

## PASTURE LEASE AGREEMENT

THE STATE OF TEXAS  
COUNTY OF WILLIAMSON

This LEASE AGREEMENT, made and entered into by and between Battleground Creek, LLC a Texas Limited Liability Company hereinafter called "Lessors", and POLDRACK GRAIN AND CATTLE, LLC a Texas Limited Liability Company, hereinafter called "Lessee":

Lessors have this day and do by this AGREEMENT lease and let unto Lessee the following described real property, to-wit: pasture including 346 acres of land, of native and improved pasture out of 705.2 acres of land, owned by Lessors, out of the W.J. COWEN SURVEY, ABST. NO. 146 and CON EL PASO I & M. COMPANY SURVEY, ABST. NO. 186 & 739, located in Williamson County, Texas, being located South of Taylor, Texas off of State Highway 95 as identified by Lessors "Leased Premises".

The Leased Premises shall include the above-described real estate together with all improvements and buildings situated thereon, and the right of ingress and egress.

In consideration therefore, Lessee binds and obligates himself to pay to Lessors at 600 CR 483, Taylor, Texas 76574, the agreed rental of (\$10,380.00), TEN THOUSAND THREE HUNDRED EIGHTY DOLLARS on January 1, 2018 plus any increase in property taxes on the Leased Premises. During the lease term, any increase in Lessors property tax on the subject 346 acres can adjust the annual lease payment to cover that increase, not to exceed \$1.00 per acre per year.

### LESSORS AGREES TO:

- 1) Put the Lessee in actual possession of the Leased Premises at the beginning of the term.
- 2) Pay the real estate tax on the Leased Premises, subject to the tax reimbursement required from Lessee.

### LESSEE HEREBY COVENANTS AND AGREES:

- 1) Pay the rent as herein required.

2) At the expiration of the term Lessee shall quit and surrender the Leased Premises in as good a state and condition as received, with the exception of ordinary wear and tear.

3) Be responsible for the upkeep and maintenance of all fences, fence maintenance and repairs are to be done with Class 1, 12.5 gauge 2 point wire or better, 8' by 4" treated wood strength post, 8' by 6" treated wood corner post and 6.5' steel T post (hauling off all old, damaged or used materials such as wire, post etc.). Fence rows; keep trees and brush out of fence row, as well as tree limbs from hanging over on the fence; keep the improved pastures clear of weeds and brush at all times and also use good range management at all times, especially being sure that the pasture is not over-grazed.

It is agreed and understood that this LEASE AGREEMENT AND THE LEASED PREMISES is not assignable or transferable in any manner or form without the written consent of the Lessors.

It is agreed and understood that negotiations for additional lease years upon termination of the original lease will be negotiated at the beginning of the fifth (5th) year of this lease and during the month of January. Lessee agrees to extend subject lease every five (5) years after the first five (5) years provided Lessors and Lessee reach a mutual agreement of both parties for extension during the month of January. In the event a mutual extension cannot be reached, this Lease shall terminate at the end of the lease term or any extension of the lease term.

Lessee further agrees to indemnify and hold Lessors harmless for any losses, damages, causes of action, or consequences of any kind resulting to Lessors by virtue of Lessee's use of the Leased Premises, including, without limitation, loss of property or life. Lessors shall not assume any liability or responsibility to Lessee for the use of the Leased Premises in any manner and Lessee is assuming the Leased Premises in its present condition and assuming all risks for their use of the Leased Premises. No representations or warranties of any kind, either expressed or implied, have been made to Lessee regarding the Leased Premises and Lessee in leasing the Leased Premises based upon their sole and exclusive option and determination that it is sufficient for their intended use and that no warranties, either expressed or implied, have been made to Lessee.

Lessors or their agents shall be entitled to go upon the Leased Premises and inspect the Leased Premises at any time without prior notice to Lessee.

It is agreed and understood that Lessee, during the term of this lease, is granted surface rights only and Lessors retains the right to lease the Leased Premises for oil, gas and other minerals and also the right to admit exploration crews upon notifying Lessee of such exploration. Lessee shall not participate in any monies paid to Lessor by virtue of any exploration, drilling or production of oil, gas and other minerals in and upon the Leased Premises.

It is also agreed and understood that Lessors reserve all fishing and hunting rights to the to the Leased Premises.

It is also agreed and understood that around the Brushy Creek Watershed Dam the Soil Conservation Service shall determine whether or not the land is being over-grazed.

If either party willfully neglects or refuses to carry out any material provision of this Agreement, the other party shall have the right, in addition to compensation for damages, and all rights and privileges under law, to terminate the Lease. Either party may do so by serving written notice to the party at fault specifying the violations of the Agreement. If such violations are not corrected within thirty days (30), the Lease shall be terminated and the Lessors shall have the right to re-enter and take possession.

Either party may terminate said lease by either the Lessor or Lessee providing by written notice to the non-terminating party one (1) year in advance of the termination provided, however, written notice of such termination shall be given only during the month of January.

This lease includes particles of land owned by Robert E. and Karen Rhoades, Ned L. Rhoades, Sr. and Franklin W. and Dixie F. Rhoades, each owning ten acres (10) out of the original 737.5 acres of the W.J. Cowen Survey, Abst. No. 146 and Con El Paso I & M Company Survey, Abst. No. 186 & 739 and located in Williamson County, Texas which are managed by THE Battleground Creek, LLC and are included in this lease to Poldrack Grain and Cattle, LLC. The Williamson County Appraisal District identifies these particles as follows:

Robert E. and Karen Rhoades: Quick Ref. ID R019922

Ned L. Rhoades, Sr.: Quick Ref. ID R442588

Franklin W. and Dixie F. Rhoades: Quick Ref. ID R096743, R325972, R442587

It is agreed and understood that this Lease is binding on both parties, their heirs and administrators or executors along with any exhibits, addendums or attachments.

Battleground Creek, LLC

Franklin W. Rhoades  
Franklin W. Rhoades – President

11/7/17

Date

600 CR 483

Taylor, TX 76574

512-352-8279 (Home)

512-636-0159 (Mobile)

fwrhoades@gmail.com

POLDRACK GRAIN AND CATTLE, LLC

Melvin Poldrack, President

Terry Poldrack  
Terry Poldrack, Vice President

12-30-17  
Date

3300 FM 1466

Coupland, TX 78615

512-856-2585 (Home)

512-818-0173 (Mobile)

mpoldrack@eccwireless.com

1/5/18 Spoke to Terry about Melvin signing lease  
he said it does not take 2 signatures. He has  
legal rights to sign

## FARM LAND LEASE AGREEMENT

THE STATE OF TEXAS  
COUNTY OF WILLIAMSON

This LEASE AGREEMENT made and entered into by and between Battleground Creek, LLC hereinafter called LESSOR, and S&S RAESZ FARMS, hereinafter called LESSEE, both of Williamson County, Texas.

LESSORS have this day and do by this agreement LEASE AND LET unto LESSEE the following described property, to wit: cultivated acres containing approximately three hundred and fifty nine (359) acres out of 705.2 acres of land, owned by LESSOR, out the W. J. Cowen Survey, Abst. No. 146, and the Con El Paso I & M. Company Survey Abst. No. 186 & 739 located in Williamson County, Texas, being located South of Taylor, Texas off of State Highway 95 as identified by LESSORS "Leased Premises". Title to said property is held by The Battleground Creek, LLC.

Effective November 1, 2021, this is a new lease between S&S Raesz Farms and Battleground Creek, LLC. This lease is on going until terminated by either party.

The above-described tract of land contains approximately three hundred and fifty (359) acres of cultivated land and approximately three hundred forty six (346) acres of pasture land.

### LESSORS AGREES TO:

LESSORS agree to lease to LESSEE said cultivated land on the usual third and fourth rental agreement under the terms and conditions hereinafter set out.

### LESSEE HEREBY COVENANTS AND AGREES:

LESSEE agrees and binds himself that during the term of said lease, before any crop is planted, the kind and amount of acreage shall be discussed with LESSORS in order for the crop history or crop allotment on said lands under the existing government programs be maintained; that during the term of the lease, LESSEE agrees and binds himself to farm all of said land in a first-class farmer like manner, planting the same in due season to the growing of cotton, corn, maize and other crops which are ordinarily and customarily raised on similar land in said community.

LESSEE, as rental for said land, agrees and binds himself during the term of the lease, to deliver to LESSORS at Taylor, Texas, an equal one-fourth (1/4) of all monies received from cotton and cottonseed products and saved from said land during said term after the same has been ginned, baled, sold, with LESSORS paying one-fourth (1/4) of all cost of poisoning, one-fourth (1/4) of the cost on ginning, and one-fourth (1/4) of the cost of fertilizer on cotton lands, and LESSEE

further agrees to pay to LESSORS, the equal one-third (1/3) of all maize, corn, hay and any other grain grown and marketed from said land, with LESSORS paying one-third (1/3) of the cost of combining the grain, (1/3) of the cost of fertilizer and one-third (1/3) of the cost of harvesting the crops planted.

LESSEE further agrees and binds himself that he will cultivate all of the cultivated land in a first-class farmer like manner, planting the same in due season and gathering and marketing the crops as soon as the same are ready to be gathered and marketed, and in this connection, LESSEE agrees to comply with all Federal and State regulations pertaining to the planting and growing of crops on said Land, and it shall be the responsibility of the LESSEE to plow-up in due season, or upon termination of this lease, LESSEE shall give new LESSEE the right to plow-up as soon as crops have been harvested, any cotton stalks or grain stubble which have been planted by LESSEE, and to be plowed in accordance with Government regulations in effect at the time of the plow-up requirements.

It is understood and agreed that at all times, consideration shall be given by LESSEE as to the desirability of planting legumes for soil-building purposes, or the application of fertilizer, and to follow good crop rotation practices.

It is agreed and understood that LESSEE shall have no right to sub-let or give possession of said land to anyone without the written consent from LESSORS.

LESSEE further agrees to indemnify and hold LESSORS harmless for any losses, damages, causes of action, or consequences of any kind resulting to LESSORS by virtue LESSEE'S use of the Leased Premises, including, without limitation, loss of property or life. LESSORS shall not assume any liability or responsibility to LESSEE for the use the Leased Premises in any manner and LESSEE is assuming the Leased Premises in its present condition and assuming all risks for the use of the Leased Premises. No representations or warranties of any kind, either expressed or implied, have been made to LESSEE regarding the Leased Premises and LESSEE is leasing the Leased Premises based upon their sole and exclusive option and determination that it is sufficient for their intended use and that no warranties, either expressed or implied, have been made to LESSEE.

LESSEE agrees to work toward the clearing of the cultivated land of all Johnson grass, and other noxious weeds and grasses and then in keeping said land clear of all Johnson grass, weeds and other noxious weeds and grasses.

LESSEE further agrees to work and plow all terraces on said land and to maintain said terraces in good condition using the regular available farm tools, and in this connection to hoe or plow any Johnson grass, weeds or grasses out of the ground to prevent their spreading and for the purpose of the destruction of said weeds and grasses.

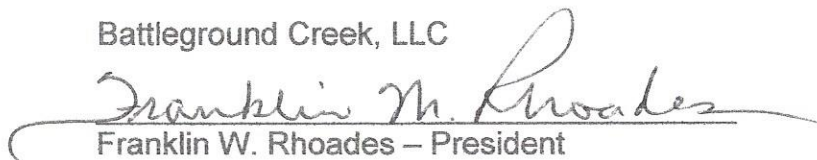
If either party willfully neglects or refuses to carry out any material provision of the Agreement, the other party shall have the right, in addition to compensation for damages, and all rights and privileges under law, to terminate the Lease. Either party may do so by serving written notice to the party at fault specifying the violations of the Agreement. If such violations are not corrected within thirty days (30), the Lease shall be terminated and the LESSORS shall have the right to re-enter and take possession.

Either party may terminate said Lease by either the LESSOR or LESSEE providing by written notice to the non-terminating party one (1) year in advance of the termination provided, however, written notice of such termination shall be given only during the month of January.

It is agreed and understood that this Lease and any amendments or attachments are binding on both parties, their heirs and administrators or executors.

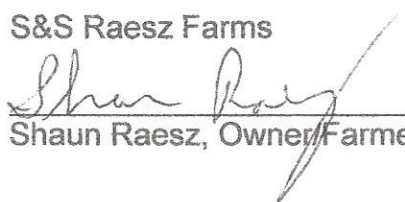
This lease includes particles of land owned by Karen Rhoades, Ned L. Rhoades, Sr. and Franklin W. and Dixie F. Rhoades each owning ten (10) acres out of the original 737.5 acres out of the W.J. Cowen Survey, Abst. No. 146 and the Con El Paso I & M Company survey, Abst. No. 186 & 739 located in Williamson County, Texas which are owned by Battleground Creek, LLC. These particles are identified by Williamson County Appraisal District as follows.  
Karen Rhoades: ID: R19922, Ned L. Rhoades, Sr., R 442588; Franklin W. and Dixie F. Rhoades, R 325972, R 096743, R 442587.

Battleground Creek, LLC

  
Franklin W. Rhoades – President

600 CR 483  
Taylor, Texas 76574

S&S Raesz Farms

  
Shaun Raesz, Owner/Farmer

4900 CR 101  
Taylor, Texas 76574

Steven Raesz, Owner/Farmer

  
\_\_\_\_\_

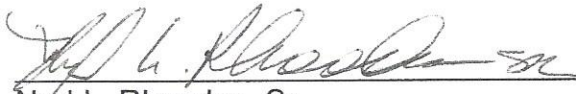
2107 Canvas Back Dr.  
Taylor, Texas 76574

10/21/21  
Date

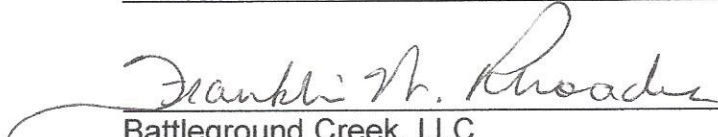
## PERSONAL PROPERTY LEASE AGREEMENT

This agreement is by and between Ned L. Rhoades Sr. (landlord) and Battleground Creek, LLC (tenant). Tenant here by leases 3.8 acres of pasture and 5.46 acres of crop land. This being a part of 10 acres owned by the landlord along County Road 483.

The tenant agrees to lease said acres based on the current leases in place with Poldrack Grain and Cattle Company for the pasture and Arnold Reasz for the crop land.

 Date 9-7-2017  
Ned L. Rhoades, Sr

\_\_\_\_\_  
Date \_\_\_\_\_

 Date 9/7/17  
Battleground Creek, LLC  
Franklin W. Rhoades, President

## PERSONAL PROPERTY LEASE AGREEMENT

This agreement is by and between Franklin W. and Dixie F. Rhoades (landlord) and Battleground Creek, LLC (tenant). Tenant here by leases 6.72 acres of crop land. This being a part of 10 acres owned by the landlord along County Road 483.

The tenant agrees to lease said acres based on the current lease in place with Arnold Reasz for the crop land.

Franklin W. Rhoades Date 9/7/17  
Franklin W. Rhoades

Dixie F. Rhoades Date 9/7/17  
Dixie F. Rhoades

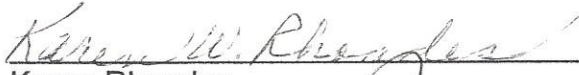
Franklin W. Rhoades Date 9/7/17  
Battleground Creek, LLC  
Franklin W. Rhoades, President

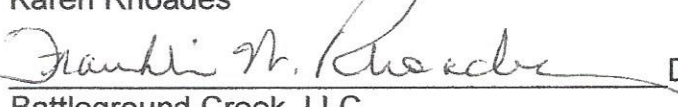
## PERSONAL PROPERTY LEASE AGREEMENT

This agreement is by and between Robert E. and Karen Rhoades (landlord) and Battleground Creek, LLC (tenant). Tenant here by leases 1.9 acres of crop land. This being a part of 10 acres owned by the landlord along County Road 483.

The tenant agrees to lease said acres based on the current lease in place with d Arnold Reasz for the crop land.

  
\_\_\_\_\_  
Robert E. Rhoades Date 12-10-17

  
\_\_\_\_\_  
Karen Rhoades Date 12-10-17

  
\_\_\_\_\_  
Battleground Creek, LLC  
Franklin W. Rhoades, President Date 12/13/17