maintain the Premises, including all fences, gates and roads in at least their current state.
- j. Maintain on the Premises a sufficient number of livestock to qualify the Premises for an agricultural exemption for purposes of ad valorem taxation.
- k. Tenant shall remove any carcasses of any deceased cattle from water lots, riparian areas and visible ranch roads.
- l. If Tenant fails to remove cattle from the premises upon the expiration of this agreement, the cattle will become the property of Landlord.
- m. Vacate the Premises upon termination of the Lease by Landlord or Tenant.
- n. Keep all gates on the Premises closed and locked.
- o. Notify the Landlord of any trespassers or evidence of Trespassers the Tenant discovers on the Land.
- p. INDEMNIFY, DEFEND, AND HOLD LANDLORD AND LANDLORD'S AGENTS HARMLESS FROM ANY INJURY (AND ANY RESULTING OR RELATED CLAIM, ACTION, LOSS, LIABILITY, OR REASONABLE EXPENSE, INCLUDING ATTORNEY'S FEES AND OTHER FEES AND COURT AND OTHER COSTS) ARISING OUT OF TENANT'S OR TENANT'S AGENTS' USE OF THE PREMISES. **THE INDEMNITY CONTAINED IN THIS PARAGRAPH (A) IS INDEPENDENT OF TENANT'S INSURANCE, (B) WILL NOT BE LIMITED BY COMPARATIVE NEGLIGENCE STATUTES OR DAMAGES PAID UNDER THE WORKERS' COMPENSATION ACT OR SIMILAR EMPLOYEE BENEFIT ACTS, (C) WILL SURVIVE THE END OF THE TERM, AND (D) WILL APPLY EVEN IF AN INJURY IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF LANDLORD OR LANDLORD'S AGENTS BUT WILL NOT APPLY TO THE EXTENT AN INJURY IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LANDLORD OR LANDLORD'S AGENTS.**
- q. Maintain the commercial general liability insurance required by this Lease and provide Landlord with proof of such insurance.

B. Tenant agrees not to—

- a. Use the Premises for any purpose other than the Permitted Use.
- b. Create or allow a nuisance or permit any waste of the Premises.
- c. Except with the written consent of Landlord, alter the Premises or place improvements on the Premises, including clearing new roads, moving or erecting any fences or gates, or locating on the Premises any type of manufactured housing or mobile home.

- d. Allow a lien to be placed on the Premises.
 - e. Assign this lease or sublease any portion of the Premises without Landlord's written consent.
 - f. HUNT ON THE LAND OR ALLOW ANYONE ELSE TO HUNT OR FISH ON THE LAND; provided, however, that Tenant may fish on the Land.
 - g. Litter or leave trash or debris on the Premises.
- C. **Landlord agrees to** Lease to Tenant the Premises for the entire Term beginning on the Commencement Date.
- D. **Landlord agrees not to** allow any use of the Premises inconsistent with the Permitted Use as long as Tenant is not in default.
- E. **Landlord and Tenant agree to the following:**
- a. *Fencing.* Except as set forth herein, the Tenant may not construct additional fencing on the Property without the written consent of Landlord, in Landlord's sole discretion.
 - b. *Release of Claims.* TENANT RELEASES LANDLORD AND LANDLORD'S AGENTS FROM ALL CLAIMS OR LIABILITIES FOR ANY INJURY TO TENANT AND TENANT'S AGENTS OR TO TENANT'S OR TENANT'S AGENTS' PROPERTY LOCATED ON THE PREMISES. **THE RELEASE IN THIS PARAGRAPH WILL APPLY EVEN IF THE DAMAGE OR LOSS IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF LANDLORD OR LANDLORD'S AGENTS BUT WILL NOT APPLY TO THE EXTENT THE DAMAGE OR LOSS IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LANDLORD OR LANDLORD'S AGENTS.**
 - c. *Landlord Immunity.* **NOTHING HEREIN SHALL BE CONSTRUED AS A WAIVER OF LANDLORD'S GOVERNMENTAL IMMUNITY OR THE LIMITATIONS AS TO LIABILITY AND DAMAGES IN THE TEXAS TORT CLAIMS ACT.**
 - d. *Default by Tenant/Landlord's Remedies.* Landlord's remedies for Tenant's default are to terminate this lease by written notice and sue for damages. Landlord may enter and take possession of the Premises by self-help, by picking or changing locks if necessary, and may lock out Tenant or any other person who may be using the Premises for grazing, until the default is cured, without being liable for damages.
 - e. *Default/Waiver/Mitigation.* It is not a waiver of default if the Landlord fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this lease does not preclude pursuit of other remedies in this lease or provided by law.
 - f. *Attorney's Fees.* If either party retains an attorney to enforce this lease, the party prevailing in litigation is entitled to recover reasonable attorney's fees and other fees and court and other costs.
 - g. *Venue.* Exclusive venue is in the county in which the Premises are located.
 - h. *Entire Agreement.* This lease, together with the attached exhibits and riders, is the entire agreement of the parties, and there are no oral representations, warranties, agreements, or promises pertaining to this lease or to any expressly mentioned exhibits and riders not incorporated in writing in this lease.
 - i. *Amendment of Lease.* This lease may be amended by Landlord upon sixty (60) days' prior written notice to Tenant.

- j. *Limitation of Warranties.* THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS LEASE.
- k. *Landlord's Use.* Landlord retains the right to use the Premises for purposes that do not materially interfere with Tenant's grazing rights.

[SIGNATURES PAGE TO FOLLOW]

LANDLORD:

Bryan Business Council, Inc., a Texas nonprofit corporation

By: _____

Name: _____

Title: _____

TENANT:

Rafter D Genetics, LLC, a Texas limited liability company

By: _____

Name: _____

Title: _____

Exhibit "A"

Being all that certain tract or parcel of land lying and being situated in the JOHN H. JONES LEAGUE, Abstract No. 26, in The City of Bryan, Brazos County, Texas, being a portion of the called 200 acre tract conveyed in a gift deed from James B. Armstrong and wife Leafy L. Armstrong to Rebekah Armstrong Petrie and Larry Wayne Armstrong recorded in Volume 3476, Page 183 of the Official Records of Brazos County, Texas (O.R.B.C.), said land being the same land described in the deed from Mrs. Lucille Trant Foster to J. B. Armstrong and wife, Leafy Armstrong recorded in Volume 142, Page 208 of the Brazos County Deed Records (B.C.D.R.) and being more particularly described by metes and bounds as follows:

BEGINNING: at a found 1/2-inch iron rod marking the most northerly corner of this tract, being in the northwest line of the called 200 acre Armstrong tract, the east corner of the called 94.685 acre CC HWY 47, L.P. tract recorded in Volume 8580, Page 186 (O.R.B.C.) and the west corner of the called 3.929 acre Texas A&M University tract recorded in Volume 1516, Page 297 (O.R.B.C.), said 3.929 acre tract now comprising a portion of the State Highway No. 47 (variable width right-of-way);

THENCE: along the said southwest line of State Highway No. 47 for the following three (3) calls:

- S 53° 05' 22" E for a distance of 277.23 feet (R.O.W call S 55° 03' 42" E - 272.67') to a found TxDOT concrete right-of-way monument,
- S 61° 00' 26" E for a distance of 501.79 feet (R.O.W call S 63° 01' 53" E - 500.00') to a found TxDOT concrete right-of-way monument, and
- S 66° 39' 33" E for a distance of 291.61 feet (R.O.W call S 68° 41' 54" E - 299.00') to a found 1/2-inch iron rod for the northwest corner of the called 47.31 acre 47 OAKS, LLC tract recorded in Volume 7828, Page 120 (O.R.B.C.);

THENCE: S 45° 40' 56" E along the common line of the called 200 acre Armstrong tract and the called 47.31 acre 47 Oaks, LLC tract, said line being generally along a wire fence, for a distance of 1990.40 feet (Adjoiner Call: S 45° 20' 00" E - 1990.38') to a found 1/2-inch iron rod marking the east corner of this tract, said iron rod also marking the north corner of the called 2.674 acre City of College Station tract recorded in Volume 15040, Page 46 (O.R.B.C.), from whence a found TxDOT concrete right-of-way monument in the northwesterly line of F.M. 60 and marking the south corner of the called 47.31 acre 47 Oaks, LLC tract, bears S 45° 40' 56" E at a distance of 1473.77 feet for reference;

THENCE: S 44° 55' 01" W along the common line of the called 200 acre Armstrong tract, the called 2.674 acre City of College Station tract, Lot 1, Block 2 and Lot 1, Block 1, COTTAGEWOOD SUBDIVISION according to the Final Plat recorded in Volume 15778, Page 56 (O.R.B.C.) for a distance of 1419.64 feet to a found 1/2-inch iron rod marking west corner of said Lot 1, Block 1 and the north corner of the called 14.43 acre Vicki Ann Heistand Weir Living Trust tract recorded in Volume 13159, Page 68 (O.R.B.C.), from whence a found 1/2-inch iron in the northwesterly line of F.M. 60 at the common most southerly corner of the called 14.43 acre Weir tract and Lot 1, Block 1 bears S 44° 04' 26" E at a distance of 1451.61 feet for reference;

THENCE: S 45° 30' 43" W along the fenced common line of the called 200 acre Armstrong tract and the called 14.43 acre Weir tract for a distance of 433.16 feet to a found 1/2-inch iron rod marking the west corner of the said Weir tract and the north corner of the called 29.2824 acre Martha Ann Williams tract recorded in Volume 4464, Page 185 and Volume 4464, Page 177 (O.R.B.C.), from whence a found 1/2-inch iron rod in the northwesterly line of F.M. 60 at the common most southerly corner of the called 14.43 and the called 29.2824 acre tracts bears S 44° 04' 51" E at a distance of 1452.79 feet for reference;

THENCE: S 44° 41' 21" W along the fenced common line the called 200 acre Armstrong tract and the called 29.2824 acre Williams tract for a distance of 1030.35 feet to a found cross-tie fence post corner in the fenced northeasterly margin of Jones Road, said cross-tie also marking the south corner of this tract and the apparent east corner of a called 0.671 acre Brazos County tract recorded in Volume 1913, Page 210 (O.R.B.C.), (the metes and bounds exhibits were referenced, but not included in the recorded document), from whence a found 1/2-inch iron rod marking the west corner of the called 29.2824 acre Williams tract bears S 44° 41' 21" W at a distance of 21.23 feet for reference;

THENCE: along the fenced northeast margin of said Jones Road, said line being along the apparent northeast line of the called 0.671 acre Brazos County tract for the following three (3) calls:

N 45° 37' 33" W for a distance of 1313.26 feet to a found 6-inch diameter cedar fence post for corner,
N 48° 17' 08" W for a distance of 104.83 feet to a found 1/2-inch iron rod for corner, and
N 52° 58' 29" W for a distance of 101.02 feet to found 1/2-inch iron marking the most southerly corner
of the called 0.138 acre Quitclaim Deed from Brazos County to J.B. Armstrong, et ux dated October
8, 1990 and recorded in Volume 2455, Page 45 (O.R.B.C.);

THENCE: 117.99 feet along the southwest line of the called 0.138 acre tract in a counter-clockwise direction along the arc of a curve having a central angle of 06° 43' 37", a radius of 1004.93 feet, a tangent of 59.06 feet and a long chord bearing N 60° 27' 46" W at a distance of 117.92 feet to a found PK nail for corner in the asphalt paved portion of Jones Road, said PK nail also marking the southeast corner of the called 0.242 acre Quitclaim Deed from Brazos County to Fred Jefferson, et ux dated January 14, 1991 and recorded in Volume 1231, Page 678 (O.R.B.C.);

THENCE: N 45° 15' 30" W, at 174.41 feet, pass a found 6-inch diameter cedar post marking the northwest corner of the called 0.138 acre tract, and the north corner of the called 0.242 acre tract, at 1303.59 feet, pass a found 1/2-inch iron rod for reference, continue for a total distance of 1378.59 feet to the west corner of this tract, the north corner of the called 14.097 acre Georgia Johnson, et al tract recorded in Volume 11174, Page 128 (O.R.B.C.) and being in the southeast line of Lot 9, Block 2, CANYON CREEK Subdivision as recorded in Volume 353, Page 109 (B.C.D.R.);

THENCE: along the southeast line of said CANYON CREEK Subdivision for the following three (3) calls:

N 42° 29' 41" E for a distance of 26.18 feet for corner,
N 47° 59' 53" E for a distance of 29.09 feet for corner, and
N 44° 58' 34" E, at 75.00 feet, pass a found 1/2-inch iron rod for reference, at 884.39 feet, pass a found 1/2-inch iron rod marking the common most easterly corner of said Lot 9 and Lot 10, Block 2, continue for a total distance of 1525.57 feet to a found 5/8-inch iron rod marking the east corner of said Lot 10, Block 2, CANYON CREEK Subdivision and the south corner of the before-mentioned 94.685 acre CC HWY 47, L.P. tract;

THENCE: N 44° 22' 57" E along the southeast line of the before-said 94.685 acre tract for a distance of 1065.70 feet to the POINT OF BEGINNING and containing 196.829 acres of land, more or less.