

**Last Updated:** February 4, 2026

## **MASTER SERVICES AGREEMENT**

This Master Services Agreement (this “Agreement”) is between BirdDog Adventures, Inc., a Texas corporation with its principal place of business at 5075 Main Street, Chappell Hill, Texas 77426 (“BirdDog,” “we,” “us,” or “our”), and the individual or entity accepting this Agreement (“User,” “you,” or “your”). The “Effective Date” is the date and time you click “I Accept,” “I Agree,” or a similar button or checkbox presented with this Agreement, or if you first access or use the BirdDog Platform after being presented with this Agreement, the date and time of such access or use. This Agreement governs your access to and use of the BirdDog Platform (as defined below) and the provision of Services (as defined below) thereunder, tailored to your designated user type (“User Type”), which may include Landowner, Land/Ranch Manager, Operator (including farmers or ranchers), Hunter, Provider, or General User, as selected during Account registration or as otherwise specified in Schedule A hereto. By clicking “I Accept” or similar, User acknowledges that User has read, understood, and agrees to be bound by this Agreement, including all Schedules attached hereto, and the incorporated Terms of Service and Privacy Policy available at <https://www.birddogit.com> (collectively, the “Policies”), each of which is incorporated herein by reference as if fully set forth.

### **CLICK-THROUGH ACCEPTANCE; ELECTRONIC SIGNATURE; E-SIGN CONSENT**

(a) Click-Through Acceptance. By clicking “I Accept,” “I Agree,” or a similar button or checkbox presented with this Agreement, you acknowledge that you have read, understand, and agree to be bound by this Agreement (including all Schedules and the Policies). If you do not agree, do not use the Platform or Services.

(b) Electronic Signature. You agree that your click/checkbox action and any associated electronic authentication (including your Account credentials) constitute your legal signature, and that this Agreement is a binding contract between you and BirdDog.

(c) Consent to Electronic Records and Disclosures. You consent to transact electronically and to receive and retain notices, disclosures, invoices, and records electronically (including through the Platform and by email to the address associated with your Account). You may download, save, or print a copy of this Agreement for your records.

(d) Authority. If you accept this Agreement on behalf of an entity or on behalf of a landowner, you represent that you have authority to bind that entity and/or that landowner and that you have obtained any required written authorization.

### **RECITALS**

WHEREAS, BirdDog operates an online marketplace platform accessible via <https://www.birddogit.com> and related subdomains, mobile applications, and services (the “*Platform*”), which facilitates connections among users for unique outdoor experiences,

including but not limited to hunting reservations (“*Experiences*”), agricultural land leasing, agricultural land leasing, residual fertility assessments, wildlife management, and related land optimization services (collectively, the “*Services*”);

WHEREAS, for Users designated as Landowners, such Users own and control certain parcels and surrounding and other real property interests, including ranch, farm, timber, habitat, right-of-way, surface, water, and recreational assets identified through the Portal Schedule system in Schedule B (each, a “*Property*,” and collectively, the “*Properties*”);

WHEREAS, User desires to access and utilize the Platform and Services in accordance with User’s User Type, which may involve listing or booking Locations (as defined below), providing or procuring Operators (as defined below), or engaging in transactional activities such as leases or hunts, subject to the terms and conditions set forth herein;

WHEREAS, BirdDog desires to grant User a limited license to access the Platform and provide the Services, subject to User’s compliance with this Agreement, the Policies, and applicable law, while disclaiming any ownership, control, or management of third-party Locations, Experiences, or Operators facilitated thereon;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

## 1. DEFINITIONS

For purposes of this Agreement, the following terms shall have the meanings ascribed to them below:

- a) “**Account**” means the user account created by User on the Platform for accessing the Services.
- b) “**Confidential Information**” means any non-public information disclosed by one Party to the other, whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including but not limited to business plans, pricing, technical data, customer lists, and Platform usage data. Confidential Information shall not include information that: (i) is or becomes generally available to the public without breach of this Agreement; (ii) was known to the receiving Party prior to disclosure, as evidenced by written records; (iii) is received from a third party without restriction; or (iv) is independently developed by the receiving Party without use of or reference to the disclosing Party’s Confidential Information.
- c) “**Experiences**” means the hunting, fishing, or other outdoor activities facilitated through the Platform at privately owned Locations.
- d) “**General User**” means a User accessing the Platform for informational or non-transactional purposes, without engaging in listings, bookings, or leases.

- e) “**Hunter**” means a User booking or participating in Experiences.
- f) “**Landowner**” means a User owning or controlling a Location and listing it for Experiences, leasing, or optimization services.
- g) “**Land/Ranch Manager**” means a User authorized by a Landowner to manage Properties and access Services on the Landowner’s behalf, including property managers, ranch managers, agricultural consultants, or other authorized representatives acting with documented authority from the property owner.
- h) “**Location**” means any real property listed or accessed via the Platform for Services.
- i) “**Operator**” means any person or entity engaged in agricultural activities on a Location, including but not limited to growers, farmers, ranchers, agriculture producers, livestock operators, custom applicators, agronomists, and any other party using land for agricultural, grazing, or farming purposes.
- j) “**Platform**” has the meaning set forth in the Recitals.
- k) “**Provider**” means a Landowner or agent offering Experiences or Locations.
- l) (n) “**Net Benefit**” means the positive, measurable economic result realized by User that is proximately caused by BirdDog’s efforts under this Agreement, calculated as follows (without double counting): (i) New Revenue (e.g., bookings, leases, licenses, easements, crops/livestock revenue, carbon/eco-credits, mitigation credits, grants awarded) actually received by User, minus taxes, refunds, or chargebacks; plus (ii) Cost Savings (e.g., negotiated reductions in existing contracts, avoided costs, improved procurement, tax optimization excluding out-of-scope tax advice) actually realized by User, measured against the documented baseline immediately prior to BirdDog’s intervention; plus (iii) One-time Payments or In-Kind Consideration (e.g., signing bonuses, equipment, materials) at fair value when received. Clarifications: (i) Net Benefit excludes generalized market appreciation and outcomes occurring without any BirdDog involvement, with a presumption that BirdDog’s involvement contributed to benefits unless User demonstrates otherwise by clear and convincing evidence; (ii) grants and awards are included upon funding; (iii) for multi-year agreements, Net Benefit is measured per remittance as User actually receives payments; and (iv) for tax-related outcomes, BirdDog’s fee is based on cash savings realized (e.g., reduced cash taxes paid), not notional deductions.
- m) “**Services**” has the meaning set forth in the Recitals, and includes modular components detailed in Schedule A based on User Type.
- n) “**User Type**” has the meaning set forth above.

## **2. APPOINTMENT; EXCLUSIVITY; SCOPE**

(a) Appointment. User may appoint BirdDog to provide land optimization services with respect to specific Properties during the Term, as elected by User through the Platform. BirdDog may, with User’s approval (not to be unreasonably withheld, conditioned, or delayed), engage

third-party contractors, consultants, operators, outfitters, or service providers (each, an “*Operator*”) to perform services under this Agreement.

(b) Exclusivity. During the Term, User shall not engage any other party to perform Land Services that BirdDog is actively providing under this Agreement for any Property, and User shall route optimization initiatives, vendor selections, leases, licenses, bookings, and similar monetization or savings opportunities related to such active Land Services through BirdDog. This exclusivity provision does not prevent User from engaging other parties for services that BirdDog is not actively providing under this Agreement. Pre-existing written contracts listed on Schedule B-1 are excluded until expiration or termination, after which exclusivity applies to any Land Services BirdDog thereafter actively provides. For clarity, nothing in this Agreement restricts BirdDog from providing similar services to other clients. User acknowledges that violations of the exclusivity provision in Section 2(b) will result in liquidated damages equal to twenty-five percent (25%) of the circumvented transaction value, which the parties agree represents a reasonable estimate of BirdDog’s damages. BirdDog may monitor User’s activities and require periodic certifications of compliance with this exclusivity provision. The exclusivity obligations in this Section 2(b) shall survive termination and continue for twenty-four (24) months with respect to any counterparties introduced or managed by BirdDog during the Term for Land Services BirdDog was actively providing. Material violations of the exclusivity provision in Section 2(b) constitute grounds for immediate termination without notice or cure period.

(c) Properties; Additions. The Properties are listed through the Portal Schedule system in Schedule B and may be supplemented or updated by mutual written agreement (email sufficing). Where a Property is bought or sold during the Term, this Agreement shall, as to new Properties, apply upon addition to the Portal Schedule system in Schedule B and, as to sold Properties, apply through the date of sale and any tail periods herein.

(d) Agency Standard. BirdDog shall act as User’s fiduciary within the scope of its appointment, exercising good faith and loyalty and prioritizing User’s interests in connection with Land Services decisions and negotiations.

(e) User Approvals. BirdDog shall seek User’s written approval for all leases, licenses, and long-term agreements), which approval shall not be deemed granted by User’s failure to respond. For operational project decisions within approved budgets and projects exceeding the Approval Threshold in Schedule B-1, BirdDog shall seek User’s written approval, and lack of response within fifteen (15) business days after submission shall be deemed approval unless expressly stated otherwise by User.

### **3. GRANT OF LICENSE AND ACCESS TO PLATFORM**

(a) Subject to User’s compliance with this Agreement and the Policies, BirdDog hereby grants User a non-exclusive, non-transferable, revocable, limited license during the Term (as defined below) to access and use the Platform solely for User’s internal, personal, or business purposes

consistent with its User Type, and only in the United States. User shall not: (i) copy, modify, distribute, sell, or lease any part of the Platform; (ii) reverse engineer, decompile, or disassemble the Platform; (iii) use the Platform for any unlawful purpose or in violation of applicable laws, including hunting, environmental, or agricultural regulations; (iv) upload or transmit viruses, malware, or harmful code; or (v) interfere with the Platform's operation or other users' access. BirdDog reserves all rights not expressly granted herein. User acknowledges that the Platform is provided "as is" and "as available," and BirdDog disclaims any ownership, control, or liability for third-party content, Locations, Experiences, or Operators facilitated thereon.

(b) Platform Messaging Service.

(i) Platform Communications Monitoring. User acknowledges, understands, and irrevocably consents that BirdDog has the unrestricted and absolute right to access, intercept, monitor, record, store, analyze, review, copy, and use all communications transmitted through the Platform's messaging service, including without limitation all messages, attachments, images, files, documents, metadata, timestamps, location data, and any other information or content transmitted via Platform messaging (collectively, "**Platform Communications**"). BirdDog may exercise these rights for any purpose whatsoever in BirdDog's sole and absolute discretion, including but not limited to: platform security and fraud prevention; compliance monitoring and enforcement of applicable laws, regulations, and this Agreement; quality assurance and customer service; dispute resolution and evidence preservation; business intelligence and analytics; artificial intelligence and machine learning training; marketing and promotional activities; service improvement and product development; competitive analysis; and any other business, commercial, legal, or operational purposes as determined by BirdDog. **USER EXPRESSLY ACKNOWLEDGES AND AGREES THAT USER HAS NO EXPECTATION OF PRIVACY WHATSOEVER IN PLATFORM COMMUNICATIONS.** This consent is irrevocable and shall remain in effect indefinitely, including after termination of this Agreement.

(ii) Business Communications Only. The Platform messaging service is intended solely for business-related communications directly related to Services, Properties, bookings, leases, transactions, and other activities facilitated through the Platform. User shall not use Platform Communications for personal matters, confidential communications, privileged discussions, or any communications unrelated to Platform business activities. User expressly waives any and all expectations of privacy, confidentiality, or privilege with respect to Platform Communications and acknowledges that all Platform Communications are non-confidential as to BirdDog and may be accessed, reviewed, and used by BirdDog without restriction.

(iii) Perpetual Content License. User hereby grants to BirdDog a perpetual, irrevocable, worldwide, royalty-free, fully paid-up, transferable, and fully sublicensable (through multiple tiers) license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, publicly display, publicly perform, transmit, broadcast, and otherwise exploit in any manner whatsoever, all Platform Communications and any content, information, ideas, concepts,

know-how, techniques, or data contained therein, for any and all purposes, including without limitation commercial purposes, marketing and promotional materials, artificial intelligence and machine learning training and development, service enhancement and analytics, competitive analysis, product development, research and development, and any other business or commercial purposes as determined by BirdDog in its sole discretion. This license survives termination of this Agreement and User's access to the Platform.

(iv) Prohibited Communications. User shall not transmit through Platform Communications: any illegal, fraudulent, deceptive, misleading, or unlawful content; threatening, harassing, abusive, defamatory, libelous, or offensive material; malware, viruses, trojan horses, or other harmful computer code; spam, unsolicited commercial communications, or bulk messages; content that infringes or violates any intellectual property, privacy, publicity, or other rights of any third party; confidential or proprietary information belonging to third parties without authorization; content that violates any provision of this Agreement, the Policies, or applicable law; or any content that BirdDog deems inappropriate, objectionable, or harmful to BirdDog's business interests. BirdDog reserves the absolute right, in its sole and unrestricted discretion, to remove, delete, block, filter, restrict, or take any other action with respect to any Platform Communications that BirdDog determines violate this provision or are otherwise objectionable, without prior notice to User and without any liability whatsoever to User or any third party.

(v) MESSAGING SERVICE DISCLAIMER. THE PLATFORM MESSAGING SERVICE IS PROVIDED STRICTLY "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES, REPRESENTATIONS, OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, RELIABILITY, SECURITY, OR ACCURACY. BIRDDOG EXPRESSLY DISCLAIMS ALL LIABILITY FOR: THE CONTENT, ACCURACY, COMPLETENESS, RELIABILITY, OR LEGALITY OF ANY PLATFORM COMMUNICATIONS; FAILED, DELAYED, MISDIRECTED, DUPLICATED, OR CORRUPTED MESSAGE DELIVERY; UNAUTHORIZED ACCESS TO OR INTERCEPTION OF PLATFORM COMMUNICATIONS BY THIRD PARTIES; USER'S RELIANCE ON ANY PLATFORM COMMUNICATIONS; BIRDDOG'S MONITORING, ACCESS TO, REVIEW OF, OR USE OF PLATFORM COMMUNICATIONS; BIRDDOG'S FAILURE TO MONITOR, ACCESS, REVIEW, OR ACT UPON PLATFORM COMMUNICATIONS; ANY DECISIONS MADE OR ACTIONS TAKEN BASED ON PLATFORM COMMUNICATIONS; SYSTEM DOWNTIME, TECHNICAL FAILURES, OR SERVICE INTERRUPTIONS; DATA LOSS OR CORRUPTION; AND ANY OTHER MATTER RELATED TO THE PLATFORM MESSAGING SERVICE. USER ACKNOWLEDGES AND AGREES THAT USER IS SOLELY RESPONSIBLE FOR MAINTAINING ALTERNATIVE COMMUNICATION METHODS, BACKUP SYSTEMS, AND INDEPENDENT RECORDS OF ALL IMPORTANT COMMUNICATIONS AND

SHALL NOT RELY EXCLUSIVELY ON THE PLATFORM MESSAGING SERVICE FOR CRITICAL BUSINESS COMMUNICATIONS.

(vi) Suspension and Termination Rights. BirdDog may, at any time and in its sole and absolute discretion, suspend, restrict, disable, or permanently terminate User's access to the Platform messaging service, with or without cause, with or without prior notice, and without any liability or obligation to User or any third party. BirdDog may delete, remove, or destroy any or all Platform Communications at any time and for any reason in its sole discretion; provided, however, that BirdDog may retain copies of Platform Communications indefinitely for BirdDog's business, legal, compliance, or other purposes. User acknowledges that BirdDog has no obligation to preserve, maintain, or provide access to Platform Communications under any circumstances.

(vii) Legal Compliance and Disclosure Rights. BirdDog may disclose, provide access to, or otherwise make available any Platform Communications to law enforcement agencies, regulatory authorities, government officials, courts, legal counsel, third-party service providers, or any other parties, at any time and in BirdDog's sole discretion: when required or requested by legal process, subpoena, court order, or government demand; to investigate, prevent, or take action regarding suspected illegal activities, fraud, or violations of this Agreement; to protect and defend BirdDog's rights, property, employees, users, or the general public; to enforce this Agreement or BirdDog's other legal rights; to comply with applicable laws, regulations, or legal obligations; or for any other reason that BirdDog deems necessary, appropriate, or advisable in its sole and absolute discretion. **USER EXPRESSLY WAIVES ANY AND ALL CLAIMS, CAUSES OF ACTION, DAMAGES, OR OTHER RIGHTS AGAINST BIRDDOG ARISING FROM OR RELATED TO ANY SUCH DISCLOSURE OR ACCESS.**

(viii) Data Retention and User Responsibility. BirdDog may, but has no obligation to, retain Platform Communications for such period as BirdDog determines appropriate in its sole discretion for business, legal, regulatory, compliance, evidence preservation, or other purposes. BirdDog has no obligation to retain, backup, archive, or provide User with access to Platform Communications after termination of User's Account, suspension of messaging privileges, or at any other time. **USER IS SOLELY RESPONSIBLE FOR CREATING AND MAINTAINING BACKUP COPIES OF ANY PLATFORM COMMUNICATIONS THAT USER WISHES TO RETAIN.** BirdDog shall have no liability for the loss, deletion, corruption, or unavailability of Platform Communications under any circumstances.

(ix) No Duty to Monitor. User acknowledges and agrees that BirdDog has the right, but not the duty or obligation, to monitor, review, or take action with respect to Platform Communications. BirdDog's failure to monitor Platform Communications, detect violations, remove prohibited content, or take any action with respect to Platform Communications shall not create any duty, obligation, or liability on BirdDog's part and shall not be deemed a waiver of any rights or remedies available to BirdDog. The existence of BirdDog's monitoring capabilities does not

impose any obligation on BirdDog to exercise such capabilities for User's benefit or for the benefit of any third party.

(x) Survival. The provisions of this Section 3(b) shall survive termination of this Agreement indefinitely and shall remain in full force and effect with respect to all Platform Communications transmitted prior to, during, or after the Term of this Agreement.

#### **4. SERVICES AND USER OBLIGATIONS**

BirdDog shall provide the Services in accordance with this Agreement and Schedule A, which delineates modular services by User Type. For Landowners, Services include listing Locations for Experiences or leasing, facilitation of Operator selection process and recommendations, with final selection decisions retained by Landowner, payment processing, and land optimization (e.g., residual fertility assessments under Schedule C). For Land/Ranch Managers, Services include the same capabilities as Landowners subject to documented authorization and scope limitations. For Operators, Services include access to bidding on Locations, compliance monitoring, and transaction facilitation. For Hunters, Services include search, booking, hunting lease access and reservation assistance for Experiences. For Providers, Services include listing and management tools for Experiences. For General Users, Services are limited to Platform browsing and informational access. User shall: (a) provide accurate, complete information for its Account and listings; (b) comply with all applicable laws, including state-specific hunting licenses, bag limits, leasing regulations, and environmental standards; (c) obtain necessary permits, insurance, and approvals for Locations or activities; (d) when acting on behalf of any landowner or property owner, acknowledge that User has obtained proper written consent from such landowner or property owner prior to using any BirdDog services, including but not limited to hunting, leasing, land optimization, or other land services; (e) obtain all necessary authorizations when acting on behalf of property owners; and (f) indemnify BirdDog for any claims arising from User-generated content (including property descriptions, photos, listings, and other materials uploaded to the Platform) or activities User conducts on Properties. Specific obligations by User Type are further detailed in Schedule A. For Landowners and Operators utilizing the Agricultural Land Lease Agreement template, multiple separate Lease Agreements may be executed for different fields, crops, or uses on the same property without requiring re-execution of this MSA. Each Agricultural Land Lease Agreement executed pursuant to this MSA shall incorporate this Master Services Agreement and Schedule H (Agricultural Land Lease Agreement Specific Provisions) by reference in their entirety. Both Landowner and Operator parties to any such Agricultural Land Lease Agreement acknowledge and agree that they are bound by the applicable terms of this MSA and Schedule H, including but not limited to the representations, warranties, indemnification provisions, limitation of liability, insurance requirements, dispute resolution procedures, and general provisions set forth herein. Each such Lease Agreement shall incorporate this MSA by reference and contain its own field-specific property descriptions, economic terms, expense allocations, insurance requirements, and attachments (including legal descriptions, rent matrices, and farming services lists) as negotiated

between the parties. BirdDog's role varies by service layer: (i) for listing and platform services (Layer 2), BirdDog acts as service provider and may serve as agent or fiduciary as expressly stated in Schedule A; (ii) for direct agreements between Users (Layer 3), BirdDog acts solely as technology facilitator and payment processor, and shall not be deemed a broker, agent, or fiduciary between the contracting parties.

BirdDog will design and execute Land Services including, without limitation: hunt hosting and outdoor experiences; grant applications; government and nonprofit conservation programs; habitat, watershed, and pond management; regenerative grazing; wildlife management (including MLDP); advanced ecosystem mapping; carbon/SOC and other environmental credits; easements and right-of-way negotiation; exotic operations where applicable and lawful; and portfolio-level planning, reporting, and optimization. Illustrative scope is further described on Schedule C.

When User elects to host hunting, fishing, or recreational experiences on any Property and/or enter into hunting leases: (i) BirdDog will manage listings, bookings, hunting lease marketing/negotiation/administration, guest communications, and payments through BirdDog's platform or BirdDog-managed lease documents; (ii) BirdDog will ensure all guests execute User's liability waiver(s) and BirdDog's guest waiver(s) prior to participation; User will provide and enforce safety briefings and protocols; and (iii) the Parties will follow the operational rules in Schedule G (Hunting & Outdoor Addendum).

When applicable, BirdDog may select or contract Operators, coordinate soil testing, and procure inputs, each consistent with agronomic best practices and the sustainability standards agreed by the Parties.

For any initiative requiring permits, licenses, or regulatory approvals, BirdDog will coordinate preparation and submission; User will execute as applicant when needed and pay required fees and third-party costs, subject to the compensation and fee provisions in Section 5.

If User elects to engage BirdDog for residual fertility analyses and reporting, the process and fees in Schedule C apply.

BirdDog will perform with diligence and in good faith consistent with customary agricultural, wildlife, conservation, and land-management practices in the relevant geography. BirdDog will procure and supervise Operators as approved, coordinate permitting, and provide periodic reporting on initiatives and performance.

No permanent improvements shall be constructed without User's prior written approval (not to be unreasonably withheld). Project-related staging and storage will be orderly and compliant with law. Utilities used for Land Services are at User's cost unless expressly included in Project Costs or otherwise agreed.

## **5. COMPENSATION**

User shall pay BirdDog the fees specified in Schedule B (“*Fees*”), which may vary by User Type and service module (e.g., 20% of gross revenue from individual packaged hunts for Landowners/Providers; 10% from the Landowner on long-term leases for Landowners/Operators; cost plus 10% on projects; 10% of optimization). User is responsible for all applicable taxes on fees paid directly to BirdDog. For marketplace transactions processed through the Platform, BirdDog will collect and remit transaction taxes as required by applicable state and local laws. For land optimization services and other direct services, BirdDog shall invoice User monthly or per transaction via the Platform, with payment due within fifteen (15) days via ACH, credit card, or other approved method. For marketplace transactions (including bookings, hunts, and leases processed through the Platform), BirdDog will process all payments from third parties and remit amounts due to User net of BirdDog’s applicable fees within fifteen (15) days of receipt of funds. Late payments accrue interest at 1.5% per month or the maximum lawful rate. In addition to interest charges, BirdDog reserves the right to: (a) Suspend any ongoing services for accounts more than thirty (30) days past due; (b) Recover all costs of collection, including reasonable attorney fees and court costs, for unpaid amounts; and (c) Retain a lien on all assessment reports and related work product until full payment is received. Fees are non-refundable except as specified in the Policies. Schedule B may be amended by BirdDog upon thirty (30) days’ notice, with adjustable rates per User account via Platform portal schedules.

For any initiative or action where BirdDog directly makes or saves User money, User shall pay BirdDog a success fee equal to twenty percent (20%) of Net Benefit. For any Land Improvement Project where BirdDog acts as general contractor or project manager, User shall reimburse Actual, Documented Project Costs (labor, materials, permits, subcontractors, equipment, rentals, mobilization, required insurance, and reasonable travel) plus ten percent (10%) as BirdDog’s project management fee. Project procedures (bidding, change orders, approvals) are detailed in Schedule D.

A given dollar of value is subject to either the Success Fee or the Project Fee, not both. If a Project produces finished assets that later generate revenue (e.g., hunt bookings, leases), those future revenues are subject to the Success Fee when received; the initial build is governed by the Project Fee.

Revenues from hunts, fishing, lodging, and other guest experiences run through BirdDog’s systems are treated as New Revenue in the Net Benefit calculation; BirdDog’s Success Fee is 20% of Net Benefit on such revenues. Operational mechanics (listings, payments, waivers, safety) are set out in Schedule G.

BirdDog will provide a benefits statement and invoice monthly (or quarterly if mutually agreed). User shall pay the undisputed amount within fifteen (15) days after the earlier of User’s receipt of underlying funds or BirdDog’s invoice, by ACH to the account designated by BirdDog.

Disputes must be raised in writing within thirty (30) days with reasonable detail; undisputed amounts remain payable.

Each Party will maintain reasonably detailed books and records sufficient to verify Net Benefit, costs, and fees. Upon ten (10) business days' notice, the other Party may audit such records (no more than twice per calendar year) during normal business hours, using a mutually agreeable independent auditor; under/overpayments shall be trued-up within fifteen (15) days. Confidentiality applies.

Each Party is responsible for its own income and similar taxes. BirdDog may collect and remit transaction taxes where required and will provide reasonable reporting to User.

## **6. NON-CIRCUMVENTION; PLATFORM ROUTING**

User shall not, directly or indirectly, circumvent BirdDog with respect to: (i) guests, customers, lessees, licensees, vendors, Operators, or other counterparties introduced or managed by BirdDog; or (ii) bookings and transactions originating through BirdDog's platform or services. All such bookings and transactions shall be routed exclusively through BirdDog during the Term and for twenty-four (24) months thereafter as to counterparties where BirdDog facilitated initial contact and for twelve (12) months thereafter as to all other counterparties, in each case as to the same counterparties and same or substantially similar transactions. Violations of Section 6 shall result in liquidated damages equal to twenty percent (20%) of the circumvented transaction value for transactions under \$50,000 and twenty-five percent (25%) of the circumvented transaction value for transactions of \$50,000 or more, which the parties agree represents a reasonable estimate of BirdDog's damages. BirdDog may terminate or seek equitable relief for material breaches of Section 6, in addition to other remedies.

## **7. USER RESPONSIBILITIES**

User shall provide historical yields, operations and financial data, maps, surveys, environmental reports, FSA and property records, water and utility access information, prior leases and contracts, and other information reasonably needed for Land Services. User shall timely review BirdDog requests and execute user-required documents. User shall ensure Properties are reasonably safe and in compliance with applicable laws; provide, conduct, and enforce safety briefings and protocols for all guests and personnel. User shall maintain commercially reasonable insurance covering activities User conducts or authorizes on the Properties.

## **8. TERM AND TERMINATION**

(a) Term. This Agreement commences on the Effective Date and continues for an initial term of one (1) year ("**Initial Term**"), unless earlier terminated as provided herein. Thereafter, it automatically renews for successive one (1) year terms ("**Renewal Terms**"), unless either Party provides written notice of non-renewal at least sixty (60) days prior to the end of the then-current term.

(b) Termination for Convenience. Either Party may terminate this Agreement for convenience upon sixty (60) days' written notice to the other Party, following completion of then-active projects or a mutually agreed transition plan.

(c) Termination for Cause. Either Party may terminate this Agreement under Section 8(c) immediately upon written notice if the other Party: (i) materially breaches this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice thereof (or ten (10) days for non-payment); (ii) becomes insolvent, files for bankruptcy, or has a receiver appointed; or (iii) violates applicable law in connection with the Services.

(d) Account Cancellation. User may cancel their Platform account at any time, which shall constitute a termination for convenience under Section 8(b) and trigger the sixty (60) day notice period. All ongoing services and fee obligations shall continue during the notice period. Upon account cancellation, BirdDog will deactivate User's Platform access, but this Agreement shall remain in effect during the transition period specified in Section 8(b).

(d) Tail. BirdDog's right to the Success Fee survives for twelve (12) months after termination as to any (i) counterparties introduced by BirdDog during the Term, or (ii) initiatives materially advanced by BirdDog during the Term that close or are realized post-termination.

(e) Effects of Termination. Upon termination, User shall immediately cease use of the Platform and Services; provided, that for Landowners, ongoing leases or Experiences shall continue until completion per applicable terms, with BirdDog facilitating payments. BirdDog will assist in an orderly transition; Operators will demobilize; and each Party will return or destroy Confidential Information upon request, subject to legal retention requirements. The provisions surviving termination include those in 1 (Definitions), 5 (Compensation, for accrued amounts), 9 (Representations and Warranties), 10 (Indemnification), 11 (Limitation of Liability), 12 (Confidentiality), 13 (Dispute Resolution), and 14 (General Provisions).

## **9. REPRESENTATIONS AND WARRANTIES**

(a) Mutual Representations. Each Party represents and warrants to the other that: (i) it has the full right, power, and authority to enter into and perform this Agreement; (ii) its execution and performance do not violate any other agreement or law; and (iii) it shall comply with all applicable laws in connection with this Agreement.

(b) Additional User Warranties. User further represents and warrants that: (i) for Landowners/Providers, it has clear title to Locations and authority to list or lease them, and it holds (or will hold) lawful control over each Property listed on Schedule B and will promptly disclose any liens, encumbrances, or restrictions that may affect Land Services; (ii) all listings and content provided are accurate, non-infringing, and compliant with regulations (e.g., no protected species or environmental hazards); (iii) for Operators/Hunters, it holds necessary licenses and will conduct activities responsibly; (iv) it shall maintain commercially reasonable insurance appropriate to its User Type and activities, with specific coverage requirements to be

determined based on services elected and risk assessment; and (v) when acting on behalf of any landowner or property owner, it has obtained proper written consent from such landowner or property owner prior to using any BirdDog services, including but not limited to hunting, leasing, land optimization, or other land services.

(c) BirdDog Warranties. BirdDog warrants that it will use commercially reasonable efforts to ensure the Platform performs in accordance with the documentation, subject to scheduled maintenance. BirdDog disclaims any responsibility for third-party property conditions, market fluctuations, regulatory changes, or outcomes dependent on factors outside BirdDog's direct control, including but not limited to weather conditions, wildlife populations, crop yields, or User's property management decisions.

(d) Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE SERVICES AND PLATFORM ARE PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. BIRDDOG DISCLAIMS LIABILITY FOR UNPREDICTABLE OUTCOMES IN EXPERIENCES OR LEASES, SUCH AS CROP YIELDS, GAME POPULATIONS, OR ENVIRONMENTAL CONDITIONS.

## 10. INDEMNIFICATION

(a) Indemnification by User. User shall indemnify, defend, and hold harmless BirdDog, its affiliates, officers, directors, employees, and agents (collectively, "***BirdDog Indemnitees***") from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to: (i) User's breach of this Agreement or the Policies; (ii) User's negligence, willful misconduct, or violation of law in connection with the Services; (iii) any third-party claims related to User's Locations, Experiences, or activities (e.g., injury, property damage, environmental harm), including conditions on the Properties existing prior to BirdDog's entry or outside BirdDog's control; (iv) infringement of third-party intellectual property rights by User's content; (v) disputes between User and third parties (e.g., Operators, Hunters); (vi) any and all claims, demands, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees and court costs) arising from or relating to User's Platform Communications, including without limitation claims for defamation, libel, slander, harassment, stalking, intimidation, invasion of privacy, violation of privacy rights, breach of confidentiality, intellectual property infringement, copyright violation, trademark infringement, misrepresentation, fraud, negligent misrepresentation, intentional infliction of emotional distress, discrimination, or any violations of federal, state, or local laws, regulations, or ordinances; or (vii) any and all claims by third parties arising from or relating to any content, information, data, or materials that User transmits, uploads, posts, or otherwise communicates through the Platform messaging service, including without limitation claims by other Users, customers, vendors, contractors, suppliers, competitors, law enforcement agencies, regulatory authorities,

government entities, or any other persons or entities, regardless of the nature or basis of such claims.

(b) Indemnification by BirdDog. BirdDog shall indemnify, defend, and hold harmless User, its affiliates, officers, directors, employees, and agents (collectively, “*User Indemnitees*”) from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys’ fees) arising out of or relating to: (i) BirdDog’s breach of this Agreement; or (ii) BirdDog’s negligence or willful misconduct in providing the Services.

(c) Procedure. The indemnified Party shall: (i) promptly notify the indemnifying Party in writing of any claim; (ii) provide reasonable cooperation and assistance at the indemnifying Party’s expense; and (iii) grant the indemnifying Party sole control over the defense and settlement, provided that no settlement admits liability on the indemnified Party’s behalf or imposes obligations without its consent. The indemnifying Party shall not be liable for any failure to notify or defend if such failure prejudices its rights.

## **11. LIMITATION OF LIABILITY**

(a) Exclusion of Consequential Damages. EXCEPT FOR BREACHES OF CONFIDENTIALITY, INDEMNIFICATION OBLIGATIONS, GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, REVENUE, DATA, OR GOODWILL, ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION (CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE) OR WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) Liability Cap. EXCEPT FOR BREACHES OF CONFIDENTIALITY, INDEMNIFICATION OBLIGATIONS, GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD, EACH PARTY’S AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID OR PAYABLE TO BIRDDOG HEREUNDER DURING THE SIX (6) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM. NOTWITHSTANDING THE FOREGOING, BIRDDOG SHALL HAVE NO LIABILITY FOR DAMAGES ARISING FROM USER’S FAILURE TO MAINTAIN PROPERTY CONDITIONS, COMPLY WITH APPLICABLE REGULATIONS, OR FULFILL USER’S OBLIGATIONS HEREUNDER, INCLUDING BUT NOT LIMITED TO BUSINESS INTERRUPTION, REGULATORY PENALTIES, OR SIMILAR CONSEQUENTIAL DAMAGES RESULTING FROM SUCH FAILURES.

## **12. CONFIDENTIALITY**

(a) Each Party agrees to maintain the Confidential Information of the other Party in strict confidence and not to disclose it to any third party without prior written consent, except to its employees, agents, or advisors who have a need to know and are bound by similar obligations. Each Party shall use Confidential Information solely for purposes of this Agreement and exercise at least the same degree of care to protect it as it uses for its own similar information, but no less than reasonable care. Upon termination or request, the receiving Party shall return or destroy all Confidential Information and certify such destruction. Obligations hereunder survive termination for three (3) years, or as long as such information remains confidential.

(b) Platform Communications Exclusion. Notwithstanding anything to the contrary contained in this Agreement, Platform Communications (as defined in Section 3(b)(i)) are expressly excluded from the definition of Confidential Information and shall not be deemed confidential, proprietary, or subject to any confidentiality obligations whatsoever under this Section 12 or any other provision of this Agreement. User expressly acknowledges and agrees that BirdDog may access, monitor, record, store, analyze, review, use, disclose, distribute, exploit, and otherwise deal with Platform Communications in any manner and for any purpose as set forth in Section 3, without any confidentiality restrictions or obligations to User or any third party. User waives any and all claims that Platform Communications constitute confidential, proprietary, or trade secret information, and User shall not assert any confidentiality rights or obligations with respect to Platform Communications against BirdDog or any party to whom BirdDog discloses Platform Communications. This exclusion applies to all Platform Communications regardless of whether such communications contain information that might otherwise be considered confidential under this Agreement, and regardless of any confidentiality markings, legends, or designations that User may include in Platform Communications.

### **13. DISPUTE RESOLUTION**

(a) Negotiation. The Parties shall first attempt to resolve any dispute arising out of this Agreement through good-faith negotiations for thirty (30) days.

(b) Arbitration. Any unresolved dispute shall be submitted to binding arbitration under the American Arbitration Association's Commercial Arbitration Rules in Austin, Texas, by a single arbitrator. The arbitrator's award shall be final and enforceable in any court of competent jurisdiction. Each Party shall bear its own costs, except that the prevailing Party may recover reasonable attorneys' fees.

(c) Class Action Waiver. Disputes must be brought in an individual capacity; class actions are waived.

(d) Equitable Relief. Nothing herein precludes a Party from seeking injunctive relief in court for breaches of confidentiality or intellectual property rights.

### **14. GENERAL PROVISIONS**

(a) Governing Law. This Agreement is governed by the laws of the State of Texas, without regard to conflicts of laws principles. The Parties consent to exclusive jurisdiction and venue in state or federal courts located in Washington County, Texas (or the Western District of Texas, Austin Division) for any non-arbitrable matters.

(b) Entire Agreement. This Agreement (including Schedules) constitutes the entire agreement and supersedes prior discussions. Amendments must be in a writing signed by both Parties (email sufficing if explicitly agreed by both).

(c) Order of Precedence. In the event of any conflict between the terms of this Agreement and the specific terms set forth in Schedule B-1 (Portal Schedule) for User, the terms in Schedule B-1 shall control with respect to the specific matters addressed therein. For all matters not specifically addressed in Schedule B-1, this Agreement and the incorporated Terms of Service shall govern and control.

(d) Amendment Rights. BirdDog may unilaterally amend this Agreement (including all Schedules) upon sixty (60) days' prior written notice to User, provided that such amendments do not: (i) materially increase User's financial obligations beyond the compensation adjustment mechanisms in Schedule B; (ii) reduce the Term below the then-remaining period; (iii) materially diminish User's core service entitlements as set forth in Schedule A; or (iv) alter dispute resolution procedures in Section 13. Material changes to the foregoing protected terms require mutual written agreement of both Parties. User's continued use of the Services after the effective date of any amendment constitutes acceptance thereof. If User objects to any amendment, User may terminate this Agreement without penalty upon thirty (30) days' written notice.

(e) Severability. If any provision is invalid, the remainder remains enforceable. Waivers must be explicit and in writing.

(f) Waiver. No waiver of any breach shall constitute a waiver of any subsequent breach.

(g) Assignment. User may not assign this Agreement without BirdDog's prior written consent. BirdDog may assign to an affiliate or in connection with a merger, sale, or similar transaction without restriction or notice to User.

(h) Force Majeure. Neither Party shall be liable for delays caused by events beyond its reasonable control, including acts of God, floods, fires, or governmental actions, excluding payment obligations.

(i) Notices. Notices must be in writing and delivered by hand, reputable overnight courier, or email with explicit acknowledgement from the recipient. Notices are effective upon receipt.

(j) Independent Contractors. The Parties are independent contractors; nothing herein creates a partnership, joint venture, or employment relationship. Except as expressly authorized, neither Party may bind the other.

(k) **Third-Party Beneficiaries.** No third party shall have rights under this Agreement except as expressly provided.

(l) **Electronic Signatures.** This Agreement may be executed electronically and shall have the same force as originals. This Agreement may be executed in counterparts, each an original.

(m) **No Legal/Tax Advice.** BirdDog is not providing legal, tax, or accounting advice. User should consult qualified professionals for such matters.

(n) **Compliance with Law; Permits.** BirdDog will coordinate permitting as needed; User will execute and pay associated government fees unless included in Project Costs. Each Party will comply with applicable laws relevant to its obligations.

(o) **Sale or Transfer by User.** If User sells or transfers a Property, User will use good-faith efforts to require the transferee to recognize this Agreement for in-flight projects and booked experiences or, failing that, compensate BirdDog for (i) approved, unreimbursed Project Costs plus the agreed Project Fee to date, and (ii) Success Fees owed on realized or contracted Net Benefit through closing, with reasonable evidence.

(p) **Risk; Waivers; Safety (Hunt/Guest Activities).** The Parties acknowledge that hunting and similar outdoor activities entail inherent risks of bodily injury and property damage. For any guest activities, BirdDog will ensure executed guest waivers/releases are obtained in a form reasonably acceptable to User and ensure such execution occurs prior to participation, and User will provide and enforce safety protocols. BirdDog personnel and Operators will sign User's applicable on-site waivers and attend safety briefings.

## **15. MODULAR SERVICE FRAMEWORK**

(a) **Layer Structure:** BirdDog provides services through a three-layer framework:

- **Layer 1:** This MSA governs all Users and establishes universal terms
- **Layer 2:** Listing agreements where BirdDog provides platform services (references Schedule I)
- **Layer 3:** Direct agreements between Users where BirdDog facilitates only

(b) **Layer 2 Agreements:** Incorporate this MSA and Schedule I by reference, with service-specific schedules and variable terms as applicable.

(c) **Layer 3 Agreements:** Incorporate applicable MSA provisions by reference (indemnification, liability, dispute resolution, general provisions).

BirdDog's role varies by service layer: (i) for listing and platform services (Layer 2), BirdDog acts as service provider and may serve as agent or fiduciary as expressly stated in Schedule A; (ii) for direct agreements between Users (Layer 3), BirdDog acts solely as technology facilitator

and payment processor, and shall not be deemed a broker, agent, or fiduciary between the contracting parties."

**ACCEPTANCE. This Agreement is accepted electronically. By clicking “I Accept,” “I Agree,” or a similar button or checkbox, User accepts this Agreement on the Effective Date without the need for wet ink signatures or a signature page.**

#### **SCHEDULE A: SERVICES BY USER TYPE**

1. LANDOWNER SERVICES. BirdDog shall provide comprehensive land management and optimization services to Landowners, including:

(a) Agricultural Management. Land optimization, lease facilitation, grazing coordination, and property planning services.

(b) Experience Services. Hunt hosting and outdoor experiences (whitetail, upland, waterfowl, exotics where lawful), lodging coordination, guest management systems.

(c) Leasing and Licensing. Negotiation of hunting, grazing, right-of-way, utilities, telecom, access, wind/solar evaluation leases and licenses.

(d) Conservation and Habitat. MLDP programs, watershed and pond design, food plots, invasive species control, tree and shrub plantings, habitat enhancement projects.

(e) Grant and Incentive Programs. Sourcing, application, and administration of grants and incentives, carbon and eco-credit readiness and enrollment, MRV coordination.

(f) Residual Fertility Services. Residual fertility assessments and Section 180 workflows per Schedule C.

(g) Operator Management. Sourcing, vetting, onboarding, and oversight of Operators; Landowner approval within fifteen (15) days (deemed if no response).

(h) Reporting and Analytics. Reporting dashboards, KPI tracking, budgeting, annual portfolio planning.

(i) Payment Processing. Process all Property-related payments and distribute revenue per Schedule B.

(j) Agricultural Land Lease Agreements. Facilitate execution of Agricultural Land Lease Agreements between Landowner and Operators, which agreements shall incorporate this MSA and Schedule H by reference and bind both parties to the applicable MSA terms.

(k) Data and Approvals. Landowner provides property data, ensures safety/compliance, grants access; written approval required for commitments exceeding the thresholds established in this Schedule B-1 with deemed approval after fifteen (15) business days.

2. OPERATOR SERVICES. BirdDog shall provide agricultural operation services to Operators, including:

(a) Platform Access. Search and filter available Locations with detailed property information, soil data, and lease terms.

(b) Bidding and Contracting. Submit competitive proposals for cash rent and crop share leases, contract execution support.

(c) Payment Processing. Facilitate lease payments, crop share settlements, expense management, and reporting.

(d) Performance Standards. Maintain professional service delivery standards and comply with applicable regulations.

(e) Insurance Requirements. Maintain commercially reasonable general liability insurance. BirdDog may require additional insured status and minimum coverage amounts based on service scope and risk profile. For agricultural leases, specific insurance requirements (including additional insured status for Owner and BirdDog) are documented in the applicable Agricultural Land Lease Agreement.

(f) Property Management. Return Locations in good condition upon lease termination, field preparation, personal property removal.

3. HUNTER SERVICES. BirdDog shall enable comprehensive hunting Experience services and hunting lease access, including:

(a) Search and Booking. Filter and book Experiences through Platform with species, location, and date preferences.

(b) Experience Access. Guided and self-guided hunts for whitetail, upland birds, waterfowl, exotics (where lawful), and fishing.

(c) Compliance Requirements. Obtain proper licenses, follow seasons and bag limits, execute required waivers.

(d) Payment Processing. Handle booking deposits, final payments, and additional fees.

(e) Safety Protocols. Comply with safety briefings and report incidents to Provider and BirdDog.

4. PROVIDER SERVICES. BirdDog shall provide Experience listing and management services to Providers, including:

(a) Listing Management. Create and optimize Experience listings with descriptions, pricing, and availability.

(b) Guest Management. Handle communications, bookings, payments, and reporting.

(c) Compliance Standards. Maintain permits, safety standards, insurance, and accurate property descriptions.

(d) Experience Coordination. Manage delivery from pre-arrival through post-experience follow-up.

(e) Integration Requirements. Subject to same operational terms as Landowner services per Schedule G.

5. GENERAL USER SERVICES. Limited Platform access for informational purposes only, excluding all transactional activities.

6. LAND/RANCH MANAGER SERVICES. BirdDog shall provide comprehensive land management services to Land/Ranch Managers acting on behalf of Landowners, including:

(a) Property Management Authority. Access to all Landowner Services as specified in Section 1 above, subject to documented authorization from the underlying Landowner and any limitations specified in the Portal Schedule.

(b) Operational Controls. Ability to create and manage experience listings, coordinate with Operators, process bookings, and handle day-to-day property operations within authorized scope.

(c) Authorization Requirements. Land/Ranch Manager must provide written authorization from Landowner specifying scope of authority, payment instructions, and any limitations on decision-making authority.

(d) Payment Processing. All payments shall be processed according to Landowner instructions, with Land/Ranch Manager able to receive operational communications but not modify underlying payment arrangements without Landowner consent.

(e) Liability Framework. Land/Ranch Manager acts as agent of Landowner and shall indemnify BirdDog for any claims arising from actions taken beyond the scope of documented authority.

## **SCHEDULE B: COMPENSATION**

User shall pay BirdDog the fees specified in Schedule B, which may vary by User Type and service module as set forth below. All compensation is subject to the terms and procedures in Section 5 of this Agreement and the specific rates and terms established via the BirdDog Portal Schedule (Schedule B-1). In the event of any conflict between this Schedule B and the specific terms established in Schedule B-1 (Portal Schedule) for User, Schedule B-1 shall control with respect to compensation rates, payment schedules, and property-specific terms.

1. **PORTAL SCHEDULE INTEGRATION.** User's specific compensation rates, payment schedules, economic terms, and property information shall be established through the BirdDog Portal Schedule system during Account setup or modification. The Portal Schedule becomes Schedule B-1 to this Agreement and is incorporated herein by reference. User acknowledges that completion of the Portal Schedule is required for Service activation and that the terms therein govern User's specific fee obligations and property data requirements. Property information must include: Property name, location (county/state), acreage, current uses, key contacts, and any pre-existing agreements affecting Land Services. User must upload any active agreements that temporarily limit exclusivity until expiration. User is responsible for keeping both compensation and property information current and accurate through the portal system.

2. **COMPENSATION CATEGORIES.** BirdDog's standard compensation structure includes the following fee types, but is subject to the Portal Schedule and Schedule B-1 in all respects:

(a) **Platform Transaction Fees:** Fees for facilitating bookings, listings, and transactions through the Platform, including the standard fees of (i) 20% of gross revenue from individual packaged hunts for Landowners/Providers; (ii) 10% from Landowner on long-term leases for Landowners; and (iii) other transaction-based fees as specified in Schedule B-1.

(b) **Success Fees for Land Optimization:** Twenty percent (20%) of Net Benefit (as defined in Section 1(m)) realized by User through BirdDog's land optimization services, calculated and payable as set forth in Section 5.

(c) **Project Management Fees:** Cost plus 10% on projects where BirdDog acts as general contractor or project manager, subject to the procedures in Schedule E and as further detailed in Section 5.

(d) **Residual Fertility Assessment Fees:** Fees for residual fertility analyses as specified in Schedule C, paid separately from other compensation categories.

(e) **Special Service Fees:** Additional fees for specialized services or custom arrangements as may be agreed between the Parties and documented in Schedule B-1.

3. **PROPERTY DATA MANAGEMENT.** All property information and related agreements shall be managed through the Portal Schedule system as follows:

(a) Property Listing Requirements: Landowners must enter complete property information through the portal, including Property name, location (county/state), acreage, current uses, key contacts, and any pre-existing agreements affecting Land Services. User is responsible for ensuring all property data is accurate and current.

(b) Pre-Existing Contract Upload: User must upload any active agreements that temporarily limit exclusivity until expiration. Such agreements constitute exclusivity carve-outs and shall be clearly identified in the portal system.

(c) Data Maintenance Responsibility: User acknowledges responsibility for maintaining current and accurate property information through the portal system. Changes to property status, ownership, or restrictions must be updated promptly to ensure proper compensation tracking and service delivery.

(d) Integration with Compensation: Property data entered through the portal directly affects compensation calculations and service eligibility. BirdDog will rely on portal-entered information for determining applicable Success Fees, Project Management scope, and transaction processing.

(e) Exclusivity Procedures: Pre-existing agreements uploaded to the portal remain in effect until expiration or termination, after which full exclusivity provisions in Section 2(b) apply to such properties.

(f) Approval Thresholds: User shall establish project approval thresholds through the Portal Schedule system. BirdDog must obtain User's written approval for: (i) any project estimated to exceed User's designated threshold amount; (ii) any single change order exceeding User's specified change order limit or cumulative changes exceeding User's designated percentage of the original estimate; and (iii) agreements with terms longer than User's specified duration limit. These thresholds may be adjusted by User through the portal system with immediate effect upon update.

(g) Layer-Specific Fee Applications:

- Layer 2 (Listing Services): All fees in subsections (a)-(e) apply as BirdDog acts as service provider
- Layer 3 (Facilitated Direct Agreements): Only payment processing and administrative fees apply as BirdDog acts as facilitator only
- Variable Rate Flexibility: Layer 2 listing agreements may specify alternative percentage rates with complete flexibility through Schedule B-1

4. USER TYPE FRAMEWORK. Compensation varies by User Type as follows:

(a) Landowner Compensation: Landowners pay Platform Transaction Fees on bookings and leases, Success Fees on optimization services, Project Management Fees on applicable projects, and optional Residual Fertility Assessment Fees.

(b) Land/Ranch Manager Arrangements: Land/Ranch Managers follow the same compensation structure as Landowners, with all payments processed according to the underlying Landowner's instructions as specified in the Portal Schedule.

(c) Operator Fee Arrangements: Operators pay their portion of Platform Transaction Fees on leases and may be subject to special arrangements for Farming Services as detailed in Schedule A.

(d) Hunter/Provider Transaction Fees: Hunters pay applicable booking fees, while Providers pay Platform Transaction Fees similar to Landowners for Experience listings.

(e) General User Limitations: General Users accessing the Platform for informational purposes are not subject to transaction-based fees but may incur charges for premium services if elected.

(f) Layer 2 vs. Layer 3 Fee Structure: (1) Layer 2 (Listing Services): BirdDog acts as service provider; fees as specified in subsections (a)-(e) above. (2) Layer 3 (Facilitated Direct Agreements): BirdDog acts as facilitator/payment processor only; fees limited to payment processing and administrative costs as specified in individual agreements

## 5. PAYMENT TERMS AND PROCEDURES.

(a) Payment Methods: User shall pay fees within fifteen (15) days via ACH, credit card, or other approved method as specified in Section 5, with specific payment procedures detailed in Schedule B-1.

(b) Late Payment Provisions: Late payments accrue interest at 1.5% per month or the maximum lawful rate, whichever is lower. BirdDog may suspend Services for accounts more than thirty (30) days overdue and may require advance payment or alternative payment security for Users with a history of late payments.

(c) Dispute Resolution: Fee disputes must be raised in writing within thirty (30) days of invoice with reasonable detail. Undisputed amounts remain payable during dispute resolution. Disputes regarding Net Benefit calculations follow the procedures in Schedule E.

6. AUDIT AND RECORD-KEEPING. Each Party shall maintain reasonably detailed books and records sufficient to verify compensation calculations. Either Party may audit such records no more than twice per calendar year upon ten (10) business days' notice during normal business hours, using a mutually agreeable independent auditor, subject to confidentiality obligations in Section 12.

7. TAX RESPONSIBILITIES. Each Party is responsible for its own income and similar taxes. BirdDog may collect and remit transaction taxes where required and will provide reasonable reporting to User. For marketplace transactions processed through the Platform, BirdDog may collect and remit taxes on behalf of Users as required by applicable laws and will handle tax

compliance for payment processing activities. User is responsible for all applicable taxes on fees paid to BirdDog unless otherwise required by law.

8. AMENDMENTS. BirdDog may amend the compensation terms in Schedule B-1 upon thirty (30) days' written notice to User, with adjustable rates per User account via Portal Schedule. Material changes to the compensation structure in this Schedule B require mutual written agreement of the Parties.

## **Schedule B1 – Portal Schedule (Property-Level Onboarding)**

**IMPORTANT: PROPERTY-LEVEL ONBOARDING IS MAINTAINED IN THE PLATFORM.**

This Schedule B-1 (Portal Schedule) is completed and maintained electronically through the Platform and is incorporated into this Agreement by reference. All property details, contacts, approval thresholds, and any uploaded pre-existing agreements are maintained on the property cards and related onboarding fields tied to your Account (collectively, “Property Cards”).

No fillable fields in a paper schedule are required. BirdDog will rely on the Property Cards as the authoritative source for the following information for each Property, as applicable:

- Property name and identifiers (including county/state and any map references or uploaded legal description)
- Acreage and current uses
- Owner and authorized manager contacts
- Pre-existing written agreements that limit exclusivity (uploaded to the applicable Property Card)
- Approval thresholds (including project approval threshold, change order limits, and maximum agreement duration limits)
- Any special provisions or constraints you apply at the Property level

**LEASE-SPECIFIC TERMS:** Individual Agricultural Land Lease Agreements between Landowner and Operator contain their own economic terms (rent, crop share, payment schedules, expense allocation, insurance requirements, and property descriptions) and do not require updates to this Schedule B-1. Each Lease Agreement incorporates this Agreement by reference.

**PRECEDENCE:** The property-level terms captured in the Property Cards control over conflicting provisions in this Agreement, but only for the specific matters addressed in the Property Cards. All other terms remain governed by this Agreement and the Policies.

**UPDATES:** You agree to keep Property Card information accurate and current. Updates made through the Platform are effective when saved to the applicable Property Card.

## **SCHEDULE C: RESIDUAL FERTILITY ASSESSMENT**

The Residual Fertility Assessment is a comprehensive report quantifying the asset value of User’s land’s residual fertility, intended solely to help User understand potential deduction value. This fee pertains exclusively to the analysis and preparation of the Residual Fertility Assessment and is not contingent upon the decision to file a deduction or the manner in which the report is ultimately used.

Residual Fertility Assessment services are governed by a separate Residual Fertility Assessment Agreement (attached below) executed pursuant to this Master Services Agreement. Users

electing to engage BirdDog for Residual Fertility Assessment services shall execute the separate Residual Fertility Assessment Agreement, which incorporates by reference the indemnification, limitation of liability, confidentiality, dispute resolution, and general provisions of this Master Services Agreement.

## **SCHEDULE D: PROJECT PROCEDURES AND FEES**

1. **DEFINITIONS AND PROJECT SCOPE.** For purposes of this Schedule E, “Project” means any land improvement project where BirdDog acts as general contractor or project manager pursuant to Section 5 of the Agreement. “Actual, Documented Project Costs” means all verifiable costs incurred by BirdDog in connection with a Project, including labor, materials, equipment, permits, insurance, transportation, and other direct costs. BirdDog shall have full project management authority within approved budgets, including the right to make operational decisions, coordinate activities, and manage all aspects of Project execution.

2. **PROCUREMENT AND VENDOR SELECTION.** BirdDog will solicit competitive quotes where commercially reasonable and present a recommended award. User may require a specified number of bids for projects above the Approval Threshold established in Schedule B-1. BirdDog has sole authority in vendor selection and award decisions, including the right to negotiate terms, establish vendor qualification standards, and make final selections based on price, quality, schedule, and contractor qualifications. For emergency situations or sole-source procurements, BirdDog may proceed without competitive bidding upon notification to User. User shall approve or reject BirdDog’s vendor recommendations within ten (10) business days of submission; failure to respond shall constitute deemed approval of BirdDog’s recommendation.

3. **PROJECT COSTS AND FEE STRUCTURE.** User reimburses Actual, Documented Project Costs plus ten percent (10%) as BirdDog’s project management fee. Actual, Documented Project Costs include all reasonable expenses incurred by BirdDog, including: (a) labor costs for BirdDog personnel and subcontractors; (b) materials, equipment, and supplies; (c) permits, licenses, and regulatory fees; (d) required insurance premiums allocable to the Project; (e) transportation, mobilization, and demobilization costs; (f) utility costs directly attributable to the Project; and (g) other direct costs reasonably necessary for Project completion. BirdDog’s 10% fee is calculated on total Project Costs and is payable upon completion of each phase or monthly as work progresses. BirdDog may advance costs with guaranteed reimbursement regardless of Project completion status. Cost escalations due to market conditions, regulatory changes, or unforeseen circumstances shall be passed through to User without affecting BirdDog’s fee percentage. User shall provide all necessary documentation and cooperation to verify Project Costs and facilitate timely reimbursement.

4. **CHANGE ORDER PROCEDURES.** Material scope or price changes require written change orders approved by User prior to execution (email sufficing). BirdDog shall submit change order requests including: (a) detailed description of the proposed change; (b) reason for the change; (c) cost impact and fee calculation; (d) schedule impact; and (e) consequences of not implementing the change. User shall approve or reject change orders within five (5) business days of receipt; failure to respond within such period shall constitute deemed approval. For urgent changes affecting safety, property protection, or regulatory compliance,

BirdDog may proceed immediately with subsequent change order documentation. All authorized work, whether under the original scope or change orders, creates binding payment obligations for User regardless of final Project completion status. BirdDog's 10% fee applies to all change order work and cost adjustments.

5. REPORTING AND DOCUMENTATION. BirdDog will maintain a detailed cost ledger for each Project, provide monthly progress reports including work completed, budget status, schedule updates, and issue identification, and deliver comprehensive close-out documentation including final cost accounting, as-built summaries, warranties, lien waivers, and permit transfers.

6. PROJECT SCHEDULE AND MILESTONES. BirdDog shall establish Project schedules with key milestones subject to User approval. User-caused delays, including failure to provide approvals, access, or required information within specified timeframes, shall result in schedule adjustments and additional costs payable by User. BirdDog may adjust schedules for weather, regulatory changes, or other factors beyond BirdDog's control without penalty.

7. PAYMENT TERMS AND PROCEDURES. User shall pay all Project Costs and fees within fifteen (15) days of invoice receipt, consistent with Section 5 payment terms. Late payments accrue interest at 1.5% per month. For payment defaults exceeding thirty (30) days, BirdDog may suspend work and accelerate all future fees under existing commitments.

8. USER COOPERATION REQUIREMENTS. User shall provide reasonable site access, respond to BirdDog requests within specified timeframes, provide required documentation and approvals, and coordinate any User-provided materials or services. User delays or failure to cooperate may result in additional costs, schedule extensions, and delay penalties payable to BirdDog.

9. RISK ALLOCATION AND INSURANCE. User assumes all Project risks except those arising from BirdDog's gross negligence or willful misconduct. User shall maintain appropriate insurance coverage and may be required to provide additional Project-specific insurance as determined by BirdDog.

10. DEFAULT AND TERMINATION. Material User breaches, including payment defaults, approval delays, or failure to provide site access, allow BirdDog immediate termination rights without cure period. Upon termination, all unpaid Project Costs and fees become immediately due. BirdDog may pursue all available remedies, including collection costs, attorneys' fees, and damages for interrupted work.

## **SCHEDULE E: NET BENEFIT MEASUREMENT & REPORTING RULES**

### **1. BASELINE ESTABLISHMENT.**

(a) Savings Baseline. For cost savings, the baseline equals the documented rate or spend in effect immediately prior to BirdDog's intervention, as determined by BirdDog based on User's records, industry standards, or other reasonable methodologies. Where historical data is incomplete or unavailable, BirdDog may establish baselines using comparable market rates, industry benchmarks, or other professionally reasonable methods.

(b) Revenue Baseline. For revenue generation, the baseline is zero unless User demonstrates an existing revenue stream directly comparable to BirdDog's services, in which case only incremental uplift attributable to BirdDog's efforts is counted toward Net Benefit.

(c) BirdDog Determinations. BirdDog's baseline determinations shall be presumptively correct and binding unless User provides clear and convincing evidence of error within thirty (30) days of BirdDog's baseline notification.

### **2. NET BENEFIT RECOGNITION TIMING.**

(a) Revenue Recognition. Net Benefit from new revenue is recognized when cash is actually received by User, payment is credited to User's account, or User receives equivalent value (including in-kind consideration at fair market value as determined by BirdDog).

(b) Savings Recognition. Net Benefit from cost savings is recognized when cash expense is avoided, credited, or when User receives contractual commitments for reduced rates, as determined by BirdDog.

(c) Multi-Year Agreements. For multi-year deals, Net Benefit recognition follows actual cash receipts or savings realization, with BirdDog entitled to fees upon each payment received or cost reduction achieved.

(d) Interim Recognition. BirdDog may recognize estimated Net Benefit for signed agreements pending full performance, with true-up adjustments as payments are received.

### **3. DOCUMENTATION AND EVIDENCE STANDARDS.**

(a) BirdDog Documentation. BirdDog's benefits statement will include counterparty agreements, invoices, bank receipts, or other third-party documentation sufficient to substantiate Net Benefit, as determined by BirdDog in its reasonable discretion.

(b) User Cooperation. User shall provide BirdDog with complete access to financial records, statements, and other documentation necessary to verify Net Benefit, including authorization for BirdDog to contact User's financial institutions and counterparties directly.

(c) Documentation Standards. BirdDog's calculations and methodologies shall be deemed accurate and binding unless User provides contradictory documentation meeting professional accounting standards within the timeframes specified in this Schedule F.

#### 4. MEASUREMENT PROCEDURES.

(a) BirdDog Authority. BirdDog shall have primary authority to determine and calculate Net Benefit amounts using professionally reasonable methodologies consistent with industry standards.

(b) Periodic Statements. BirdDog will provide User with benefits statements monthly or quarterly as determined by BirdDog, with User having thirty (30) days to dispute specific calculations with detailed supporting documentation.

(c) Estimation Rights. Where exact amounts are not immediately determinable, BirdDog may use reasonable estimates based on available information, with adjustments made as actual amounts become known.

#### 5. DISPUTE RESOLUTION PROCEDURES.

(a) Initial Dispute Period. If the Parties cannot agree on Net Benefit calculations within thirty (30) days of User's receipt of BirdDog's benefits statement, either Party may escalate to binding determination as set forth below.

(b) Expert Determination. Disputes shall be resolved by a neutral certified public accountant or qualified consultant selected by mutual agreement, or if no agreement within ten (10) days, selected by BirdDog from a list of three qualified professionals. The expert's determination shall be binding and limited to calculation methodology and mathematical accuracy.

(c) Burden of Proof. User bears the burden of proving any claimed errors in BirdDog's calculations by clear and convincing evidence. BirdDog's methodologies and assumptions shall be presumed correct.

(d) Costs and Fees. The losing Party shall pay all costs of dispute resolution, including the expert's fees and the prevailing Party's reasonable attorneys' fees.

#### 6. INTERIM PAYMENTS AND CASH FLOW PROTECTION.

(a) Estimated Payments. BirdDog may invoice for Success Fees based on reasonable estimates of Net Benefit from signed agreements or committed savings, with final reconciliation upon actual realization.

(b) Minimum Recognition. Once User receives any portion of estimated benefits, the full estimated amount becomes payable to BirdDog unless User demonstrates with clear documentation that reduced benefits resulted from factors outside BirdDog's control.

(c) Payment Security. For material projects or multi-year agreements, User may be required to provide payment assurance satisfactory to BirdDog, including letters of credit or escrow arrangements.

## 7. MARKET CONDITION ADJUSTMENTS AND PROTECTIVE PROVISIONS.

(a) Market Changes. Net Benefit calculations shall not be reduced due to general market conditions, economic downturns, or changes in User's business circumstances occurring after BirdDog's intervention, unless such changes directly result from BirdDog's actions or omissions.

(b) Force Majeure Protection. BirdDog's fee obligations shall not be reduced due to delays or non-performance by User or third parties resulting from force majeure events, regulatory changes, or other circumstances beyond BirdDog's reasonable control.

(c) Attribution Standards. Where multiple factors contribute to User's benefits, BirdDog shall receive credit for the full benefit unless User demonstrates by clear and convincing evidence that specific portions are attributable to the calculation methodology.

## **SCHEDULE G: HUNTING & OUTDOOR ADDENDUM (OPERATIONAL RULES)**

1. Listings, Leases & Bookings. User will create and manage experience listings using BirdDog's platform and tools, and BirdDog will manage guest communications and may prepare and administer hunting leases where elected by User. User will supply accurate descriptions, availability, and pricing and warrants that all property descriptions are materially accurate and that the Property is in suitable condition for the activities listed. User is liable for any misrepresentations or material omissions in listing information. BirdDog may procure professional photography where helpful. User agrees to BirdDog's standard cancellation and modification policies, which favor operational continuity and fee protection.
2. Payments. Guests pay through BirdDog's system, which calculations and fee determinations are presumptively correct. BirdDog remits amounts due to User net of the Success Fee (Section 5) and any agreed pass-throughs or refunds, within fifteen (15) days of completion of the event or receipt of funds, whichever is earlier. User may not dispute BirdDog's fee calculations without clear and convincing documentation of mathematical error provided within thirty (30) days. During any payment dispute, undisputed amounts remain payable. BirdDog may suspend services and accelerate future fees for any payment default exceeding thirty (30) days.
3. Safety & Waivers. User shall provide and enforce comprehensive safety briefings and protocols and is solely responsible for on-site safety conditions and guest supervision. BirdDog will ensure all guests (and participating personnel, as applicable) execute the required waivers/releases on User's and BirdDog's forms prior to participation. User shall indemnify BirdDog against all guest claims, injuries, or damages occurring on the Property, regardless of cause. User's failure to enforce safety protocols or obtain executed waivers constitutes a material breach allowing immediate service termination.
4. On-Site Support. At User's request, BirdDog may provide hospitality and concierge personnel to supplement User's team. Such personnel shall not provide outfitter/guide judgments (e.g., animal size/category determinations), hunting instruction, or safety supervision and shall act solely within the agreed hospitality scope. BirdDog personnel are not responsible for guest safety, property conditions, or hunting outcomes. User shall indemnify BirdDog for any claims arising from support personnel activities and agrees that such personnel act as independent contractors, not BirdDog employees, while on User's Property.
5. Non-Circumvention. User will not directly rebook guests or accept referrals in a manner that circumvents BirdDog's platform and services (see Section 6). Violations result in liquidated damages equal to twenty percent (20%) of the circumvented transaction value plus BirdDog's Success Fee that would have been earned. BirdDog may monitor User's booking activities and require disclosure of direct guest contacts. Material circumvention

breaches allow immediate termination with acceleration of all future fees under existing guest commitments.

6. **Records & Audit.** User will maintain detailed books and records of guest counts, animals harvested (as applicable), add-on charges, and all revenue related to hunting activities and will provide sufficient detail for BirdDog's Net Benefit calculations. User shall provide BirdDog complete access to all relevant records during normal business hours upon forty-eight (48) hours' notice. User shall pay BirdDog's reasonable costs for audits that reveal underreported revenue exceeding five percent (5%). Failure to maintain adequate records or provide audit cooperation may result in estimated fee assessments presumed in BirdDog's favor and service termination rights.

7. **Guest Conduct and Property Compliance.** User shall manage and control all guest behavior on the Property and is solely responsible for ensuring guests comply with all applicable hunting regulations, bag limits, and safety requirements. User warrants that the Property meets all environmental, safety, and regulatory standards for the listed activities and shall maintain all necessary permits, licenses, and approvals. User shall immediately notify BirdDog of any regulatory violations, environmental issues, or property conditions that could affect guest safety or hunting activities. Failure to maintain compliance standards or manage guest conduct constitutes grounds for immediate listing suspension and User liability for any resulting damages or regulatory penalties.

8. **Cancellation and Force Majeure.** User may cancel confirmed bookings subject to BirdDog's cancellation policy as follows: (i) cancellations made sixty (60) or more days prior to the Experience date may be transferred to another date or hunt at the same Location with BirdDog's consent (not to be unreasonably withheld); (ii) cancellations made less than sixty (60) days prior to the Experience date result in forfeited payment with no refund or transfer available. BirdDog's Success Fees remain fully payable regardless of weather conditions, regulatory changes, or other force majeure events that prevent or limit hunting activities is responsible managing guest expectations regarding the policy and shall indemnify BirdDog for any guest claims or refund demands arising from force majeure events or cancellations.

9. **Insurance and Risk Allocation.** User shall maintain appropriate general liability insurance for hunting and outdoor activities. Coverage amounts and additional insured requirements will be determined based on property risk assessment and activities offered. Insurance documentation may be required prior to listing activation for higher-risk activities. User assumes all risk of loss or damage to the Property and guests, and waives all claims against BirdDog except those arising from BirdDog's gross negligence or willful misconduct. User's insurance shall be primary and non-contributory to any coverage maintained by BirdDog.

10. Default and Enforcement. Material breaches of this Schedule G, including safety violations, insurance lapses, circumvention activities, or payment defaults, allow BirdDog immediate termination rights without notice or cure period. Upon termination, all unpaid Success Fees under existing bookings become immediately due and payable. BirdDog may monitor User's compliance post-termination to ensure no circumvention occurs and may require User cooperation in transitioning confirmed guests to alternative properties. User shall pay BirdDog's reasonable attorneys' fees and costs incurred in enforcing this Schedule G. BirdDog's remedies are cumulative and may be exercised concurrently, including injunctive relief, damages, and fee acceleration.

**SCHEDULE H**  
**AGRICULTURAL LAND LEASE AGREEMENT SPECIFIC PROVISIONS**

**SECTION 1: OPERATIONAL AUTHORITIES & RESTRICTIONS**

**1.1 Land/Ranch Manager Authority.** Where the applicable Agricultural Land Lease Agreement (the “*Lease*”) is executed by a Land/Ranch Manager (as defined in the MSA) on behalf of a Landowner, such manager represents and warrants that:

- a) They have obtained proper written authorization from the underlying property owner as required by MSA Section 4(d) and Section 9(b)(v);
- b) Such authorization specifically includes authority to execute agricultural leases and bind the property owner to the terms hereof;
- c) They will provide a copy of such written authorization to BirdDog upon request, which BirdDog may request at any time during the Term for verification purposes;
- d) All payments will be processed according to the property owner’s instructions as documented in Schedule B1.

**1.2 Operator Authorization.** Where the Lease is executed by any party acting on behalf of an Operator entity or property owner, such party represents and warrants they have obtained proper written consent from the principal as required by MSA Section 4(d).

**1.3 Regulatory Compliance Acknowledgment.** Landowner warrants that the Property is suitable for the intended agricultural use and complies with all applicable federal, state, and local regulations, including conservation compliance requirements for USDA benefits. Operator acknowledges responsibility for compliance with all applicable agricultural regulations during the lease term.

**1.4 Property and Economic Terms.** The specific property description, acreage breakdown, lease term, rent amounts, payment schedules, expense allocations, party duties, insurance requirements, and approval thresholds for the Lease are set forth in Schedule B1 (Portal Schedule) to the MSA.

**1.5 Permitted Uses.** The Property shall be used exclusively for agricultural purposes, including but not limited to:

- a) Cropland Operations: Production of row crops, small grains, hay, and other agricultural commodities;
- b) Pasture Operations: Grazing of livestock and forage production;
- c) Conservation Practices: Implementation of USDA conservation programs and practices;
- d) Other Agricultural Uses as specified in Schedule B1.

**1.6 Farming Services and Operations.** Operator may provide any or all of the following farming services as appropriate for the Property and agreed crop plan:

- a) Land Preparation: Plowing/tilling, disking, harrowing, land clearing;

- b) Planting Operations: Seed sourcing, planting, transplanting;
- c) Crop Management: Irrigation, fertilization, weed control;
- d) Harvest Operations: Harvesting, threshing and winnowing;
- e) Post-Harvest: Crop storage and drying, grading and sorting, packaging;
- f) Ongoing Maintenance: Drainage management, field monitoring, irrigation system maintenance;
- g) Conservation Practices: Crop rotation planning, erosion control, water conservation.

**1.7 Crop Plan and Restrictions.** The intended crops, rotation requirements, organic/sustainable standards, and special requirements for the Property are as specified by the parties and documented through the Platform or as mutually agreed in writing.

**1.8 Prohibited Activities.** Operator shall not, without Landowner's prior written consent:

- a) Sublease or assign any portion of the Property to third parties;
- b) Make permanent improvements or structural changes to the Property;
- c) Store, use, or dispose of hazardous materials except as necessary for normal agricultural operations and in compliance with applicable law;
- d) Grant hunting or recreational access rights to third parties (Landowner retains all hunting and recreational rights).

## **SECTION 2: DEFAULT AND TERMINATION**

**2.1 MSA Default Provisions.** The default and termination provisions set forth in MSA Section 8 apply to the Lease. The following provisions address default events and procedures specific to agricultural lease operations.

**2.2 Events of Default.** The following shall constitute events of default under the Lease:

- a) Payment Default: Failure by Operator to make any payment when due, including rent payments, BirdDog fees, or other monetary obligations hereunder;
- b) Performance Default: Failure by either party to perform any material covenant or obligation under the Lease;
- c) Insurance Default: Failure by Operator to maintain required insurance coverage or provide certificates of insurance as required by Schedule B1;
- d) Abandonment: Operator's vacation or abandonment of the Property during the Term;
- e) Insolvency: If Operator becomes insolvent, makes an assignment for the benefit of creditors, or has the leasehold interest taken on execution.

**2.3 Notice and Cure Period.** Upon the occurrence of an event of default, the non-defaulting party shall serve written notice of default upon the defaulting party. The defaulting party shall have five (5) days from receipt of such notice to cure the default, except that

- a) Payment Defaults: May be cured within five (5) days of notice;

- b) **Material Breaches:** May require up to thirty (30) days to cure if the breach cannot reasonably be cured within five (5) days and the defaulting party commences cure within the five-day period;
- c) **BirdDog Platform Defaults:** Material User breaches affecting BirdDog's platform services allow BirdDog immediate termination rights without cure period.

**2.4 Termination Rights.** Upon expiration of the applicable cure period without cure of the default:

- a) **Lease Termination:** The non-defaulting party may terminate the Lease immediately;
- b) **Right of Re-Entry:** Landowner may immediately enter and take possession of the Property without such re-entry working a forfeiture of unpaid rents and covenants;
- c) **BirdDog Service Termination:** BirdDog may immediately terminate platform services and payment processing.

**2.5 Remedies Upon Default.** In addition to termination rights, the non-defaulting party may pursue the following remedies:

- a) **Monetary Damages:** All unpaid amounts become immediately due, including future rent obligations, BirdDog fees, and collection costs;
- b) **Interest and Fees:** Unpaid amounts shall bear interest at five percent (5%) per annum, plus reasonable attorneys' fees and collection costs;
- c) **Reletting Rights:** Landowner may relet the Property and charge Operator for any deficiency in rent, plus reasonable expenses to put the Property in tenantable condition;
- d) **Specific Performance:** Any party may seek specific performance of the other party's obligations under the Lease.

**2.6 Natural Expiration.** Upon natural expiration of the Term, the Lease shall terminate automatically without need for notice. Operator shall yield possession of the Property to Landowner in good condition, reasonable wear and tear excepted.

**2.7 Early Termination by Mutual Consent.** The parties may terminate the Lease early by mutual written consent, subject to:

- a) **Payment of Accrued Obligations:** All unpaid rent, fees, and other obligations through the termination date;
- b) **BirdDog Fee Adjustment:** Pro-rated adjustment of BirdDog's annual fees based on the actual lease term;
- c) **Property Restoration:** Operator's obligation to restore the Property to its original condition, reasonable wear and tear excepted.

**2.8 Lease Cancellation Policy and Procedures.** The parties acknowledge that agricultural land leases differ from single-event experiences and require cancellation provisions appropriate for crop cycles and multi-year commitments:

- a) Pre-Commencement Cancellation: Either party may cancel the Lease prior to the Commencement Date as follows:
  - i. Cancellation sixty (60) or more days before Commencement Date: Full refund of any deposits or payments made, less BirdDog's reasonable administrative costs (not to exceed 5% of total lease value);
  - ii. Cancellation less than sixty (60) days before Commencement Date: Operator forfeits any deposits paid; Landowner may retain deposit as liquidated damages;
- b) Mid-Term Cancellation: Once the Term has commenced, neither party may unilaterally cancel except:
  - i. For cause under Section 5.2 (Events of Default) following the notice and cure procedures in Section 5.3;
  - ii. By mutual written agreement under Section 5.7 with appropriate compensation for crop-in-ground situations;
  - iii. For force majeure events that make performance impossible for more than ninety (90) consecutive days;
- c) Crop Cycle Protection: Any mid-term cancellation must account for crop cycles and work-in-progress:
  - i. If crops are planted but not harvested, the canceling party (absent default by the other party) shall compensate the non-canceling party for reasonable documented crop input costs and expected harvest value, as determined by neutral agricultural appraiser if parties cannot agree;
  - ii. Operator shall have reasonable access to complete harvest of planted crops unless Operator is in material breach;
- d) Renewal Period Non-Renewal: For automatic Renewal Terms, either party may provide written notice of non-renewal at least sixty (60) days prior to the end of the then-current term;
- e) BirdDog Fee Treatment: BirdDog's facilitation fees remain payable for any lease period during which the Lease was in effect, regardless of early termination. For pre-commencement cancellations under subsection (a)(i), BirdDog shall refund its facilitation fees (if already paid) less the 5% administrative cost allowance.

**2.9 Survival.** The following provisions shall survive termination of the Lease: indemnification obligations, payment obligations accrued prior to termination, confidentiality provisions, and dispute resolution procedures.

### **SECTION 3: INSURANCE AND LIABILITY**

**3.1 MSA Liability Provisions.** The liability, indemnification, and limitation of liability provisions set forth in MSA Sections 10 and 11 are incorporated herein by reference and shall apply to the Lease.

**3.2 Agricultural-Specific Indemnification.** In addition to the indemnification provisions in the MSA, the parties agree to the following agricultural-specific indemnification:

- a) Operator shall indemnify BirdDog and Landowner for claims arising from Operator's agricultural operations and use of the Property during the Term;
- b) Landowner shall indemnify BirdDog and Operator for claims arising from defects in title, pre-existing environmental conditions, or property-related risks not caused by Operator's use;
- c) BirdDog's indemnification obligations are limited as set forth in the MSA and do not extend to agricultural operations or property conditions on the Property.

**3.3 Risk Allocation.**

- a) Agricultural Risks: Operator assumes all risks associated with agricultural operations, including but not limited to crop failure, weather damage, pest infestation, and market fluctuations;
- b) Property Risks: Landowner retains responsibility for structural defects, environmental contamination, and other property-related risks not caused by Operator's negligence;
- c) Platform Risks: BirdDog's liability is limited to platform-related services and payment processing as set forth in the MSA.

**3.4 Notice of Claims.** Any party receiving notice of a claim or potential claim that may trigger indemnification obligations hereunder shall promptly notify the other parties in writing, but failure to provide such notice shall not relieve the indemnifying party of its obligations except to the extent it is materially prejudiced by such failure.

**3.5 Insurance Requirements.**

**(a) Operator's Insurance Obligations.** Operator shall obtain and maintain during the entire Term commercially reasonable general liability insurance with minimum coverage limits as specified in Schedule B1. Such policy shall:

- i. Name Landowner and BirdDog Adventures, Inc. as additional insureds;
- ii. Provide coverage for bodily injury, property damage, and personal injury arising from Operator's use of the Property;
- iii. Include completed operations coverage and products-liability coverage as applicable to agricultural operations;
- iv. Not be canceled or materially altered without thirty (30) days' prior written notice to Landowner and BirdDog.

**(b) Certificate of Insurance.** If required by BirdDog, Operator shall provide certificates of insurance evidencing the required coverage to Landowner and BirdDog:

- i. Within ten (10) days of any request by Landowner or BirdDog; and
- ii. Annually upon policy renewal.

Certificates may be attached to the Lease or uploaded to the Platform as directed by BirdDog.

**(c) Landowner's Insurance.** Landowner shall maintain property insurance on any structures, buildings, or improvements owned by Landowner on the Property. Landowner is not required to insure Operator's crops, equipment, or personal property.

**(d) Insurance as Minimum Requirement.** The insurance requirements set forth herein represent minimum requirements and shall not be construed to limit Operator's indemnification obligations under the Lease or the MSA.

#### **SECTION 4: MISCELLANEOUS PROVISIONS**

**4.1 MSA General Provisions Incorporated.** The following provisions of the MSA are incorporated by reference and apply to the Lease: governing law and jurisdiction, entire agreement, severability, force majeure, notices, electronic signatures, and compliance with law.

**4.2 Transfer of Interest.** The Lease shall be binding upon the heirs, assignees, or successors in interest of both parties. If Landowner should sell or otherwise transfer title to the Property, Landowner will do so subject to the provisions of the Lease. Any transferee of the Property shall assume all of Landowner's obligations under the Lease for the remainder of the Term.

**4.3 Sublease and Assignment.** Operator may not sublease or assign the Lease or any portion of the Property without Landowner's prior written consent, which consent may be withheld in Landowner's sole discretion. Any approved sublessee or assignee shall have the same rights and privileges as those granted to Operator, provided that such sublessee or assignee shall become liable to Landowner for the performance of all covenants and obligations of Operator under the Lease. No sublease or assignment shall relieve Operator of its obligations hereunder.

**4.4 Changes in Lease Terms.** The conduct, representation, or statement of either party, by act or omission, shall not be construed as a material alteration of the Lease until such provision is reduced to writing and executed by both parties as an addendum to the Lease. Oral modifications are not enforceable.

**4.5 Right of Entry.** Landowner reserves the right to enter the Property at any time for any reasonable purpose, including inspection of agricultural operations, assessment of property conditions, and exercise of hunting or recreational rights. Upon notice of lease termination, Operator agrees to permit Landowner or Landowner's lessee or agent to enter the Property to do customary tillage and operations on any land from which current crops have been harvested.

#### **4.6 Dispute Resolution.**

- a) BirdDog Disputes: Any disputes involving BirdDog as a party shall be resolved in accordance with the dispute resolution provisions set forth in MSA Section 13, including binding arbitration under AAA rules.

- b) Landowner-Operator Disputes: Disputes solely between Landowner and Operator that do not involve BirdDog or the Platform may be submitted by either party for arbitration at a reasonable fee by three disinterested persons, one of whom shall be selected by Landowner, one by Operator, and the third by the previously named two. If and when disputes are submitted, a majority decision of the arbitrators shall be binding upon the parties to the lease.

## **SECTION 5: NON-CIRCUMVENTION & PAYMENT PROCESSING**

**5.1 Non-Circumvention.** Landowner and Operator acknowledge BirdDog's role in facilitating the Lease and agree not to circumvent BirdDog's platform for future lease renewals, modifications, or related transactions during the Term and for twelve (12) months thereafter. Violations shall result in liquidated damages equal to twenty percent (20%) of the circumvented transaction value.

**5.2 Payment Processing.** Payment processing and platform fees are governed by the Master Services Agreement between the parties and BirdDog Adventures, Inc. All payments under the Lease shall be processed through BirdDog's platform payment system as set forth in the MSA.

## SCHEDULE H-1: RANCHING LEASE AGREEMENT SPECIFIC PROVISIONS

### SECTION 1: OPERATIONAL AUTHORITIES & RESTRICTIONS

**1.1 Land/Ranch Manager Authority.** Where the applicable Ranching Land Lease Agreement (the “*Lease*”) is executed by a Land/Ranch Manager (as defined in the MSA) on behalf of a Landowner, such manager represents and warrants that:

- a) They have obtained proper written authorization from the underlying property owner as required by MSA Section 4(d) and Section 9(b)(v);
- b) Such authorization specifically includes authority to execute ranching leases and bind the property owner to the terms hereof;
- c) They will provide a copy of such written authorization to BirdDog upon request, which BirdDog may request at any time during the Term for verification purposes;
- d) All payments will be processed according to the property owner’s instructions as documented in Schedule B1.

**1.2 Operator Authorization.** Where the Lease is executed by any party acting on behalf of an Operator entity or property owner, such party represents and warrants they have obtained proper written consent from the principal as required by MSA Section 4(d).

**1.3 Regulatory Compliance Acknowledgment.** Landowner warrants that the Property is suitable for the intended ranching use and complies with all applicable federal, state, and local regulations, including conservation compliance requirements for USDA benefits. Operator acknowledges responsibility for compliance with all applicable ranching and livestock regulations during the lease term.

**1.4 Property and Economic Terms.** The specific property description, acreage breakdown, lease term, rent amounts, payment schedules, expense allocations, party duties, insurance requirements, and approval thresholds for the Lease are set forth in Schedule B1 (Portal Schedule) to the MSA.

**1.5 Permitted Uses.** The Property shall be used exclusively for ranching and livestock operations, including but not limited to:

- a) Livestock Operations: Grazing of cattle, sheep, goats, horses, or other approved livestock species;
- b) Pasture Management: Rotational grazing, pasture improvement, reseeding, and fertilization;
- c) Livestock Handling: Operation of corrals, chutes, loading facilities, and other livestock handling infrastructure;
- d) Hay Production: Production, harvesting, and storage of hay for on-site livestock feeding;
- e) Water System Management: Maintenance and operation of stock tanks, wells, and watering systems;

- f) Fencing Operations: Installation, maintenance, and repair of perimeter and interior fencing;
- g) Other Ranching Uses as specified in Schedule B1.

1.6 Ranching Services and Operations. Operator may provide any or all of the following ranching services as appropriate for the Property and agreed livestock management plan:

- a) Pasture Preparation: Land clearing, brush management, weed control, soil testing;
- b) Livestock Management: Animal husbandry, breeding programs, health monitoring, vaccination programs;
- c) Grazing Management: Rotational grazing systems, stocking rate optimization, pasture rest periods;
- d) Infrastructure Maintenance: Fence repair and installation, water system maintenance, facility upkeep;
- e) Feed Management: Hay production, supplemental feeding programs, mineral supplementation;
- f) Record Keeping: Livestock inventory, breeding records, health records, grazing records;
- g) Conservation Practices: Erosion control, riparian area management, wildlife habitat enhancement.

1.7 Livestock Management Plan and Restrictions. The intended livestock species, stocking rates, rotation requirements, breeding programs, and special management requirements for the Property are as specified by the parties and documented through the Platform or as mutually agreed in writing.

1.8 Prohibited Activities. Operator shall not, without Landowner's prior written consent:

- a) Sublease or assign any portion of the Property to third parties;
- b) Make permanent improvements or structural changes to the Property;
- c) Store, use, or dispose of hazardous materials except as necessary for normal ranching operations and in compliance with applicable law;
- d) Grant hunting or recreational access rights to third parties (Landowner retains all hunting and recreational rights);
- e) Overstock pastures beyond agreed animal units per acre;
- f) Introduce livestock species not approved in the management plan;
- g) Use the Property for any non-ranching commercial activities.

## **SECTION 2: DEFAULT AND TERMINATION**

2.1 MSA Default Provisions. The default and termination provisions set forth in MSA Section 8 apply to the Lease. The following provisions address default events and procedures specific to ranching lease operations.

2.2 Events of Default. The following shall constitute events of default under the Lease:

- a) Payment Default: Failure by Operator to make any payment when due, including rent payments, BirdDog fees, or other monetary obligations hereunder;
- b) Performance Default: Failure by either party to perform any material covenant or obligation under the Lease;
- c) Insurance Default: Failure by Operator to maintain required insurance coverage or provide certificates of insurance as required by Schedule B1;
- d) Abandonment: Operator's vacation or abandonment of the Property during the Term;
- e) Overstocking: Maintaining livestock numbers that exceed agreed stocking rates for more than thirty (30) days after written notice;
- f) Animal Health Violations: Failure to maintain livestock health standards or comply with applicable animal health regulations;
- g) Insolvency: If Operator becomes insolvent, makes an assignment for the benefit of creditors, or has the leasehold interest taken on execution.

2.3 Notice and Cure Period. Upon the occurrence of an event of default, the non-defaulting party shall serve written notice of default upon the defaulting party. The defaulting party shall have the following cure periods:

- a) Payment Defaults: May be cured within five (5) days of notice;
- b) Material Breaches: May require up to thirty (30) days to cure if the breach cannot reasonably be cured within five (5) days and the defaulting party commences cure within the five-day period;
- c) Overstocking: Must be cured within fifteen (15) days of notice by reducing livestock numbers to agreed levels;
- d) BirdDog Platform Defaults: Material User breaches affecting BirdDog's platform services allow BirdDog immediate termination rights without cure period.

2.4 Termination Rights. Upon expiration of the applicable cure period without cure of the default:

- a) Lease Termination: The non-defaulting party may terminate the Lease immediately;
- b) Right of Re-Entry: Landowner may immediately enter and take possession of the Property without such re-entry working a forfeiture of unpaid rents and covenants;
- c) BirdDog Service Termination: BirdDog may immediately terminate platform services and payment processing.

2.5 Remedies Upon Default. In addition to termination rights, the non-defaulting party may pursue the following remedies:

- a) Monetary Damages: All unpaid amounts become immediately due, including future rent obligations, BirdDog fees, and collection costs;
- b) Interest and Fees: Unpaid amounts shall bear interest at five percent (5%) per annum, plus reasonable attorneys' fees and collection costs;

- c) Reletting Rights: Landowner may relet the Property and charge Operator for any deficiency in rent, plus reasonable expenses to put the Property in tenantable condition;
- d) Livestock Removal: In cases of overstocking or abandonment, Landowner may remove livestock at Operator's expense after appropriate notice;
- e) Specific Performance: Any party may seek specific performance of the other party's obligations under the Lease.

2.6 Natural Expiration. Upon natural expiration of the Term, the Lease shall terminate automatically without need for notice. Operator shall yield possession of the Property to Landowner in good condition, reasonable wear and tear excepted, and shall remove all livestock within thirty (30) days.

2.7 Early Termination by Mutual Consent. The parties may terminate the Lease early by mutual written consent, subject to:

- a) Payment of Accrued Obligations: All unpaid rent, fees, and other obligations through the termination date;
- b) BirdDog Fee Adjustment: Pro-rated adjustment of BirdDog's annual fees based on the actual lease term;
- c) Property Restoration: Operator's obligation to restore the Property to its original condition, reasonable wear and tear excepted;
- d) Livestock Removal: Orderly removal of all livestock within agreed timeframe.

**2.8 Lease Cancellation Policy and Procedures.** The parties acknowledge that ranching land leases require cancellation provisions appropriate for livestock cycles and seasonal operations:

- a) Pre-Commencement Cancellation: Either party may cancel the Lease prior to the Commencement Date with appropriate notice and compensation as specified in Schedule B1;
- b) Mid-Term Cancellation: Once the Term has commenced, neither party may unilaterally cancel except for cause or by mutual agreement;
- c) Seasonal Considerations: Any mid-term cancellation must account for breeding cycles, calving seasons, and livestock management requirements;
- d) BirdDog Fee Treatment: BirdDog's facilitation fees remain payable for any lease period during which the Lease was in effect, regardless of early termination.

2.9 Survival. The following provisions shall survive termination of the Lease: indemnification obligations, payment obligations accrued prior to termination, confidentiality provisions, and dispute resolution procedures.

### **SECTION 3: INSURANCE AND LIABILITY**

3.1 MSA Liability Provisions. The liability, indemnification, and limitation of liability provisions set forth in MSA Sections 10 and 11 are incorporated herein by reference and shall apply to the Lease.

**3.2 Ranching-Specific Indemnification.** In addition to the indemnification provisions in the MSA, the parties agree to the following ranching-specific indemnification:

- a) Operator Indemnification: Operator shall indemnify BirdDog and Landowner for claims arising from Operator's ranching operations and use of the Property during the Term, including livestock-related incidents;
- b) Landowner Indemnification: Landowner shall indemnify BirdDog and Operator for claims arising from defects in title, pre-existing environmental conditions, or property-related risks not caused by Operator's use;
- c) BirdDog Limitation: BirdDog's indemnification obligations are limited as set forth in the MSA and do not extend to ranching operations or property conditions on the Property.

**3.3 Risk Allocation.**

- a) Ranching Risks: Operator assumes all risks associated with ranching operations, including but not limited to livestock mortality, disease, market fluctuations, weather damage, and predator losses;
- b) Property Risks: Landowner retains responsibility for structural defects, environmental contamination, and other property-related risks not caused by Operator's negligence;
- c) Platform Risks: BirdDog's liability is limited to platform-related services and payment processing as set forth in the MSA.

**3.4 Notice of Claims.** Any party receiving notice of a claim or potential claim that may trigger indemnification obligations hereunder shall promptly notify the other parties in writing, but failure to provide such notice shall not relieve the indemnifying party of its obligations except to the extent it is materially prejudiced by such failure.

**3.5 Insurance Requirements.**

- a) Operator's Insurance Obligations. Operator shall obtain and maintain during the entire Term commercially reasonable general liability insurance with minimum coverage limits as specified in Schedule B1. Such policy shall:
  - i. Name Landowner and BirdDog Adventures, Inc. as additional insureds;
  - ii. Provide coverage for bodily injury, property damage, and personal injury arising from Operator's use of the Property;
  - iii. Include livestock liability coverage for damages caused by Operator's livestock, including property damage, personal injury, and livestock escape incidents;
  - iv. Include completed operations coverage and care, custody, and control coverage for livestock and equipment;

- v. Provide thirty (30) days' written notice to Landowner and BirdDog prior to cancellation or material modification; <sup>1</sup>
  - vi. Be primary and non-contributory to any insurance carried by Landowner or BirdDog;
  - vii. Include a waiver of subrogation in favor of Landowner and BirdDog.
- b) **Landowner's Insurance Obligations.** Landowner shall maintain commercially reasonable property insurance covering the Property and any structures thereon. Landowner's policy shall include coverage for: <sup>2</sup>
- i. Fire, wind, hail, and other casualty damage to structures and improvements;
  - ii. Liability coverage for property-related risks not arising from Operator's use;
  - iii. Any mortgagee or lienholder requirements.
- c) **Certificates of Insurance.** Each party shall provide certificates of insurance evidencing the required coverage to the other parties: <sup>3</sup>
- i. **Initial Delivery:** Prior to the Commencement Date or within ten (10) days of execution of the Lease, whichever is earlier;
  - ii. **Annual Renewal:** Within ten (10) days of each policy renewal date;
  - iii. **Upon Request:** At any time during the Term upon reasonable request by any party or BirdDog.
- d) **Failure to Maintain Insurance.** Failure by Operator to maintain required insurance or provide certificates of insurance shall constitute an event of default under Section 2.2(c) above. Landowner may, but is not obligated to, obtain insurance on Operator's behalf and charge the cost to Operator as additional rent. <sup>1</sup>
- e) **Workers' Compensation.** If Operator employs any persons in connection with ranching operations on the Property, Operator shall maintain workers' compensation insurance as required by applicable state law and shall provide evidence of such coverage to Landowner and BirdDog. <sup>4</sup>
- f) **Commercially Reasonable Standard.** All insurance required hereunder shall meet the "commercially reasonable" standard, meaning coverage types, limits, and terms customary for similar ranching operations in the applicable geographic region and appropriate for the scale and nature of the operations contemplated. <sup>2</sup>

### 3.6 Property Damage and Casualty Loss.

- a) **Operator Responsibility:** Operator shall be responsible for damage to the Property caused by Operator's negligence, willful misconduct, or failure to maintain the Property as required hereunder;
- i. **Casualty Events:** In the event of fire, flood, tornado, or other casualty event not caused by Operator's negligence:

- ii. **Partial Damage:** If the Property remains suitable for ranching use, the Lease shall continue with rent abatement proportional to the unusable portion;
  - iii. **Total Destruction:** If the Property becomes unsuitable for ranching use, either party may terminate the Lease upon written notice, with pro-rated rent adjustment;
  - iv. **Restoration:** Landowner shall have no obligation to restore or repair casualty damage unless required by mortgage or other agreement;
- b) **Notice Requirement:** Operator shall immediately notify Landowner and BirdDog of any casualty event, property damage, or condition that materially affects the Property's suitability for ranching use.

### 3.7 Environmental Liability.

- a) **Pre-Existing Conditions:** Landowner warrants that, to Landowner's knowledge, the Property is free from environmental contamination that would materially interfere with ranching operations. Landowner shall indemnify Operator for claims arising from pre-existing environmental conditions not caused or exacerbated by Operator;<sup>5</sup>
- b) **Operator's Environmental Obligations:** Operator shall:
- i. Comply with all applicable environmental laws and regulations, including Clean Water Act requirements for livestock operations;
  - ii. Properly store, use, and dispose of all chemicals, fertilizers, pesticides, and other materials used in ranching operations;
  - iii. Prevent soil erosion and maintain conservation compliance for USDA benefits;
  - iv. Manage livestock waste in compliance with applicable regulations;
  - v. Immediately notify Landowner and BirdDog of any spills, releases, or environmental incidents;
- c) **Operator Environmental Indemnification:** Operator shall indemnify Landowner and BirdDog for environmental contamination or violations caused by Operator's operations during the Term.

## SECTION 4: OPERATIONAL REQUIREMENTS

### 4.1 Stocking Rates and Grazing Management.

- a) **Maximum Stocking Rate:** Operator shall not exceed the maximum animal units per acre specified in Schedule B1 without Landowner's prior written consent;
- b) **Stocking Rate Calculation:** Animal units shall be calculated using standard conversion factors (e.g., 1 cow-calf pair = 1.0 AU; 1 yearling = 0.6 AU; 5 sheep or goats = 1.0 AU);
- c) **Seasonal Adjustments:** Stocking rates may be adjusted seasonally based on forage availability, weather conditions, and pasture health, subject to mutual agreement;

- d) **Overstocking Prohibition:** Operator shall not maintain livestock numbers that degrade pasture condition, cause soil erosion, or damage water sources;
- e) **Monitoring:** Landowner reserves the right to inspect livestock numbers and pasture conditions at reasonable times with reasonable notice.

#### 4.2 Livestock Rotation Requirements.

- a) **Rotation Plan:** If specified in Schedule B1, Operator shall implement rotational grazing practices to maintain pasture health and prevent overgrazing;
- b) **Rest Periods:** Pastures shall be rested as agreed to allow forage recovery and prevent degradation;
- c) **Flexibility:** Rotation schedules may be adjusted based on weather, forage growth, and livestock needs, provided pasture health is maintained;
- d) **Documentation:** Operator shall maintain records of livestock movements and grazing patterns if requested by Landowner.

#### 4.3 Livestock Species and Type Restrictions.

- a) **Approved Species:** Only livestock species specified in Schedule B1 are permitted on the Property;
- b) **Breed Restrictions:** Any breed restrictions or requirements (e.g., polled cattle only, specific breed standards) shall be specified in Schedule B1;
- c) **Prohibited Livestock:** Operator shall not introduce any livestock species not approved by Landowner without prior written consent;
- d) **Exotic or Non-Traditional Livestock:** Introduction of bison, elk, exotic species, or other non-traditional livestock requires Landowner's express written consent.

#### 4.4 Animal Health and Biosecurity.

- a) **Health Standards:** Operator shall maintain livestock in good health and comply with all applicable animal health regulations;
- b) **Vaccination Programs:** Operator shall implement appropriate vaccination programs for disease prevention;
- c) **Disease Notification:** Operator shall immediately notify Landowner of any contagious or reportable disease outbreaks;
- d) **Veterinary Care:** Operator shall provide prompt veterinary care for sick or injured animals;
- e) **Biosecurity Measures:** Operator shall implement reasonable biosecurity measures to prevent disease introduction and spread;
- f) **Quarantine:** New livestock introduced to the Property shall be quarantined as appropriate for the species and disease risks.

#### 4.5 Fencing and Infrastructure Maintenance.

- a) **Perimeter Fencing:** Operator shall maintain perimeter fencing in good repair to prevent livestock escape and trespass;
- b) **Interior Fencing:** Maintenance responsibilities for interior fencing shall be as specified in Schedule B1;
- c) **Gates:** Operator shall keep all gates closed and secured when not in use;
- d) **Fence Inspections:** Operator shall regularly inspect fencing and promptly repair any damage or defects;
- e) **Permanent Improvements:** Installation of new fencing or permanent improvements requires Landowner's prior written consent and shall become Landowner's property upon installation unless otherwise agreed;
- f) **Removal Upon Termination:** Operator-installed improvements may be removed at lease termination only if specified in Schedule B1 and only if removal does not damage the Property.

#### **4.6 Water System Management.**

- a) **Water Access:** Operator shall maintain livestock access to adequate clean water at all times;
- b) **System Maintenance:** Operator shall maintain stock tanks, wells, pumps, pipelines, and other water systems in good working order;
- c) **Water Rights:** Operator's use of water shall comply with all applicable water rights and regulations;
- d) **Riparian Protection:** Operator shall protect riparian areas and water sources from overgrazing and degradation;
- e) **Winter Preparation:** Operator shall take appropriate measures to prevent freeze damage to water systems;
- f) **Repairs:** Major repairs or replacements to water systems shall be allocated between parties as specified in Schedule B1.

#### **4.7 Pasture Management and Improvement.**

- a) **Weed Control:** Operator shall control noxious weeds as required by applicable law and good ranching practices;
- b) **Brush Management:** Brush control and clearing responsibilities shall be as specified in Schedule B1;
- c) **Fertilization:** Operator may fertilize pastures as appropriate for forage production, subject to any restrictions in Schedule B1;
- d) **Reseeding:** Pasture reseeded and improvement projects require mutual agreement regarding cost allocation;
- e) **Soil Conservation:** Operator shall implement practices to prevent soil erosion and maintain soil health;

- f) **Prescribed Burning:** Any prescribed burning requires Landowner's prior written consent and compliance with all applicable regulations.

#### **4.8 Hay Production and Storage.**

- a) **Hay Cutting Rights:** If hay production is permitted, cutting schedules and areas shall be as agreed between parties;
- b) **Hay Storage:** Hay storage locations shall be designated by Landowner to minimize fire risk and property damage;
- c) **Hay Removal:** Unless otherwise agreed, Operator shall remove all hay from the Property upon lease termination;
- d) **Fire Prevention:** Operator shall maintain adequate fire breaks and safety measures around hay storage areas.

#### **4.9 Equipment and Vehicle Use.**

- a) **Equipment Storage:** Equipment storage locations shall be as designated by Landowner in Schedule B1;
- b) **Road Use:** Operator shall use only designated roads and access routes unless otherwise authorized;
- c) **Vehicle Restrictions:** Off-road vehicle use shall be limited to necessary ranching operations and shall avoid sensitive areas;
- d) **Damage Prevention:** Operator shall operate equipment and vehicles in a manner that prevents property damage;
- e) **Fuel Storage:** Any fuel storage requires appropriate containment and compliance with environmental regulations.

#### **4.10 Access and Inspection Rights.**

- a) **Landowner Access:** Landowner reserves the right to access the Property at all reasonable times for inspection, maintenance, and exercise of reserved rights;
- b) **Notice:** Landowner shall provide reasonable advance notice of non-emergency access, except for emergency situations;
- c) **Hunting Rights:** Unless otherwise specified in Schedule B1, Landowner retains all hunting and recreational rights on the Property;
- d) **Mineral Rights:** Landowner retains all mineral rights and the right to lease or develop such rights, subject to reasonable accommodation of Operator's ranching operations;
- e) **Third-Party Access:** Operator shall not grant access to third parties without Landowner's prior written consent.

#### **4.11 Waste Management and Disposal.**

- a) **Livestock Waste:** Operator shall manage livestock waste in compliance with applicable environmental regulations;

- b) **Dead Animal Disposal:** Operator shall promptly and properly dispose of dead animals in accordance with applicable law;
- c) **Trash and Debris:** Operator shall remove all trash, debris, and waste materials from the Property;
- d) **Hazardous Materials:** Operator shall properly store, use, and dispose of any hazardous materials in compliance with applicable law.

#### **4.12 Predator and Wildlife Management.**

- a) **Predator Control:** Operator may implement lawful predator control measures appropriate for livestock protection;
- b) **Wildlife Protection:** Operator shall comply with all applicable wildlife protection laws and regulations;
- c) **Endangered Species:** Operator shall not disturb or harm any endangered or threatened species;
- d) **Coordination:** Predator control activities shall be coordinated with Landowner to avoid conflicts with Landowner's hunting or wildlife management objectives.

### **SECTION 5: FINANCIAL TERMS AND PAYMENT PROCESSING**

**5.1 Rent and Payment Terms.** The rent amount, payment schedule, and payment method for the Lease are specified in Schedule B1. <sup>6</sup>

**5.2 BirdDog Payment Processing.** All payments under the Lease shall be processed through BirdDog's Platform as follows: <sup>7</sup>

- a) **Payment Method:** Operator shall make all rent payments through the Platform using approved payment methods;
- b) **Processing Timeline:** BirdDog shall process payments to Landowner within the timeframe specified in the MSA, less BirdDog's facilitation fee; <sup>8</sup>
- c) **Fee Deduction:** BirdDog's facilitation fee shall be deducted from each payment as specified in Schedule B1;
- d) **Payment Confirmation:** BirdDog shall provide electronic confirmation of payments to both parties;
- e) **Failed Payments:** If any payment fails, BirdDog shall notify both parties and Operator shall have five (5) days to cure the payment default.

**5.3 Standard Payment Schedules.** Unless otherwise specified in Schedule B1, the following standard payment schedules apply:

- a) **Cash Rent - Annual Leases:** Fifty percent (50%) due upon execution or commencement (whichever is later), fifty percent (50%) due six (6) months after commencement;
- b) **Cash Rent - Multi-Year Leases:** Annual rent due in two installments as described above, with first payment due at commencement of each lease year;

- c) **Per-Head Arrangements:** Monthly or quarterly payments as specified in Schedule B1;
- d) **Custom Arrangements:** Any alternative payment schedule as mutually agreed and documented in Schedule B1.

**5.4 Late Payments and Interest.** Any payment not made within five (5) days of the due date shall bear interest at five percent (5%) per annum from the due date until paid. <sup>9</sup>

**5.5 Expense Allocations.** The allocation of expenses between Landowner and Operator shall be as specified in Schedule B1, and may include: <sup>6</sup>

- a) **Property Taxes:** Typically Landowner's responsibility unless otherwise agreed;
- b) **Insurance:** Each party responsible for their own required insurance;
- c) **Utilities:** Allocation as specified in Schedule B1;
- d) **Fence Maintenance:** Allocation as specified in Schedule B1;
- e) **Water System Maintenance:** Allocation as specified in Schedule B1;
- f) **Weed Control:** Typically Operator's responsibility for noxious weeds;
- g) **Major Repairs:** Allocation as specified in Schedule B1.

**5.6 Security Deposits.** If a security deposit is required, the amount and terms shall be specified in Schedule B1. Any security deposit shall be:

- a) Held by BirdDog or Landowner as specified;
- b) Refundable upon satisfactory completion of the Lease term and restoration of the Property;
- c) Subject to deduction for unpaid rent, damages, or other breaches;
- d) Returned within thirty (30) days of lease termination with an itemized statement of any deductions.

**5.7 Rent Adjustments.** For multi-year leases, rent adjustments (if any) shall be as specified in Schedule B1 and may be based on:

- a) Fixed annual increases (e.g., 2% per year);
- b) Consumer Price Index (CPI) adjustments;
- c) Market rate reviews at specified intervals;
- d) Mutual agreement of the parties.

## **SECTION 6: LEASE TERM AND RENEWAL**

**6.1 Lease Term.** The initial term of the Lease (the "Initial Term") shall be as specified in Schedule B1, commencing on the Commencement Date and continuing until the Expiration Date.

**6.2 Renewal Options.** Unless otherwise specified in Schedule B1, the Lease shall not automatically renew. Any renewal shall require mutual written agreement of the parties executed through the Platform.

### 6.3 Renewal Negotiation Process.

- a) **Notice of Intent:** Either party wishing to discuss renewal shall provide written notice to the other party at least ninety (90) days prior to the Expiration Date;
- b) **Negotiation Period:** The parties shall have sixty (60) days to negotiate renewal terms;
- c) **Platform Processing:** Any agreed renewal shall be documented through the Platform and shall constitute a new lease term;
- d) **BirdDog Facilitation:** BirdDog shall facilitate the renewal process through the Platform but shall have no obligation to negotiate terms between parties.

**6.4 Holdover Tenancy.** If Operator remains in possession of the Property after the Expiration Date without executing a renewal agreement:

- a) **Month-to-Month Tenancy:** The Lease shall convert to a month-to-month tenancy on the same terms and conditions;
- b) **Rent Adjustment:** Monthly rent shall be calculated as 1/12th of the annual rent, plus a twenty percent (20%) premium;
- c) **Termination:** Either party may terminate the month-to-month tenancy with thirty (30) days' written notice;
- d) **BirdDog Fees:** BirdDog's facilitation fees shall continue to apply during any holdover period.

**6.5 Early Termination by Agreement.** The parties may mutually agree to early termination as provided in Section 2.7 above.

## SECTION 7: PROPERTY CONDITION AND EXIT REQUIREMENTS

**7.1 Initial Property Condition.** Operator accepts the Property in its current "as-is" condition as of the Commencement Date. Landowner makes no warranties regarding the Property's condition except as expressly stated in Schedule B1 or required by law.

**7.2 Property Maintenance Standards.** During the Term, Operator shall:

- a) **Maintain Property Condition:** Keep the Property in good condition, reasonable wear and tear excepted;
- b) **Prevent Waste:** Not commit or permit waste, damage, or deterioration of the Property;
- c) **Pasture Health:** Maintain pastures in healthy, productive condition through proper grazing management;
- d) **Infrastructure Maintenance:** Maintain fencing, water systems, and other infrastructure as allocated in Schedule B1;
- e) **Weed Control:** Control noxious weeds as required by law and good ranching practices;
- f) **Erosion Prevention:** Implement practices to prevent soil erosion and degradation.

**7.3 Exit Condition Requirements.** Upon termination or expiration of the Lease, Operator shall:

- a) **Livestock Removal:** Remove all livestock from the Property within thirty (30) days of the termination date, or such other period as specified in Schedule B1;
- b) **Equipment Removal:** Remove all equipment, personal property, hay, feed, and supplies within thirty (30) days unless otherwise agreed;
- c) **Property Restoration:** Restore the Property to substantially the same condition as existed at commencement, reasonable wear and tear excepted;
- d) **Trash and Debris:** Remove all trash, debris, and waste materials;
- e) **Repairs:** Repair any damage caused by Operator's operations beyond normal wear and tear;
- f) **Final Inspection:** Cooperate with Landowner's final inspection of the Property;
- g) **Keys and Access:** Return all keys, access codes, and access devices to Landowner.

**7.4 Specific Exit Requirements.** Schedule B1 may specify additional exit requirements, including but not limited to:

- a) **Pasture Condition Standards:** Minimum forage coverage, absence of overgrazing, weed control;
- b) **Fence Condition:** All fencing in good repair with no broken or missing sections;
- c) **Water System Condition:** All water systems in working order;
- d) **Soil Condition:** No excessive erosion or soil degradation;
- e) **Improvement Removal or Retention:** Specific requirements for Operator-installed improvements;
- f) **Seasonal Timing:** Coordination of exit timing with seasonal considerations (e.g., avoiding calving season).

**7.5 Failure to Meet Exit Requirements.** If Operator fails to meet exit requirements:

- a) **Landowner's Rights:** Landowner may complete required work and charge costs to Operator;
- b) **Security Deposit:** Costs may be deducted from any security deposit;
- c) **Holdover Charges:** Daily holdover charges shall apply for each day livestock remain on the Property beyond the removal deadline;
- d) **Damages:** Landowner may pursue damages for any property damage or failure to restore the Property;
- e) **Livestock Removal:** After appropriate notice, Landowner may remove livestock at Operator's expense and risk.

**7.6 Final Accounting.** Within thirty (30) days of lease termination, the parties shall complete a final accounting including:

- a) Final rent payment reconciliation;
- b) Security deposit return or deduction statement;
- c) Any outstanding expense allocations;

- d) Final BirdDog facilitation fees;
- e) Any damage charges or restoration costs.

## **SECTION 8: SPECIAL PROVISIONS AND RESTRICTIONS**

**8.1 Hunting Rights Reservation.** Unless otherwise specified in Schedule B1, Landowner expressly reserves all hunting, fishing, and recreational rights on the Property. Operator acknowledges that:

- a) **No Hunting Rights:** Operator acquires no hunting or recreational rights through this Lease;
- b) **Hunter Access:** Landowner may grant hunting access to third parties during the Term;
- c) **Coordination:** Landowner shall coordinate hunting activities to minimize disruption to ranching operations;
- d) **Livestock Safety:** Hunters shall be instructed to avoid livestock and ranching infrastructure;
- e) **Liability:** Landowner assumes liability for hunting-related incidents not caused by Operator's negligence.

**8.2 Mineral Rights Reservation.** Landowner expressly reserves all mineral rights and the right to lease, develop, or sell such rights. Operator acknowledges that:

- a) **No Mineral Rights:** Operator acquires no mineral rights or interests through this Lease;
- b) **Surface Use:** Mineral development activities may impact surface use of the Property;
- c) **Reasonable Accommodation:** Mineral developers shall reasonably accommodate Operator's ranching operations;
- d) **Compensation:** Any surface damage compensation from mineral development belongs to Landowner unless otherwise agreed;
- e) **Notice:** Landowner shall provide reasonable notice of mineral development activities when practicable.

**8.3 Subleasing and Assignment Prohibition.** Operator shall not sublease, assign, or transfer any interest in the Lease without Landowner's prior written consent, which may be withheld in Landowner's sole discretion. Any attempted sublease or assignment without consent shall be void and constitute an event of default. <sup>1</sup>

**8.4 Subordination to Mortgages.** This Lease is and shall remain subordinate to any existing or future mortgages, deeds of trust, or other liens on the Property. Operator agrees to execute any subordination agreements reasonably requested by Landowner's lender.

**8.5 Estoppel Certificates.** Upon request by Landowner or Landowner's lender, Operator shall execute and deliver an estoppel certificate certifying:

- a) The Lease is in full force and effect;
- b) The current rent amount and payment status;

- c) No defaults exist (or specifying any defaults);
- d) Any other information reasonably requested.

**8.6 Quiet Enjoyment.** Provided Operator is not in default, Landowner covenants that Operator shall peacefully and quietly enjoy the Property during the Term, subject to:

- a) Landowner's reserved rights (hunting, minerals, access);
- b) Rights of mortgagees and other lienholders;
- c) Applicable laws and regulations;
- d) The terms and conditions of this Lease.

**8.7 Force Majeure.** Neither party shall be liable for failure to perform obligations hereunder due to causes beyond their reasonable control, including:

- a) **Natural Disasters:** Flood, fire, tornado, earthquake, drought, or other acts of God;
- b) **Government Action:** Laws, regulations, orders, or actions of governmental authorities;
- c) **Pandemic or Disease:** Widespread disease outbreaks affecting livestock or human populations;
- d) **Other Events:** War, terrorism, strikes, or other events beyond reasonable control.

**Force Majeure Effect:** Performance shall be excused during the force majeure event, but rent obligations shall be abated only if the Property becomes unsuitable for ranching use. The affected party shall promptly notify the other party and use reasonable efforts to resume performance.

**8.8 Confidentiality.** The parties acknowledge that certain information exchanged in connection with the Lease may be confidential, including:

- a) Financial terms and payment information;
- b) Ranching practices and management techniques;
- c) Property-specific information;
- d) Business strategies and plans.

Each party agrees to maintain the confidentiality of such information and not disclose it to third parties except as required by law or with the disclosing party's consent, or as necessary to enforce rights under the Lease.

**8.9 Notices.** All notices required or permitted under the Lease shall be delivered in accordance with MSA Section 13 (Notices), with contact information as specified in Schedule B1.

**8.10 Entire Agreement and Amendments.** The Lease, together with the MSA and all referenced Schedules, constitutes the entire agreement between the parties regarding the subject matter hereof. Any amendments must be in writing and executed through the Platform or otherwise signed by all parties. <sup>3</sup>

**8.11 Severability.** If any provision of this Schedule H-1 is held invalid or unenforceable, the remaining provisions shall continue in full force and effect. <sup>3</sup>

**8.12 Governing Law.** This Schedule H-1 and the Lease shall be governed by the laws of the state where the Property is located, without regard to conflicts of law principles. <sup>3</sup>

**8.13 Dispute Resolution.** Any disputes arising under the Lease shall be resolved in accordance with the dispute resolution provisions set forth in MSA Section 12. <sup>3</sup>

**8.14 Waiver.** No waiver of any provision of this Schedule H-1 or the Lease shall be effective unless in writing. No waiver of any breach shall constitute a waiver of any subsequent breach. <sup>3</sup>

**8.15 Interpretation.** This Schedule H-1 shall be interpreted in conjunction with the MSA. In the event of any conflict between this Schedule H-1 and the MSA, the MSA shall control except where this Schedule H-1 expressly provides otherwise for ranching-specific matters.

**8.16 Counterparts and Electronic Signatures.** The Lease may be executed in counterparts and electronic signatures shall be valid and binding as provided in the MSA. <sup>3</sup>

## **SECTION 9: DEFINITIONS**

For purposes of this Schedule H-1, the following terms shall have the meanings set forth below, in addition to the definitions contained in the MSA:

**“Animal Unit” or “AU”** means a standardized measure of livestock based on a 1,000-pound cow with or without an unweaned calf, used to calculate stocking rates.

**“Commencement Date”** means the date on which the Lease term begins, as specified in Schedule B1.

**“Expiration Date”** means the date on which the Initial Term ends, as specified in Schedule B1.

**“Grazable Acres”** means the number of acres on the Property suitable and available for livestock grazing, as specified in Schedule B1.

**“Initial Term”** means the initial lease term as specified in Schedule B1.

**“Lease”** means the Ranching Lease Agreement between Landowner and Operator, incorporating this Schedule H-1 and the MSA by reference.

**“Operator”** means the rancher or ranching entity leasing the Property for ranching operations, as defined in the MSA and identified in Schedule B1.

**“Overstocking”** means maintaining livestock numbers in excess of the maximum stocking rate specified in Schedule B1 or at levels that cause pasture degradation.

**“Property”** means the real property subject to the Lease, as described in Schedule B1.

**“Stocking Rate”** means the number of animal units per acre permitted on the Property, as specified in Schedule B1.

**“Term”** means the Initial Term plus any renewal terms or holdover periods.

## SCHEDULE H-2: HUNTING LEASE AGREEMENT SPECIFIC PROVISIONS

### SECTION 1: OPERATIONAL AUTHORITIES & RESTRICTIONS

**1.1 Land/Ranch Manager Authority.** Where the applicable Hunting Lease Agreement (the “*Lease*”) is executed by a Land/Ranch Manager (as defined in the MSA) on behalf of a Landowner, such manager represents and warrants that:

- a) They have obtained proper written authorization from the underlying property owner as required by MSA Section 4(d) and Section 9(b)(v);
- b) Such authorization specifically includes authority to execute hunting leases and bind the property owner to the terms hereof;
- c) They will provide a copy of such written authorization to BirdDog upon request, which BirdDog may request at any time during the Term for verification purposes;
- d) All payments will be processed according to the property owner’s instructions as documented in Schedule B1.

**1.2 Hunter Authorization.** Where the Lease is executed by any party acting on behalf of a hunting group, club, or entity, such party represents and warrants they have obtained proper written consent from the principal as required by MSA Section 4(d).

**1.3 Regulatory Compliance Acknowledgment.** Landowner warrants that the Property is suitable for the intended hunting use and complies with all applicable federal, state, and local regulations. Hunter acknowledges sole responsibility for compliance with all applicable hunting regulations, licensing requirements, and wildlife laws during the lease term, including but not limited to: <sup>7</sup>

- a) **Federal Regulations:** Migratory Bird Treaty Act, Endangered Species Act, Lacey Act, and all applicable U.S. Fish and Wildlife Service regulations;
- b) **State Regulations:** All state hunting license requirements, season dates, bag limits, method restrictions, tagging requirements, and reporting obligations;
- c) **Local Regulations:** County and municipal hunting ordinances, discharge restrictions, and local wildlife management requirements.

**1.4 Property and Economic Terms.** The specific property description, huntable acreage, lease term, rent amounts, payment schedules, species covered, access restrictions, party duties, insurance requirements, and approval thresholds for the Lease are set forth in Schedule B1 (Portal Schedule) to the MSA.

**1.5 Permitted Activities.** The Property may be used exclusively for hunting activities as specified in Schedule B1, subject to all applicable federal, state, and local hunting regulations. Permitted activities include:

- a) **Hunting:** Pursuit and harvest of wildlife species specified in Schedule B1 during applicable legal seasons;

- b) **Scouting:** Pre-season property reconnaissance and wildlife observation;
- c) **Stand and Blind Placement:** Installation and maintenance of tree stands, ground blinds, and other hunting structures as permitted in Schedule B1;
- d) **Feeder Operations:** Placement, maintenance, and operation of feeders and mineral sites as permitted in Schedule B1;
- e) **Food Plot Management:** Planting, maintenance, and management of food plots if permitted in Schedule B1;
- f) **Game Processing:** Field dressing and initial processing of harvested game on the Property;
- g) **Camping and Lodging:** If specified in Schedule B1, overnight camping or use of lodging facilities;
- h) **Incidental Activities:** Wildlife photography, nature observation, and other non-consumptive outdoor activities that do not interfere with hunting operations;
- i) **Other Hunting-Related Activities** as specified in Schedule B1.

**1.6 Species and Seasons Covered.** The specific wildlife species covered by the Lease and applicable hunting seasons are as specified in Schedule B1. Unless otherwise stated, the Lease covers only: <sup>10</sup>

- a) **Big Game:** Deer, turkey, hogs, or other species as specified;
- b) **Waterfowl:** Ducks, geese, or other migratory waterfowl as specified;
- c) **Upland Birds:** Quail, dove, pheasant, or other upland species as specified;
- d) **Predators/Varmints:** Coyotes, bobcats, or other species as specified;
- e) **Season Limitations:** Only during legal hunting seasons unless year-round access is specified for certain species (e.g., feral hogs).

**1.7 Hunting Methods and Equipment.** Permitted hunting methods and equipment shall be as specified in Schedule B1 and shall comply with all applicable regulations. Unless otherwise restricted: <sup>11</sup>

- a) **Firearms:** Rifles, shotguns, and muzzleloaders as permitted by law and Schedule B1;
- b) **Archery:** Bows and crossbows as permitted by law and Schedule B1;
- c) **Method Restrictions:** Any restrictions on baiting, electronic calls, night vision, or other methods as specified in Schedule B1;
- d) **Caliber/Gauge Restrictions:** Any specific caliber or gauge restrictions imposed by Landowner;
- e) **Prohibited Methods:** Any hunting methods prohibited by Landowner beyond legal requirements.

**1.8 Prohibited Activities.** Hunter shall not, without Landowner's prior written consent:

- a) **Sublease or Transfer:** Sublease, assign, or transfer any hunting rights to third parties except as permitted under guest policies in Schedule B1;

- b) **Permanent Improvements:** Make permanent improvements or structural changes to the Property without written consent;
- c) **Hazardous Materials:** Store, use, or dispose of hazardous materials except ammunition and hunting-related supplies used in normal course;
- d) **Commercial Activities:** Conduct any commercial hunting operations, guided hunts for hire, or other commercial activities;
- e) **Exceed Bag Limits:** Harvest wildlife in excess of legal bag limits or Lease-specific limits in Schedule B1;
- f) **Hunt Prohibited Species:** Hunt any species not specified in Schedule B1;
- g) **Trespass:** Hunt on adjacent properties or outside designated boundaries;
- h) **Property Damage:** Damage fences, gates, structures, livestock facilities, or other property improvements;
- i) **Livestock Interference:** Harass, harm, or interfere with any livestock on the Property;
- j) **Littering:** Leave trash, spent shells, or other debris on the Property;
- k) **Night Hunting:** Engage in night hunting unless specifically permitted in Schedule B1;
- l) **Fires:** Build fires except in designated areas and only if permitted in Schedule B1;
- m) **Vehicle Restrictions:** Operate vehicles off designated roads or trails without permission.

## **SECTION 2: DEFAULT AND TERMINATION**

**2.1 MSA Default Provisions.** The default and termination provisions set forth in MSA Section 8 apply to the Lease. The following provisions address default events and procedures specific to hunting lease operations.

**2.2 Events of Default.** The following shall constitute events of default under the Lease:

- a) **Payment Default:** Failure by Hunter to make any payment when due, including lease payments, BirdDog fees, or other monetary obligations hereunder;
- b) **Performance Default:** Failure by either party to perform any material covenant or obligation under the Lease;
- c) **Insurance Default:** Failure by Hunter to maintain required insurance coverage or provide certificates of insurance as required by Schedule B1;
- d) **Safety Violations:** Reckless, unsafe, or illegal hunting practices that endanger persons or property;
- e) **Regulatory Violations:** Violation of federal, state, or local hunting regulations, including hunting without proper licenses, exceeding bag limits, or hunting during closed seasons;
- f) **Trespass:** Hunting on adjacent properties or outside designated lease boundaries;
- g) **Guest Policy Violations:** Bringing unauthorized guests or exceeding guest limitations specified in Schedule B1;
- h) **Property Damage:** Causing material damage to the Property, improvements, or livestock beyond normal wear and tear;
- i) **Abandonment:** Hunter's vacation or abandonment of the Lease during the Term; <sup>18</sup>

- j) **Insolvency:** If Hunter becomes insolvent, makes an assignment for the benefit of creditors, or has the leasehold interest taken on execution.

**2.3 Notice and Cure Period.** Upon the occurrence of an event of default, the non-defaulting party shall serve written notice of default upon the defaulting party. The defaulting party shall have the following cure periods:

- a) **Payment Defaults:** May be cured within five (5) days of notice;
- b) **Safety or Regulatory Violations:** No cure period; immediate termination rights apply due to potential liability exposure;
- c) **Material Breaches:** May require up to thirty (30) days to cure if the breach cannot reasonably be cured within five (5) days and the defaulting party commences cure within the five-day period;
- d) **BirdDog Platform Defaults:** Material User breaches affecting BirdDog's platform services allow BirdDog immediate termination rights without cure period.

**2.4 Termination Rights.** Upon expiration of the applicable cure period without cure of the default (or immediately for safety/regulatory violations):

- a) **Lease Termination:** The non-defaulting party may terminate the Lease immediately;<sup>24</sup>
- b) **Access Revocation:** Landowner may immediately revoke Hunter's access to the Property;
- c) **Equipment Removal:** Hunter shall immediately remove all stands, blinds, feeders, and personal property from the Property;
- d) **BirdDog Service Termination:** BirdDog may immediately terminate platform services and payment processing.

**2.5 Remedies Upon Default.** In addition to termination rights, the non-defaulting party may pursue the following remedies:

- a) **Monetary Damages:** All unpaid amounts become immediately due, including future lease obligations, BirdDog fees, and collection costs;
- b) **Interest and Fees:** Unpaid amounts shall bear interest at five percent (5%) per annum, plus reasonable attorneys' fees and collection costs;
- c) **Property Damage Recovery:** Landowner may recover costs to repair any property damage caused by Hunter;
- d) **Equipment Retention:** Landowner may retain Hunter's equipment left on the Property as security for unpaid amounts, with right to dispose after thirty (30) days' notice;
- e) **Specific Performance:** Any party may seek specific performance of the other party's obligations under the Lease;
- f) **Injunctive Relief:** Landowner may seek injunctive relief to prevent continued trespass or unsafe hunting practices.

**2.6 Natural Expiration.** Upon natural expiration of the Term, the Lease shall terminate automatically without need for notice. Hunter shall remove all stands, blinds, feeders, cameras, and personal property within thirty (30) days of expiration unless otherwise agreed.

**2.7 Early Termination by Mutual Consent.** The parties may terminate the Lease early by mutual written consent, subject to:

- a) **Payment of Accrued Obligations:** All unpaid lease fees, BirdDog fees, and other obligations through the termination date;
- b) **BirdDog Fee Adjustment:** Pro-rated adjustment of BirdDog's annual fees based on the actual lease term;
- c) **Property Restoration:** Hunter's obligation to remove all equipment and restore the Property to its original condition;
- d) **Refund Calculation:** Any refund of prepaid lease fees shall be calculated on a pro-rata basis less any damages or unpaid obligations.

**2.8 Lease Cancellation Policy and Procedures.** The parties acknowledge that hunting leases are seasonal in nature and require cancellation provisions appropriate for hunting seasons:

- a) **Pre-Season Cancellation:** Either party may cancel the Lease prior to the first day of the earliest hunting season covered with appropriate notice and compensation as specified in Schedule B1;
- b) **Mid-Season Cancellation:** Once hunting season has commenced, neither party may unilaterally cancel except for cause or by mutual agreement;
- c) **Seasonal Considerations:** Any mid-season cancellation must account for hunting season timing and Hunter's reasonable reliance on access;
- d) **BirdDog Fee Treatment:** BirdDog's facilitation fees remain payable for any lease period during which the Lease was in effect, regardless of early termination;
- e) **Weather and Acts of God:** Lease fees are not refundable due to poor weather, low game populations, or other natural conditions beyond Landowner's control.

**2.9 Survival.** The following provisions shall survive termination of the Lease: indemnification obligations, payment obligations accrued prior to termination, confidentiality provisions, and dispute resolution procedures.

### **SECTION 3: INSURANCE AND LIABILITY**

**3.1 MSA Liability Provisions.** The liability, indemnification, and limitation of liability provisions set forth in MSA Sections 10 and 11 are incorporated herein by reference and shall apply to the Lease.

**3.2 Hunting-Specific Indemnification.** In addition to the indemnification provisions in the MSA, the parties agree to the following hunting-specific indemnification:

- a) **Hunter Indemnification:** Hunter shall indemnify BirdDog and Landowner for claims arising from Hunter's hunting activities and use of the Property during the Term, including hunting accidents, firearm incidents, and injuries to Hunter's guests;
- b) **Landowner Indemnification:** Landowner shall indemnify BirdDog and Hunter for claims arising from defects in title, pre-existing hazardous conditions known to Landowner, or property-related risks not caused by Hunter's use;
- c) **BirdDog Limitation:** BirdDog's indemnification obligations are limited as set forth in the MSA and do not extend to hunting operations or property conditions on the Property.

### 3.3 Risk Allocation.

- a) **Hunting Risks:** Hunter assumes all risks associated with hunting activities, including but not limited to firearm accidents, tree stand falls, wildlife encounters, weather exposure, and inherent dangers of outdoor recreation;
- b) **Property Risks:** Landowner retains responsibility for structural defects in provided lodging or facilities, known hazardous conditions not disclosed to Hunter, and other property-related risks not caused by Hunter's negligence;
- c) **Platform Risks:** BirdDog's liability is limited to platform-related services and payment processing as set forth in the MSA;
- d) **Assumption of Risk:** Hunter expressly acknowledges and assumes the inherent risks of hunting, including risks that cannot be eliminated regardless of care taken to avoid injuries.

**3.4 Notice of Claims.** Any party receiving notice of a claim or potential claim that may trigger indemnification obligations hereunder shall promptly notify the other parties in writing, but failure to provide such notice shall not relieve the indemnifying party of its obligations except to the extent it is materially prejudiced by such failure.

### 3.5 Insurance Requirements.

- a) **Hunter's Insurance Obligations.** Hunter shall obtain and maintain during the entire Term commercially reasonable hunting liability insurance with minimum coverage limits as specified in Schedule B1. Such policy shall:
  - i. Name Landowner and BirdDog Adventures, Inc. as additional insureds;
  - ii. Provide coverage for bodily injury, property damage, and personal injury arising from Hunter's hunting activities on the Property;
  - iii. Include **hunting accident coverage** for injuries to Hunter, Hunter's guests, and third parties;
  - iv. Include **firearms liability coverage** for accidental discharge and firearm-related incidents;
  - v. Include **tree stand and elevated platform coverage** if such equipment will be used;

- vi. Provide **thirty (30) days' written notice** to Landowner and BirdDog prior to cancellation or material modification;
  - vii. Be primary and non-contributory to any insurance carried by Landowner or BirdDog;
  - viii. Include a waiver of subrogation in favor of Landowner and BirdDog.
- b) **Landowner's Insurance Obligations.** Landowner shall maintain commercially reasonable property insurance covering the Property and any structures thereon. If lodging is provided, Landowner's policy shall include:
- i. Fire, wind, hail, and other casualty damage to structures and improvements;
  - ii. Liability coverage for property-related risks not arising from Hunter's activities;
  - iii. If applicable, premises liability coverage for lodging facilities provided to Hunter;
  - iv. Any mortgagee or lienholder requirements.
- c) **Certificates of Insurance.** Each party shall provide certificates of insurance evidencing the required coverage to the other parties:
- i. **Initial Delivery:** Prior to the Commencement Date or within ten (10) days of execution of the Lease, whichever is earlier;
  - ii. **Annual Renewal:** Within ten (10) days of each policy renewal date;
  - iii. **Upon Request:** At any time during the Term upon reasonable request by any party or BirdDog.
- d) **Failure to Maintain Insurance.** Failure by Hunter to maintain required insurance or provide certificates of insurance shall constitute an event of default under Section 2.2(c) above. Landowner may, but is not obligated to, obtain insurance on Hunter's behalf and charge the cost to Hunter as additional rent.
- e) **Guest Coverage.** Hunter's insurance policy must extend coverage to all guests brought onto the Property by Hunter under the guest policy provisions of Schedule B1.
- f) **Commercially Reasonable Standard.** All insurance required hereunder shall meet the "commercially reasonable" standard, meaning coverage types, limits, and terms customary for similar hunting lease arrangements in the applicable geographic region and appropriate for the hunting activities contemplated.

### **3.6 Property Damage and Casualty Loss.**

- a) **Hunter Responsibility:** Hunter shall be responsible for damage to the Property caused by Hunter's negligence, willful misconduct, or failure to comply with Property rules;
- b) **Casualty Events:** In the event of fire, flood, tornado, or other casualty event not caused by Hunter's negligence:

- i. **Partial Damage:** If the Property remains suitable for hunting use, the Lease shall continue without rent abatement unless hunting access is materially impaired;
  - ii. **Total Destruction:** If the Property becomes unsuitable for hunting use, either party may terminate the Lease upon written notice, with pro-rated rent refund;
  - iii. **Restoration:** Landowner shall have no obligation to restore or repair casualty damage unless required by mortgage or other agreement;
- c) **Notice Requirement:** Hunter shall immediately notify Landowner and BirdDog of any property damage, fire, or condition that materially affects the Property's suitability for hunting use.

### **3.7 Hunting Accident Protocol.**

- a) **Immediate Notification:** Hunter shall immediately notify Landowner and emergency services (911) of any hunting accident resulting in serious injury or death;
- b) **Incident Report:** Hunter shall provide written incident report to Landowner and BirdDog within twenty-four (24) hours of any hunting accident;
- c) **Cooperation:** Hunter shall fully cooperate with any investigation by law enforcement, wildlife officials, or insurance carriers;
- d) **Preservation of Evidence:** Hunter shall preserve the accident scene and any relevant evidence until authorized to disturb by appropriate authorities.

**3.8 Recreational Use Statute Acknowledgment.** The parties acknowledge that many states have enacted Recreational Use Statutes limiting landowner liability for recreational activities on private land. To the extent applicable law limits Landowner's liability for Hunter's recreational use of the Property, such limitations are incorporated herein and Hunter expressly waives any claims barred by such statutes to the fullest extent permitted by law.

## **SECTION 4: OPERATIONAL REQUIREMENTS**

### **4.1 Access Protocols and Check-In Procedures.**

- a) **Access Hours:** Hunter may access the Property during hours specified in Schedule B1, or if not specified, from two (2) hours before legal shooting light until two (2) hours after legal shooting light;
- b) **Check-In Requirements:** If check-in procedures are specified in Schedule B1, Hunter shall comply with all check-in and check-out requirements, including:
  - i. Notification to Landowner or designated property manager upon arrival and departure;
  - ii. Completion of any required sign-in logs or electronic check-in systems;
  - iii. Reporting of all game harvested as required by Schedule B1 or applicable law;

- c) **Access Routes:** Hunter shall use only designated roads, trails, and access routes specified by Landowner;
- d) **Gate Protocol:** Hunter shall keep all gates closed and locked unless otherwise instructed, and shall secure all access points when leaving the Property;
- e) **Access Restrictions:** Any blackout dates, restricted areas, or seasonal access limitations are specified in Schedule B1 and Hunter shall strictly comply with such restrictions.

#### 4.2 Safety Requirements.

- a) **Hunter Safety:** All hunters must possess valid hunter safety certification as required by applicable state law;
- b) **Firearm Safety:** Hunter shall observe all firearm safety rules, including:
  - i. Treat all firearms as loaded at all times;
  - ii. Never point a firearm at anything not intended to be shot;
  - iii. Keep finger off trigger until ready to shoot;
  - iv. Be certain of target and what is beyond it;
  - v. Unload firearms when not actively hunting;
  - vi. Transport firearms unloaded and cased when traveling to/from hunting areas;
- c) **Tree Stand Safety:** If tree stands are used, Hunter shall:
  - i. Use full-body safety harness at all times when elevated;
  - ii. Inspect stands before each use;
  - iii. Follow manufacturer's weight limits and installation instructions;
  - iv. Not use damaged or deteriorated stands;
  - v. Remove portable stands at end of season unless otherwise agreed;
- d) **Blaze Orange Requirements:** Hunter shall comply with all applicable blaze orange or hunter visibility requirements;
- e) **Communication:** Hunter should carry communication device (cell phone, radio, satellite communicator) for emergency situations;
- f) **Alcohol and Drugs:** No person shall hunt while under the influence of alcohol or drugs. Consumption of alcohol is prohibited during active hunting hours.

#### 4.3 Property Management Rights and Responsibilities.

- a) **Stand and Blind Placement:**
  - i. **Approval Required:** Hunter shall obtain Landowner's approval for placement of all tree stands, ground blinds, and elevated platforms;
  - ii. **Location Restrictions:** Stands and blinds shall not be placed within restricted areas specified in Schedule B1;
  - iii. **Installation Standards:** All stands must be installed safely and in compliance with manufacturer specifications;

- iv. **Screw-In Steps:** Use of screw-in tree steps or other tree-damaging hardware requires Landowner's express written consent;
- v. **Marking:** All stands and blinds shall be clearly marked with Hunter's name and contact information;
- vi. **Removal:** Unless otherwise agreed, all portable stands and blinds shall be removed within thirty (30) days of lease expiration;
- vii. **Abandoned Equipment:** Any equipment not removed within the specified timeframe becomes property of Landowner.

**b) Feeder Operations:**

- i. **Feeder Placement:** If feeders are permitted per Schedule B1, Hunter may place feeders in locations approved by Landowner;
- ii. **Feeder Maintenance:** Hunter shall maintain all feeders in good working order and keep areas around feeders clean;
- iii. **Feed Type:** Only approved feed types may be used; no whole corn in CWD zones unless permitted by state regulations;
- iv. **Baiting Regulations:** All feeder operations must comply with state baiting regulations and restrictions;
- v. **Removal:** Feeders shall be removed or remain on Property as specified in Schedule B1;
- vi. **Landowner Feeders:** If Landowner maintains feeders, Hunter shall not interfere with or modify Landowner's feeding program.

**c) Food Plot Management:**

- i. **Food Plot Rights:** If food plots are permitted per Schedule B1, Hunter may establish and maintain food plots in approved locations;
- ii. **Plot Size and Location:** Food plot size and locations require Landowner's prior written approval;
- iii. **Planting Requirements:** Hunter shall use appropriate seed mixes and planting techniques to avoid soil erosion;
- iv. **Chemical Use:** Use of herbicides, pesticides, or fertilizers requires Landowner's approval and must comply with all applicable regulations;
- v. **Equipment Use:** Hunter may use necessary equipment for food plot establishment and maintenance;
- vi. **Exit Condition:** Food plots shall be left in condition specified in Schedule B1 (e.g., tilled, seeded with cover crop, or returned to native vegetation).

**d) Trail Cameras:**

- i. **Camera Placement:** Hunter may place trail cameras for scouting and monitoring purposes;
- ii. **Marking:** All cameras shall be clearly marked with Hunter's contact information;

- iii. **Privacy:** Cameras shall not be placed to monitor Landowner's residence, facilities, or private areas;
- iv. **Removal:** All cameras shall be removed within thirty (30) days of lease expiration;
- v. **Theft:** Landowner is not responsible for theft or damage to Hunter's cameras.

#### 4.4 Game Management and Harvest Requirements.

- a) **Harvest Limits:** Hunter shall comply with all state bag limits and any additional harvest restrictions specified in Schedule B1;
- b) **Quality Deer Management:** If QDM or trophy management standards are specified in Schedule B1, Hunter shall comply with all antler restrictions, doe harvest quotas, and management objectives;
- c) **Harvest Reporting:** Hunter shall report all game harvested as required by:
  - i. State law (tagging, checking, reporting requirements);
  - ii. Schedule B1 (Landowner's harvest reporting requirements);
  - iii. BirdDog Platform (if harvest tracking is enabled);
- e) **Cull Animals:** If Landowner requests removal of specific animals (e.g., cull bucks, excess does, predators), Hunter's cooperation is appreciated but not required unless specified in Schedule B1;
- f) **Wounded Game:** Hunter shall make reasonable efforts to recover wounded game and shall report all wounded animals to Landowner;
- g) **Game Processing:** Field dressing may be performed on the Property in designated areas; gut piles shall be disposed of as directed by Landowner or placed in remote areas away from roads and facilities.

#### 4.5 Guest Policy and Limitations.

- a) **Guest Allowance:** The number of guests Hunter may bring onto the Property is specified in Schedule B1;
- b) **Guest Definition:** "Guest" means any person other than the named Hunter(s) in Schedule B1 who accesses the Property for hunting or hunting-related activities;
- c) **Guest Responsibility:** Hunter is fully responsible for all actions of Hunter's guests and shall ensure guests comply with all Lease terms;
- d) **Guest Restrictions:** Guests must:
  - i. Be accompanied by Hunter or hunt under Hunter's supervision;
  - ii. Possess all required hunting licenses and permits;
  - iii. Be covered under Hunter's liability insurance;
  - iv. Comply with all safety requirements and Property rules;
- e) **Guest Prohibition:** If Schedule B1 specifies "No Guests," Hunter may not bring any additional persons onto the Property without Landowner's express written consent;

- f) **Guest Fees:** Any additional fees for guests are specified in Schedule B1.

#### 4.6 Vehicle and Road Use Restrictions.

- a) **Designated Roads:** Hunter shall use only designated roads and trails specified by Landowner;
- b) **Off-Road Restrictions:** Off-road vehicle use is prohibited unless specifically permitted in Schedule B1;
- c) **ATV/UTV Use:** Use of ATVs, UTVs, or side-by-sides requires express permission in Schedule B1 and shall be limited to designated trails;
- d) **Vehicle Limitations:** Vehicle type and size restrictions (if any) are specified in Schedule B1;
- e) **Road Conditions:** Hunter acknowledges that roads may be impassable during wet weather and Landowner has no obligation to maintain roads in passable condition;
- f) **Parking:** Vehicles shall be parked only in designated parking areas;
- g) **Gates and Cattle Guards:** Hunter shall close all gates and exercise caution when crossing cattle guards;
- h) **Property Damage:** Hunter is responsible for any road or property damage caused by Hunter's vehicles.

#### 4.7 Night Hunting.

- a) **Night Hunting Prohibition:** Unless specifically permitted in Schedule B1, all hunting shall occur only during legal daylight hunting hours;
- b) **Night Hunting Permission:** If night hunting is permitted for specific species (e.g., feral hogs, predators), such permission and any restrictions are specified in Schedule B1;
- c) **Artificial Light:** Use of artificial light for hunting is prohibited except as permitted by state law and Schedule B1;
- d) **Thermal and Night Vision:** Use of thermal or night vision equipment is subject to state regulations and any additional restrictions in Schedule B1.

#### 4.8 Camping, Fires, and Lodging.

- a) **Camping:** Camping on the Property is permitted only if specified in Schedule B1;
- b) **Camping Locations:** If camping is permitted, designated camping areas are specified in Schedule B1;
- c) **Fires:** Open fires are permitted only if specified in Schedule B1 and only in designated fire areas;
- d) **Fire Safety:** If fires are permitted, Hunter shall:
  - i. Never leave fires unattended;
  - ii. Fully extinguish all fires before leaving;
  - iii. Comply with any burn bans or fire restrictions;
  - iv. Maintain adequate fire breaks and safety equipment;

- e) **Lodging:** If lodging is included per Schedule B1:
  - i. Hunter shall use lodging facilities respectfully and maintain cleanliness;
  - ii. Maximum occupancy limits shall be observed;
  - iii. Hunter is responsible for any damage to lodging facilities;
  - iv. Utilities and amenities included are specified in Schedule B1;
- f) **Firewood:** If fires are permitted, Hunter may use only provided firewood or dead/downed wood as specified by Landowner; cutting live trees is prohibited.

#### **4.9 Livestock and Agricultural Operations.**

- a) **Livestock Presence:** If livestock are present on the Property as indicated in Schedule B1, Hunter shall:
  - i. Not harass, harm, or interfere with livestock;
  - ii. Close all gates to prevent livestock escape;
  - iii. Avoid shooting near livestock or in directions that could endanger livestock;
  - iv. Immediately report any injured livestock to Landowner;
  - v. Keep hunting dogs away from livestock;
- b) **Agricultural Operations:** If agricultural operations are ongoing, Hunter shall:
  - i. Not interfere with farming or ranching activities;
  - ii. Avoid damaging crops or pastures;
  - iii. Coordinate with Landowner regarding access during planting, harvesting, or other agricultural activities;
  - iv. Respect any temporary access restrictions during critical agricultural periods;
- c) **Livestock Facilities:** Hunter shall not enter barns, corrals, or other livestock facilities without Landowner's permission.

#### **4.10 Dogs and Hunting Animals.**

- a) **Dog Use:** Use of hunting dogs is permitted only if specified in Schedule B1;
- b) **Dog Control:** If dogs are permitted, Hunter shall:
  - i. Keep dogs under control at all times;
  - ii. Prevent dogs from harassing livestock or wildlife;
  - iii. Clean up after dogs;
  - iv. Comply with any breed or number restrictions in Schedule B1;
  - v. Ensure dogs are current on vaccinations;
- c) **Dog Liability:** Hunter is fully responsible for any damage or injuries caused by Hunter's dogs;
- d) **Falconry:** Use of raptors for hunting requires express permission in Schedule B1.

#### **4.11 Waste and Litter Management.**

- a) **Pack It In, Pack It Out:** Hunter shall remove all trash, spent shells, food waste, and other debris from the Property;
- b) **Gut Piles:** Game processing waste shall be disposed of in remote areas away from roads, trails, and facilities, or as directed by Landowner;
- c) **Hazardous Materials:** Hunter shall properly dispose of all hazardous materials and shall not leave batteries, fuel containers, or other hazardous waste on the Property;
- d) **Recycling:** If recycling facilities are provided, Hunter shall use them appropriately.

#### **4.12 Property Inspection and Monitoring.**

- a) **Landowner Access:** Landowner reserves the right to access the Property at all times for inspection, maintenance, and exercise of reserved rights;
- b) **Monitoring:** Landowner may monitor Property use through trail cameras, game cameras, or other means;
- c) **Compliance Checks:** Landowner or Landowner's representatives may conduct compliance checks to ensure adherence to Lease terms;
- d) **Cooperation:** Hunter shall cooperate with Landowner's reasonable inspection and monitoring activities.

### **SECTION 5: EXCLUSIVE USE AND RESERVED RIGHTS**

**5.1 Exclusive Hunting Rights.** Subject to Landowner's reserved rights in Section 5.3 below, Hunter shall have exclusive hunting rights on the Property during the Term for the species specified in Schedule B1. Landowner shall not grant hunting access to any other parties for the covered species during the Term.

#### **5.2 Exclusivity Limitations.**

- a) **Species-Specific:** Exclusivity applies only to species specified in Schedule B1. Landowner retains hunting rights for all other species unless otherwise agreed;
- b) **Seasonal:** If the Lease covers only specific seasons, exclusivity applies only during those seasons;
- c) **Designated Areas:** If the Lease covers only designated portions of the Property, exclusivity applies only to those areas;
- d) **Landowner Use:** Unless Schedule B1 specifies complete exclusivity, Landowner retains personal hunting rights subject to reasonable coordination with Hunter.

**5.3 Landowner Reserved Rights.** Landowner expressly reserves the following rights, which may be exercised at any time during the Term:

- a) **Property Access:** Right to access all portions of the Property at any time for any purpose;
- b) **Agricultural Operations:** Right to conduct farming, ranching, timber, and other agricultural operations;

- c) **Property Management:** Right to conduct property improvements, maintenance, and management activities;
- d) **Mineral Rights:** All mineral rights and the right to lease, develop, or sell such rights;
- e) **Timber Rights:** Right to harvest timber, conduct forestry operations, and grant timber rights to third parties;
- f) **Recreational Rights:** Unless complete exclusivity is granted in Schedule B1, Landowner retains rights to:
  - i. Personal hunting use with reasonable coordination;
  - ii. Fishing, hiking, and other non-hunting recreational activities;
  - iii. Grant access to family members and personal guests;
- g) **Commercial Activities:** Right to conduct or authorize other commercial activities not conflicting with hunting use;
- h) **Sale or Transfer:** Right to sell, lease, or otherwise transfer the Property, subject to Hunter's lease rights;
- i) **Emergency Access:** Right to grant emergency access to law enforcement, emergency services, and utility providers;
- j) **Inspection Rights:** Right to show the Property to prospective buyers, lessees, or lenders.

**5.4 Coordination of Reserved Rights.** Landowner shall exercise reserved rights in a manner that reasonably accommodates Hunter's hunting activities, including:

- a) **Notice:** Providing reasonable advance notice of activities that may impact hunting access or game populations;
- b) **Timing:** When practicable, scheduling disruptive activities outside of peak hunting periods;
- c) **Communication:** Maintaining open communication regarding planned activities and access schedules.

**5.5 No Interference Covenant.** Hunter covenants not to interfere with Landowner's exercise of reserved rights, and Landowner covenants to exercise reserved rights in a manner that does not unreasonably interfere with Hunter's hunting activities.

**5.6 Third-Party Rights.** Hunter acknowledges that the Property may be subject to:

- a) **Easements:** Utility easements, access easements, and other recorded easements;
- b) **Rights of Way:** Public or private rights of way across the Property;
- c) **Mineral Leases:** Existing or future mineral leases and associated surface use rights;
- d) **Government Access:** Rights of government agencies to access the Property for regulatory or enforcement purposes.

## **SECTION 6: FINANCIAL TERMS AND PAYMENT PROCESSING**

**6.1 Lease Fee and Payment Terms.** The lease fee amount, payment schedule, and payment method for the Lease are specified in Schedule B1. <sup>1</sup>

**6.2 BirdDog Payment Processing.** All payments under the Lease shall be processed through BirdDog's Platform as follows:

- a) **Payment Method:** Hunter shall make all lease payments through the Platform using approved payment methods;
- b) **Processing Timeline:** BirdDog shall process payments to Landowner within the timeframe specified in the MSA, less BirdDog's facilitation fee;
- c) **Fee Deduction:** BirdDog's facilitation fee shall be deducted from each payment as specified in Schedule B1;
- d) **Payment Confirmation:** BirdDog shall provide electronic confirmation of payments to both parties;
- e) **Failed Payments:** If any payment fails, BirdDog shall notify both parties and Hunter shall have five (5) days to cure the payment default.

**6.3 Standard Payment Schedules.** Unless otherwise specified in Schedule B1, the following standard payment schedules apply:

- a) **Annual Leases:** One hundred percent (100%) due upon execution or thirty (30) days prior to season opening, whichever is earlier;
- b) **Multi-Year Leases:** Annual lease fee due thirty (30) days prior to the opening of the first hunting season each lease year;
- c) **Seasonal Leases:** Full payment due thirty (30) days prior to season opening;
- d) **Split Payment Option:** If offered in Schedule B1, fifty percent (50%) due upon execution, fifty percent (50%) due thirty (30) days prior to season opening.

**6.4 Late Payments and Interest.** Any payment not made within five (5) days of the due date shall bear interest at five percent (5%) per annum from the due date until paid.

**6.5 Additional Fees.** Schedule B1 may specify additional fees for:

- a) **Guest Fees:** Per-guest charges for additional hunters beyond the base number included;
- b) **Lodging Fees:** Charges for use of lodging facilities if not included in base lease fee;
- c) **Amenity Fees:** Charges for use of special amenities (e.g., shooting range, cleaning facilities);
- d) **Damage Deposits:** Refundable deposits to secure against property damage;
- e) **Key Deposits:** Refundable deposits for gate keys or access devices.

**6.6 Refund Policy.**

- a) **No Refunds for Natural Conditions:** Lease fees are not refundable due to weather conditions, low game populations, poor hunting success, or other natural conditions beyond Landowner's control;
- b) **Landowner Default:** If Landowner breaches the Lease or denies access without cause, Hunter shall be entitled to pro-rated refund of prepaid fees;

- c) **Early Termination by Agreement:** Refunds for early termination by mutual agreement shall be calculated as specified in Section 2.7;
- d) **Force Majeure:** No refunds are due for access restrictions caused by force majeure events unless the Property becomes completely unsuitable for hunting use.

**6.7 Security Deposits.** If a security deposit is required, the amount and terms shall be specified in Schedule B1. Any security deposit shall be:

- a) Held by BirdDog or Landowner as specified;
- b) Refundable upon satisfactory completion of the Lease term and removal of all equipment;
- c) Subject to deduction for unpaid fees, property damage, or other breaches;
- d) Returned within thirty (30) days of lease termination with an itemized statement of any deductions.

**6.8 Price Adjustments.** For multi-year leases, price adjustments (if any) shall be as specified in Schedule B1 and may be based on:

- a) Fixed annual increases (e.g., 3% per year);
- b) Consumer Price Index (CPI) adjustments;
- c) Market rate reviews at specified intervals;
- d) Mutual agreement of the parties.

## **SECTION 7: LEASE TERM AND RENEWAL**

**7.1 Lease Term.** The term of the Lease (the “*Term*”) shall be as specified in Schedule B1, commencing on the Commencement Date and continuing until the Expiration Date.

**7.2 Seasonal vs. Annual Leases.**

- a) **Seasonal Leases:** Cover only specific hunting seasons (e.g., “2025 Deer Season” or “2025-2026 Waterfowl Season”);
- b) **Annual Leases:** Cover all hunting seasons within a 12-month period for specified species;
- c) **Multi-Year Leases:** Cover multiple consecutive years with annual renewal of hunting rights.

**7.3 Renewal Options and Procedures.**

- a) **Right of First Refusal:** Unless otherwise specified in Schedule B1, Hunter shall have a right of first refusal to renew the Lease for the following season/year on the same terms;
- b) **Renewal Notice:** Landowner shall notify Hunter of renewal terms at least ninety (90) days prior to the Expiration Date;
- c) **Hunter’s Response:** Hunter shall have thirty (30) days from receipt of renewal notice to accept or decline renewal;

- d) **Price Adjustments:** Landowner may adjust lease fees for renewal based on market conditions, with any increase not to exceed the percentage specified in Schedule B1 (if any);
- e) **Platform Processing:** Any agreed renewal shall be documented through the Platform and shall constitute a new lease term.

**7.4 Automatic Renewal.** If Schedule B1 specifies automatic renewal:

- a) The Lease shall automatically renew for successive terms unless either party provides written notice of non-renewal at least ninety (90) days prior to the Expiration Date;
- b) Renewal terms shall be the same as the expiring term except for any price adjustments specified in Schedule B1;
- c) Either party may terminate the automatic renewal provision upon notice as specified above.

**7.5 No Holdover Rights.** Unlike agricultural or ranching leases, hunting leases do not create holdover tenancy rights. Upon expiration or termination, Hunter's access rights immediately cease and Hunter shall promptly remove all equipment from the Property.

**7.6 Early Termination by Agreement.** The parties may mutually agree to early termination as provided in Section 2.7 above.

## **SECTION 8: PROPERTY CONDITION AND EXIT REQUIREMENTS**

**8.1 Initial Property Condition.** Hunter accepts the Property in its current "as-is" condition as of the Commencement Date. Landowner makes no warranties regarding game populations, hunting success, property conditions, or suitability for hunting except as expressly stated in Schedule B1 or required by law.

**8.2 Property Maintenance During Term.** During the Term, Hunter shall:

- a) **Respect Property:** Use the Property respectfully and avoid unnecessary damage;
- b) **Report Damage:** Promptly report any property damage, hazards, or maintenance issues to Landowner;
- c) **Gate and Fence Maintenance:** Keep gates closed and report any fence damage;
- d) **Road Maintenance:** Avoid damaging roads and trails through reckless driving;
- e) **Facility Care:** If lodging or facilities are provided, maintain them in clean and sanitary condition.

**8.3 Exit Condition Requirements.** Upon termination or expiration of the Lease, Hunter shall:

- a) **Equipment Removal:** Remove all tree stands, ground blinds, feeders, cameras, and personal property within thirty (30) days of the termination date, or such other period as specified in Schedule B1;
- b) **Stand Removal Standards:**

- i. Remove all portable stands, climbing stands, and ladder stands;
  - ii. Remove all screw-in steps, climbing aids, and tree-damaging hardware unless Landowner waives this requirement;
  - iii. Fill any holes or repair any tree damage caused by stand installation;
- c) **Feeder Disposition:** Remove feeders or leave in place as specified in Schedule B1;
- d) **Food Plot Condition:** Leave food plots in condition specified in Schedule B1;
- e) **Trash Removal:** Remove all trash, spent shells, and debris;
- f) **Facility Cleaning:** If lodging was provided, clean and restore facilities to original condition;
- g) **Key Return:** Return all keys, access cards, gate combinations, and access devices;
- h) **Final Inspection:** Cooperate with Landowner's final inspection of the Property.

**8.4 Abandoned Equipment.** Any equipment not removed within the specified timeframe shall be deemed abandoned and shall become the property of Landowner. Landowner may dispose of abandoned equipment without liability and may charge Hunter for removal and disposal costs.

**8.5 Property Damage.** Hunter shall be responsible for repairing or compensating Landowner for any property damage caused by Hunter or Hunter's guests beyond normal wear and tear, including:

- a) Damage to fences, gates, or cattle guards;
- b) Damage to roads or trails;
- c) Damage to trees from stand installation;
- d) Damage to buildings or facilities;
- e) Damage to agricultural crops or improvements.

**8.6 Final Accounting.** Within thirty (30) days of lease termination, the parties shall complete a final accounting including:

- a) Final lease payment reconciliation;
- b) Security deposit return or deduction statement;
- c) Any damage charges;
- d) Final BirdDog facilitation fees;
- e) Any outstanding obligations.

## **SECTION 9: SPECIAL PROVISIONS AND RESTRICTIONS**

### **9.1 Regulatory Compliance.**

- a) **Hunting Licenses:** Hunter shall possess and carry all required federal and state hunting licenses, stamps, and permits while hunting on the Property;
- b) **Species Licenses:** Hunter shall obtain all required species-specific licenses and tags (e.g., deer tags, turkey tags, waterfowl stamps);

- c) **Harvest Reporting:** Hunter shall comply with all state harvest reporting and game checking requirements;
- d) **Tagging Requirements:** Hunter shall properly tag all harvested game as required by state law;
- e) **Transportation:** Hunter shall comply with all game transportation and possession regulations;
- f) **Inspection:** Hunter shall allow inspection by wildlife officers and shall cooperate fully with any investigations.

## **9.2 Trespass and Boundary Awareness.**

- a) **Boundary Knowledge:** Hunter is responsible for knowing Property boundaries and hunting only within lease boundaries;
- b) **Boundary Marking:** Landowner shall provide boundary description or map; Hunter may request to walk boundaries with Landowner;
- c) **No Trespass:** Hunter shall not pursue game onto adjacent properties without permission from adjacent landowners;
- d) **Wounded Game:** If wounded game crosses onto adjacent property, Hunter shall obtain permission before pursuing or shall notify adjacent landowner and request assistance;
- e) **Boundary Disputes:** Hunter shall immediately notify Landowner of any boundary disputes or trespass issues with adjacent landowners or hunters.

## **9.3 Law Enforcement and Wildlife Officer Access.**

- a) **Cooperation Required:** Hunter shall fully cooperate with law enforcement and wildlife officers conducting inspections or investigations;
- b) **Access Rights:** Law enforcement and wildlife officers have right of access to the Property for enforcement purposes;
- c) **Violation Notification:** Hunter shall immediately notify Landowner of any citations, violations, or enforcement actions;
- d) **Legal Compliance:** Any violation of hunting regulations by Hunter may constitute grounds for immediate lease termination.

**9.4 Subleasing and Assignment Prohibition.** Hunter shall not sublease, assign, or transfer any interest in the Lease without Landowner's prior written consent, which may be withheld in Landowner's sole discretion. Any attempted sublease or assignment without consent shall be void and constitute an event of default. <sup>1</sup>

**9.5 Subordination to Mortgages.** This Lease is and shall remain subordinate to any existing or future mortgages, deeds of trust, or other liens on the Property. Hunter agrees to execute any subordination agreements reasonably requested by Landowner's lender.

**9.6 Estoppel Certificates.** Upon request by Landowner or Landowner's lender, Hunter shall execute and deliver an estoppel certificate certifying:

- a) The Lease is in full force and effect;
- b) The current lease fee amount and payment status;
- c) No defaults exist (or specifying any defaults);
- d) Any other information reasonably requested.

**9.7 Quiet Enjoyment.** Provided Hunter is not in default, Landowner covenants that Hunter shall peacefully and quietly enjoy hunting rights on the Property during the Term, subject to:

- a) Landowner's reserved rights;
- b) Rights of mortgagees and other lienholders;
- c) Applicable laws and regulations;
- d) The terms and conditions of this Lease;
- e) Rights of adjacent landowners and public access rights (if any).

**9.8 Force Majeure.** Neither party shall be liable for failure to perform obligations hereunder due to causes beyond their reasonable control, including:

- a) **Natural Disasters:** Flood, fire, tornado, earthquake, drought, or other acts of God;
- b) **Government Action:** Emergency closures, hunting season cancellations, disease quarantines, or other governmental restrictions;
- c) **Pandemic or Disease:** Widespread disease outbreaks (e.g., CWD, avian influenza) resulting in hunting restrictions;
- d) **Other Events:** War, terrorism, civil unrest, or other events beyond reasonable control.

**Force Majeure Effect:** Performance shall be excused during the force majeure event, but lease fees are not refundable except as provided in Section 6.6. If force majeure prevents hunting access for more than fifty percent (50%) of the applicable season, Hunter may request pro-rated refund at Landowner's discretion.

**9.9 Wildlife Management Cooperation.**

- a) **Management Goals:** If Landowner has specific wildlife management goals (e.g., QDM, habitat improvement, predator control), Hunter agrees to cooperate with such goals as specified in Schedule B1;
- b) **Harvest Data:** Hunter agrees to provide harvest data and observations to assist Landowner's management efforts;
- c) **Management Activities:** Hunter acknowledges that Landowner may conduct habitat improvements, prescribed burns, or other management activities that may temporarily impact hunting;
- d) **Biological Data:** Hunter may be requested to provide biological samples (e.g., deer jaws for aging) from harvested game to assist management.

**9.10 Alcohol and Controlled Substances.**

- a) **Hunting Prohibition:** No person shall hunt while under the influence of alcohol or controlled substances;
- b) **Possession:** Possession and consumption of alcohol on the Property is permitted only during non-hunting hours and only if not prohibited in Schedule B1;
- c) **Illegal Substances:** Possession or use of illegal controlled substances on the Property is strictly prohibited and shall constitute immediate grounds for lease termination and criminal prosecution;
- d) **Prescription Medications:** Hunters taking prescription medications that may impair judgment or ability shall not hunt while under the influence of such medications.

#### **9.11 Confidentiality and Non-Disclosure.**

- a) **Property Information:** Hunter agrees to maintain confidentiality regarding:
  - i. Property location and access information;
  - ii. Game populations and hunting success;
  - iii. Landowner's identity and contact information (unless Landowner consents to disclosure);
  - iv. Financial terms of the Lease;
  - v. Property management practices and strategies;
- a) **Social Media:** Hunter shall not post Property location, identifying features, or Landowner information on social media or public forums without Landowner's express consent;
- b) **Exceptions:** Confidentiality obligations do not apply to information required to be disclosed by law or to Hunter's insurance carrier in connection with claims.

**9.12 Outfitting and Commercial Use Prohibition.** Hunter shall not use the Property for commercial outfitting, guided hunting services, or any other commercial hunting operations without Landowner's express written consent. The Lease grants personal hunting rights only and does not authorize Hunter to charge third parties for hunting access or services.

#### **9.13 Filming and Photography.**

- a) **Personal Use:** Hunter may photograph and film hunting activities for personal use;
- b) **Commercial Use:** Use of photos or video for commercial purposes (e.g., hunting shows, YouTube monetization, product endorsements) requires Landowner's prior written consent;
- c) **Landowner Approval:** If commercial use is permitted, Hunter shall provide Landowner with opportunity to review and approve content before publication;
- d) **Property Identification:** Hunter shall not identify Property location or Landowner without express consent.

#### **9.14 Drones and Aerial Devices.**

- a) **Drone Use:** Use of drones or other unmanned aerial devices on the Property requires Landowner's express written consent;
- b) **Scouting Prohibition:** Use of drones for hunting-related scouting or game location is prohibited unless specifically permitted in Schedule B1 and compliant with state regulations;
- c) **Privacy:** Any permitted drone use shall respect privacy of Landowner and adjacent property owners.

**9.15 Notices.** All notices required or permitted under the Lease shall be delivered in accordance with MSA Section 13 (Notices), with contact information as specified in Schedule B1.

**9.16 Entire Agreement and Amendments.** The Lease, together with the MSA and all referenced Schedules, constitutes the entire agreement between the parties regarding the subject matter hereof. Any amendments must be in writing and executed through the Platform or otherwise signed by all parties.<sup>3</sup>

**9.17 Severability.** If any provision of this Schedule H-2 is held invalid or unenforceable, the remaining provisions shall continue in full force and effect.

**9.18 Governing Law.** This Schedule H-2 and the Lease shall be governed by the laws of the state where the Property is located, without regard to conflicts of law principles.

**9.19 Dispute Resolution.** Any disputes arising under the Lease shall be resolved in accordance with the dispute resolution provisions set forth in MSA Section 12.

**9.20 Waiver.** No waiver of any provision of this Schedule H-2 or the Lease shall be effective unless in writing. No waiver of any breach shall constitute a waiver of any subsequent breach.

**9.21 Interpretation.** This Schedule H-2 shall be interpreted in conjunction with the MSA. In the event of any conflict between this Schedule H-2 and the MSA, the MSA shall control except where this Schedule H-2 expressly provides otherwise for hunting-specific matters.

**9.22 Counterparts and Electronic Signatures.** The Lease may be executed in counterparts and electronic signatures shall be valid and binding as provided in the MSA.

## **SECTION 10: DEFINITIONS**

For purposes of this Schedule H-2, the following terms shall have the meanings set forth below, in addition to the definitions contained in the MSA:

**“Bag Limit”** means the maximum number of game animals of a particular species that may be legally harvested by a hunter during a specified period, as established by state wildlife regulations.

**“Blackout Dates”** means specific dates during the Term when Hunter's access to the Property is restricted or prohibited, as specified in Schedule B1.

**“Commencement Date”** means the date on which the Lease term begins, as specified in Schedule B1.

**“Expiration Date”** means the date on which the Term ends, as specified in Schedule B1.

**“Guest”** means any person other than the named Hunter(s) in Schedule B1 who accesses the Property for hunting or hunting-related activities under Hunter’s authorization.

**“Hunter”** means the individual or entity leasing hunting rights on the Property, as defined in the MSA and identified in Schedule B1.

**“Huntible Acres”** means the number of acres on the Property available for hunting activities, as specified in Schedule B1.

**“Hunting Season”** means the period during which hunting of a particular species is legally permitted under state wildlife regulations.

**“Lease”** means the Hunting Lease Agreement between Landowner and Hunter, incorporating this Schedule H-2 and the MSA by reference.

**“Legal Shooting Hours”** means the hours during which hunting is legally permitted under state regulations, typically from 30 minutes before sunrise to 30 minutes after sunset (varies by state and species).

**“Property”** means the real property subject to the Lease, as described in Schedule B1.

**“Quality Deer Management” or “QDM”** means a wildlife management strategy focused on producing biologically and socially balanced deer herds, typically involving harvest restrictions based on antler size and age.

**“Stand”** means any elevated platform, tree stand, ladder stand, climbing stand, or ground blind used for hunting purposes.

**“Term”** means the period from the Commencement Date through the Expiration Date, including any renewal periods.

**“Trophy Management”** means wildlife management practices focused on producing mature animals with exceptional antler or body characteristics, typically involving restrictive harvest criteria.

## **SECTION 11: HUNTING-SPECIFIC ACKNOWLEDGMENTS AND WAIVERS**

**11.1 Assumption of Risk.** Hunter expressly acknowledges, understands, and assumes the inherent risks associated with hunting activities, including but not limited to:

- a) **Firearm Risks:** Risks of accidental discharge, ricochet, and firearm malfunction;
- b) **Elevated Platform Risks:** Risks of falling from tree stands, ladder stands, or elevated blinds;

- c) **Wildlife Risks:** Risks of dangerous wildlife encounters, including attacks by game animals, venomous snakes, and predators;
- d) **Environmental Risks:** Risks of extreme weather, hypothermia, heat exhaustion, lightning, and natural disasters;
- e) **Terrain Risks:** Risks of uneven terrain, hidden obstacles, water hazards, and natural features;
- f) **Remote Location Risks:** Risks associated with hunting in remote areas with limited communication and delayed emergency response;
- g) **Other Hunters:** Risks associated with other hunters on adjacent properties;
- h) **Inherent Hunting Dangers:** All other risks inherent to hunting that cannot be eliminated regardless of care taken.

**11.2 Voluntary Participation.** Hunter acknowledges that participation in hunting activities is voluntary and that Hunter has freely chosen to hunt on the Property with full knowledge of the risks involved.

**11.3 Physical Condition.** Hunter represents that Hunter is in adequate physical and mental condition to safely participate in hunting activities and has no medical conditions that would create undue risk.

**11.4 Skill and Experience.** Hunter represents that Hunter possesses adequate skill, experience, and training to safely engage in the hunting activities contemplated by the Lease.

**11.5 No Warranties.** Hunter acknowledges that Landowner makes no warranties or representations regarding:

- a) Game populations or hunting success;
- b) Property conditions or suitability for hunting;
- c) Safety of the Property or absence of hazards;
- d) Weather conditions or seasonal variations;
- e) Compatibility with Hunter's expectations or preferences.

**11.6 Release of Claims.** To the fullest extent permitted by applicable law, Hunter releases and discharges Landowner and BirdDog from any and all claims, demands, damages, and liabilities arising from Hunter's use of the Property for hunting activities, except for claims arising from Landowner's gross negligence or willful misconduct.

**11.7 Indemnification Acknowledgment.** Hunter acknowledges and reaffirms the indemnification obligations set forth in Section 3.2 above and agrees to defend, indemnify, and hold harmless Landowner and BirdDog from all claims arising from Hunter's hunting activities.

**11.8 Emergency Medical Treatment.** Hunter authorizes Landowner, BirdDog, and their representatives to obtain emergency medical treatment for Hunter in the event of injury or

medical emergency, and Hunter agrees to be financially responsible for all costs of such treatment.

**11.9 Parental Consent for Minors.** If any hunter accessing the Property under this Lease is a minor (under 18 years of age), the adult Hunter executing this Lease represents that they are the parent or legal guardian of such minor and consent to the minor's participation in hunting activities, and agree to bind the minor to all terms of this Lease.

**SCHEDULE I**  
**LISTING AGREEMENT PROVISIONS**

**1. UNIVERSAL LISTING REQUIREMENTS.** All Layer 2 listing agreements incorporate the following provisions by reference:

(a) **Property Standards:** Landowner warrants that all listed Properties meet applicable safety, environmental, and regulatory standards for the intended use.

(b) **Listing Accuracy:** User shall provide accurate, complete, and current information for all listings and shall promptly update any material changes.

(c) **Marketing Rights:** BirdDog may market, promote, and advertise listed Properties through its Platform and related channels.

(d) **Modification and Termination:** Listing modifications require mutual agreement; termination follows procedures in Section 8.

(e) **Compliance Monitoring:** BirdDog may monitor listing compliance and suspend non-compliant listings.

**2. VARIABLE TERMS FRAMEWORK.** Each Layer 2 agreement shall specify:

- Applicable percentage take rate (with complete flexibility as determined by User)
- Specific service scope and limitations
- Property-specific requirements or restrictions