

HUNT LEASE LISTING AGREEMENT

This Hunt Lease Listing Agreement (this “**Listing Agreement**”) is a legally binding agreement between **BirdDog Adventures, Inc.**, a Texas corporation (“**BirdDog**”), and the individual or entity accepting these terms through the BirdDog platform (“**Landowner**”).

By clicking “**I Agree**,” “**Accept**,” or a similar affirmative assent mechanism, Landowner confirms that **they have read, understand, and agree to be bound by** this Listing Agreement and the Master Services Agreement, each made available electronically through the platform.

Landowner further agrees that:

- this electronic acceptance constitutes a **valid and enforceable signature** under all applicable electronic signature laws, including the **E-SIGN Act and state UETA statutes**; and
- no handwritten signature or physical document is required.

The **Effective Date** of this Listing Agreement is the date the Landowner electronically accepts these terms.

RECITALS

WHEREAS, Landowner and BirdDog have entered into that certain Master Services Agreement dated [Insert MSA Date] (the “**MSA**”), which governs the general relationship between the parties;

WHEREAS, Landowner desires to utilize BirdDog’s platform services to list property for hunting lease opportunities to hunters seeking exclusive or semi-exclusive access to private land;

WHEREAS, BirdDog will facilitate connections between Landowner and prospective hunters, manage lease negotiations and administration, and process payments for hunting leases executed through the Platform;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and in the MSA, the parties agree as follows:

1. INCORPORATION OF MSA

This Listing Agreement incorporates by reference the **Master Services Agreement (“MSA”)**, including all schedules and addenda. Landowner acknowledges that acceptance of this Listing Agreement constitutes **simultaneous acceptance of the MSA**.

In the event of a conflict, the MSA controls unless expressly stated otherwise in this Listing Agreement.

2. SCOPE OF LISTING SERVICES

2.1 Service Description. BirdDog shall provide Landowner with hunting lease listing services, including:

- a) Listing Landowner's properties on the BirdDog Platform for hunting lease opportunities to hunters seeking seasonal or annual access;
- b) Managing communications between Landowner and prospective hunters regarding lease terms, property features, and hunting opportunities;
- c) Facilitating lease negotiations and preparing hunting lease documentation between Landowner and hunters;
- d) Processing all payments between Landowner and hunters for executed hunting leases;
- e) Providing property marketing support, including professional photography where helpful;
- f) Managing lease administration, including renewals and modifications.

2.2 Incorporated MSA Provisions. The following MSA provisions apply in full to this Listing Agreement and are incorporated herein by reference: **Section 1 (Definitions)** - All defined terms in the MSA apply to this Listing Agreement; **Section 2 (Appointment; Exclusivity; Scope)** - BirdDog's appointment as listing service provider and exclusivity provisions apply solely to hunting lease listing services during the Term; **Section 3 (Grant of License and Access to Platform)** - Landowner's license to access and use the Platform; **Section 4 (Services and User Obligations)** - Landowner Services as specified in Schedule A, Section 1; **Section 5 (Compensation)** - Payment terms and procedures as specified in Schedule B, subject to the variable rate in Section 3 below; **Section 6 (Non-Circumvention; Platform Routing)** - Prohibition on circumventing BirdDog's platform for introduced hunters; **Section 7 (User Responsibilities)** - Landowner's obligations to provide property information and maintain compliance; **Section 8 (Term and Termination)** - Term, renewal, and termination provisions; **Section 9 (Representations and Warranties)** - Mutual representations and Landowner-specific warranties; **Section 10 (Indemnification)** - Indemnification obligations of both parties; **Section 11 (Limitation of Liability)** - Liability caps and exclusions; **Section 12 (Confidentiality)** - Confidentiality obligations; **Section 13 (Dispute Resolution)** - Negotiation and arbitration procedures; **Section 14 (General Provisions)** - Governing law, entire agreement, notices, and other general terms; **Schedule A, Section 1 (Landowner Services)** - Comprehensive land management and optimization services; **Schedule B (Compensation)** - Compensation structure and payment procedures; **Schedule B-1 (Portal Schedule)** - Property-level information and approval thresholds; **Schedule G (Hunting & Outdoor Addendum)** - Operational rules for hunting activities and lease administration; **Schedule H-2 (Hunting Lease Agreement Specific Provisions)** - **Comprehensive hunting lease operational authorities, restrictions, default provisions, insurance requirements, property management protocols, financial terms, and hunting-specific acknowledgments** (all sections incorporated)

3. BIRDDOG COMPENSATION

3.1 Hunting Lease Listing Fee. Unless expressly stated otherwise **in writing by an authorized BirdDog representative and reflected in Landowner's portal**, BirdDog shall receive a fee equal to **ten percent (10%) of the total lease transaction value** for each hunting lease executed through the platform.

3.2 No Implied Modifications. No verbal statements, emails, text messages, or informal communications shall modify the fee. Any deviation from the ten percent (10%) rate is effective only if both of the following occur: 1. written approval by an authorized BirdDog representative; and 2. confirmation of the modified rate within Landowner's portal. Absent both, the ten percent (10%) fee applies.

3.3 Payment Processing. All payments shall be processed exclusively through the platform. BirdDog is authorized to deduct its fee prior to remitting net proceeds to Landowner in accordance with the MSA.

4. LEASE-SPECIFIC VARIABLE TERMS

4.1 Negotiable Terms Framework. Each hunting lease executed through the Platform shall address the following variable terms as negotiated between Landowner and Hunter, subject to the operational requirements, permitted and prohibited activities, and other provisions set forth in Schedule H-2: (a) Property name/designation and huntable acreage; (b) Term length, effective dates, and any access restrictions or blackout dates; (c) Species and seasons covered or included; (d) Check-in protocol (if applicable); (e) Guest policy restrictions; (f) Night hunting permissions; (g) Responsibility for feeders and blinds; (h) Road use and vehicle restrictions; (i) Food plot permissions; (j) Livestock presence disclosure; (k) Fire and camping permissions; (l) Lodging inclusion; (m) Exit condition requirements; and (n) Any other requirements or restrictions specified by Landowner.

4.2 Lease Term Flexibility. Hunting leases may be structured as seasonal leases (single season), annual leases (12-month term), or multi-year leases as agreed between Landowner and Hunter. Each lease term shall be documented in the individual hunting lease agreement.

5. Entire Agreement; Electronic Records. This Listing Agreement, together with the MSA and all incorporated schedules, constitutes the entire agreement between the parties. Landowner agrees that electronic records maintained by BirdDog shall constitute admissible and binding evidence of acceptance, terms, and transactions.