

RESIDUAL FERTILITY ASSESSMENT AGREEMENT

ELECTRONIC SIGNATURE CONSENT

By clicking "I Agree" below, you ("Landowner") consent to conduct this transaction electronically and agree that your electronic acceptance constitutes a legally binding signature under the Electronic Signatures in Global and National Commerce Act (E-SIGN Act) and applicable state laws. Your acceptance will be recorded with a timestamp and associated with your account and the property details listed on your property card(s).

You acknowledge that: (1) you have the ability to access and retain this agreement; (2) you have reviewed the hardware and software requirements below; and (3) you may withdraw consent to electronic transactions by contacting BirdDog in writing, though withdrawal does not affect the validity of this agreement or any prior electronic transactions.

System Requirements: An internet connection and device capable of accessing your BirdDog account through a standard web browser (Chrome, Safari, Firefox, or Edge).

This Residual Fertility Assessment Agreement ("RFA Agreement") supplements the Master Services Agreement between Landowner and BirdDog Adventures, Inc., a Texas corporation with an office at 5075 Main St., Chappell Hill, TX 77426 ("BirdDog"), effective upon Landowner's acceptance.

1. PROPERTY AND SERVICES

Landowner owns the property or properties identified on their BirdDog account property card(s) (the "Property"). Landowner requests that BirdDog provide residual fertility assessment services ("RFA Services") as described in Exhibit A. This RFA Agreement supplements and is governed by the Master Services Agreement. In case of conflict, this RFA Agreement controls for RFA Services specifically.

2. SCOPE AND TIMELINE

BirdDog will provide RFA Services detailed in Exhibit A, including soil sampling, testing, report preparation, and consultation. BirdDog will deliver the final report within forty-five (45) days of acceptance.

Landowner will: provide safe access to all Property areas requiring soil sampling; designate a representative if requested; provide accurate information about boundaries, hazards, utilities, and restrictions; ensure necessary permits are in place; and cooperate with BirdDog's reasonable requests.

3. THIRD-PARTY CONTRACTORS

BirdDog may engage third-party contractors, soil testing laboratories, agronomists, or other service providers ("Third-Party Contractors") to perform or assist with RFA Services. BirdDog will use reasonable efforts to select qualified contractors and coordinate their activities, but liability for contractor performance is limited to BirdDog's failure to use reasonable care in selection or proper coordination within BirdDog's direct control.

Landowner agrees that disputes with Third-Party Contractors regarding their direct performance will be resolved directly between Landowner and the contractor. BirdDog is not liable for property damage, crop loss, soil contamination, or other harm caused by Third-Party Contractors' negligence, errors, or omissions. Third-Party Contractors are independent entities, and Landowner agrees to look solely to them for claims arising from their direct performance. BirdDog will provide Third-Party Contractor contact information upon request.

4. FEES AND PAYMENT

Landowner will pay BirdDog the lesser of:

(a) Flat Rate: \$50/acre standard, or \$40/acre if paid within 15 business days of report delivery; OR

(b) Percentage Cap: 5% of total residual fertility value per acre (min \$15/acre) as documented in the report, calculated solely from the residual fertility value reported by BirdDog—not from any tax filings, deductions claimed, or tax benefits realized by Landowner. This serves as a maximum fee cap. Payment due within 15 business days for the discounted rate.

Payment is due within 15 business days for discounted rates or 30 business days for standard rates. Late payments accrue interest at 18% annually or the highest rate permitted by law, whichever is less. BirdDog may suspend services for accounts over 30 days past due, recover collection costs including attorney fees, and retain a lien on reports until payment is received.

This fee covers analysis and preparation of RFA Services only. Payment is due for services rendered and is not contingent upon Landowner's decision to claim any tax deduction, realization of tax benefits, manner of report use, or any outcomes from using the report. Payment is based solely on BirdDog's completion and delivery of RFA Services.

5. TERMINATION

Landowner may terminate if BirdDog fails to deliver results within 60 days. BirdDog may terminate immediately if: Landowner fails to provide required access after reasonable notice and opportunity to cure; Landowner provides materially inaccurate property information; property conditions make assessment unsafe or impossible; or Landowner fails to cooperate with reasonable requests.

6. INTELLECTUAL PROPERTY AND DATA

BirdDog retains all rights to assessment methodologies, processes, proprietary analysis techniques, report formats, templates, software, algorithms, technical processes, and any improvements developed during RFA Services.

BirdDog may use anonymized soil and property data for research, methodology improvement, industry benchmarking, service enhancement, and academic or industry publications, provided appropriate confidentiality protections are maintained and Landowner or specific Property is not identified.

7. DISCLAIMERS

BirdDog will perform RFA Services with diligence, good faith, and consistent with customary practices. However, Landowner acknowledges that results cannot be predicted with certainty. BirdDog is not liable for injury to or destruction of trees, vines, crops, or improvements resulting from: acts of God, weather, fire, floods, pandemics, government restrictions, supply chain disruptions, technology failures, unusual transportation delays, or delays from any cause beyond BirdDog's control.

BirdDog does not provide legal, tax, or accounting advice, including advice regarding this agreement's effect on Landowner's tax liability, tax deduction decisions, IRC Section 180 compliance, or other financial matters. RFA Services are limited to soil fertility analysis and related data for informational purposes only. While BirdDog collaborates with tax and legal professionals who can offer expert guidance at no additional cost, any reliance on their advice is strictly between Landowner and the licensed professional, and BirdDog is not liable for such advice or consequences.

8. LANDOWNER REPRESENTATIONS

Landowner represents and warrants that: (i) they have proper authority and right to authorize RFA Services without violating any laws, regulations, or ordinances; (ii) they are the sole owner of the Property with all necessary rights and title; (iii) the Property has not been and is not likely to be foreclosed upon; (iv) they will timely make all payments for any mortgage, lien, taxes, or similar obligations; and (v) all information provided about the Property is accurate and complete to the best of their knowledge.

9. GOVERNING TERMS

This RFA Agreement supplements and is governed by the Master Services Agreement. Where this RFA Agreement conflicts with the Master Services Agreement, this RFA Agreement controls solely for RFA Services. All general provisions—including confidentiality, indemnification, limitation of liability, dispute resolution, choice of law, and venue—are governed exclusively by the Master Services Agreement.

EXHIBIT A - RFA SERVICES

Soil Sample & Test

If a comprehensive soil sample is not already available, BirdDog will facilitate collection of a thorough soil sample. Number of cores and samples vary based on land, soil types, desired use, and acreage. Soil samples are taken at 6-inch depth, as most crops have significant root systems in the top 6 inches, making this depth critical for assessing nutrient availability.

Report Preparation

BirdDog will leverage internal processes and verified third-party vendors to produce a comprehensive residual fertility report. Average fertility values per nutrient are based on fair market value of fertilizer reasonable near the time the land was purchased, sourced from publicly available sources and verified by industry experts and agronomists. Baseline fertility numbers necessary to determine excess amounts are determined by the verified soil testing laboratory and their experienced agronomists.

Additional Services

General consultation on Section 180; review of previous soil tests; estimations of residual fertility values prior to full assessment; introduction to certified accountants who can assist with deduction application.

Professional Disclaimers

BirdDog team members are not tax professionals or legal advisors and do not provide tax or legal advice. The Residual Fertility Assessment is a comprehensive report quantifying the asset value of residual fertility, intended solely to help Landowner understand potential deduction value. Any tax or legal implications should be discussed with a qualified professional.